



WILLMAR CITY COUNCIL MEETING

MONDAY, MAY 1, 2023 @ 6:30 PM

BOARD ROOM HEALTH AND HUMAN SERVICES BUILDING

2200 – 23rd STREET NE, WILLMAR MINNESOTA

ALSO AVAILABLE BY ELECTRONIC MEANS FOR REMOTE COUNCIL MEMBERS

AGENDA

1. Call Meeting to Order
2. Roll Call
3. Pledge of Allegiance
4. Proposed Additions or Deletions to Agenda
5. Consent Items

Approve:

- A. City Council Minutes of April 17, 2023
- B. CVB Minutes of March 21, 2023
- C. Parks and Recreation Minutes - March 15, 2023
- D. Municipal Utilities Commission Minutes - April 24, 2023
- E. Planning Commission Meeting Minutes - April 12, 2023
- F. Accounts Payable Report, 04-12-23 Thru 04-25-23
- G. Consideration of a State 1 Day to 4 Day Temporary On-Sale Liquor License Permit - VFW 1639
- H. Approve Updates to the Data Practice Procedures Document

Information:

- I. Advocates for Health
6. Approve Consent Agenda Items
7. Items Removed from Consent Agenda
8. Open Forum (Individuals Limited to Three (3) Minutes)
9. Public Hearing:
10. Regular Business
 - A. Consider Amphitheater License and Donation Acceptance Agreement with Rotary Club of Willmar
 - B. National Fitness Campaign- Mural Design
 - C. Robbins Island Projects Final
 - D. Update Excavation Permit Application Requirement

- E. Consider a Request for Proposals for Auditorium Lead Dust Remediation and Asbestos Removal and Repair
 - F. Introduce Ordinance and Set Public Hearing Date for Rezone
 - G. Consider Gilmore Bell for Disclosure Counsel for Hometown Fiber Open Access Fiber Project
- 11. "Community Pride" Announcements
 - 12. Adjourn to Closed Session
 - A. Closed Session Under MN Statute 13D.03 Subd.1(b) Labor Negotiations
 - 13. Reconvene From Closed Session
 - A. Consider Approving a Labor Agreement Between the City of Willmar and LELS Unit.
 - 14. Adjourn

WILLMAR CITY COUNCIL PROCEEDINGS
BOARD ROOM
HEALTH AND HUMAN SERVICES BUILDING
WILLMAR, MINNESOTA

April 17, 2023
6:30 p.m.

The regular meeting of the Willmar City Council was called to order by Mayor Douglas Reese. Members present on a roll call were Mayor Douglas Reese, Council Members Justin Ask, Audrey Nelsen, Vicki Davis, Carl Shuldes, Michael O'Brien, Thomas Butterfield, Julie Asmus, and Rick Fagerlie. Present 8, Absent 0.

Also present were City Administrator Leslie Valiant, City Operations Director Kyle Box, Finance Director Steve Okins, Public Works Director Gary Manzer, Planning and Development Services Director Justice Walker, Human Resource Director LuAnn Sietsema, Community Growth Director Pablo Obregon, City Clerk Judy Thompson, and City Attorney Robert Scott.

Additions/deletions to the agenda included: Mayor Reese asked that Item 10.A. Country Music Festival 2023, be pulled from the agenda.

Council Member Ask moved to approve the agenda, as amended. Council Member Fagerlie seconded the motion, which carried unanimously.

City Clerk Thompson reviewed the consent agenda.

- A. City Council Minutes of April 3, 2023
- B. City Council Work Session Minutes of April 10, 2023
- C. Municipal Utilities Commission Minutes of April 10, 2023
- D. Planning Commission Minutes of March 15, 2023
- E. Accounts Payable Report, 03-29-23 Thru 04-11-23
- F. **Resolution No. 2023-063 Renewal of a Hanger Lease Agreement with the State of Minnesota**
- G. **Resolution No. 2023-064 Approving Beverage and Vending Agreement with Viking Coca-Cola Bottling Company/Versa Vending**
- H. Willmar High School Trap Team Lawful Gambling Application
- I. **Resolution No. 2023-065 Authorizing Signers for Investment Documents**

Information:

- J. Building Report March 2023

Council Member Ask offered a motion to approve the consent agenda. Council Member Asmus seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Kelly TerWisscha – TerWisscha Construction, outside Willmar, addressed the Mayor and Council during the Open Forum regarding his company's involvement in the J.C. Penney building assessment.

At 6:46 p.m., Mayor Reese opened the public hearing for the Tevalon property rezone. Planning and Development Services Director Walker stated Mr. Tevalon desires to have his property located at 702 Litchfield Avenue SE rezoned from R-2 (One and Two Family Residential) to GB (General Business).

There being no one to speak for or against the proposed ordinance, Mayor Reese closed the public hearing at 6:47 p.m. and opened it up for discussion by the Council.

Following discussion, Council Member Nelsen offered a motion to table this item. Council Member Fagerlie seconded the motion, which carried on a voice vote. Council Member Asmus voted “no”.

Following further discussion, Council Member Asmus offered a motion to reconsider the motion and restore discussion. Council Member Davis seconded the motion.

Following yet further discussion, Council Member Ask called point of order and asked if it was appropriate for Council Member Asmus to offer a motion to reconsider the item as she didn’t make the original motion. City Attorney Scott confirmed she was appropriate in offering the motion.

Council Member Nelsen asked that the Planning Commission minutes pertaining to the rezone be read.

The motion to reconsider the motion to table and restore discussion then carried.

Council Member Asmus offered a motion to adopt, assign a number, and publish **Ordinance No. 1496 The Willmar Zoning Ordinance**. Council Member Davis seconded the motion.

Council Member Butterfield offered a friendly amendment to require a fence be installed on the property. Council Member Fagerlie seconded the motion.

City Attorney Scott stated the item for consideration tonight is the rezoning, and conditions would be addressed under the proper process through Planning Commission and Conditional Use Permitting.

Following further discussion, Council Member Asmus called for the vote on the friendly amendment. On a voice vote, the motion died on a vote of Ayes 1, Noes 7. Council Members Ask, Nelsen, Shuldes, O’Brien, Davis, Asmus, and Fagerlie voted “no”.

The motion to adopt, assign a number, and publish said ordinance then carried on a roll call vote of Ayes 7, Noes 1. Council Member Butterfield voted “no”.

Human Resources Director Sietsema presented a request to approve the second half of the updated Personnel Policy Handbook and referenced the policy changes.

Following discussion, Council Member Davis offered a motion to approve staff’s request. Council Member Asmus seconded the motion, which carried unanimously.

City Administrator Valiant presented a request to approve hiring an Interim Finance Director. It was noted current Finance Director Steve Okins will be retiring April 21, 2023, and the City is looking to hire someone for the interim until a permanent replacement is hired.

Following discussion, Council Member O’Brien offered a motion to hire Bill Fenske at the rate proposed in Option A and introduced **Resolution No. 2023-066 Authorizing Execution of An Agreement with Bill Fenske**. Council Member Asmus seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

City Administrator Valiant presented a request to approve staff to continue working with BKV Group for additional services regarding the concepts of: 1) a combined City Hall and Community Center at the J.C. Penny location; 2) a combined Willmar Municipal Utility and City Hall concept, and; 3) complete renovation of the current Community Center location, pending a structural review.

Following discussion, **Resolution No. 2023-067 Authorizing Execution of a Professional Services Agreement with BKV Group** was introduced by Council Member Nelsen. Council Member Davis seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Public Works Director Manzer presented a request to approve Amendment No. 1 to the 2023 Street and Other Improvement Projects Engineering Professional Services Agreement with Bolton and Menk, increasing the contract by \$992,735.

Following discussion, **Resolution No. 2023-068 Accepting Contract Amendment No. 1 With Bolton and Menk, Inc. for the 2023 Street and Other Improvements Professional Services Contract** was

introduced by Council Member Nelsen. Council Member Ask seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Contracted City Engineer Jared Voge presented a request to award 2023 Street Improvement Projects and Adopt As-Bid Budgets. It was noted bids were opened on March 28, 29, and 30, 2023 for the 2023 Projects.

Resolution No. 2023-069 Awarding Project No. 2301-A to Duininck, Inc. in the Amount of \$5,997,387.50 was introduced by Council Member Fagerlie. Council Member Nelsen seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Resolution No. 2023-070 Project No. 2301-A As-Bid Budget Total Cost \$7,436,300 was introduced by Council Member Fagerlie. Council Member Nelsen seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Resolution No. 2023-071 Awarding Project No. 2301-C to Duininck, Inc. in the Amount of \$4,046,267.46 was introduced by Council Member Nelsen. Council Member Shuldes seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Resolution No. 2023-072 Project No. 2301-C As-Bid Budget Total Cost \$5,023,880 was introduced by Council Member Nelsen. Council Member Davis seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Resolution No. 2023-073 Awarding Project No. 2303 to Duininck, Inc. in the Amount of \$1,482,695.09 was introduced by Council Member Asmus. Council Member Nelsen seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0. Council Member Fagerlie abstained from voting.

Resolution No. 2023-074 Project No. 2303 As-Bid Budget Total Cost \$1,842,200 was introduced by Council Member Ask. Council Member Asmus seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Resolution No. 2023-075 Awarding Project No. 2304 to Joe Riley Construction in the Amount of \$323,580.60 was introduced by Council Member Fagerlie. Council Member O'Brien seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Resolution No. 2023-076 Project No. 2304 As-Bid Budget Total Cost \$450,680 was introduced by Council Member Asmus. Council Member Shuldes seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Contracted City Engineer Jared Voge presented a request to award Project No. 2308 Seal Coat to Asphalt Surface Technologies Corp. in the amount of \$388,804.50. It was noted bids were received on March 28, 2023, with a completion date of August 31, 2023.

Resolution No. 2023-077 Awarding Project No. 2308 to Asphalt Surface Technologies Corp. in the Amount of \$388,804.50 was introduced by Council Member Shuldes. Council Member Fagerlie seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Planning and Development Services Director Walker presented a request to remove two inactive Planning Commission members – Stephanie Carlson and Jasmine Miller. It was noted staff reached out multiple times to both commissioners with little or no response. These Commissioners have more than three consecutive unexcused absences. Per City Charter Section 4.01, "if a member of a board or commission fails to attend three (3) consecutive regular meetings of the board or commission without being excused by the board or commission, the City Council may remove said member by an affirmative vote of five (5) members of the Council."

Following discussion, Council Member Nelsen offered a motion to approve staff's request. Council Member Fagerlie seconded the motion, which carried unanimously.

Council Member O'Brien offered the following comments: "Thank you" to all law enforcement personnel and CEE-VI Drug and Gang Task Force personnel for serving during these difficult times, and to their families for their support.

Council Member Nelsen offered the following comments: "Thank you" to Finance Director Steve Okins for his years of service to the City, and noted there will be a retirement party on Friday, April 21st from 2:00 p.m. to 4:00 p.m. at the Willmar Fire Station.

Mayor Reese offered the following comments: The Mayor's Prayer Breakfast will be held at 6:30 a.m. on May 4, 2023, at the Conference Center.

At 8:14 p.m. upon motion by Council Member Ask and seconded by Council Member Fagerlie, the Council entered into closed session pursuant to Statute 13D.05, Subd. 3(c) to consider offers or counteroffers for the City's purchase or sale of real property and/or to determine the asking price for real property to be sold by the City.

At 8:25 p.m. Council returned to open session.

At 8:26 p.m. upon motion by Council Member Fagerlie and seconded by Council Member Asmus, the Council entered into closed session pursuant to Statute 13D.05, Subd. 3(c) to consider offers or counteroffers for the City's purchase or sale of real property and/or to determine the asking price for real property to be sold by the City.

At 8:45 p.m. Council returned to open session.

At 8:47 p.m. upon motion by Council Member Nelsen and seconded by Council Member Shuldes, the Council entered into closed session pursuant to Statute 13D.05, Subd. 3(c) to consider offers or counteroffers for the City's purchase or sale of real property and/or to determine the asking price for real property to be sold by the City.

At 9:18 p.m. Council returned to open session.

Resolution No. 2023-078 A Resolution of the City Council of the City of Willmar, Minnesota, Approving the Early Access Agreement with MB Rail IB Equipment, LLC was introduced by Council Member Fagerlie. Council Member Asmus seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Council Member Asmus offered a motion to adjourn the meeting, with Council Member O'Brien seconding the motion, which carried. The meeting adjourned at 9:20 p.m.

MAYOR

Attest:

SECRETARY TO THE COUNCIL

RESOLUTION NO. 2023-063

MINNESOTA DEPARTMENT OF NATURAL RESOURCES – HANGAR LEASE RENEWALS

Motion By: Ask Second By: Asmus

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, enter into renewal agreements NR40015 and NR40020 with the Minnesota Department of Natural Resources for storage space HG-7, Unit N and HG-6 #5 at Willmar Municipal Airport.

BE IT FURTHER RESOLVED that the Mayor and City Administrator of the City of Willmar are authorized to sign agreements.

Dated this 17th day of April 2023

/s/ Douglas E. Reese
Mayor

Attest:

/s/ Judy R. Thompson
City Clerk

RESOLUTION NO. 2023-064

**RESOLUTION APPROVING THE BEVERAGE AND VENDING AGREEMENT WITH VIKING COCA-COLA
BOTTLING COMPANY/ VERSA VENDING**

Motion By: Ask Second By: Asmus

BE IT RESOLVED by the City Council of the City of Willmar to approve the beverage and vending agreement with Viking Coca-Cola Bottling Company/ Versa Vending.

Dated this 17th day of April, 2023

/s/ Douglas E. Reese
MAYOR

Attest:

Judy R. Thompson
CITY CLERK

RESOLUTION NO. 2023-065

AUTHORIZE SIGNERS FOR INVESTMENT DOCUMENTS

Motion By: Ask Second By: Asmus

WHEREAS the City of Willmar desires to name the City Administrator, City Operations Director, Finance Director, and Assistant Finance Director as signatories for investment documents.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Willmar that the City Administrator, City Operations Director, Finance Director, and Assistant Finance Director be authorized to sign for investment documents.

Dated this 17th day of April 2023

/s/ Douglas E. Reese
Mayor

Attest:

/s/ Judy R. Thompson
City Clerk

RESOLUTION NO. 2023-066

**RESOLUTION AUTHORIZING EXECUTION OF
AN AGREEMENT WITH BILL FENSKE**

Motion By: O'Brien Second By: Asmus

BE IT RESOLVED by the City Council of the City of Willmar to approve the agreement with Bill Fenske in the amount of \$135.00 per hour. This agreement will expire August 31, 2023.

The Mayor and City Administrator are authorized to execute this agreement and any amendments on behalf of the City of Willmar.

Dated this 17th day of April, 2023

/s/ Douglas E. Reese
MAYOR

Attest:

/s/ Judy R. Thompson
CITY CLERK

RESOLUTION NO. 2023-067

**RESOLUTION AUTHORIZING EXECUTION OF
A PROFESSIONAL SERVICES AGREEMENT WITH BKV GROUP.**

Motion By: Nelsen Second By: Davis

BE IT RESOLVED by the City Council of the City of Willmar to approve the professional services agreement with BKV Group not to exceed \$15,000.

The Mayor and City Administrator are authorized to execute this agreement and any amendments on behalf of the City of Willmar.

Dated this 17th day of April, 2023

/s/ Douglas E. Reese
MAYOR

Attest:

/s/ Judy R. Thompson
CITY CLERK

RESOLUTION NO. 2023-068

A RESOLUTION ACCEPTING CONTRACT AMENDMENT NO. 1 WITH BOLTON AND MENK, INC. FOR THE 2023 STREET AND OTHER IMPROVEMENTS PROFESSIONAL SERVICES CONTRACT.

Motion By: Nelsen

Second By: Ask

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the Mayor and City Administrator of the City of Willmar are hereby authorized to modify the contract for the 2023 Street and Other Improvements Professional Services Contract between the City of Willmar and Bolton and Menk, Inc. of Willmar, Minnesota by Contract Amendment No. 1 in the increased amount of \$992,735.

Dated this 17th day of April, 2023

/s/ Douglas E. Reese
Mayor

Attest:

/s/ Judy R. Thompson
City Clerk

RESOLUTION NO. 2023-069

A RESOLUTION AWARDING PROJECT NO. 2301-A TO DUININCK, INC. IN THE AMOUNT OF \$5,997,387.50.

Motion By: Fagerlie

Second By: Nelsen

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the bid of Duininck, Inc. of Prinsburg, MN for Project No. 2301-A is accepted, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to enter into an agreement with the bidder for the terms and consideration of the contract in the amount of \$5,997,387.50.

Dated this 17th day of April, 2023

/s/ Douglas E. Reese
Mayor

Attest:

/s/ Judy R. Thompson
City Clerk

RESOLUTION NO. 2023-070
PROJECT NO. 2301-A AS-BID BUDGET
TOTAL COST \$7,436,300

*Budget Amounts are Essential

Motion By: Fagerlie

Second By: Nelsen

Code

PERSONNEL SERVICES

10* Salaries Reg. Employees
11* Overtime Reg. Employees
12* Salaries Temp. Employees
13* Employer Pension Contr.
14* Employer Ins. Contr.

TOTAL **\$0.00**

RECEIVABLES

Assessments Prop Owners \$903,665
Community Investment \$3,139,900
MSA \$1,400,000
MUC \$850,400
WTP \$664,925
LOST \$477,410

TOTAL **\$7,436,300**

SUPPLIES

20* Office Supplies
21* Small Tools
22* Motor Fuels & Lubricants
23* Postage
24 Mtce. of Equipment
25 Mtce. of Structures
26 Mtce. of Other Improvements
27 Subsistence of Persons
28 Cleaning & Waste Removal
29* General Supplies

TOTAL **\$0.00**

FINANCING

GENERAL \$4,043,565
LOST \$477,410
MSA \$1,400,000
WTP \$664,925
MUC \$850,400

TOTAL **\$7,436,300**

GRAND TOTAL **\$7,436,300**

Dated this 17th day of April, 2023

OTHER SERVICES

33* Travel-Conf.-Schools
34 Mtce. of Equipment
35 Mtce. of Structures
36* Mtce. of Other Impr. \$5,997,400
37 Subsistence of Persons
38 Cleaning & Waste Removal
39* Other Services \$300,100

TOTAL **\$6,297,500**

/s/ Douglas E. Reese
Mayor

Attest:

/s/ Judy R. Thompson
City Clerk

OTHER CHARGES

46* Prof. Serv.	\$1,133,800
49 Other Charges	\$5,000
TOTAL	\$1,138,800
GRAND TOTAL	\$7,436,300

RESOLUTION NO. 2023-071

**A RESOLUTION AWARDING PROJECT NO. 2301-C TO DUININCK, INC. IN THE AMOUNT OF
\$4,046,267.46.**

Motion By: Nelsen Second By: Shuldes

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the bid of Duininck, Inc. of Prinsburg, MN for Project No. 2301-C is accepted, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to enter into an agreement with the bidder for the terms and consideration of the contract in the amount of \$4,046,267.46.

Dated this 17th day of April, 2023

/s/ Douglas E. Reese
Mayor

Attest:

/s/ Judy R. Thompson
City Clerk

**RESOLUTION NO. 2023-072
PROJECT NO. 2301-C AS-BID BUDGET
TOTAL COST \$5,023,880**

*Budget Amounts are Essential

Motion By: Nelsen Second By: Davis

Code

PERSONNEL SERVICES

10* Salaries Reg. Employees	
11* Overtime Reg. Employees	
12* Salaries Temp. Employees	
13* Employer Pension Contr.	
14* Employer Ins. Contr.	
TOTAL	\$0.00

RECEIVABLES

Assessments Prop Owners	\$939,705
Community Investment	\$2,017,635
MSA	\$0
MUC	\$772,860
WTP	\$1,074,110
LOST	\$219,570

TOTAL \$5,023,880

SUPPLIES

20* Office Supplies	
21* Small Tools	
22* Motor Fuels & Lubricants	

FINANCING

GENERAL	\$2,957,340
LOST	\$219,570

23* Postage	MSA	\$0
24 Mtce. of Equipment	WTP	\$1,074,110
25 Mtce. of Structures	MUC	\$772,860
26 Mtce. of Other Improvements		
27 Subsistence of Persons	TOTAL	\$5,023,880
28 Cleaning & Waste Removal		
29* General Supplies	GRAND TOTAL	\$5,023,880
TOTAL	\$0.00	

Dated this 17th day of April, 2023

OTHER SERVICES

33* Travel-Conf.-Schools		
34 Mtce. of Equipment		<u>/s/ Douglas E. Reese</u>
35 Mtce. of Structures		Mayor
36* Mtce. of Other Impr.	\$4,046,280	
37 Subsistence of Persons		Attest:
38 Cleaning & Waste Removal		
39* Other Services	\$202,500	
TOTAL	\$4,248,780	<u>/s/ Judy R. Thompson</u>
		City Clerk

OTHER CHARGES

46* Prof. Serv.	\$765,100
49 Other Charges	\$10,000
TOTAL	\$775,100
GRAND TOTAL	\$5,023,880

RESOLUTION NO. 2023-073

A RESOLUTION AWARDING PROJECT NO. 2303 TO DUININCK, INC. IN THE AMOUNT OF \$1,482,695.09.

Motion By: Asmus

Second By: Nelsen

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the bid of Duininck, Inc. of Prinsburg, MN for Project No. 2303 is accepted, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to enter into an agreement with the bidder for the terms and consideration of the contract in the amount of \$1,482,695.09.

Dated this 17th day of April, 2023

/s/ Douglas E. Reese
Mayor

Attest:

/s/ Judy R. Thompson
City Clerk

RESOLUTION NO. 2023-074
PROJECT NO. 2303 AS-BID BUDGET

TOTAL COST \$1,842,200

*Budget Amounts are Essential

Motion By: Ask

Second By: Asmus

Code

PERSONNEL SERVICES

10* Salaries Reg. Employees
11* Overtime Reg. Employees
12* Salaries Temp. Employees
13* Employer Pension Contr.
14* Employer Ins. Contr.

TOTAL \$0.00

RECEIVABLES

Assessments Prop Owners \$1,125,900
Community Investment \$716,300
MSA \$0
MUC \$0
WTP \$0
LOST \$0

TOTAL \$1,842,200

SUPPLIES

20* Office Supplies
21* Small Tools
22* Motor Fuels & Lubricants
23* Postage
24 Mtce. of Equipment
25 Mtce. of Structures
26 Mtce. of Other Improvements
27 Subsistence of Persons
28 Cleaning & Waste Removal
29* General Supplies

TOTAL \$0.00

FINANCING

GENERAL \$1,842,200
LOST \$0
MSA \$0
WTP \$0
MUC \$0

TOTAL \$1,842,200

GRAND TOTAL \$1,842,200

Dated this 17th day of April, 2023

OTHER SERVICES

33* Travel-Conf.-Schools
34 Mtce. of Equipment
35 Mtce. of Structures
36* Mtce. of Other Impr. \$1,482,700
37 Subsistence of Persons
38 Cleaning & Waste Removal
39* Other Services \$74,200

TOTAL \$1,556,900

/s/ Douglas E. Reese
Mayor

Attest:

/s/ Judy R. Thompson
City Clerk

OTHER CHARGES

46* Prof. Serv. \$280,300
49 Other Charges \$5,000

TOTAL \$285,300

GRAND TOTAL \$1,842,200

RESOLUTION NO. 2023-075

A RESOLUTION AWARDDING PROJECT NO. 2304 TO JOE RILEY CONSTRUCTION IN THE AMOUNT OF \$323,580.60

Motion By: Fagerlie

Second By: O'Brien

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the bid of Joe Riley Construction of Morris, MN for Project No. 2304 is accepted, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to enter into an agreement with the bidder for the terms and consideration of the contract in the amount of \$323,580.60.

Dated this 17th day of April, 2023

/s/ Douglas E. Reese
Mayor

Attest:

/s/ Judy R. Thompson
City Clerk

RESOLUTION NO. 2023-076
PROJECT NO. 2304 AS-BID BUDGET
TOTAL COST \$450,680

*Budget Amounts are Essential

Motion By: Asmus

Second By: Shuldes

Code

PERSONNEL SERVICES

10* Salaries Reg. Employees
11* Overtime Reg. Employees
12* Salaries Temp. Employees
13* Employer Pension Contr.
14* Employer Ins. Contr.

TOTAL \$0.00

RECEIVABLES

Assessments Prop Owners \$0
Community Investment \$450,680
MSA \$0
MUC \$0
WTP \$0
LOST \$0

TOTAL \$450,680

SUPPLIES

20* Office Supplies
21* Small Tools
22* Motor Fuels & Lubricants
23* Postage
24 Mtce. of Equipment
25 Mtce. of Structures
26 Mtce. of Other Improvements
27 Subsistence of Persons
28 Cleaning & Waste Removal
29* General Supplies

TOTAL \$0.00

FINANCING

GENERAL \$450,680
LOST \$0
MSA \$0
WTP \$0
MUC \$0

TOTAL \$450,680

GRAND TOTAL \$450,680

Dated this 17th day of April, 2023

OTHER SERVICES

33* Travel-Conf.-Schools
34 Mtce. of Equipment
35 Mtce. of Structures

/s/ Douglas E. Reese
Mayor

36* Mtce. of Other Impr.	\$323,585	
37 Subsistence of Persons		Attest:
38 Cleaning & Waste Removal		
39* Other Services	\$16,200	
TOTAL	\$339,785	<u>/s/ Judy R. Thompson</u> City Clerk
OTHER CHARGES		
46* Prof. Serv.	\$108,395	
49 Other Charges	\$2,500	
TOTAL	\$110,895	
GRAND TOTAL	\$450,680	

RESOLUTION NO. 2023-077

**A RESOLUTION AWARDDING PROJECT NO. 2308 TO ASPHALT SURFACE TECHNOLOGIES CORP.
IN THE AMOUNT OF \$388,804.50.**

Motion By: Shuldes Second By: Fagerlie

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the bid of Asphalt Surface Technologies Corp. of St. Cloud, MN for Project No. 2308 is accepted, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to enter into an agreement with the bidder for the terms and consideration of the contract in the amount of \$388,804.50.

Dated this 17th day of April, 2023

/s/ Douglas E. Reese
Mayor

Attest:

/s/ Judy R. Thompson
City Clerk

RESOLUTION NO. 2023-078

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLMAR, MINNESOTA, APPROVING THE
EARLY ACCESS AGREEMENT WITH MB RAIL IB EQUIPMENT, LLC**

Motion By: Fagerlie Second By: O'Brien

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the Early Access Agreement with MB Rail IB Equipment, LLC, appended hereto, is accepted as to form and hereby approved, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to execute a version of said agreement that is substantially consistent with the attached draft on behalf of the City.

Dated this 17th day of April, 2023

/s/ Douglas E. Reese
Mayor

Attest:

/s/ Judy R. Thompson
City Clerk

**Willmar Lakes Area CVB Board Meeting
EBO Board Room of the CVB/Chamber & Online Via Zoom
Tuesday, March 21, 2023, @ 12:00 Noon**

Members Present: Caroline Chan, Doug Kuehnast, Sabrina Lere, Audrey Nelsen, Ryan Scheffler, Sue Steinert, Judy Thompson, Art Benson, Nancy Larson, Steve Gardner, Ken Warner, David Feist, and Mike McArthur

Members Excused: Chad Lien, Dave Henle, Dave Baker, and Asim Siddiqui

Members Absent: John Dahl

Staff Present: Beth Fischer and Tanya Rosenau

- I. **Call to Order:** Steinert called the meeting to order at 12:03 pm.
 - a. **Additions or corrections to the agenda:** There were no additions or corrections to the agenda.
- II. **Approve Minutes from the January 27, 2023, Meeting:** It was MSC (m/Kuehnast; s/Gardner) to approve the minutes from the January 27, 2023, meeting.
- III. **Financial Report:** Thompson presented the financial report and reviewed the lodging tax revenues report. Fischer noted that the EDC will be contributing in installments this year and that the revenues from the New London Township are being given quarterly, not monthly. It was MSC (m/Gardner, s/Nelsen) to approve the financial report as it was presented.
- IV. **Marketing Discussion:** Fischer shared her marketing presentation with the CVB Board. We are in over 40 different publications or platforms promoting the Willmar Lakes Area as a travel destination. Geographical areas include Southern MN, Sioux Falls, Iowa, Nebraska and the Twin Cities Metro. We do anything and everything we can with Explore Minnesota. She went over the CrowdRiff Platform and how we use those photos for marketing the area. She shared how we work with content creators and influencers with Shrpa. This year we will have 6 collaborations and 24 different adventures. Everyone can be a creator on the platform. Fischer shared that there is a new enhanced digital format of the visitor guide this year. She shared how the sport shows went this year and did a brief overview of the CVB website. Fischer shared information on the Zartico platform and how we would have the ability to track visitor information in our area and at events. The cost is around \$25,000/yr. There was a consensus to see a demonstration from Zartico at an upcoming meeting via Zoom.
- V. **Committee Reports/Updates:**
 - a. **Sports:** Scheffler shared that the past couple of months were busy. The Civic Center hosted the annual figure skating show, the Novice Bonspiel, and the 12U Regional Hockey Tournament. He is hoping to get a state squirt tournament and another regional tournament for next year. The ice came off of the Cardinal arena on Thursday. Auto Value had their first show in the event center recently. They have lots of events scheduled for the event center this year already. They have booked the Farm Network Show for three days next March. The Willmar Baseball Association will be playing before the Twins game on April 22nd. They are selling tickets for \$10.
 - b. **Leisure:** Fischer shared that they did not meet this month due to a snowstorm. Next month they will meet at Raptor Ridge Museum.
 - c. **Meetings & Conventions:** No new business to report.
 - d. **Visitor Guide:** Fischer shared that they have a cover, but the publisher hasn't sent a draft of the full guide yet.

VI. Affiliated Partnership Updates/Reports:

- a. **Spicer Commercial Club:** Larson shared that they had very strong local business support for Winterfest. They are busy planning the 4th of July events and are trying to enhance the children's events. They are upgrading the stage and rewrapping it.
- b. **New London:** No report received from Dahl. McArthur shared that the New London Area Chamber is looking at a new strategic plan for the next 2-5 years. The City of New London is putting together a Parks & Recreation master plan.

VII. Executive Director Report: Fischer reviewed the March Executive Director Report. She noted some upcoming events, including Gideons & Auxiliary State Convention, NARFE Convention, Sunburg Syttende Mai Celebration and many more. She submitted an ad to MN Snowmobiling, MN Bike Guide Publication, and Have Fun Biking. She contracted ad space with MN Trails, MN Meetings & Events, and AAA Living. She renewed the CrowdRiff platform and added the call-to-action feature for 2023 & 2024. She contracted with Shrp for 2023. She met with Bandwango and plans to start the passport in June. Met with Ten17 Media to discuss possible marketing opportunities. She contracted with Great Places Minnesota for a social campaign. We will be partnering with the Willmar Stingers to advertise on Bally Sports North. We continue to have a PPC campaign running on Google and market extensively on social media. She submitted a bid to host the 2024 MN Catholic Order of Foresters State Convention and the MN State Council for Continuing Education and Customized Training conference. This past weekend we had the CCR Retreat, and it went well. Copies of the Executive Director's Report are available upon request from the CVB office..

VIII. Other Business:

- a. **EDC Planning Session:** Fischer shared that she attended the EDC Planning Session last Thursday. Broadband, Housing and Childcare continue to be focus areas for staff. Benson shared a few more details of the planning session related to Elevate students and the housing study.

[Lere exited meeting]

- b. **Branding Update:** Fischer shared that they have two proposals. The Chamber, EDC, and CVB met with the City of Willmar on rebranding and how we can work together to create a more cohesive look and feel. They are only in the beginning stages of corresponding and rebranding. Gardner shared that the County is also looking to rebrand. Fischer noted that it's important for everyone to look at ways to work together.
- c. **Word Around the Community:**
 - i. **McArthur:** He is looking forward to the wedding and golf season.
 - ii. **Larson:** She is looking forward to ice out and the snow melting.
 - iii. **Gardner:** He shared information about LGA and about a bill for housing that would have an annual appropriation. They will have a public hearing at their next meeting to establish a housing trust fund. More information to come.
 - iv. **Warner:** The Chamber Community Leadership Celebration is next Friday at MinnWest Technology Campus from 7:30-9:30am. They will be recognizing Denny Baker, Aaron Backman, and Hallie Johnson. Lester Bagley, the Vice President of Public Affairs for the Minnesota Vikings will be the speaker. April 1st will be the next town hall meeting with Representative Dave Baker and Senator Andrew Lang.
 - v. **Chan:** Thank you from all of their team members for giving them a place to stay during the storms.
 - vi. **Nelsen:** She shared that at the Council meeting, they approved a quote to purchase a post clock and a consultant to work on fiber and broadband. They also discussed a location for City Hall and are asking for more information in the next 60 days.
- d. **Other:**
- e. **Next Meeting:** Tuesday, April 18, 2023, at 12:00 noon

IX. Adjournment: Steinert adjourned the meeting at 1:10 pm.

Respectfully Submitted by,
Tanya Rosenau, Administrative Assistant
Willmar Lakes Area Convention & Visitors Bureau



City of Willmar
CONVENTION & VISITORS BUREAU
Balance Sheet as of March 31, 2023
(As of 04/07/23)

Assets

Cash	\$ 3,055.52
Bremer Wealth Money Market	-
Petty Cash	50.00
Investments	362,298.76
Taxes Receivable	-
Accounts Receivable	-
Prepaid Expenses	4,095.56
Interest Receivable	142.86
Total Assets	\$ 369,642.70

Liabilities

Accounts Payable	\$ -
PPP2 Loan Share from Chamber	-
Unrealized Revenue - Taxes	-
Total Liabilities	-

Fund Balance

Restricted Fund Balance - Prepaid Expenses	7,352.99
Restricted Fund Balance - Governor's Fishing Opener	-
Committed Fund Balance - CVB	28,193.86
Assigned Fund Balance - Petty Cash/CVB	50.00
Restricted Fund Balance - CVB	283,795.85
Restricted Fund Balance - CVB 2023	50,250.00
Total Fund Balance	369,642.70

Total Liabilities & Fund Balance **\$ 369,642.70**



Lodging Tax History

	2015	2016	2017	2018	2019	2020	2021	2022	2023
January	\$ 12,481.92	\$ 16,072.96	\$ 15,411.55	\$ 14,438.84	\$ 14,232.85	\$ 14,148.02	\$ 7,741.02	\$ 17,530.03	\$ 19,479.44
								9 properties 476 rooms	10 properties 497 rooms
February	\$ 13,861.89	\$ 12,644.59	\$ 13,292.01	\$ 13,934.28	\$ 14,552.98	\$ 15,048.46	\$ 9,101.68	\$ 13,032.62	\$ 15,381.43
								9 properties 476 rooms	9 properties - one missing
March	\$ 13,268.74	\$ 11,951.98	\$ 14,443.01	\$ 14,696.50	\$ 15,673.47	\$ 9,303.62	\$ 12,363.16	\$ 16,301.29	\$ -
								10 properties 497 rooms	
April	\$ 20,893.77	\$ 16,855.81	\$ 15,757.48	\$ 16,409.14	\$ 17,819.29	\$ 4,588.16	\$ 15,029.77	\$ 19,180.17	\$ -
								10 properties 497 rooms	
May	\$ 27,168.41	\$ 16,576.02	\$ 15,746.72	\$ 20,539.88	\$ 20,001.25	\$ 7,314.51	\$ 17,537.08	\$ 25,997.69	\$ -
								10 properties 497 rooms	
June	\$ 31,353.36	\$ 23,587.69	\$ 26,686.49	\$ 28,342.49	\$ 24,163.13	\$ 12,608.70	\$ 23,624.61	\$ 31,219.70	\$ -
								10 properties 497 rooms	
July	\$ 31,335.96	\$ 21,423.26	\$ 27,584.55	\$ 28,880.56	\$ 26,044.25	\$ 16,449.45	\$ 28,542.94	\$ 34,930.15	\$ -
								10 properties 497 rooms	
August	\$ 26,012.06	\$ 24,542.87	\$ 26,921.27	\$ 26,212.67	\$ 25,113.28	\$ 17,345.10	\$ 28,063.26	\$ 37,198.88	\$ -
								10 properties 497 rooms	
September	\$ 19,337.47	\$ 20,738.25	\$ 21,674.86	\$ 24,656.95	\$ 23,058.37	\$ 16,540.48	\$ 23,485.38	\$ 29,875.49	\$ -
								10 properties 497 rooms	
October	\$ 17,588.17	\$ 19,325.13	\$ 21,137.60	\$ 23,002.47	\$ 22,999.10	\$ 16,290.21	\$ 20,545.88	\$ 32,789.52	\$ -
								10 properties 497 rooms	
November	\$ 13,727.63	\$15,342.87	\$14,726.67	\$17,698.50	\$17,729.37	\$8,651.30	\$17,090.35	\$25,876.14	\$ -
Camping	\$14,785.45	\$15,497.95	\$15,862.70	\$16,275.30	\$15,594.25	\$13,829.45	\$17,917.95	\$15,558.85	
December	\$ 13,694.93	\$13,812.73	\$13,553.46	\$14,020.88	\$14,276.98	\$6,674.59	\$15,743.86	\$21,732.15	\$ -
								11 properties 548 rooms	
Total Lodging tax	\$ 255,509.76	\$ 228,372.11	\$ 242,798.37	\$ 259,108.46	\$ 251,258.57	\$ 158,792.05	\$ 236,786.94	\$ 321,222.68	\$ 34,860.87

PARKS AND RECREATION BOARD
March 15, 2023 1:30PM
Community Room-Willmar Civic Center

Members Present: Al Setrum, Rand Middleton, Alissa Norsten
Steve Tammen, Jim Anderson, Kent Skoglund

Staff Present: Rob Baumgarn, Rachel Centellas

City Council Members: Carl Shuldes

Kent called the meeting to order and took roll call. He asked for any additions or deletions to the agenda, there were none.

Kent asked for a motion to approve the February meeting minutes. Rand made a motion and Steve seconded. All were in favor. November meeting minutes approved. There were no public comments.

The group first watched a video on pickleball. Discussion was had about the location of pickleball courts.

The next topic of discussion was the positions being filled at the Civic Center. Anita Nelson was hired as a Recreation Coordinator and Daniel Rothwell was hired for maintenance.

Garfield Ice Rinks and warming house was the next item on the agenda. Rob explained that he has been talking with the school about a land exchange agreement for this property. If the City were to take it over we would be able to build a new warming house closer to the rinks. Discussion was had about the warming house and rink usage.

Rob went through the 2023 Capitol Improvement Projects (CIP). The new fitness park will be located at Sperry park and will be done this summer. This will take place of adding two new playgrounds next year. He has been working on a grant for the bike and walking trails and will hopefully be able to improve the trail head. Bjorsell and Hanson Parks will be updated this year with new equipment. There was discussion about the future projects.

Rob then gave an update on the Invest in Willmar projects. Final payments will be going out soon on most projects and should close out in April. After that we will know how much is left in each project.

Rob discussed the coordinators reports.

There were no board announcements.

Carl made a motion to adjourn the meeting, Steve seconded. All were in favor.
Meeting adjourned.

WILLMAR MUNICIPAL UTILITIES COMMISSION
MEETING MINUTES – APRIL 24, 2023
11:45 AM – WMU AUDITORIUM

The Municipal Utilities Commission (MUC) met in its regular scheduled meeting on Monday, April 24, 2023, at 11:45 am in the WMU Auditorium with the following Commissioners present: Shawn Mueske, Carol Laumer, John Kennedy, Patricia Elizondo, and Terrill Sieck. Absent were Commissioners Bruce DeBlieck and Dave Baumgart.

Others present at the meeting were: General Manager John Harren, Director of Administration Janell Johnson, Finance & Office Services Supervisor Andrea Prekker, IS Coordinator Mike Sangren, Executive Secretary Beth Mattheisen, Energy/Safety Outreach Coordinator Amber Dale, City Attorney Robert Scott (via teleconference), and WC Tribune Journalist Jennifer Kotila.

Due to the absence of Commission Secretary Baumgart, Commission Vice President Mueske opened the meeting by appointing Commissioner Laumer to serve as Acting Secretary. Following the appointment, the Pledge of Allegiance was recited. Commissioner Mueske continued by asking if any revisions were needed to the presented agenda. There being none, a resolution was requested to approve the consent agenda. Following review and discussion, Commissioner Kennedy offered a resolution to approve the consent agenda as presented. Commissioner Sieck seconded.

RESOLUTION NO. 15

“BE IT RESOLVED, by the Municipal Utilities Commission of the City of Willmar, Minnesota, that the consent agenda be approved as presented which includes:

- ❖ Minutes from the April 10, 2023, Commission meeting; and,
- ❖ Bills represented by vouchers No. 20230463 to No. 20230528 and associated wire transfers inclusive in the amount of \$1,852,245.42.

Dated this 24th day of April, 2023.

Vice President

Attest:

Acting Secretary

The foregoing resolution was adopted by a vote of five ayes and zero nays.

Energy/Safety Outreach Coordinator Dale provided the Commission with an overview of electric vehicles (EV) and electric chargers specifically how they relate to WMU and the Willmar area. Currently the total number of EV in Kandiyohi County is estimated at 90 (includes both plug-in hybrid and all-electric vehicles). A brief explanation of the three types of EV charging units was presented along with the increasing sites in our community. Public chargers are located at Goodwill (Level 2 charger – completed); Mills Toyota (Level 2 charger – completed; Mills Ford (Level 2 charger – completed; Cub Foods (8 – Level 3 Tesla super chargers – summer completion); and, additional units in the early stages of development. WMU staff will continue to monitor the number of EV in the area, promote rebates through Bright Energy Solutions (MRES), market programs designed to promote desired charging habits through discounted charging programs, and to familiarize WMU customers with electric vehicles and chargers.

As a member of Missouri River Energy Services (MRES), the WMU is provided a monthly update of the MRES and Western Minnesota Municipal Power Agency (WMPMA) Boards of Directors meeting. The March 2023 monthly update provides a brief overview of the topics discussed by the Boards and the actions taken.

General Manager Harren recapped for the Commission the April 14th weekly update provided by Jacobson Law Group on their continued legislative efforts to secure financial assistance for the NE Water Treatment Plant Project.

General Manager Harren informed the Commission that meetings of both the WMU Labor and Planning Committees will also be forthcoming. Tentative future Labor Committee agenda item(s) will include union negotiations. Tentative future Planning Committee agenda items will include generation, new building, water treatment plant funding, and SunRay Water System.

For information: Upcoming 2023 events to note include:

- MRES Annual Meeting: May 10-11 (Sioux Falls, SD)
- APPA National Conference: June 18-21 (Seattle, WA)
- MMUA Summer Conference: August 21-23 (Duluth)

There being no further business to come before the Commission, Commissioner Laumer offered a motion to adjourn. Commissioner Kennedy seconded the motion which carried by a vote of five ayes and zero nays, and the meeting was adjourned at 12:05 pm.

Respectfully Submitted,

WILLMAR MUNICIPAL UTILITIES

Beth Mattheisen
Executive Secretary

ATTEST:

Carol Laumer, Acting Secretary

WILLMAR PLANNING COMMISSION
WEDNESDAY, APRIL 12th, 2023
333 6TH STREET SW, CONFERENCE ROOM 1
MINUTES

1. The Willmar Planning Commission met on Wednesday, April 12th, 2023 at 6:30pm at the City Hall

Member Present: Vice-chair Kelsey Vosika, Yvon Fils-Aime, Stacy Holwerda, Christopher Buzzeo and John Christianson.

Members Absent: Jonathan Marchand, Stephanie Carlson, Jasmine Miller and Steve Dresler.

Others Present: Director Justice Walker, Dan Jacobs and Doug Fenstra.

2. Vice-Chair Vosika called for order at 6:33pm. She started with the review of minutes from March 15th. Commissioner Buzzeo motioned to approve, and Commissioner Fils-Aime seconded. All members present voted aye to approve. The motion was approved.

3. Farm-Rite:

Director Walker overviewed the project according to the agenda and read the Staff comments. Director Walker opened for questions or any comments. Commissioner asked who is the owner of the pond land. Walker responded it is owned by Farm-rite and the pond will help drain water from the region. Staff recommend approving the plan review considering the zoning, the correct setbacks, open space, building coverage and the parking spaces was explained that staff intends to change the parking minimum. If the change is not approved, Farm-rite will need a variance to under build parking.

Commissioner Buzzeo motioned to approve, and Commissioner Christianson seconded. All members present voted aye to approve. The motion was approved.

4. City initiated Zoning Map and Text Amendments:

Director Walker explained that this is a preliminary discussion. Walker explained the location of the area and indicated that the GB district permits multi-family housing. It means that changing the zoning from R4 to GB will not change anything substantially. The apartment complex that already exists will still conform with the zoning. Director Walker explained that the owners on 1st street were buying lots on the rear for expanding parking lots and it doesn't make sense to retain this island of R4, considering the multi-family use will still be permitted. Director Walker informed the Commissioner the next Planning Commission meeting we will have the public hearing about this rezoning.

In the second part Director Walker explained the proposed changes on in GB for south of Willmar Ave from General Business (GB) to General Business 2. The change will permit a more intense commercial area designated for big box stores, different than observed north Willmar Avenue. A map and a text amendment proposal was introduced.

Director Walker explained the proposal for text amendment on eliminating park minimums from the ordinance. The number of parking lots could be analyzed case by case, depending on the number of customers, workers or any other issue. Walker explained the case of Farm-rite, that the ordinance requires 40 spots, but it is not necessary for them. If the ordinance doesn't change they would request for a variance. Director Walker opened for comments but nobody commented.

Miscellaneous

Mr. Fenster introduced their proposal for a Night Club that only will be open on Friday and Saturday nights from 8pm to 1am. The building is already built and has some entrances and parking. Walker explained this is preliminary and discussed about some issues from the past, like residents' noise complaints. Walker comments about the utilities that already exist. Commissioners Fils-Aime and Holwerda confirmed with Director Walker the location of the proposed night club.

Director Walker introduces new commissioner John Christianson. Director Walker explained the change of the meeting from April 5th to April 12th and confirmed next week meeting on a regular date. The agenda will be sent Thursday or Friday and we will have a public hearing for the zoning amendment next week. Mr. Fenster continued the Night Club discussion and said they will buy the property.

Walker commented about the bee and chicken ordinance proposal. It is currently stalled.

5. ADJOURN

Commissioner Buzzeo motioned to adjourn at 7:20. Seconded by Commissioner Holwerda. The motion carried. With no further business, the meeting was adjourned.

Minutes presented by City Planner Guilherme Motta



City Council Action Request

Council Meeting Date:	May 1, 2023	Agenda Item Number:	5.F.
Agenda Section:	Consent Items	Originating Department:	Finance
Resolution:	No	Prepared By:	Carol Cunningham, Assistant Finance Director
Ordinance:	No	Presented By:	Judy Thompson, City Clerk
Item:	Accounts Payable Report, 04-12-23 Thru 04-25-23		

RECOMMENDED ACTION:

Review and Approve Accounts Payable Listing

OVERVIEW:

Departmental submission of Invoices to be included on the Accounts Payable Listing

BUDGETARY/FISCAL ISSUES:

Reduction of Departmental Budgets by amounts approved

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Vendor Pymt History Report 04-12-23 thru 04-25-23

Report Selection:

Optional Report Title.....INCLUDES ONLY POSTED TRANS

INCLUSIONS:

Fund & Account.		thru
Check.. Date.....	04/12/2023	thru 04/25/2023
Source Codes.....		thru
Journal Entry Dates.....		thru
Journal Entry Ids.....		thru
Check.. Number.....		thru
Project.....		thru
Vendor.....		thru
Invoice.....		thru
Purchase Order.....		thru
Bank.....		thru
Payment Method...		
Totals Only?.....	N	
1099 Vendors Only?.....		
Lower Dollars Limit.....		
Create Excel file & Download	N	

Run Instructions:

Jobq	Banner	Copies	Form	Printer	Hold	Space	LPI	Lines	CPI	CP	SP	RT
L		01		MNWIPRT01	Y	S	6	066	10			

Vendor Payment History Report
INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F S 9 BX M	ACCOUNT NAME	ACCOUNT
AFLAC				003800							
	68061	04/20/23		ACCIDENT INS-APR	31.08		4-2023		D -	INS. PASS THROUG	101.41428.0819
	68061	04/20/23		CANCER INS-APR	245.88		4-2023		D -	INS. PASS THROUG	101.41428.0819
	68061	04/20/23		SHORT TERM DSBLTY-APR	440.86		4-2023		D -	INS. PASS THROUG	101.41428.0819
					717.82	*CHECK	TOTAL				
				VENDOR TOTAL	717.82						
AMAZON CAPITAL SERVICES				003557							
	68062	04/25/23		CERT BACKPACK SUPPLIES	203.78		1XD4-DRDL-3CT1		D -	GENERAL SUPPLIES	101.42411.0229
AMEM				003166							
	68063	04/25/23		B.HANSON MEMBERSHIP DUES	200.00		2023321-176		D -	SUBSCRIPTIONS AN	101.42412.0443
AMERICAN WELDING & GAS I				000057							
	68064	04/25/23		CYLINDER RENTAL	83.95		09235533		D -	GENERAL SUPPLIES	101.42412.0229
ANDERSON LAW OFFICES				002954							
	68065	04/25/23		LEGAL SERVICES-FEB	20,088.58		2303		D -	PROFESSIONAL SER	101.41406.0446
	68065	04/25/23		LEGAL SERVICES-MARCH	20,609.18		2304		D N 01	PROFESSIONAL SER	101.41406.0446
					40,697.76	*CHECK	TOTAL				
				VENDOR TOTAL	40,697.76						
ANDERSON/ALEXANDER				003265							
	68066	04/25/23		FUEL	54.00		041923		D -	MOTOR FUELS AND	101.42411.0222
ANTHEM SPORTS, LLC				003822							
	68067	04/25/23		SOFTBALLS	903.40		366325		D -	GENERAL SUPPLIES	101.45432.0229
ARAMARK				000051							
	68068	04/25/23		UNIFORM RENTAL	103.44		2560107369		D -	RENTS	101.43425.0440
	68068	04/25/23		UNIFORM RENTAL	9.70		2560107511		D -	RENTS	101.42412.0440
	68068	04/25/23		UNIFORM RENTAL	94.53		2560109974		D -	RENTS	101.43425.0440
	68068	04/25/23		UNIFORM RENTAL	9.70		2560110060		D -	RENTS	101.42412.0440
	68068	04/25/23		UNIFORM RENTAL	103.44		2560112335		D -	RENTS	101.43425.0440
	68068	04/25/23		UNIFORM RENTAL	9.70		2560112361		D -	RENTS	101.42412.0440
	68068	04/25/23		UNIFORM RENTAL	91.38		2560114726		D -	RENTS	101.43425.0440
	68068	04/25/23		UNIFORM RENTAL	9.70		2560114752		D -	RENTS	101.42412.0440
					431.59	*CHECK	TOTAL				
				VENDOR TOTAL	431.59						
AUTODESK INC.				003826							
	68069	04/25/23		CIVIL 3D RENEWAL	4,820.00		9861044328		D -	LICENSES AND TAX	101.41409.0445
BANDWANGO				003829							
	68070	04/25/23		2024 BANDWANGO PASSPRT	862.50		10105		D -	PREPAID EXPENSES	101.128000
	68070	04/25/23		2024 BANDWANGO PASSPRT	862.50		10105		D -	PREPAID EXPENSES	101.128000
	68070	04/25/23		2023 BANDWANGO PASSPRT	2,587.50		10105		D -	ADVERTISING	208.45006.0447
	68070	04/25/23		2023 BANDWANGO PASSPRT	2,587.50		10105		D -	OTHER CHARGES	208.45010.0449
					6,900.00	*CHECK	TOTAL				
				VENDOR TOTAL	6,900.00						

Vendor Payment History Report
INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
BATTERY WHOLESALE INC 002860		68071	04/25/23	BATTERIES	15.28		214919WIL		D	-				GENERAL SUPPLIES	101.42411.0229
BERGANKDV 003702		68072	04/25/23	TYLER IMPL PROG BILL-M	1,400.00		1191317		D	-				SUBSCRIPTIONS AN	219.41409.0443
BOLTON & MENK INC 001010		68073	04/25/23	APRON EXPANSION	800.00		0309491		D	-				PROFESSIONAL SER	430.43430.0446
BRAUN INTERTEC CORPORATI 000117		68074	04/25/23	PROF SERVICE 03/15/23	7,710.00		B337440		D	-				PROFESSIONAL SER	101.43417.0446
BSE 001980		68075	04/25/23	LIGHT BULBS	34.32		926029412		D	-				MTCE. OF STRUCTU	101.42412.0225
CARD SERVICES 002552		68076	04/25/23	CONCESSION SUPPLIES	19.95		030216		D	-				GENERAL SUPPLIES	101.45433.0229
		68076	04/25/23	CONCESSION SUPPLIES	15.96		030412		D	-				GENERAL SUPPLIES	101.45433.0229
		68076	04/25/23	CONCESSION SUPPLIES	11.97		030511		D	-				GENERAL SUPPLIES	101.45433.0229
		68076	04/25/23	CONCESSION SUPPLIES	15.96		031113		D	-				GENERAL SUPPLIES	101.45433.0229
		68076	04/25/23	CONCESSION SUPPLIES	10.76		033120		D	-				GENERAL SUPPLIES	101.45433.0229
					74.60										
VENDOR TOTAL					74.60										
						*CHECK	TOTAL								
CARDMEMBER SERVICE 002365		68077	04/25/23	#224469 RUNNING BRDS	446.63		STMT/03-23		D	-				INVENTORIES-MDSE	101.125000
		68077	04/25/23	CITY HILL SUPPER-VALIANT	18.01		STMT/03-23		D	-				SUBSISTENCE OF P	101.41400.0227
		68077	04/25/23	CITY HILL BRKFST-VALIANT	18.32		STMT/03-23		D	-				SUBSISTENCE OF P	101.41400.0227
		68077	04/25/23	CITY HILL SUPPER-VALIANT	36.90		STMT/03-23		D	-				SUBSISTENCE OF P	101.41400.0227
		68077	04/25/23	ORIENTATION/WELCOME-MEAL	58.22		STMT/03-23		D	-				SUBSISTENCE OF P	101.41400.0227
		68077	04/25/23	ORIENTATION/WELCOME-MEAL	34.22		STMT/03-23		D	-				SUBSISTENCE OF P	101.41400.0227
		68077	04/25/23	CITY HILL LODGING-VALIAN	389.78		STMT/03-23		D	-				TRAVEL-CONF.-SCH	101.41400.0333
		68077	04/25/23	CITY HILL SUPPER-DAVIS	20.17		STMT/03-23		D	-				SUBSISTENCE OF P	101.41401.0227
		68077	04/25/23	CITY HILL BRKFST-DAVIS	23.87		STMT/03-23		D	-				SUBSISTENCE OF P	101.41401.0227
		68077	04/25/23	CITY HILL BRKFST-NELSEN	22.81		STMT/03-23		D	-				SUBSISTENCE OF P	101.41401.0227
		68077	04/25/23	CITY HILL SUPPER-DAVIS	32.42		STMT/03-23		D	-				SUBSISTENCE OF P	101.41401.0227
		68077	04/25/23	CITY HILL SUPPER-NELSEN	58.21		STMT/03-23		D	-				SUBSISTENCE OF P	101.41401.0227
		68077	04/25/23	CITY HILL LODGING-NELSEN	171.16		STMT/03-23		D	-				TRAVEL-CONF.-SCH	101.41401.0333
		68077	04/25/23	CITY HILL LODGING-NELSEN	171.16		STMT/03-23		D	-				TRAVEL-CONF.-SCH	101.41401.0333
		68077	04/25/23	CITY HILL LODGING-DAVIS	342.32		STMT/03-23		D	-				TRAVEL-CONF.-SCH	101.41401.0333
		68077	04/25/23	INSPECTORS-SAFETY POLE	56.60		STMT/03-23		D	-				SMALL TOOLS	101.41402.0221
		68077	04/25/23	FLASHLIGHTS	169.68		STMT/03-23		D	-				SMALL TOOLS	101.41402.0221
		68077	04/25/23	LARCOM-CONT EDUCATION	45.00		STMT/03-23		D	-				TRAVEL-CONF.-SCH	101.41402.0333
		68077	04/25/23	AIRPORT PARKING-CONF	126.00		STMT/03-23		D	-				TRAVEL-CONF.-SCH	101.41402.0333
		68077	04/25/23	AIR PURIFIER	228.02		STMT/03-23		D	-				OTHER CHARGES	101.41402.0449
		68077	04/25/23	GIMBLE CAM BIKE MOUNT	41.40		STMT/03-23		D	-				SMALL TOOLS	101.41409.0221
		68077	04/25/23	NUTS/BOLTS/WASHERS	12.44		STMT/03-23		D	-				SMALL TOOLS	101.41409.0221
		68077	04/25/23	WASHERS	2.12		STMT/03-23		D	-				SMALL TOOLS	101.41409.0221
		68077	04/25/23	POWER STRIPS/SNAPINS	16.94		STMT/03-23		D	-				SMALL TOOLS	101.41409.0221
		68077	04/25/23	CVC CNTR D.I.D. PARTS	12.83		STMT/03-23		D	-				SUBSCRIPTIONS AN	101.41409.0443

Vendor Payment History Report
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VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
CARDMEMBER SERVICE 002365															
	68077	04/25/23	EXAVALT-MARCH	100.00			STMT/03-23		D	-				SUBSCRIPTIONS AN	101.41409.0443
	68077	04/25/23	SIP-MARCH	168.05			STMT/03-23		D	-				SUBSCRIPTIONS AN	101.41409.0443
	68077	04/25/23	CRASH PLAN-MARCH	39.96			STMT/03-23		D	-				SUBSCRIPTIONS AN	101.41409.0443
	68077	04/25/23	DNS RENEWAL	40.00			STMT/03-23		D	-				LICENSES AND TAX	101.41409.0445
	68077	04/25/23	FRGN FEE	0.82			STMT/03-23		D	-				OTHER CHARGES	101.41409.0449
	68077	04/25/23	PLANNER	64.37			STMT/03-23		D	-				OFFICE SUPPLIES	101.41420.0220
	68077	04/25/23	FREEZER MEAL CLASS	136.91			STMT/03-23		D	-				PROFESSIONAL SER	101.41420.0446
	68077	04/25/23	REIM PERSONAL CHARGE	24.50			STMT/03-23		D	-				REFUNDS AND REIM	101.41428.0882
	68077	04/25/23	REIM PERSONAL CHARGE	42.94			STMT/03-23		D	-				REFUNDS AND REIM	101.41428.0882
	68077	04/25/23	CITIZEN AWARD PLAQUE	60.13			STMT/03-23		D	-				GENERAL SUPPLIES	101.42411.0229
	68077	04/25/23	TASERS	194.90			STMT/03-23		D	-				GENERAL SUPPLIES	101.42411.0229
	68077	04/25/23	CANCELLED LODGING-TRNG	424.78CR			STMT/03-23		D	-				TRAVEL-CONF.-SCH	101.42411.0333
	68077	04/25/23	CANCELLED LODGING-TRNG	424.78CR			STMT/03-23		D	-				TRAVEL-CONF.-SCH	101.42411.0333
	68077	04/25/23	REFUND-TRNG CANCELLED	225.00CR			STMT/03-23		D	-				TRAVEL-CONF.-SCH	101.42411.0333
	68077	04/25/23	REFUND-TRNG CANCELLED	225.00CR			STMT/03-23		D	-				TRAVEL-CONF.-SCH	101.42411.0333
	68077	04/25/23	ADNERSON&EVANS-LODGE TRN	169.50			STMT/03-23		D	-				TRAVEL-CONF.-SCH	101.42411.0333
	68077	04/25/23	LODGING-ANDERSON TRNG	424.78			STMT/03-23		D	-				TRAVEL-CONF.-SCH	101.42411.0333
	68077	04/25/23	LODGING-CHRISTENSEN TRNG	424.78			STMT/03-23		D	-				TRAVEL-CONF.-SCH	101.42411.0333
	68077	04/25/23	DEATH INVESTIGATION	111.72			STMT/03-23		D	-				TRAVEL-CONF.-SCH	101.42411.0333
	68077	04/25/23	BASIC ROPE COURSE	131.94			STMT/03-23		D	-				TRAVEL-CONF.-SCH	101.42411.0333
	68077	04/25/23	POLICE OFFER LICENSES	990.00			STMT/03-23		D	-				LICENSES AND TAX	101.42411.0445
	68077	04/25/23	JOB AD-POLICE SECRETARY	384.00			STMT/03-23		D	-				ADVERTISING	101.42411.0447
	68077	04/25/23	JOB AD-POLICE SECRETARY	80.00			STMT/03-23		D	-				ADVERTISING	101.42411.0447
	68077	04/25/23	IPHONE CHARGERS	27.59			STMT/03-23		D	-				OFFICE SUPPLIES	101.42412.0220
	68077	04/25/23	DEFIBRILLATOR	2,416.50			STMT/03-23		D	-				SMALL TOOLS	101.42412.0221
	68077	04/25/23	FUEL	66.81			STMT/03-23		D	-				MOTOR FUELS AND	101.42412.0222
	68077	04/25/23	BALLISITC ARMOR&CARRIERS	357.03			STMT/03-23		D	-				SUBSISTENCE OF P	101.42412.0227
	68077	04/25/23	BALLISITC ARMOR&CARRIERS	232.99			STMT/03-23		D	-				SUBSISTENCE OF P	101.42412.0227
	68077	04/25/23	MEDICAL SUPPLIES	26.74			STMT/03-23		D	-				GENERAL SUPPLIES	101.42412.0229
	68077	04/25/23	FIRST AID SUPPLIES	12.90			STMT/03-23		D	-				GENERAL SUPPLIES	101.42412.0229
	68077	04/25/23	MEDICAL SUPPLIES	38.90			STMT/03-23		D	-				GENERAL SUPPLIES	101.42412.0229
	68077	04/25/23	LODGING-COOL TRAINING	173.94CR			STMT/03-23		D	-				TRAVEL-CONF.-SCH	101.42412.0333
	68077	04/25/23	LODGING-COOL TRAINING	173.84CR			STMT/03-23		D	-				TRAVEL-CONF.-SCH	101.42412.0333
	68077	04/25/23	LODGING-COOL TRAINING	347.68			STMT/03-23		D	-				TRAVEL-CONF.-SCH	101.42412.0333
	68077	04/25/23	LODGING-COOL TRAINING	173.84			STMT/03-23		D	-				TRAVEL-CONF.-SCH	101.42412.0333
	68077	04/25/23	LODGING-COOL TRAINING	173.94			STMT/03-23		D	-				TRAVEL-CONF.-SCH	101.42412.0333
	68077	04/25/23	LINDE&DELEEUW LODGE TRNG	196.46			STMT/03-23		D	-				TRAVEL-CONF.-SCH	101.42412.0333
	68077	04/25/23	SLAGTER&BRECZIN LODGE TR	263.88			STMT/03-23		D	-				TRAVEL-CONF.-SCH	101.42412.0333
	68077	04/25/23	CAR WASHES	210.00			STMT/03-23		D	-				MTCE. OF EQUIPME	101.42412.0334
	68077	04/25/23	HANSON-FIREFIGHTER LIC	75.00			STMT/03-23		D	-				SUBSCRIPTIONS AN	101.42412.0443
	68077	04/25/23	GRAVE-FIREFIGHTER LIC	75.00			STMT/03-23		D	-				SUBSCRIPTIONS AN	101.42412.0443
	68077	04/25/23	BABY CHANGING STATION	269.69			STMT/03-23		D	-				GENERAL SUPPLIES	101.43425.0229
	68077	04/25/23	FLOWERS-RADUNZS	80.00			STMT/03-23		D	-				GENERAL SUPPLIES	101.43425.0229
	68077	04/25/23	DEPOSIT-HOLDING TRUCK	500.00			STMT/03-23		D	-				GENERAL SUPPLIES	101.43425.0229
	68077	04/25/23	FLOWERS-NIEMEYER	37.75			STMT/03-23		D	-				GENERAL SUPPLIES	101.43425.0229
	68077	04/25/23	DRUG TEST QUERIES	62.50			STMT/03-23		D	-				SUBSISTENCE OF P	101.43425.0337
	68077	04/25/23	FUEL SYSTEM MEMBERSHIP	95.00			STMT/03-23		D	-				SUBSCRIPTIONS AN	101.43425.0443
	68077	04/25/23	JOB AD-PW MECHAN&SUPERIN	126.00			STMT/03-23		D	-				ADVERTISING	101.43425.0447
	68077	04/25/23	JOB AD-PW MECHANIC	72.00			STMT/03-23		D	-				ADVERTISING	101.43425.0447

Vendor Payment History Report
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VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
CARDMEMBER SERVICE				002365											
	68077	04/25/23	WEATHER RADIO-WRAC		52.49		STMT/03-23		D	-				SMALL TOOLS	101.45001.0221
	68077	04/25/23	HEADSET		40.98		STMT/03-23		D	-				OFFICE SUPPLIES	101.45432.0220
	68077	04/25/23	PICKLEBALL NETS		906.04		STMT/03-23		D	-				SMALL TOOLS	101.45432.0221
	68077	04/25/23	HAND DRYERS-BROWN SHED 1,	014.03			STMT/03-23		D	-				MTCE. OF STRUCTU	101.45432.0225
	68077	04/25/23	BASKETBALL TEAM PHOTOS		2.52		STMT/03-23		D	-				GENERAL SUPPLIES	101.45432.0229
	68077	04/25/23	STOPWATCH TIMER		22.64		STMT/03-23		D	-				GENERAL SUPPLIES	101.45432.0229
	68077	04/25/23	LACROSSE EQUIPMENT		362.36		STMT/03-23		D	-				GENERAL SUPPLIES	101.45432.0229
	68077	04/25/23	LACROSSE EQUIPMENT		48.71		STMT/03-23		D	-				GENERAL SUPPLIES	101.45432.0229
	68077	04/25/23	LACROSSE EQUIPMENT		275.76		STMT/03-23		D	-				GENERAL SUPPLIES	101.45432.0229
	68077	04/25/23	STAFF MTG&TRNG MEAL		91.20		STMT/03-23		D	-				GENERAL SUPPLIES	101.45432.0229
	68077	04/25/23	SUMMER REC EQUIPMENT	1,	105.49		STMT/03-23		D	-				GENERAL SUPPLIES	101.45432.0229
	68077	04/25/23	BASKETBALLS		456.24		STMT/03-23		D	-				GENERAL SUPPLIES	101.45432.0229
	68077	04/25/23	CATCHERS GEAR		459.36		STMT/03-23		D	-				GENERAL SUPPLIES	101.45432.0229
	68077	04/25/23	SOCCER GOAL		172.60		STMT/03-23		D	-				GENERAL SUPPLIES	101.45432.0229
	68077	04/25/23	SOCCER GOAL		172.60		STMT/03-23		D	-				GENERAL SUPPLIES	101.45432.0229
	68077	04/25/23	AMAZON MEMBERSHIP		16.17		STMT/03-23		D	-				SUBSCRIPTIONS AN	101.45432.0443
	68077	04/25/23	OFFICE SUPPLIES		110.98		STMT/03-23		D	-				OFFICE SUPPLIES	101.45435.0220
	68077	04/25/23	ROUTER		430.00		STMT/03-23		D	-				SMALL TOOLS	101.45435.0221
	68077	04/25/23	FRGN FEE-ROUTER		8.60		STMT/03-23		D	-				SMALL TOOLS	101.45435.0221
	68077	04/25/23	AD		15.00		STMT/03-23		D	-				MTCE. OF EQUIPME	101.45435.0224
	68077	04/25/23	CRAFTS-APRIL		144.65		STMT/03-23		D	-				GENERAL SUPPLIES	101.45435.0229
	68077	04/25/23	ROUTER BIT		71.19		STMT/03-23		D	-				GENERAL SUPPLIES	101.45435.0229
	68077	04/25/23	DOG MATS		75.15		STMT/03-23		D	-				GENERAL SUPPLIES	101.45435.0229
	68077	04/25/23	BALLONS		47.44		STMT/03-23		D	-				GENERAL SUPPLIES	101.45435.0229
	68077	04/25/23	CRAFTS-MARCH		64.15		STMT/03-23		D	-				GENERAL SUPPLIES	101.45435.0229
	68077	04/25/23	SUPPLIES		57.05		STMT/03-23		D	-				GENERAL SUPPLIES	101.45435.0229
	68077	04/25/23	DADDY DAUGHTER DANCE SUP		98.25		STMT/03-23		D	-				GENERAL SUPPLIES	101.45435.0229
	68077	04/25/23	KIDS SUPPLIES		96.54		STMT/03-23		D	-				GENERAL SUPPLIES	101.45435.0229
	68077	04/25/23	CK DANCE SUPPLIES		96.55		STMT/03-23		D	-				GENERAL SUPPLIES	101.45435.0229
	68077	04/25/23	CK DANCE SUPPLIES		95.69		STMT/03-23		D	-				GENERAL SUPPLIES	101.45435.0229
	68077	04/25/23	SUCCLENTS		302.05		STMT/03-23		D	-				GENERAL SUPPLIES	101.45435.0229
	68077	04/25/23	DADDY DAUGHTER DANCE SUP		29.98		STMT/03-23		D	-				GENERAL SUPPLIES	101.45435.0229
	68077	04/25/23	DADDY DAUGHTER DANCE SUP		12.93		STMT/03-23		D	-				GENERAL SUPPLIES	101.45435.0229
	68077	04/25/23	MARBLES		68.84		STMT/03-23		D	-				GENERAL SUPPLIES	101.45435.0229
	68077	04/25/23	DOG DAY AD		15.00		STMT/03-23		D	-				ADVERTISING	101.45435.0447
	68077	04/25/23	ADS		15.00		STMT/03-23		D	-				ADVERTISING	101.45435.0447
	68077	04/25/23	DADDY DAUGHTER AD		5.69		STMT/03-23		D	-				ADVERTISING	101.45435.0447
	68077	04/25/23	2023 CONFERENCE-MAIN ST		125.00		STMT/03-23		D	-				TRAVEL-CONF.-SCH	235.41402.0333
	68077	04/25/23	LODGING-KENNEDY CONF	1,	141.22		STMT/03-23		D	-				TRAVEL-CONF.-SCH	235.41402.0333
	68077	04/25/23	MARKETING-MAIN STREET		1.38		STMT/03-23		D	-				ADVERTISING	235.41402.0447
	68077	04/25/23	TABLES-WTP LAB		75.49		STMT/03-23		D	-				SMALL TOOLS	651.48484.0221
	68077	04/25/23	5 SURGER PROTECTORS		284.47		STMT/03-23		D	-				GENERAL SUPPLIES	651.48484.0229
	68077	04/25/23	CHARGER CORDS-WTP TRUCKS		72.22		STMT/03-23		D	-				GENERAL SUPPLIES	651.48484.0229
	68077	04/25/23	LUNGSTROM-WWTP CLASS		285.00		STMT/03-23		D	-				TRAVEL-CONF.-SCH	651.48484.0333
	68077	04/25/23	GREELEY-WWTP CLASS		285.00		STMT/03-23		D	-				TRAVEL-CONF.-SCH	651.48484.0333
	68077	04/25/23	SCHUELER-TRNG CERT ADMIN		130.00		STMT/03-23		D	-				TRAVEL-CONF.-SCH	651.48484.0333
	68077	04/25/23	SERVICE FEE		2.80		STMT/03-23		D	-				TRAVEL-CONF.-SCH	651.48484.0333
	68077	04/25/23	STEELE-LAB TRNG COURSE		75.00		STMT/03-23		D	-				TRAVEL-CONF.-SCH	651.48484.0333
	68077	04/25/23	BAKER-CLASS D WTP LICENS		55.00		STMT/03-23		D	-				TRAVEL-CONF.-SCH	651.48484.0333

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VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
CARDMEMBER SERVICE				002365											
	68077	04/25/23		SERVICE FEE	1.18		STMT/03-23		D	-				TRAVEL-CONF.-SCH	651.48484.0333
	68077	04/25/23		WTP SCADA EMERG CALL	24.95		STMT/03-23		D	-				COMMUNICATIONS	651.48485.0330
	68077	04/25/23		CERT PATCHES	297.18		STMT/03-23		D	-				SUBSISTENCE OF P	803.42411.0227
					20,351.20	*CHECK	TOTAL								
				VENDOR TOTAL	20,351.20										
CARRANZA/NOE				002547											
	68078	04/25/23		INTERVIEW 03/01/23	140.00		26		D	N	01			PROFESSIONAL SER	101.42411.0446
	68078	04/25/23		INTERPRETED 03/12/23	140.00		29		D	N	01			PROFESSIONAL SER	101.42411.0446
					280.00	*CHECK	TOTAL								
				VENDOR TOTAL	280.00										
CENTERPOINT ENERGY				000467											
	478	04/12/23		NATURAL GAS-MARCH	1,682.25		STMT/03-23		M	-				UTILITIES	101.41408.0332
	478	04/12/23		NATURAL GAS-MARCH	1,107.95		STMT/03-23		M	-				UTILITIES	101.42412.0332
	478	04/12/23		NATURAL GAS-MARCH	4,663.35		STMT/03-23		M	-				UTILITIES	101.43425.0332
	478	04/12/23		NATURAL GAS-MARCH	361.68		STMT/03-23		M	-				UTILITIES	101.45001.0332
	478	04/12/23		NATURAL GAS-MARCH	214.07		STMT/03-23		M	-				UTILITIES	230.43430.0332
	478	04/12/23		NATURAL GAS-MARCH	13,593.92		STMT/03-23		M	-				UTILITIES	651.48484.0332
	478	04/12/23		NATURAL GAS-MARCH	74.07		STMT/03-23		M	-				UTILITIES	651.48485.0332
	478	04/12/23		NATURAL GAS-MARCH	404.21		STMT/03-23		M	-				UTILITIES	651.48485.0332
					22,101.50	*CHECK	TOTAL								
	480	04/21/23		NATURAL GAS-MARCH	15.00		STMT/03-23		M	-				UTILITIES	101.43425.0332
	480	04/21/23		NATURAL GAS-MARCH	15.00		STMT/03-23		M	-				UTILITIES	101.43425.0332
	480	04/21/23		NATURAL GAS-MARCH	15.00		STMT/03-23		M	-				UTILITIES	101.43425.0332
	480	04/21/23		NATURAL GAS-MARCH	2,811.23		STMT/03-23		M	-				UTILITIES	101.45427.0332
	480	04/21/23		NATURAL GAS-MARCH	1,258.08		STMT/03-23		M	-				UTILITIES	101.45432.0332
	480	04/21/23		NATURAL GAS-MARCH	3,340.62		STMT/03-23		M	-				UTILITIES	101.45433.0332
	480	04/21/23		NATURAL GAS-MARCH	5,951.96		STMT/03-23		M	-				UTILITIES	101.45433.0332
	480	04/21/23		NATURAL GAS-MARCH	15.00		STMT/03-23		M	-				UTILITIES	101.45437.0332
	480	04/21/23		NATURAL GAS-MARCH	1,231.93		STMT/03-23		M	-				UTILITIES	651.48484.0332
					14,653.82	*CHECK	TOTAL								
				VENDOR TOTAL	36,755.32										
CENTRAL LAKES REST. SUPP				002049											
	68079	04/25/23		FREEZER/COOLERS	3,554.00		8632		D	-				SMALL TOOLS	101.45432.0221
CHAMBERLAIN OIL CO				000154											
	68080	04/25/23		OIL	2,308.00		430942-00		D	-				INVENTORIES-MDSE	101.125000
CHARTER COMMUNICATIONS				000736											
	68081	04/25/23		INTERNET-APRIL	189.97		0438138040223		D	-				COMMUNICATIONS	101.41409.0330
CITY LINE TOWING				003708											
	68082	04/25/23		TOWING CHARGES	90.00		23-03259		D	-				OTHER SERVICES	101.42411.0339
	68082	04/25/23		TOWING CHARGES	125.00		23-03271		D	-				OTHER SERVICES	101.42411.0339
					215.00	*CHECK	TOTAL								
				VENDOR TOTAL	215.00										

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VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
CODE 4 SERVICES INC				002984											
	68083	04/25/23		SQUAD LAPTOPS	4,804.96		8121		D	-				SMALL TOOLS	101.41409.0221
	68083	04/25/23		SQUAD DOCKS	1,761.26		8121		D	-				GENERAL SUPPLIES	101.41409.0229
	68083	04/25/23		INSTLN COMM EQUIP 4-PRTS	941.55		8241		D	-				MTCE. OF EQUIPME	101.42411.0224
	68083	04/25/23		INSTLN COMM EQUIP 4-LB	3,420.00		8241		D	-				MTCE. OF EQUIPME	101.42411.0334
					10,927.77	*CHECK	TOTAL								
				VENDOR TOTAL	10,927.77										
CONWAY, DEUTH & SCHMIESI				003741											
	68084	04/25/23		ACCT SERV 2/16-03/03/2	3,120.00		317885		D	-				PROFESSIONAL SER	101.41405.0446
CROW CHEMICAL & LIGHTING				000186											
	68085	04/25/23		CLEANING SUPPLIES	452.00		123929		D	-				GENERAL SUPPLIES	101.43425.0229
DOOLEY'S PETROLEUM INC				000212											
	68086	04/25/23		FUEL-TANKS @ PUBLIC W	23,831.70		377572		D	-				INVENTORIES-MDSE	101.125000
ELECTRIC PUMP INC				000788											
	68087	04/25/23		L.S. FLOATS	1,349.77		0075620-IN		D	-				MTCE. OF EQUIPME	651.48484.0224
ETTERMAN ENTERPRISES				001567											
	68088	04/25/23		SHOP SUPPLES	69.66		337986		D	-				GENERAL SUPPLIES	651.48484.0229
FELT/JAMES E				000993											
	68089	04/25/23		FLOWERS-KIM RETIREMENT	24.99		041123		D	-				GENERAL SUPPLIES	101.42411.0229
	68089	04/25/23		GIFT CARD-KIM RETIRMENT	256.95		041123		D	-				AWARDS AND INDEM	101.42411.0442
					281.94	*CHECK	TOTAL								
				VENDOR TOTAL	281.94										
FISCHER/BETH				002484											
	68090	04/25/23		CELL PHONE JAN-APR	200.00		041023		D	-				COMMUNICATIONS	208.45005.0330
	68090	04/25/23		DINNER-EMT CONFERNCE	17.03		041023		D	-				TRAVEL-CONF.-SCH	208.45005.0333
					217.03	*CHECK	TOTAL								
				VENDOR TOTAL	217.03										
FLAHERTY & HOOD P.A.				001449											
	68091	04/25/23		LABOR/EMPL. CONSULT-MA	1,072.50		19198		D	N	01			PROFESSIONAL SER	101.41406.0446
FLEETPRIDE				002973											
	68092	04/25/23		FILTERS	56.90		106827654		D	-				INVENTORIES-MDSE	101.125000
	68092	04/25/23		FILTERS	100.30		106911960		D	-				INVENTORIES-MDSE	101.125000
					157.20	*CHECK	TOTAL								
				VENDOR TOTAL	157.20										
FORUM COMMUNICATIONS COM				002269											
	68093	04/25/23		IRENE AVE SE&AUGUSTA AVE	329.56		I2023.00015642		D	-				ADVERTISING	423.48455.0447
	68093	04/25/23		BLOCK 22 PARKING&SUNRISE	296.28		I2023.00015643		D	-				ADVERTISING	423.48454.0447
	68093	04/25/23		2023 SEAL COAST PROJECT	259.64		I2023.00015644		D	-				ADVERTISING	101.43425.0447

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VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
FORUM COMMUNICATIONS COM				002269											
	68093	04/25/23		GORTON AVE ARE IMPROVE	356.20		I2023.00015645		D	-				ADVERTISING	423.48451.0447
	68093	04/25/23		23RS ST SE AREA IMPROVE	302.92		I2023.00015646		D	-				ADVERTISING	423.48453.0447
					1,544.60	*CHECK	TOTAL								
				VENDOR TOTAL	1,544.60										
FRAMEWORK INC				003459											
	68094	04/25/23		WEBSITE UPDATES	75.00		002805		D	-				COMMUNICATIONS	208.45005.0330
GENERAL MAILING SERVICES				000293											
	68095	04/25/23		POSTAGE	1.56		66067		D	-				POSTAGE	208.45005.0223
	68095	04/25/23		POSTAGE	294.10		66068		D	-				POSTAGE	208.45006.0223
	68095	04/25/23		POSTAGE	104.08		66107		D	-				POSTAGE	101.42411.0223
					399.74	*CHECK	TOTAL								
				VENDOR TOTAL	399.74										
GOPHER SPORTS EQUIPMENT				000301											
	68096	04/25/23		SOFT BASEBALLS	277.89		IN274407		D	-				GENERAL SUPPLIES	101.45432.0229
GRAINGER INC				000786											
	68097	04/25/23		EXHAUST FAN MOTOR	535.68		9651481005		D	-				MTCE. OF EQUIPME	651.48484.0224
	68097	04/25/23		FIRST AID KIT SUPPLIES	67.79		9659305693		D	-				SUBSISTENCE OF P	651.48484.0227
	68097	04/25/23		FIRST AID KIT SUPPLIES	34.60		9659552310		D	-				SUBSISTENCE OF P	651.48484.0227
					638.07	*CHECK	TOTAL								
				VENDOR TOTAL	638.07										
GREENSPRING MEDIA GROUP				001504											
	68098	04/25/23		MEETINGS&EVENTS AD	1,400.00		2023-245800		D	-				OTHER CHARGES	208.45008.0449
HARTLAND OFFICIALS ASSOC				002608											
	68099	04/25/23		VOLLEYBALL OFFICIALS	1,280.00		041723		D	N	01			PROFESSIONAL SER	101.45432.0446
HEGLUND CATERING				002036											
	68100	04/25/23		CVB LEISURE COMM-LUNCH	269.86		14788		D	-				TRAVEL-CONF.-SCH	208.45005.0333
HELGESON/JOSH				.03269											
	68101	04/25/23		CUSTOM HOLSTERS	50.00		041723		D	-				SUBSISTENCE OF P	101.42411.0227
HIGH POINT NETWORKS INC				002299											
	68102	04/25/23		ANTIVIRUS SUBSCRIP-ARP	1,269.45		223100		D	-				LICENSES AND TAX	101.41409.0445
HILLYARD\HUTCHINSON				000333											
	68103	04/25/23		CLEANING SUPPLIES	600.52		605078021		D	-				GENERAL SUPPLIES	101.41408.0229
	68103	04/25/23		CLEANING SUPPLIES	121.80		605078021		D	-				GENERAL SUPPLIES	101.45427.0229
	68103	04/25/23		CLEANING SUPPLIES	742.78		605078036		D	-				CLEANING AND WAS	101.45435.0228
	68103	04/25/23		CLEANING SUPPLIES	1,253.82		605084470		D	-				CLEANING AND WAS	101.45433.0228
					2,718.92	*CHECK	TOTAL								
				VENDOR TOTAL	2,718.92										

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VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
INNOVATIVE OFFICE SOLUTI		003023													
	68104	04/25/23		OFFICE SUPPLIES	37.97		IN4148689		D	-				OFFICE SUPPLIES	101.41410.0220
	68104	04/25/23		CALCULATOR	281.85		IN4166052		D	-				OFFICE SUPPLIES	101.41405.0220
					319.82	*CHECK	TOTAL								
				VENDOR TOTAL	319.82										
JONES/JOHN		003537													
	68105	04/25/23		SAFETY BOOTS	177.75		041323		D	-				SUBSISTENCE OF P	101.43425.0227
K M FIRE PUMP SPECIALIST		000371													
	68106	04/25/23		#5276&5257/062633 RPR-P	230.30		8234		D	N	01			MTCE. OF EQUIPME	101.42412.0224
	68106	04/25/23		#5276&5257/062633 RPR-L	100.00		8234		D	N	01			MTCE. OF EQUIPME	101.42412.0334
					330.30	*CHECK	TOTAL								
				VENDOR TOTAL	330.30										
KANDIYOHI CO H.R.A.		000341													
	68107	04/25/23		CDAP-17-0049-0-FY 18 # 9,	533.00		042123		D	-				OTHER SERVICES	212.46441.0339
	68107	04/25/23		CDAP-17-0049-0-FY 18 #15	953.30		042123		D	-				OTHER SERVICES	212.46441.0339
					10,486.30	*CHECK	TOTAL								
				VENDOR TOTAL	10,486.30										
KANDIYOHI CO RECORDER'S		000382													
	68108	04/25/23		RECORDING FEES	46.00		4070267		D	-				OTHER CHARGES	101.41402.0449
KANDIYOHI CO RECYCLING A		002296													
	68109	04/25/23		LAMP RECYCLING	247.50		855		D	-				CLEANING AND WAS	101.45433.0228
KANDIYOHI CO-OP ELECTRIC		000375													
	68110	04/25/23		128238009 CO RD 23/HWY	108.00		STMT/03-23		D	-				UTILITIES	101.43425.0332
	68110	04/25/23		128238001 ELEC SERV-SEC	38.00		STMT/03-23		D	-				UTILITIES	651.48486.0332
	68110	04/25/23		187836 ELEC SERV-LIFT S	881.00		STMT/03-23		D	-				UTILITIES	651.48487.0332
					1,027.00	*CHECK	TOTAL								
				VENDOR TOTAL	1,027.00										
KENNEDY/RILEY		003773													
	68111	04/25/23		MAIN ST NOW CONFERENCE	380.00		041923		D	-				TRAVEL-CONF.-SCH	235.41402.0333
KING'S ELECTRIC LLC		003138													
	68112	04/25/23		RPR-EL #8 LS-PARTS	786.58		2383		D	N	01			MTCE. OF EQUIPME	651.48487.0224
	68112	04/25/23		RPR-EL #8 LS-LABOR	855.00		2383		D	N	01			MTCE. OF EQUIPME	651.48487.0334
	68112	04/25/23		ELEC WRK-BOILER ROOM PRT	166.05		2432		D	N	01			MTCE. OF OTHER I	651.48484.0226
	68112	04/25/23		ELEC WRK-BOILER ROOM LBR	570.00		2432		D	N	01			MTCE. OF OTHER I	651.48484.0336
					2,377.63	*CHECK	TOTAL								
				VENDOR TOTAL	2,377.63										
KOKENGE/NATHAN		.03268													
	9289	04/20/23		03/01-03/31/2023 PAYROLL	124.53		04/20/2023		D	-				SALARIES-TEMP. E	101.42412.0112

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VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
LAWTON/JAY				003825											
	68113	04/25/23		OFFICAL-VOLLEYBALL GAMES	577.50		041723		D	-				PROFESSIONAL SER	101.45432.0446
LEIBL/LISA				.03215											
	68114	04/25/23		STEINGLEIN-COFFEE PARTY	53.50		041023		D	-				SUBSISTENCE OF P	101.42411.0227
LUNGSTROM/SAMUEL				003626											
	68115	04/25/23		TYPE 40 BIO CLASS	532.53		042123		D	-				TRAVEL-CONF.-SCH	651.48484.0333
MAGNUSON SHEET METAL INC				001121											
	68116	04/25/23		REMOVAL BIRD BOILER	100.00		144820		D	-				MTCE. OF EQUIPME	101.45433.0334
MARCO TECHNOLOGIES LLC				001838											
	68117	04/25/23		500-0564417-000-APRIL	173.57		498836832		D	-				SUBSCRIPTIONS AN	101.41409.0443
MENARDS				000449											
	68118	04/25/23		LAB SUPPLIES	11.98		55957		D	-				GENERAL SUPPLIES	651.48484.0229
	68118	04/25/23		ELEC REPAIR	37.35		56366		D	-				MTCE. OF STRUCTU	101.43425.0225
	68118	04/25/23		GARBAGE BAGS	15.38		56370		D	-				GENERAL SUPPLIES	101.43425.0229
	68118	04/25/23		SQUAD CLEANING SUPPLIES	32.01		56390		D	-				GENERAL SUPPLIES	101.42411.0229
	68118	04/25/23		ELEC REPAIR	53.63		56396		D	-				MTCE. OF STRUCTU	101.43425.0225
					150.35										
				VENDOR TOTAL	150.35										
							*CHECK TOTAL								
MIKE'S SMALL ENGINE CENT				002699											
	68119	04/25/23		CHAINSAW COVER	195.98		25223		D	-				MTCE. OF EQUIPME	101.43425.0224
	68119	04/25/23		KLUVER-APRON CHAPS	111.99		25230		D	-				SUBSISTENCE OF P	101.43425.0227
	68119	04/25/23		SETH-HARD HAT	89.99		25248		D	-				SUBSISTENCE OF P	101.43425.0227
	68119	04/25/23		OIL	63.74		25250		D	-				MOTOR FUELS AND	101.43425.0222
					461.70										
				VENDOR TOTAL	461.70										
							*CHECK TOTAL								
MN DEPT OF LABOR & INDUS				000522											
	68120	04/25/23		3RD QTR SURCHARGE PYMT	365.18		041023		D	-				OTHER CHARGES	101.41402.0449
MN DEPT OF REVENUE				000492											
	479	04/17/23		SALES TAX-MARCH	1,593.00		STMT/03-23		M	-				SALES TAX PAYABL	101.206000
	479	04/17/23		DIESEL FUEL TAX-MARCH	56.24		STMT/03-23		M	-				SALES TAX PAYABL	101.206000
	479	04/17/23		SALES TAX-MARCH	2.20CR		STMT/03-23		M	-				OFFICE SUPPLIES	101.41402.0220
	479	04/17/23		SALES TAX-MARCH	24.09CR		STMT/03-23		M	-				SMALL TOOLS	101.41402.0221
	479	04/17/23		SALES TAX-MARCH	5.87CR		STMT/03-23		M	-				GENERAL SUPPLIES	101.42411.0229
	479	04/17/23		SALES TAX-MARCH	26.70CR		STMT/03-23		M	-				GENERAL SUPPLIES	101.42411.0229
	479	04/17/23		SALES TAX-MARCH	0.94CR		STMT/03-23		M	-				OFFICE SUPPLIES	101.42412.0220
	479	04/17/23		SALES TAX-MARCH	1.03CR		STMT/03-23		M	-				GENERAL SUPPLIES	101.42412.0229
	479	04/17/23		SALES TAX-MARCH	20.62CR		STMT/03-23		M	-				SMALL TOOLS	101.43425.0221
	479	04/17/23		DIESEL FUEL TAX-MARCH	177.58		STMT/03-23		M	-				MOTOR FUELS AND	101.43425.0222
	479	04/17/23		DIESEL FUEL TAX-MARCH	562.25		STMT/03-23		M	-				MOTOR FUELS AND	101.43425.0222
	479	04/17/23		SALES TAX-MARCH	2.28CR		STMT/03-23		M	-				OFFICE SUPPLIES	101.45432.0220
	479	04/17/23		SALES TAX-MARCH	3.15CR		STMT/03-23		M	-				OFFICE SUPPLIES	101.45432.0220
	479	04/17/23		SALES TAX-MARCH	3.93CR		STMT/03-23		M	-				OFFICE SUPPLIES	101.45432.0220

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MN DEPT OF REVENUE				000492											
	479	04/17/23	SALES TAX-MARCH		2.05CR		STMT/03-23		M	-				OFFICE SUPPLIES	101.45432.0220
	479	04/17/23	SALES TAX-MARCH		1.18CR		STMT/03-23		M	-				OFFICE SUPPLIES	101.45432.0220
	479	04/17/23	SALES TAX-MARCH		15.12CR		STMT/03-23		M	-				GENERAL SUPPLIES	101.45432.0229
	479	04/17/23	DIESEL FUEL TAX-MARCH		10.18		STMT/03-23		M	-				MOTOR FUELS AND	101.45433.0222
	479	04/17/23	SALES TAX-MARCH		6.84CR		STMT/03-23		M	-				OFFICE SUPPLIES	101.45435.0220
	479	04/17/23	SALES TAX-MARCH		15.57CR		STMT/03-23		M	-				MTCE. OF EQUIPME	101.45435.0224
	479	04/17/23	SALES TAX-MARCH		9.70CR		STMT/03-23		M	-				MTCE. OF EQUIPME	101.45435.0224
	479	04/17/23	SALES TAX-MARCH		2.84CR		STMT/03-23		M	-				GENERAL SUPPLIES	101.45435.0229
	479	04/17/23	SALES TAX-MARCH		6.53CR		STMT/03-23		M	-				GENERAL SUPPLIES	101.45435.0229
	479	04/17/23	SALES TAX-MARCH		2.12CR		STMT/03-23		M	-				GENERAL SUPPLIES	101.45435.0229
	479	04/17/23	SALES TAX-MARCH		3.25CR		STMT/03-23		M	-				GENERAL SUPPLIES	101.45435.0229
	479	04/17/23	SALES TAX-MARCH		2.66CR		STMT/03-23		M	-				GENERAL SUPPLIES	101.45435.0229
	479	04/17/23	SALES TAX-MARCH		0.94CR		STMT/03-23		M	-				GENERAL SUPPLIES	101.45435.0229
	479	04/17/23	SALES TAX-MARCH		0.94CR		STMT/03-23		M	-				GENERAL SUPPLIES	101.45435.0229
	479	04/17/23	SALES TAX-MARCH		2.70CR		STMT/03-23		M	-				GENERAL SUPPLIES	101.45435.0229
	479	04/17/23	SALES TAX-MARCH		2.92CR		STMT/03-23		M	-				GENERAL SUPPLIES	101.45435.0229
	479	04/17/23	SALES TAX-MARCH		0.14CR		STMT/03-23		M	-				GENERAL SUPPLIES	101.45435.0229
	479	04/17/23	SALES TAX-MARCH		5.17CR		STMT/03-23		M	-				GENERAL SUPPLIES	101.45435.0229
	479	04/17/23	SALES TAX-MARCH		14.10CR		STMT/03-23		M	-				GENERAL SUPPLIES	101.45435.0229
	479	04/17/23	SALES TAX-MARCH		5.57CR		STMT/03-23		M	-				GENERAL SUPPLIES	101.45435.0229
	479	04/17/23	SALES TAX-MARCH		3.78CR		STMT/03-23		M	-				GENERAL SUPPLIES	101.45435.0229
	479	04/17/23	SALES TAX-MARCH		2.85CR		STMT/03-23		M	-				GENERAL SUPPLIES	101.45435.0229
	479	04/17/23	SALES TAX-MARCH		2.05CR		STMT/03-23		M	-				GENERAL SUPPLIES	101.45435.0229
	479	04/17/23	SALES TAX-MARCH		1.65CR		STMT/03-23		M	-				GENERAL SUPPLIES	101.45435.0229
	479	04/17/23	SALES TAX-MARCH		7.64CR		STMT/03-23		M	-				SUBSCRIPTIONS AN	101.45435.0443
	479	04/17/23	SALES TAX-MARCH		0.30CR		STMT/03-23		M	-				GENERAL SUPPLIES	235.41402.0229
	479	04/17/23	SALES TAX-MARCH		0.91CR		STMT/03-23		M	-				SUBSISTENCE OF P	235.41402.0337
	479	04/17/23	SALES TAX-MARCH		5.67CR		STMT/03-23		M	-				OTHER CHARGES	235.41402.0449
	479	04/17/23	DIESEL FUEL TAX-MARCH		24.57		STMT/03-23		M	-				MOTOR FUELS AND	651.48485.0222
					2,207.82		*CHECK TOTAL								
				VENDOR TOTAL	2,207.82										
MN PETROLEUM SERVICE				002167											
	68121	04/25/23	TOWN GEN. FUEL TANK RPR		415.00		0000124429		D	-				MTCE. OF EQUIPME	651.48485.0334
MUNICIPAL UTILITIES				000541											
	68122	04/25/23	UTILITIES FOR APRIL		866.73		STMT/04-23		D	-				UTILITIES	101.42412.0332
	68122	04/25/23	UTILITIES FOR APRIL		1,315.86		STMT/04-23		D	-				UTILITIES	101.43425.0332
	68122	04/25/23	UTILITIES FOR APRIL		2,988.93		STMT/04-23		D	-				UTILITIES	230.43430.0332
	68122	04/25/23	UTILITIES FOR APRIL		52,394.42		STMT/04-23		D	-				UTILITIES	651.48484.0332
	68122	04/25/23	UTILITIES FOR APRIL		258.15		STMT/04-23		D	-				UTILITIES	651.48485.0332
					57,824.09		*CHECK TOTAL								
				VENDOR TOTAL	57,824.09										
MVTL LABORATORIES INC				000544											
	68123	04/25/23	LAP TESTING		58.30		1193136		D	-				PROFESSIONAL SER	651.48484.0446

Vendor Payment History Report
INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
NCL OF WISCONSIN INC	001627													
68124	04/25/23	LAB SUPPLIES	1,259.44			485270		D	-				GENERAL SUPPLIES	651.48484.0229
NELSON/KEN	002584													
68125	04/25/23	SAFETY GLASSES	400.00			041123		D	-				SUBSISTENCE OF P	101.43425.0227
NEOLOGY, INC.	003827													
68126	04/25/23	LICENSE PLATE READER S	4,992.00			INV-1000101		D	-				SUBSCRIPTIONS AN	101.42411.0443
NEW ULM GIRLS FAST PITCH	.03270													
68127	04/25/23	14U SOFTBALL TOURNAMENT	300.00			041323		D	-				LICENSES AND TAX	101.45432.0445
NFSA	003831													
68128	04/25/23	F.HANSON MEMBERSHIP	50.00			041423		D	-				SUBSCRIPTIONS AN	101.42412.0443
68128	04/25/23	M.GRAVE MEMBERSHIP	50.00			041423		D	-				SUBSCRIPTIONS AN	101.42412.0443
			100.00			*CHECK TOTAL								
		VENDOR TOTAL	100.00											
NORTHERN STATES SUPPLY	000585													
68129	04/25/23	CABLE CLAMPS	12.25			10-610295		D	-				MTCE. OF EQUIPME	101.43425.0224
68129	04/25/23	BOLTS	39.20			10-610441		D	-				SMALL TOOLS	101.43425.0221
68129	04/25/23	BOLTS	34.87			10-610475		D	-				MTCE. OF EQUIPME	101.43425.0224
68129	04/25/23	SHOVELS	139.03			10-610482		D	-				SMALL TOOLS	101.43425.0221
68129	04/25/23	WOOD GLUE	43.68			10-610489		D	-				MTCE. OF EQUIPME	101.45435.0224
			269.03			*CHECK TOTAL								
		VENDOR TOTAL	269.03											
O'REILLY AUTOMOTIVE INC	000650													
68130	04/25/23	WIPER BLADES	72.18			1528-458506		D	-				MTCE. OF EQUIPME	101.42411.0224
OPG-3 INC	003249													
68131	04/25/23	2024 LASERFISCH LICENS	3,362.60			6596		D	-				PREPAID EXPENSES	101.128000
68131	04/25/23	2023 LASERFISCH LICENS	4,035.40			6596		D	-				SUBSCRIPTIONS AN	101.41409.0443
			7,398.00			*CHECK TOTAL								
		VENDOR TOTAL	7,398.00											
PAPER & THREADS LLC	002895													
68132	04/25/23	CERT LOGOS-BACKPACKS	180.00			041923		D	-				MTCE. OF EQUIPME	101.42411.0334
PETERSON SHOE STORE	000608													
68133	04/25/23	GEHRKING-SAFETY BOOTS	175.00			223138		D	-				SUBSISTENCE OF P	101.45433.0227
68133	04/25/23	MARCUS-SAFETY BOOTS	175.00			223332		D	-				SUBSISTENCE OF P	101.45433.0227
			350.00			*CHECK TOTAL								
		VENDOR TOTAL	350.00											
PHENOVA, INC	003828													
68134	04/25/23	LAB SUPPLIES	188.20			191937		D	-				GENERAL SUPPLIES	651.48484.0229

Vendor Payment History Report
INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
PREMIUM WATERS INC				000374											
68135	04/25/23		DRINKING WATER	10.00			330529165		D	-				GENERAL SUPPLIES	101.45435.0229
QUICK SIGNS				001093											
68136	04/25/23		GARDEN SIGNS	273.00			180512		D	-				ADVERTISING	101.45435.0447
RAILROAD MANAGEMENT CO I				002582											
68137	04/25/23		5TH ST&PACIFIC AVE	1,213.09			478411		D	M	01			LICENSES AND TAX	101.43425.0445
RIDDELL				003594											
68138	04/25/23		FOOTBALL GEAR	2,692.95			60474631		D	-				MTCE. OF EQUIPME	101.45432.0224
RIDGEWATER COLLEGE				001136											
68139	04/25/23		EMR REFRESHER COURSE	1,755.00			1150794		D	-				TRAVEL-CONF.-SCH	101.42411.0333
RULE TIRE SHOP				000665											
68140	04/25/23		#100666 TRIE&TUBE	106.99			1-62855		D	-				INVENTORIES-MDSE	101.125000
SCHIMEROWSKI/BOB				003823											
68141	04/25/23		LODGING-SPORTS SHOW	899.91			041023		D	-				TRAVEL-CONF.-SCH	208.45006.0333
68141	04/25/23		LODGING-SPORTS SHOW	110.76			041023		D	-				TRAVEL-CONF.-SCH	208.45006.0333
68141	04/25/23		MEALS-SPORTS SHOW	70.29			041023		D	-				TRAVEL-CONF.-SCH	208.45006.0333
68141	04/25/23		MILEAGE-SPORTS SHOW	231.87			041023		D	-				TRAVEL-CONF.-SCH	208.45006.0333
					1,312.83	*CHECK TOTAL									
VENDOR TOTAL					1,312.83										
SERVICE CENTER/CITY OF W				000685											
68142	04/25/23		94.20 GALLONS UNLEADED	283.45			STMT/03-23		D	-				MOTOR FUELS AND	101.41402.0222
68142	04/25/23		2466.70 GALLONS UNLEAD	7,441.88			STMT/03-23		D	-				MOTOR FUELS AND	101.42411.0222
68142	04/25/23		EQUIPMENT REPAIR-PARTS	959.96			STMT/03-23		D	-				MTCE. OF EQUIPME	101.42411.0224
68142	04/25/23		EQUIPMENT REPAIR-PARTS	26.24			STMT/03-23		D	-				MTCE. OF EQUIPME	101.42411.0224
68142	04/25/23		217.94 GALLONS DIESEL	673.45			STMT/03-23		D	-				MOTOR FUELS AND	101.42412.0222
68142	04/25/23		175.30 GALLONS UNLEADED	530.06			STMT/03-23		D	-				MOTOR FUELS AND	101.42412.0222
68142	04/25/23		3,690.21 GALLONS DIES	12,700.21			STMT/03-23		D	-				MOTOR FUELS AND	101.43425.0222
68142	04/25/23		488.70 GALLONS UNLEADE	1,474.01			STMT/03-23		D	-				MOTOR FUELS AND	101.43425.0222
68142	04/25/23		EQUIPMENT REPAIR-PART	26,279.82			STMT/03-23		D	-				MTCE. OF EQUIPME	101.43425.0224
68142	04/25/23		EQUIPMENT REPAIR-PARTS	2,201.19			STMT/03-23		D	-				MTCE. OF EQUIPME	101.43425.0224
68142	04/25/23		97.00 GALLONS DIESEL	299.73			STMT/03-23		D	-				MOTOR FUELS AND	101.45433.0222
68142	04/25/23		85.00 GALLONS UNLEADED	256.55			STMT/03-23		D	-				MOTOR FUELS AND	101.45433.0222
68142	04/25/23		98.04 GALLONS DIESEL	302.94			STMT/03-23		D	-				MOTOR FUELS AND	651.48484.0222
68142	04/25/23		107.50 GALLONS UNLEADED	324.17			STMT/03-23		D	-				MOTOR FUELS AND	651.48484.0222
68142	04/25/23		EQUIPMENT REPAIR-PARTS	40.36			STMT/03-23		D	-				MTCE. OF EQUIPME	651.48484.0224
					53,794.02	*CHECK TOTAL									
VENDOR TOTAL					53,794.02										
SIETSEMA/SARA				003218											
68143	04/25/23		MILEAGE-ST.CLOUD ST	94.32			041923		D	-				TRAVEL-CONF.-SCH	651.48484.0333
68143	04/25/23		MILEAGE-HUTCH SFCR 1W1P	55.02			041923		D	-				TRAVEL-CONF.-SCH	651.48484.0333
					149.34	*CHECK TOTAL									
VENDOR TOTAL					149.34										

Vendor Payment History Report
INCLUDES ONLY POSTED TRANS

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
SOARES DA MOTTA/GUILHERM		003824													
	68144	04/25/23	2023	PLANNING CONFERENCE	528.77		042023		D	-				TRAVEL-CONF.-SCH	101.41402.0333
STEINBEISSER AUTO REPAIR		003256													
	68145	04/25/23		PROPANE	19.95		15691		D	-				GENERAL SUPPLIES	101.43425.0229
STREICHER'S		000722													
	68146	04/25/23		MACE	579.59		I1625853		D	-				GENERAL SUPPLIES	101.42411.0229
SUMMIT FIRE PROTECTION		002555													
	68147	04/25/23		FIRE ALARM MONITORING	420.00		150027962		D	-				MTCE. OF STRUCTU	101.43425.0335
	68147	04/25/23		FIRE ALARM INSPECTION	303.88		150028211		D	-				MTCE. OF STRUCTU	101.43425.0335
					723.88	*CHECK	TOTAL								
				VENDOR TOTAL	723.88										
SURFACE AMERICA INC		003332													
	68148	04/25/23		POURED SAFETY SURFACE	1,045.00		37191		D	-				MTCE. OF OTHER I	101.43425.0226
TREATMENT REOURCES, INC		003830													
	68149	04/25/23		FERRIC PUMP POWER SUPP	1,024.17		2023-783-A		D	-				MTCE. OF EQUIPME	651.48484.0224
TYLER TECHNOLOGIES, INC		003795													
	68150	04/25/23		ANN. SAAS	4,200.00		045-411946		D	-				SUBSCRIPTIONS AN	219.41409.0443
	68150	04/25/23		CASES&CHARGERS	473.00		130-135633		D	-				SMALL TOOLS	101.42411.0221
					4,673.00	*CHECK	TOTAL								
				VENDOR TOTAL	4,673.00										
ULINE		002687													
	68151	04/25/23		EVIDENCE SUPPLIES	207.78		161932257		D	-				GENERAL SUPPLIES	101.42411.0229
US BANK EQUIPMENT FINANC		003143													
	68152	04/25/23		500-0576320-000-APRIL	204.10		498414853		D	-				RENTS	101.42411.0440
VERIZON WIRELESS		002915													
	68153	04/25/23		CELL PHONE USE-MARCH	2,679.71		9932057876		D	-				COMMUNICATIONS	101.41409.0330
	68153	04/25/23		EAGLE LAKE #4	40.01		9932057876		D	-				COMMUNICATIONS	651.48487.0330
					2,719.72	*CHECK	TOTAL								
				VENDOR TOTAL	2,719.72										
WALKER/JUSTICE		003719													
	68154	04/25/23		APA NATIONAL CONFERNCE	418.00		042023		D	-				TRAVEL-CONF.-SCH	101.41402.0333
WEST CENTRAL PRINTING		000803													
	68155	04/25/23		OFFICE SUPPLIES	668.00		23694		D	-				OFFICE SUPPLIES	101.41420.0220
WEST CENTRAL SANITATION		000805													
	68156	04/25/23		RECYCLING-MAY	90.96		12735928		D	-				CLEANING AND WAS	101.41408.0338
	68156	04/25/23		RECYCLING-MAY	96.45		12737857		D	-				CLEANING AND WAS	101.43425.0338
	68156	04/25/23		RECYCLING-MAY	96.45		12737857		D	-				CLEANING AND WAS	101.45433.0338
	68156	04/25/23		RECYCLING-MAY	38.36		12737857		D	-				CLEANING AND WAS	101.45435.0338

Vendor Payment History Report
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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
WEST CENTRAL SANITATION			000805											
				322.22										
			VENDOR TOTAL	322.22										
WEST CENTRAL STEEL INC			000806											
68157	04/25/23		RAILING @ NORTH SWANSSON	234.00		1581980		D	-				MTCE. OF STRUCTU	101.45432.0225
WEST CENTRAL TROPHIES			000808											
68158	04/25/23		NAME TAGS PLATES	25.00		8332		D	-				GENERAL SUPPLIES	101.41401.0229
WESTMOR INDUSTRIES LLC			001640											
68159	04/25/23		SHOP ALARMS	2,951.70		1872523		D	-				MTCE. OF STRUCTU	101.43425.0335
WILLMAR CHAMBER OF COMME			000812											
68160	04/25/23		MAIL PICK-UP FEE-MARCH	26.66		55318		D	-				POSTAGE	208.45005.0223
68160	04/25/23		INTERNET	25.99		55318		D	-				COMMUNICATIONS	208.45005.0330
68160	04/25/23		RECYCLING FEE-MARCH	6.35		55318		D	-				CLEANING AND WAS	208.45005.0338
68160	04/25/23		SERVER WARRANTY	302.78		55319		D	-				COMMUNICATIONS	208.45005.0330
68160	04/25/23		MANAGED IT-MARCH	214.13		55320		D	-				PROFESSIONAL SER	208.45005.0446
68160	04/25/23		DIRECTOR&ADMIN ASS WAG	9,454.74		55322		D	-				SALARIES-REG. EM	208.45005.0110
68160	04/25/23		INSURANCE	1,611.49		55322		D	-				EMPLOYER PENSION	208.45005.0113
68160	04/25/23		FICA	558.50		55322		D	-				EMPLOYER PENSION	208.45005.0113
68160	04/25/23		MEDICARE	130.62		55322		D	-				EMPLOYER PENSION	208.45005.0113
68160	04/25/23		IRA CONTRIBUTION	270.04		55322		D	-				EMPLOYER PENSION	208.45005.0113
68160	04/25/23		STATE UNEMPLOYMENT TAX	20.36		55322		D	-				EMPLOYER PENSION	208.45005.0113
68160	04/25/23		MN WORKFORCE FEE	20.36		55322		D	-				EMPLOYER PENSION	208.45005.0113
68160	04/25/23		OK UNEMPLOYMENT TAX	107.47		55322		D	-				EMPLOYER PENSION	208.45005.0113
68160	04/25/23		MARCH COPIES	10.68		55322		D	-				OFFICE SUPPLIES	208.45005.0220
68160	04/25/23		PAYROLL & FLEX FEES	97.41		55322		D	-				OTHER SERVICES	208.45005.0339
68160	04/25/23		APRIL RENT	689.06		55322		D	-				RENTS	208.45005.0440
68160	04/25/23		VALIANT-PUBLIC POLICY	14.00		55331		D	-				SUBSISTENCE OF P	101.41400.0227
68160	04/25/23		REESE-PUBLIC POLICY	14.00		55331		D	-				SUBSISTENCE OF P	101.41401.0227
68160	04/25/23		WALKER-PUBLIC POLICY	14.00		55331		D	-				SUBSISTENCE OF P	101.41402.0227
68160	04/25/23		PUBLIC POLICY MTG-FISCH	14.00		55333		D	-				TRAVEL-CONF. -SCH	208.45005.0333
68160	04/25/23		ADVERTISEMENT-JOB FAIR	100.00		55337		D	-				ADVERTISING	101.45432.0447
				13,702.64										
			VENDOR TOTAL	13,702.64										

Vendor Payment History Report
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VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
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REPORT TOTALS:				365,403.05										
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RECORDS PRINTED - 000392

Vendor Payment History Report

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
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101	GENERAL FUND	240,811.92
208	CONVENTION & VISITORS BUREAU	22,306.02
212	COMMUNITY DEVELOPMENT	10,486.30
219	CORONAVIRUS RELIEF FUND	5,600.00
230	WILLMAR MUNICIPAL AIRPORT	3,203.00
235	WILLMAR MAIN STREET	1,640.72
423	S.A.B.F. - 2023A	1,284.96
430	C.P. - AIRPORT DEVELOPMENT	800.00
651	WASTE TREATMENT	78,972.95
803	COMM EMERGENCY RESPONSE TEAM	297.18
TOTAL ALL FUNDS		365,403.05

BANK RECAP:

BANK	NAME	DISBURSEMENTS
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HERT	HERITAGE BANK	365,403.05
TOTAL ALL BANKS		365,403.05



City Council Action Request

Council Meeting Date:	May 1, 2023	Agenda Item Number:	5.G.
Agenda Section:	Consent Items	Originating Department:	City Clerk
Resolution:	No	Prepared By:	Judy Thompson, City Clerk
Ordinance:	No	Presented By:	Judy Thompson, City Clerk
Item:	Consideration of a State 1 Day to 4 Day Temporary On-Sale Liquor License Permit - VFW 1639		

RECOMMENDED ACTION:

Motion to Approve the State Application and Permit for a 1 Day to 4 Day Temporary On-Sale Liquor License on a Roll Call Vote

OVERVIEW:

The VFW 1639 dba Finstad-Week Post has plans to serve alcohol during an outdoor Customer Appreciation & Hog Roast event on June 10, 2023, in a fenced-in area of their parking lot. A State Application and Permit for a 1 Day to 4 Day Temporary On-Sale Liquor License is required to distribute or consume alcohol outside of their designated premised area.

BUDGETARY/FISCAL ISSUES:

\$100.00 application fee.

ALTERNATIVES TO CONSIDER:

Deny the serving of alcohol outside of their designated premised area.

ATTACHMENTS:

None



City Council Action Request

Council Meeting Date:	May 1, 2023	Agenda Item Number:	5.H.
Agenda Section:	Consent Items	Originating Department:	City Clerk
Resolution:	No	Prepared By:	Judy Thompson, City Clerk
Ordinance:	No	Presented By:	Judy Thompson, City Clerk
Item:	Approve Updates to the Data Practice Procedures Document		

RECOMMENDED ACTION:

Motion to Approve Updates to the Data Practice Procedures Document

OVERVIEW:

The Minnesota Government Data Practices Act regulates data collected, created, received, maintained, disseminated or stored by a state agency, political subdivision or state-wide system, regardless of its physical form, storage media or conditions of use. Minnesota Statute, Section 13.02, Subd. 6, requires the City to appoint one person as the Responsible Authority to administer the requirements for collection, storage, use and dissemination of data on individuals with the City. City Clerk Judy Thompson was appointed responsible authority in January 2023. Pursuant to M.S. 13.02, Subd. 6, the responsible authority may assign one or more designees for each department.

The updated changes to the document are shown in legislative print on the specific pages below:

Page 1, Updated year

Page 8, Politically correct verbiage

Page 12, Updated rates

Page 13, Fees are collected at time processed

Page 16, Correct title and politically correct verbiage

Page 18, Grammatical correction

Page 20, Electronic reference

Page 30, Inserted resolution

Page 31, Changed to titles rather than individual names to accommodate turnover of staff

BUDGETARY/FISCAL ISSUES:

N/A

ALTERNATIVES TO CONSIDER:

N/A

ATTACHMENTS:

1. Data Practice Procedures Document

CITY OF WILLMAR
DATA PRACTICE PROCEDURES

MINNESOTA GOVERNMENT
DATA PRACTICES ACT

JUDY THOMPSON
CITY CLERK

May, ~~2018~~ **2023**

CITY OF WILLMAR
MINNESOTA GOVERNMENT DATA PRACTICES ACT
GUIDELINES AND PROCEDURES

INTRODUCTION

The Minnesota Government Data Practices Act regulates all government data collected, created, received, maintained, disseminated or stored by a state agency, political subdivision or state-wide system regardless of its physical form, storage media or conditions of use.

Briefly, the Act describes: 1) what information can be collected, 2) with whom the information may be shared, 3) the classification of specific government data, 4) the duties of City personnel in administering the provisions of the Act, 5) access and procedures for access to the information, 6) procedures whereby information may be classified as not public, 7) civil penalties for violation of the Act, and 8) the charging of fees for copies of records.

The basis on which a determination of how government data is handled is the classification system. Government data is either data on individuals or data not on individuals. Data on individuals is classified as either public, private, or confidential and data not on individuals is classified as public, nonpublic or protected nonpublic.

Since the Act and these guidelines and procedures are definition-dependent, a Glossary of Terms is contained in the back (Exhibit I, pages 22-23).

These guidelines and procedures are promulgated with the intention of assisting department personnel in the determination of the correct classification and therefore handling of government data which are maintained by their departments. This manual is to be used in conjunction with the Minnesota Government Data Practices Act, MINN.STAT. 13.01 et seq (as amended) and the Rules promulgated by the Commissioner of Administration, 2 MCAR et al.

I. COLLECTION OF GOVERNMENT DATA

The collection of government data is regulated by the following:

MINN. STAT. 13.03, Subd. 1 Public data. All government data collected, created, received, maintained or disseminated by a state agency, political subdivision, or statewide system shall be public unless classified by statute, or temporary classification pursuant to section 13.06, or federal law, as nonpublic or protected nonpublic, or with respect to data on individuals, as private or confidential. The Responsible Authority in every state agency, political subdivision and statewide system shall keep records containing government data in such an arrangement and condition as to make them easily accessible for convenient use. Photographic, photostatic, microphotographic, or microfilmed records shall be considered as accessible for convenient use regardless of the size of such records.

II. CLASSIFICATION OF GOVERNMENT DATA

For the purpose of these guidelines, government data is divided into three types: 1) data on individuals, which is classified as public, private, or confidential, 2) data not on individuals, which is classified as public, nonpublic or protected nonpublic, and 3) statistical or summary data derived from data on individuals. These classifications, the criteria for classification and the description of who has access are as follows:

1.A. PUBLIC DATA ON INDIVIDUALS

- A. DEFINITION: Public data on individuals means data on individuals which is accessible to the public.
- B. DATA ON INDIVIDUALS IS PUBLIC IF:
 - 1. A statute or federal law substantially requires that certain data on individuals be made available to the public.
 - 2. A statute or federal law requires the collection of data on individuals and does not classify the data as private or confidential.
 - 3. The data is collected without any enabling authority to do so and is not classified by either state statute or federal law even though the data is necessary for administration and management.
 - 4. An application for "Temporary Classification" for private or confidential data on individuals is disapproved by the Commissioner of Administration.
 - 5. The data is summary or statistical data derived from data on individuals.
 - 6. Private or confidential data becomes public in order to comply with either judicial or administrative rules pertaining to the conduct of legal actions (for example, private or confidential data presented in court made public by the court).
- C. ACCESS: Public data on individuals is accessible to the public regardless of their interest in the data. Public data is available to other government entities if needed for the administration and management of authorized programs.

1. B. PRIVATE DATA ON INDIVIDUALS

- A. DEFINITION: Private data on individuals is data which is not accessible to the public but is accessible to the individual subject of the data.

DATA ON INDIVIDUALS IS PRIVATE IF:

1. A state statute or federal law expressly classifies the data as not accessible to the public but accessible to the individual subject of the data.
- C. ACCESS: Private data on individuals is accessible to:
 1. Individuals, entities or persons who are given express written permission by the data subject.
 2. Personnel within the entity whose work assignment requires access as determined by the responsible authority or the designee.
 3. Individuals, entities or persons who are authorized by state, local or federal law to gain access.
 4. Individuals, entities or persons who used, stored and disseminated government data collected prior to August 1, 1975, with the condition that use, storage and dissemination was not accessible to the public but accessible to the data subject. Use, storage and dissemination of this data is limited to the purpose for which it was originally collected.
 5. Individuals, entities or persons for which a state, local or federal law authorizes a new use or new dissemination of the data.
 6. Individuals, entities or persons subsequent to the collection of the data and subsequent to the communication of the "Tennessee Warning" when specifically approved by the Commissioner of Administration as necessary to carry out a function assigned by law.
 7. A court, pursuant to a valid court order.
 8. Individuals, entities or persons as otherwise provided for by law.
- D. TENNESSEN WARNING: A Tennessee Warning (Exhibit II, page 24) must be given when private data is collected from the subject of the data. This requirement shall not apply when an individual is asked to supply investigative data to a law enforcement officer.

1. C. CONFIDENTIAL DATA ON INDIVIDUALS

- A. DEFINITION: Data on individuals is confidential if it is made by statute or federal law not accessible by the public and not accessible to the individual subject of the data.

DATA ON INDIVIDUALS IS CONFIDENTIAL IF:

1. A state statute or federal law expressly provides that: a) the data shall not be available to either the public or to the data subject or b) the data shall not be available to anyone except those agencies which need the data for agency purposes.
- C. ACCESS: Confidential data on individuals is accessible to:
 1. Individuals, entities, or persons who are authorized by state, local or federal law to gain access.
 2. Personnel within the entity whose work assignment requires access as determined by the responsible authority or the designee.
 3. Individuals, entities or person who stored and disseminated government data collected prior to August 1, 1975, with the condition that the data was not accessible to the individual subject of the data.
 4. Individuals, entities or persons for which a state, local or federal law authorizes a new use or new dissemination of the data.
 5. Individuals, entities or persons subsequent to the collection of the data and communication of the "Tennessee Warning" when specifically approved by the Commissioner of Administration as necessary to carry out a function assigned by law.
 6. A court, pursuant to a valid court order.
 7. Individuals, entities or persons, as otherwise provided for by law.
- D. TENNESSEN WARNING: A Tennessee Warning (Exhibit II, page 24) must be given when confidential data is collected from the data subject. This requirement shall not apply when an individual is asked to supply investigative data to a law enforcement officer.

2. A. PUBLIC DATA NOT ON INDIVIDUALS

- A. DEFINITION: Public data not on individuals means data not on individuals which is accessible to the public.
- B. DATA NOT ON INDIVIDUALS IS PUBLIC IF:
 1. A statute or federal law does not expressly classify the data as not public.

2. An application for "Temporary Classification" for data as "nonpublic" or "protected nonpublic" is disapproved by the Commissioner of Administration.
 3. A statute or federal law substantially requires the data to be made available to the public.
 4. The data is collected without any enabling authority to do so and is not classified by either statute or federal law.
- C. ACCESS: Public data not on individuals is accessible to the public regardless of their interest in the data.

2. B. NONPUBLIC DATA NOT ON INDIVIDUALS

- A. DEFINITION: Nonpublic data not on individuals means data which is not public but is accessible to the subject of the data if any. As used here the "subject of the data" means an individual, partnership, corporation, etc.
- B. DATA NOT ON INDIVIDUALS IS NONPUBLIC IF:
1. A state statute or federal law classifies the data as not public but accessible to the subject of the data, if any.
 2. A "Temporary Classification" of data as nonpublic has been approved by the Commissioner of Administration.
- C. ACCESS: Nonpublic data not on individuals is accessible to:
1. The subject of the data, if any.
 2. Personnel within the entity whose work assignment, as determined by the responsible authority or the designee, reasonably requires access.
 3. Individuals, entities or persons authorized by state statute or federal law to gain access.
 4. A court pursuant to a valid court order.
 5. Individuals, entities or persons as otherwise provided for by law.

2. C. PROTECTED NONPUBLIC DATA NOT ON INDIVIDUALS

- A. DEFINITION: Protected nonpublic data not on individuals means data which is not public and not accessible to the subject of the data.

B. DATA NOT ON INDIVIDUALS IS PROTECTED NONPUBLIC IF:

1. A state statute or federal law classifies the data as not accessible to the public and not accessible to the data subject.
2. A "Temporary Classification" of government data as "protected nonpublic" has been approved by the Commissioner of Administration.

C. ACCESS: Protected nonpublic data not on individuals is accessible to:

1. Personnel within the entity whose work assignment, as determined by the responsible authority or the designee, reasonable requires access.
2. Individuals, entities or persons authorized by statute or federal law to gain access.
3. A court, pursuant to a valid court order.
4. Individuals, entities or persons as otherwise provided for by law.

3. SUMMARY DATA

A. DEFINITION: Summary Data means statistical records and reports derived from data on individuals but in which the individuals are not in any way identifiable.

B. DATA IS SUMMARY DATA IF:

1. All data elements that could link the data to a specific individual have been removed, AND
2. Any list of number or other data which could uniquely identify an individual is separated from the summary data and is not available to persons who gain access to or possess summary data.

C. ACCESS: Unless classified by a "Temporary Classification", summary data is public and may be requested by and made available to any individual or person. Summary data may be requested by a governmental entity if needed for the administration and management of authorized programs.

III. REQUEST FOR GOVERNMENT DATA

- 1) REQUEST FOR DATA- GENERAL. Upon request to the responsible authority or the designee, an authorized individual, entity or person shall be permitted to inspect and copy government data during normal business hours of 8:00 a.m. to

4:30 p.m., Monday through Friday, with exceptions to all legal holidays; and if the party requests, he/she shall be informed of the data's meaning.

REGARDLESS OF WHERE THE DATA ORIGINATES, IF IT IS IN YOUR POSSESSION IT IS GOVERNMENT DATA AND SUBJECT TO THE ACCESS PROVISIONS OF THE LAW.

The "Information Disclosure Request Form" shall be completed for any one of the following requests for government data (Exhibit III, pages 26-27).

- A. For all requests by the public for government data classified as not public.
- B. For all requests by other government agencies for which the data is not routinely shared or provided in the normal course of business.
- C. For requests for all data (including public data) when a fee is assessed.

2) REQUESTS FOR DATA ON INDIVIDUALS BY THE DATA SUBJECT

- A. Upon request and when access/copies are authorized, the designee shall provide copies of the private or public data on individuals to the subject of the data or his/her authorized representative.
- B. The designee shall comply immediately, if possible, or within five (5) working days of the date of request if immediate compliance is not possible. If the responsible authority or designee cannot comply with the request within that time, he shall inform the requestor, and may have an additional five working days within which to comply with the request.
- C. If access is authorized, the responsible authority or the designee must supply the requested data within ten working days.

3) REQUESTS FOR SUMMARY DATA

- A. Unless classified by a "Temporary Classification" summary data derived from private or confidential data on individuals is public and the responsible authority or designee shall prepare the summary data upon the written request of an individual or person. The responsible authority shall prepare summary data upon request of any government agency when required for the administration and management of authorized programs.
- B. Within ten (10) days of receipt of such request, the responsible authority or designee shall inform the requestor of the estimated costs of preparing the summary data, if any.

- C. The responsible authority or the designee shall:
 - 1. Provide the summary data requested as soon as reasonably possible; OR
 - 2. Provide a written statement to the requestor, giving time schedule for preparing the requested data, including reasons for any delays; OR
 - 3. Provide access to the requestor to the private or confidential data so that the requestor can compile the summary data. Such access will be provided only when the requestor signs a "Non-Disclosure Agreement Form" (Exhibit V, page 28); OR
 - 4. Provide a written statement to the requestor stating reasons why the requestor's access would compromise the private and confidential data.
- D. A non-disclosure agreement is used to protect the confidentiality of government data when the requestor of the summary data will prepare the summary by accessing private or confidential data on individuals. A non-disclosure agreement shall contain at least the following (Exhibit V, page 28):
 - 1. A general description of the private or confidential data which is being used to prepare summary data.
 - 2. The purpose for which the summary data is being prepared.
 - 3. A statement that the preparer (requestor) understands he may be subject to the civil or criminal penalty provisions of the Act in the event that the private or confidential data is disclosed.
 - 4. A description of the civil and criminal penalty provision of the Act.
 - 5. The signature of the requestor and the responsible authority designee or his representative.

4) REQUESTS FOR GOVERNMENT DATA BY OTHER GOVERNMENT AGENCIES

- A. A responsible authority shall allow another responsible authority access to data classified as "not public" only when the access is authorized or required by state statute or federal law.
- B. Access to data classified as public shall be limited to that necessary for the administration and management of authorized programs.

- C. An agency that supplies government data under this section may require the requesting agency to pay the actual cost of supplying the data when the requested data is not provided in normal course of business and not required by state or federal law.
- D. Data shall have the same classification in the hands of the agency receiving it as it has in the agency providing it unless the classification is required to change to meet judicial or administrative requirements. When practical and necessary, the agency providing the requested information shall indicate the classification of the information if the data is classified as "not public".
- E. When practical and necessary, the requesting agency not listed on the "Tennessee Warning" shall obtain the informed consent from the data subject(s) for information classified as private or confidential.

5) REQUESTS FOR ALL OTHER GOVERNMENT DATA

- A. For requests from other than individual data subjects or government agencies or persons, when access is authorized, the responsible authority or designee shall provide data on request.
- B. If the responsible authority or designee is not able to provide copies at the time the request is made he shall supply copies as soon as reasonably possible.

IV. INFORMATION DISCLOSURE REQUEST FORM

- 1) INFORMATION DISCLOSURE REQUEST. The two-part "Information Disclosure Request" form as illustrated (Exhibit III, pages 26-27) provides a record of the requestor identification information and the government data requested, as well as the action taken by the responsible authority or the designee and any financial transaction which occurs.
- 2) WHEN COMPLETED. The "Information Disclosure Request" should be completed for any one of the following:
 - A. For all requests by the public for government data classified as "not public".
 - B. For all requests by other government agencies for which the data is not routinely shared or provided in the normal course of business.
 - C. For requests for all data (including public data) when a fee is assessed.

3) GUIDELINES FOR USE.

- A. Instruct all record processing employees on the correct use of the form.
- B. The "Information Disclosure Request" is divided into three sections.
 - 1. Section A: Records requestor identification information. For information that is classified as "not public" the responsible authority or designee shall insure that the requestor is, indeed, the subject of the data or his authorized representative. In order to insure this, the designee should require proof of identity including but not limited to a valid photo I.D. (such as a driver's license). In the case of the data subject's representative the data subject's signature approving release of "not public" information must be notarized.
 - 2. Section B: Records the action taken by the designee. This section is always completed by the responsible authority or designee.

The "Authorized Signature" should be signed by the responsible authority or the designee.
 - 3. Section C: Records, when applicable, information pertaining to the charging and the collection of fees for copying. Section V of this manual describes fees for copies of government data and also provides the requestor with information that may be necessary to complete the transaction especially when all or part of the transaction is by mail.

C. COPY DISTRIBUTION:

- 1. The original copy should remain with the agency requested to provide access to data.
- 2. The second copy of the completed form should be given to the requesting party. If there are any charges for copies, this will provide the requestor with a receipt.

V. FEES FOR COPIES OF GOVERNMENT DATA

Pursuant to the Minnesota Government Data Practices Act, unless otherwise provided for by federal law, state statute or rule, fees for copies of government data shall be determined by departments based on the cost of providing such service. Fees shall be reasonable and consistent.

NOTE: FEES SHALL NOT BE CHARGED TO THOSE INDIVIDUALS WHO ONLY WISH TO VIEW THE DATA.

- 1) COPIES PROVIDED AT NO CHARGE. When access is authorized, copies may be provided at no charge under the following circumstances:
 - A. When another government agency or responsible authority requires or requests the record/document copies as part of the administration and management of an authorized program and the copies are usually provided as part of the normal course of business.
 - B. When records, documents, brochures, pamphlets, books, reports or other similar publications are produced for free distribution to the public. A charge may be assessed if an individual request exceeds normal distribution.
- 2) COPIES PROVIDED WITH CHARGE. When access is authorized, copies shall be provided at the applicable Flat Rate for all other requests including:
 - A. The media, including representatives of newspaper, radio, and television.
 - B. Other government agencies or responsible authorities who require or request record, document or publication copies which are not usually provided or reproduced as part of the normal course of business.
 - C. Records, documents, brochures, pamphlets, books, reports or other similar publications that are not normally provided or reproduced for distribution to the public.
 - D. Public data on individuals and non-public data not on individuals, particularly when the requestor is not the subject of the data.
- 3) COPYING FEES: Copying fees shall be charged at the "Flat Rate" of ~~10~~ **25¢** per page **single-sided, and 50¢ per page double-sided** unless a different fee is permitted by statute, i.e. certified copies for court records.
- 4) COMPILING FEES: Compiling fees shall be charged for any request that necessitates city staff time in excess of one-half hour to compile, prepare, or summarize the requested information. The rate shall be equal to the cost of the hourly rate of pay of the staff member compiling the information.
- 5) COLLECTION OF FEES: Fees shall be collected before releasing copies. Under no circumstances will fees be "charged" and billed to the requestor.
 - A. When the estimated cost of providing copies of records, documents, and publications requested is \$50.00 or more, the responsible authority or designee shall collect at least 50% of the estimated costs prior to making, certifying and compiling the copies.

- B. When the estimated costs of providing copies of records, documents, and publications requested is \$50.00, the requested copies may be made prior to collecting the fees.

- 6) DISPOSITION OF FEES: Fees collected shall be turned over to the City Clerk, ~~at least quarterly, or whenever collections exceed \$50.00.~~

VI. DUTIES OF THE DESIGNEE.

- 1) ASSIGNMENT OF DESIGNEE. The responsible authority, with the advice and cooperation of the department head, shall assign in writing one or more designees. The "designee" is the person in charge of individual files or systems containing government data and who receives and complies with requests for government data. Additionally, the designee shall implement the provisions of the Act, the rules and these guidelines and procedures as directed by the responsible authority.

The City Clerk will provide designees with copies of the "Minnesota Government Data Practices Act", this Policies and Procedures Manual and other instructional materials as appropriate. The City Clerk will also conduct training seminars for designees from time to time.

- 2) DATA INTEGRITY. The designee shall establish procedures to insure that all data on individuals maintained by the designee is accurate, complete and current for the purposes for which it is collected. For the purposes of this section:
 - A. "Accurate" means that the data in question is reasonably correct and free from error.
 - B. "Complete" means that the data in question reasonably reflects the history of an individual's transactions with the entity. Omissions in an individual's history that place him/her in a false light shall not be permitted.
 - C. "Current" means that the data in question must be logically related to the entity's required and actual use of the data in day-to-day operations.
- 3) DATA PRACTICES ANNUAL REPORT
 - A. The designee shall prepare or update annually the "Data Practices Annual Report" and send a copy to the responsible authority on or before July 1st of each year.
 - B. The adopted Rules Governing the Enforcement and Administration of the "Minnesota Government Data Practices Act" were promulgated on August 31, 1981,

- C. In accordance with the rules the responsible authority must provide for the preparation of a list or index to all data or types of data on individuals, (i.e. public, private and confidential) collected, stored, used, or disseminated by the entity.
- D. This list or index must include the identification of the statute(s), federal law(s), or local ordinance(s) which authorize the programs or functions for which data or types of data are collected, or which authorize the actual collection, storage, or dissemination of the data or types of data on individuals. The list or index is a public document and will be updated annually by August 1st of each year.
- E. City of Willmar departments currently update the Annual Inventory of Records (August 1st Report pursuant to M.S. 13.03). Briefly, the August 1st report contains a description of each category of record, file, or process relating to private and confidential data on individuals and the citation of the state statute or federal law that classifies the data as private or confidential. Samples of all forms used to collect the private and confidential data are included with the report.
- F. The "Data Practices Annual Report" form represents a consolidation of the reporting requirements of the Act and the Rules. These are: 1) the "Annual Inventory of Records", 2) the list of or index to all data or types of data on individuals, and 3) the identification of the active and inactive records collected prior to and after August 1, 1975.
- G. The following descriptions and instructions for the various data elements may be helpful to you in completing the "Data Practices Annual Report" form.
 - 1. Responsible Authority: Name, Title and Address. Enter the name, title and address of the Responsible Authority for the government data being reported.
 - 2. Designee: Name, Title and Address. Enter the name, title and address of the designee who has been assigned, in writing, to your unit.
 - 3. Reporting Unit: Name and Address. Enter the name of department, division, subdivision, or unit making the report.
 - 4. Name of Record, File, Process, Form or Data Type. (Complete for public, private and confidential data.) Enter the name or title of the record, file, form, etc. of the government data on individuals being reported.

- 5 Description. (Complete for public, private and confidential data.) Enter the description of the government data in terms that are readily understandable to the general public.
- 6 Enabling Authority. (Complete for public, private and confidential data.) The enabling authority is the federal, state or local law which authorizes the program or function for which the data is collected, or which authorizes the actual data collection, storage, use, or dissemination.
- 7 Data Classification. (Complete for public, private and confidential data.) Enter either Public or Private, or Confidential in the space provided. Remember, only a state statute, federal law or temporary classification can classify government data as not public.
- 8 Citation for Classification. (Complete for private and confidential data.) Enter the citation of the Minnesota Statute, Federal Law or temporary classification which classifies the data as private or confidential.
- 9 Pre 8-75. (Complete for public, private and confidential data.) Enter an "X" if the government data was collected prior to August of 1975. Private and confidential data collected after August 1, 1975, cannot be used, stored or disseminated for any purpose other than those stated to the individual at the time the data was originally collected.
- 10 Post 8-75. (Complete for public, private and confidential data.) Enter an "X" if the government data was collected after August 1, 1975. Private and confidential data collected after August 1, 1975, cannot be used for any purpose other than those stated to the individual at the time of collection except as provided by M.S. 13.03.
- 11 Current. (Complete for public, private and confidential data.) Enter an "X" if the government data is currently being collected.
- 12 Purpose and Use for Collection. (Complete for private and confidential data.) Enter a description of the purpose and use of the government data that is collected, used, disseminated, etc. by the reporting unit. In other words, why do you collect, use, and store it?
- 13 Authorized Recipients. (Complete for private and confidential data.) The authorized recipients are those individuals, entities or persons who are authorized by federal, state, or local law to gain access to the data. The authorized recipients are those individuals, entities or persons listed on your Tennessee Warning.

- H. When reporting public data on individuals it is not necessary to enter any information in the columns: "Citation for Classification", "Purpose and Use for Collection", and "Authorized Recipients".
- I. When reporting private and confidential data on the annual report include a sample of all form(s) used to collect that information, as required by M.S. 13.03.
- J. The attached sample "Data Practices Annual Report" in Appendix is reduced from 11" x 14". The sample form contains examples of how some types of data may be reported. Since the ~~Personnel Department~~ **Human Resources Department** would report extensively on the personnel record other city departments which maintain a personnel record may use the example illustrated.

4) SECURITY SAFEGUARDS

- A. The designee shall establish appropriate security safeguards for all records maintained by the designee containing data classified as "not public" to insure that access is gained by only authorized individuals, entities or persons.
- B. The designee shall establish written procedures consistent with the Act to insure that private and confidential data is accessed by only authorized individuals.

5) WRITTEN PROCEDURES FOR REQUESTING DATA. The designee shall prepare and make available to the public upon request, a document setting forth in writing:

- A. The rights of the data subject and the procedures for providing access to copies of public and private data concerning himself/**herself**.
- B. The responsibilities of the designee in providing access to public and private data on individuals.
- C. Procedures whereby an individual may contest the accuracy and completeness of the public and private data concerning himself/**herself**.
- D. Procedures whereby an individual may appeal the decision of the designee.

6) RECORD OF REQUEST. The designee shall:

- A. Be prepared to receive and process requests to access and copy government data.

- B. Keep accurate records of the number and type of requests received, the response given and any resulting financial transactions.
- C. The form, "Information and Disclosure Request" and "Copy Cost Calculation Form" have been developed to accomplish these ends.

7) CHARGING FEES. Unless otherwise provided for by federal law or state statute or rule, the designee shall charge reasonable fees for copies of government data based on the cost of providing such service. Fees for providing copies of government data shall be charged according to the guidelines and procedures contained in Section V.

8) TENNESSEN WARNING-RIGHTS OF SUBJECT OF DATA

- A. Every department that collects private and confidential data from an individual concerning himself shall, prior to collection of the data, inform the individual of his/her rights as a subject of data. These rights are referred to as the "Tennessee Warning".

A "Tennessee Warning" is not required when private and confidential data is collected from an individual who is not the subject of the data.

- B. The "Tennessee Warning" consists of the following information that must be communicated to the individual from whom private or confidential data concerning the individual is collected:

1. The purpose and intended use of the requested private or confidential data within the collecting statewide system or political subdivision.
2. Whether the individual may refuse or is legally required to supply the requested private or confidential data.
3. Any known consequences arising from the individual's supplying private or confidential data.
4. Any known consequences arising from the individual's refusing to supply private or confidential data.
5. The identity of other individuals, entities or persons authorized by state or federal law to receive the data.

NOTE: In accordance with the Federal Privacy Act of 1974, "any Federal, State, or local government agency which requests an individual to disclose his social security account number shall inform that individual whether that disclosure is mandatory or voluntary, by what statutory or other authority such number is solicited and what uses will be made of it."

C. Depending upon the sensitivity of the information collected or the sensitivity of an individual to personal privacy, "Tennessee Warning" may be:

1. An oral communication. While this is not the preferred method of communicating the "Tennessee Warning" it may be necessary under some circumstances (i.e. collecting private or confidential data over the telephone). If any oral communication is necessary, the specific language communicated must be in written form.
2. A written communication requiring the signature of the data subject (i.e. a signature attesting that the individual from whom private or confidential data is collected has read and understands his rights as a subject of data). The "Tennessee Warning" may be included on the form that collects the private or confidential data.
3. A written communication not requiring a signature. This may be for example, a brochure, booklet, pamphlet or a single sheet which is handed to the individual prior to collecting the data. The "Tennessee Warning" may also be included on the form that collects the private and confidential data.

D. Samples of "Tennessee Warnings" are contained in Exhibit II.'

9) NOTIFICATION OF MINORS. Unless otherwise provided for by law (e.g., education and medical data), the designee shall provide minors from whom private or confidential data is collected with a notification that the minor individual has the right to request that parental access to the private data concerning the minor be denied. The designee may require the minor data subject to submit a written request that the data be withheld. The written request from the minor shall set forth the reasons for denying parental accesses and shall be signed by the minor. Upon receipt of the written request the responsible authority or the designee shall determine if honoring the request to deny parental access is in the best interest of the minor.

10) INFORMED CONSENT

A. Private data on individuals may be used by ~~an~~ **and** disseminated to any individual or person by the responsible authority or the designee if the individual subject or subjects of the data have given their informed consent.

NOTE: Informed consent cannot authorize a new purpose or a new use of confidential data on individuals.

B. Private data may be used and disseminated to any entity (e.g. political subdivision, government agency, etc.) if the individual subject or subjects

have given their informed consent and the data is needed for the administration and management of programs authorized by state, local or federal law.

- C. All informed consents shall be in writing.
- D. Informed consent shall not be deemed to have been given by an individual subject of the data by the signing of any statement authorizing any entity or person to disclose information about him or her to an insurer or its authorized representative, unless the statement is:
 - 1. In plain language;
 - 2. Dated;
 - 3. Specific in designating the particular persons or agencies the data subject is authorizing to disclose information about him or her;
 - 4. Specific as to the nature of the information he or she is authorizing to be disclosed;
 - 5. Specific as to the persons or entities to whom he or she is authorizing information to be disclosed.
 - 6. Specific as to the purposes for which the information may be used by any of the parties named in clause 5, both at the time of the disclosure and at any time in the future;
 - 7. Specific as to its expiration date which should be within a reasonable period of time, not to exceed one year except in the case of authorizations given in connection with applications for life insurance or non-cancellable or guaranteed renewable health insurance and identified as such, two years after the date of the policy.
- E. The informed consent for the disclosure of alcohol and drug abuse patient records may be made only if the consent is in writing and contains the following:
 - 1. The name of the program which is to make the disclosure.
 - 2. The name or title of the person or organization to which disclosure is to be made.
 - 3. The name of the patient.
 - 4. The purpose or need for the disclosure.

5. The extent or nature of information to be disclosed.
 6. A statement that the consent is subject to revocation at any time except to the extent that action has been taken in reliance thereon, and a specification of the date, event, or condition upon which it will expire without express revocation.
 7. The date on which the consent is signed.
 8. The signature of the patient and, when required, the signature of a person authorized to give consent.
- F. Examples of the "Informed Consent" form is contained in Exhibit IV.

11) APPEALING THE DECISION OF THE DESIGNEE OR THE RESPONSIBLE AUTHORITY.

- A. A decision of the designee may be appealed to the appropriate responsible authority. A list of the responsible authorities for the City of Willmar records is contained in the "Glossary of Terms".
- B. An individual who wishes to appeal a decision of the designee must submit a written appeal to the responsible authority for the records in question. The name and address of the appropriate Responsible Authority shall be made available by the designee.
 1. The name, address and phone number of the appealing party.
 2. The name of the designee or the individual who handled the initial request.
 3. A description of the nature of the dispute including a description of the information requested or in question.
 4. A description of the desired result of the appeal.
- C. The decision of the designee or the Responsible Authority may also be appealed to the Commissioner of Administration. The procedures for this appeal are contained in the "Rules Governing the Enforcement and Administration of the Minnesota Government Data Practices Act". ~~A copy of the "Rules" is available from the Deputy City Clerk.~~ **Chapter 1205.**
- D. Additionally, an individual may, at any time, bring action in district court. An action filed pursuant to this section may be commenced in the county in which the individual resides. If the court determines that an action is

frivolous and without a basis in fact, it may award reasonable cost and attorney fees to the responsible authority.

EXHIBIT I

GLOSSARY OF TERMS

Minnesota Statute 13.02

Subdivision 1. Applicability. As used in this chapter, the terms defined in this section have the meaning given them.

Subdivision 2. Commissioner. "Commissioner" means the Commissioner of the Department of Administration.

Subdivision 3. Confidential data on individuals. "Confidential data on individuals" means data which is made not public by statute or federal law applicable to the data and is inaccessible to the individual subject of that data.

Subdivision 4. Data not individuals. "Data not individuals" means all government data which is not data on individuals.

Subdivision 5. Data on individuals. "Data on individuals" means all government data in which any individual is or can be identified as the subject of that data, unless the appearance of the name or other identifying data can be clearly demonstrated to be only incidental to the data and the data are not accessed by the name or other identifying data of any individual.

Subdivision 6. Designee. "Designee" means any persons designated by a responsible authority to be in charge of individual files or systems containing government data and to receive and comply with requests for government data.

Subdivision 7. Government data. "Government data" means all data collected, created, received, maintained or disseminated by any state agency, political subdivision, or statewide system regardless of its physical form, storage media or conditions of use.

Subdivision 8. Individual. "Individual" means a natural person. In the case of a minor or an individual adjudged mentally incompetent, "individual" includes a parent or guardian or an individual acting as a parent or guardian in the absence of a parent or guardian, except that the responsible authority shall withhold data from parents or guardians, or individuals acting as parents or guardians in the absence of parents or guardians, upon request by the minor if the responsible authority determines that withholding the data would be in the best interest of the minor.

Subdivision 9. Nonpublic data. "Nonpublic data" means data not on individuals which is made by statute or federal law applicable to the data: A) not public; and B) accessible to the subject, if any, of the data.

Subdivision 10. Person. "Person" means any individual, partnership, corporation, association, business trust, or legal representative of an organization.

Subdivision 11. Political subdivision. "Political subdivision" means any county, statutory or home rule charter, city, school district, special district and any board, commission, district or authority created pursuant to law, local ordinance or charter provision. It includes any nonprofit corporation which is a community action agency organized pursuant to the Economic Opportunity Act of 1964. (P.L. 88-452) as amended, to qualify for public funds, or any nonprofit social service agency which performs services under contract to any political subdivision, statewide system or state agency, to the extent that the nonprofit social service agency or nonprofit corporation collects, stores, disseminates and uses data on individuals because of a contractual relationship with state agencies, political subdivisions or statewide systems.

Subdivision 12. Private data on individuals. "Private data on individuals" means data which is made by statute or federal law applicable to the data: A) not public; and B) accessible to the individual subject of that data.

Subdivision 13. Protected non-public data. "Protected non-public data" means data not on individuals which is made by statute or federal law applicable to the data: A) not public; and B) not accessible to the subject of the data.

Subdivision 14. Public data not on individuals. "Public data not on individuals" means data which is accessible to the public in accordance with the provisions of section 13.03.

Subdivision 15. Public data on individuals. "Public data on individuals" means data which is accessible to the public in accordance with the provisions of section 13.03.

Subdivision 16. Responsible authority. "Responsible authority" in a state agency or statewide system means the state official designated by law or by the commissioner as the individual responsible for the collection, use and dissemination of any set of data on individuals, government data, or summary data. "Responsible authority" in any political subdivision means the individual designated by the governing body of that political subdivision as the individual responsible for the collection, use, and dissemination of any set of data on individuals, government data, or summary data, unless otherwise provided by state law.

Subdivision 17. State agency. "State agency" means the state, the University of Minnesota, and any office, officer, department, division, bureau, board, commission, authority, district or agency of the state.

Subdivision 18. Statewide system. "Statewide system" includes any record-keeping system in which government data is collected, stored, disseminated and used by means of a system common to one or more state agencies or more than one of its political subdivision or any combination of state agencies and political subdivision.

CITY OF WILLMAR

TENNESSEN WARNING

In accordance with the Minnesota Government Data Practices Act, the City of Willmar is required to inform you of your rights as they pertain to the private information collected from you. Private data is that information which is available to you, but not to the public. The personal information we collect about you is private.

Minnesota Statutes 13.01 to 13.87 on Government Data Practices require that you be informed that the following information which you are asked to provide on the application for employment is considered private data: 1. Name, 2. Home address, 3. Home phone number, 4. Social Security number, 5. Date of birth, 6. Conviction record, 7. Sex, 8. Age group, 9. Disability type, and 10. Racial/ethnic group.

We ask this information for the following reasons: to distinguish you from all other applicants and identify you in our personnel files; to enable us to verify that you are the individual who makes the application; to enable us to contact you when additional information is required, send you notices and/or schedule you for interviews; to determine if you meet the minimum age requirements (if any); to conduct proper investigations if you are applying for a position; to determine whether or not your conviction record may be a job related consideration affecting your suitability for the position you applied for; to enable us to ensure your rights to equal opportunities and to meet affirmative action goals; to meet federal and state reporting requirements; and to make processing more efficient.

The data supplied by you may be used for such other purposes as may be determined to be necessary in the administration of personnel in the City of Willmar and the policies, rules, and regulations promulgated pursuant thereto.

FURNISHING SOCIAL SECURITY NUMBERS, DATE OF BIRTH (unless a minimum age is required), SEX, AGE GROUP, AND DISABILITY DATA IS VOLUNTARY, BUT REFUSAL TO SUPPLY OTHER REQUESTED INFORMATION WILL MEAN THAT YOUR APPLICATION FOR EMPLOYMENT MAY NOT BE CONSIDERED.

Private data is available only to you and to other persons in the City Offices who have a bonafide need for the data. Public data is available to anyone requesting it and consists of all data furnished in the employment process which is not designated in this notice as private data.

Witness my signature that I fully understand the contents of this warning.

Date: _____
Signature of Applicant

EXHIBIT II
CITY OF WILLMAR
SAMPLE TENNESSEN WARNING

In accordance with the Minnesota Government Data Practices Act, the City of Willmar is required to inform you of your rights as they pertain to the private information collected from you. Private data is that information which is available to you, but not to the public. The personal information we collect about you is private.

Minnesota Statutes 13.01 to 13.87 on Government Data Practices require that you be informed that the following information which you are asked to provide on the application for employment is considered private data: 1. Name, 2. Home address, 3. Home phone number, 4. Social Security number, 5. Date of birth, 6. Conviction record, 7. Sex, 8. Age group, 9. Disability type, 10. Racial/ethnic group.

We ask this information for the following reasons: to distinguish you from all other applicants and identify you in our personnel files; to enable us to verify that you are the individual who makes the application; to enable us to contact you when additional information is required, send you notices and/or schedule you for interviews; to determine if you meet the minimum age requirements (if any); to conduct proper investigations if you are applying for a position; to determine whether or not your conviction record may be a job related consideration affecting your suitability for the position you applied for; to enable us to ensure your rights to equal opportunities and to meet affirmative action goals; to meet federal and state reporting requirements; and to make processing more efficient.

The data supplied by you may be used for such other purposes as may be determined to be necessary in the administration of personnel in the City of Willmar and the policies, rules, and regulations promulgated pursuant thereto.

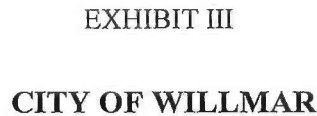
FURNISHING SOCIAL SECURITY NUMBERS, DATE OF BIRTH (unless a minimum age is required), SEX, AGE GROUP, AND DISABILITY DATA IS VOLUNTARY, BUT REFUSAL TO SUPPLY OTHER REQUESTED INFORMATION WILL MEAN THAT YOUR APPLICATION FOR EMPLOYMENT MAY NOT BE CONSIDERED.

Private data is available only to you and to other persons in the City Offices who have a bonafide need for the data. Public data is available to anyone requesting it and consists of all data furnished in the employment process which is not designated in this notice as private data.

Witness my signature that I fully understand the contents of this warning.

Date:

Signature of Applicant



City of Willmar
PO Box 755
333 SW 6th Street
Willmar, MN 56201
Phone: 320-235-4913
Fax: 320-235-4917

(A receipted copy of this form is to be provided to the requestor each time money is received.)

8 1/2" x 11" or 11" x 17"

Flat Rate	x	\$0.25 each	\$
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Flat Rate	x	\$4.00 each	\$
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Flat Rate	x	\$6.00 each	\$
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Flat Rate	x	\$1.00 each	\$
-----------	---	-------------	----

Flat Rate	x	\$0.25 each	\$
-----------	---	-------------	----

Hourly Rate x Hours \$ _____

Device Cost \$ _____

Recording Fee \$ _____

Postage Rate \$ _____

TOTAL \$

I have received from the above name, the amount indicated opposite my signature in payment for providing the data.

TOTAL AMOUNT DUE _____ RECEIVED BY _____ DATE _____

PREPARED AMOUNT _____ RECEIVED BY _____ DATE _____

BALANCE DUE _____ RECEIVED BY _____ DATE _____

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EXHIBIT IV
CITY OF WILLMAR
CONSENT FOR THE RELEASE
OF INFORMATION

I, _____
(name of individual authorizing release)
authorize _____
(name of individual, entity or person holding record)
to disclose to _____
(name of individual, entity or person to receive the information)
the following information _____
(description of information)

I understand that my records are protected under state and/or federal privacy laws and cannot be disclosed without my written consent unless otherwise provided for by state or federal law. I also understand that I may revoke this consent at any time except to the extent that action has been taken in reliance on it and that in any event this consent expires automatically as described below.

Specification of the date, event, or condition upon which this consent expires:

Executed this ____ day of _____, 20__.

(Signature of individual authorizing release)

(Signature of witness)

(Signature of parent, guardian or authorized
representative when required)

NOTE TO DEPARTMENTS USING THIS FORM: The consequences of giving informed consent must be communicated to the individual prior to affixing his/her signature.

EXHIBITV
CITY OF WILLMAR
NON-DISCLOSURE AGREEMENT

I, _____, hereby acknowledge receipt of the following private or confidential data:

This information will be used to prepare the following summary data:

I, _____, understand that I may be subject to the civil or criminal penalty provision of the Data Practices Act in the event that the private or confidential data is disclosed sufficiently to uniquely identify individual data subjects.

MINN. STAT. 13.08 entitled Civil Remedies Provides in part that any political subdivision, responsible authority or state agency which violates any provision of this chapter is liable to the person who suffers any damage as a result of the violation. The person damaged may also bring an action to cover any damages sustained, plus costs and reasonable attorneys fees. In the case of a willful violation, exemplary damages of not less than \$100.00, nor more than \$10,000.00 for each violation may be assessed.

MINN. STAT. 13.09 entitled penalties provides in part that any person who willfully violates the provisions of 13.02 to 13.04 or any rules or regulations promulgated thereunder is guilty of a misdemeanor which is punishable by a maximum fine of \$700.00 and/or 90 days I jail.

Date _____

Signature

Address

Date _____

Responsible Authority

RESOLUTION NO. 2023-006

ADOPTING A RESPONSIBLE AUTHORITY FOR THE CITY OF WILLMAR

Motion By: Nelsen

Second By: Davis

WHEREAS, Minnesota Statutes, Section 13.02, Subd. 6, requires that the City of Willmar appoint one person as the Responsible Authority to administer the requirements for collection, storage, use and dissemination of data on individuals within the City; and

WHEREAS, the City Council of the City of Willmar shares the concern expressed by the Legislature on the responsible use of all City data and wishes to satisfy this concern by immediately appointing an administratively and technically qualified Responsible Authority as required under the Statute.

BE IT RESOLVED by the City Council of the City of Willmar Minnesota, that City Clerk Judy Thompson be appointed as the Responsible Authority for the purpose of meeting all requirements of Minnesota Statutes, Sections 13.02-13.87, as amended, and with rules as lawfully promulgated by the Commissioner of Administration as published in the State Register.

Dated this 9th day of January, 2023

/s/ Douglas Reese
MAYOR

Attest:

/s/ Judy Thompson
CITY CLERK

CITY OF WILLMAR

RESPONSIBLE AUTHORITIES

The Minnesota Government Data Practices Act defines the responsible authority in a political subdivision as" ... the individual designated by the governing body of that political subdivision as the individual responsible for the collection, use and dissemination of any set of data on individuals, government data or summary data, unless otherwise provided by state law" (M.S. 13.02 subd. 16).

Pursuant to M.S. 13.02 subd. 6 the responsible authority may assign one or more designees for each department. As the appointed responsible authority for the City of Willmar, I name the below listed as "designees" for the purpose of administering the Minnesota Government Data Practices Act in the City of Willmar.

~~Sean Christensen~~ **Public Works Director** Public Works
~~Judy Thompson~~ **City Clerk** Elections
~~Steve Okins~~ **Finance Director** Finance
~~Frank Hanson~~ **Fire Chief** Fire
~~James Felt~~ **Police Chief** Public Safety
~~Steve Brisendine~~ **Parks & Recreation Director** Parks and Leisure Services
Recreation
~~Bruce Peterson~~ **Planning & Development Services Director** Community **Planning**
& Development/Zoning/Building & Rental Inspections
~~Samantha Beckman~~ **Human Resources Director** Human Resources
~~Flaherty & Hood~~ Legal



Judy Thompson, Responsible Authority

Advocates for Health

LIFESAVING SOLUTIONS

A 501(c) (3) Certified Non-Profit Organization

Outdoor AED Smart Monitored Cabinet Presentation

Learn more about placing Outdoor AED Cabinets
around Spicer and how your organization can get involved!

**Spicer City Hall
217 Hillcrest Ave,
Spicer, MN 56288**

**May 17th, 2023
2:00 P.M.**



For more information contact:

Jacob Kolander
jkolander@cityofspicer.org
or

Kaitlyn Gilk
kaitlyn@advocates4health.org

Advocates4health.org





City of Willmar

City Council Action Request

Council Meeting Date:	May 1, 2023	Agenda Item Number:	10.A.
Agenda Section:	Regular Business	Originating Department:	Administration
Resolution:	Yes	Prepared By:	Brittany Searle, Administrative Assistant
Ordinance:	No	Presented By:	Leslie Valiant, City Administrator
Item:	Consider Amphitheater License and Donation Acceptance Agreement with Rotary Club of Willmar		

RECOMMENDED ACTION:

Consider approving a resolution to enter into agreement with the Rotary Club of Willmar for the Amphitheater License and Donation Acceptance.

OVERVIEW:**BUDGETARY/FISCAL ISSUES:****ALTERNATIVES TO CONSIDER:****ATTACHMENTS:**

1. Resolution- Amphitheater Agreement
2. Amphitheater Donation Agreement - Unsigned
3. Amphitheater -MainStage
4. Amphitheatre- Back Stage

Resolution No._____

Robbins Island Amphitheater License and Donation Acceptance Agreement

Motion By: _____ Second By: _____

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, enter into the Robbins Island Amphitheater License and Donation Acceptance Agreement with the Willmar Rotary Club.

BE IT FURTHER RESOLVED that the Mayor and City Administrator of the City of Willmar are authorized to sign agreements.

Dated this 17th day of April 2023

Mayor

Attest:

City Clerk

**ROBBINS ISLAND AMPHITHEATER LICENSE AND
DONATION ACCEPTANCE AGREEMENT
BY AND BETWEEN
CITY OF WILLMAR AND ROTARY CLUB OF WILLMAR**

THIS AGREEMENT (the “Agreement,”) is made and entered into as of this ____ day of _____, 2023, by and between **CITY OF WILLMAR**, a municipal corporation under the laws of the State of Minnesota (the “City”), and **ROTARY CLUB OF WILLMAR**, a 501(C)(4) nonprofit organization(“RCW”); (individually, the City and RCW may be referred to as a “Party”; collectively, as the “Parties”).

RECITALS

WHEREAS, the City is the owner of Robbins Island Park and Recreations Area, a 55-acre parcel of real property owned, maintained, and operated for public recreational use by the City, located on Business Highway 71 North in the City of Willmar, Minnesota (Kandiyohi County Parcel I.D. No. 95-911-0920) (the “Robbins Island Park”); and

WHEREAS, RCW seeks to partner with the City for the construction of an amphitheater within that portion of Robbins Island Park as depicted on the preliminary site plan attached hereto as **Exhibit A** and incorporated herein by reference (the “Premises”); and

WHEREAS, the Parties’ shared vision for the Amphitheater is to construct an approximately 3,500 square foot dual-stage amphitheater as depicted in the concept sketches attached hereto as **Exhibit B** and incorporated herein by reference (the “Amphitheater”), to be funded primarily by private donations raised by RCW, and that will provide the City of Willmar and surrounding region with a unique public amenity and venue for outdoor artistic performances, thereby enhancing the livability of the community and the local economy; and

WHEREAS, RCW is willing to engage in fundraising, engage an architectural firm to complete the design of the Amphitheater, and to donate the architect-designed plans and specifications and funds needed for construction of the Amphitheater to the City as more specifically set forth herein; and

WHEREAS, upon receipt of the RCW’s donations as set forth herein, the City is willing to undertake the construction of the Amphitheater as soon as practicable pursuant to the terms and conditions set forth herein; and

WHEREAS, the City and RCW now desire to enter into this Agreement defining the terms and conditions under which the Amphitheater will be funded, designed, and constructed, and the respective duties of each Party.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

ARTICLE ONE
Definitions and Terms

- 1.1 ***“Amphitheater”*** means the approximately 3,500 square foot dual-stage amphitheater as depicted in the concept sketches attached hereto as **Exhibit B**.
- 1.2 ***“City”*** means the City of Willmar, a Minnesota municipal corporation, 333 6th Street SW, Willmar, MN 56201.
- 1.3 ***“Design Professionals”*** means Engan & Associates, Inc., 311 4th Street SW, Willmar, MN 56201, together with such other professional consultants as required or convenient to successfully complete the architectural and engineering design of the Project.
- 1.4 ***“Effective Date”*** means the latest date of execution of this Agreement by either Party.
- 1.5 ***“Estimated Project Cost”*** means \$1,500,000.00, which amount represents the estimated cost to complete the construction of the Project. The Estimated Project Cost shall be updated and modified accordingly to reflect the value of the contract awarded to a general contractor pursuant to Section 6.1.4.
- 1.6 ***“Expiration Date”*** means the date that is three years after the Effective Date, except that if the City has awarded a contract for the construction of the Project pursuant to Section 6.1 below prior to such date, then the Expiration Date shall be the earliest date on which both parties have fully performed their respective obligations hereunder.
- 1.7 ***“Final Design”*** means the final architectural and engineering design of the Amphitheater, to include the Minimum Components, and to be jointly agreed to by the City and RCW pursuant to 4.1.1 herein. The Final Design shall consist of construction plans and bidding specifications for which competitive bids may be solicited in compliance with Minn. Stat. § 471.345.
- 1.8 ***“First Donation”*** means a one-time donation of the architectural plans and specifications approved as the Final Design by the City and RCW pursuant to Section 4.1.1 herein, to be made by RCW to the City pursuant to Section 5.1.1.
- 1.9 ***“Fundraising Commitment”*** means the total amount of funds RCW intends to raise and donate to the City under this Agreement to fund the Project, in an amount equal to the Total Project Cost.
- 1.10 ***“Minimum Components”*** means all improvements, including as required by any applicable federal or state statute, regulation, or local ordinance, necessary for or related to the construction of the Amphitheater on the Premises in a total approximate size of 3500 square feet, to include the following minimum components and features:
- (a) 1,540 square foot main covered stage;

- (b) 630 square foot secondary covered stage;
 - (c) 500 square foot storage capacity;
 - (d) 830 square foot backstage greenroom/changing area, including private bathroom and shower facilities;
 - (e) Restoration of lawn or green space damaged or disturbed during construction;
 - (f) Graded ADA-compliant path from parking area and 1,500 square foot concrete pad or hard-surfaced spectator area ADA compliance;
 - (g) Appropriate security lighting mounted on or otherwise illuminating the Amphitheater structure;
 - (h) Water, sewer service & other utilities serving green room;
 - (i) Air conditioning in green room; and
 - (j) Three-phased power installed to serve facility.
- 1.11 ***“Naming Rights”*** shall mean the sale by the RCW, as approved by the City, of the right of a third-party purchaser to attach its name to the title of the Amphitheater for a specific period of time as agreed upon by the City and the naming rights sponsor.
- 1.12 ***“Premises”*** means the Amphitheater as well as the real property within Robbins Island Park upon which the Amphitheater will be located, as depicted on **Exhibit A**.
- 1.13 ***“Project”*** means the construction of the Amphitheater on the Premises pursuant to the Final Design.
- 1.14 ***“RCW”*** means Rotary of Club Willmar, a 501(C)(4) nonprofit organization, whose address for notices purposes is PO Box 294, Willmar, MN 56201.
- 1.15 ***“Robbins Island Park”*** means the Robbins Island Park and Recreations Area, a 55-acre parcel of real property owned, maintained, and operated for public recreational use by the City, located on Business Highway 71 North in the City of Willmar, Minnesota (Kandiyohi County Parcel I.D. No. 95-911-0920), inclusive of the Premises.
- 1.16 ***“Second Donation”*** means the cash donation in an amount equal to 75 percent of RCW’s Fundraising Commitment, as preliminarily calculated prior to the City’s awarding the contract(s) for construction of the Project pursuant to Section 6.1.4 based on the amount of the lowest responsible bid(s) as determined by the City and approved by RCW pursuant to Section 6.1.2.

- 1.17 ***“Substantial Completion Date”*** means the date on which a Certificate of Occupancy is issued for the Amphitheater authorizing its use and occupation for the purposes contemplated in this Agreement.
- 1.18 ***“Third Donation”*** means the cash donation in an amount equal to the difference between RCW’s Fundraising Commitment, as preliminarily calculated prior to the City’s awarding the contract(s) for construction of the Project pursuant to Section 6.1.4 based on the amount of the lowest responsible bid(s) as determined by the City and approved by RCW pursuant to Section 6.1.2, and the amount of RCW’s Second Donation pursuant to Section 5.1.2 herein.
- 1.19 ***“Total Project Cost”*** means the actual cost to construct the Project, inclusive of all sums paid to contractors for the construction of the Project, all sums paid to professionals to manage the construction of the Project, all interest that may accrue on any bonds issued to fund any portion of the Project.

ARTICLE TWO

Term of Agreement

This Agreement shall be in effect and binding on the Parties beginning on the Effective Date and terminating on the Expiration Date, unless earlier terminated pursuant to this Agreement.

ARTICLE THREE

Representations and Warranties

- 3.1 Representations and Warranties of the City: The City represents and warrants that the City is a municipal corporation organized and existing under and by virtue of and pursuant to the laws of the State of Minnesota and its Home Rule Charter and has the power to enter into this Agreement and carry out its obligation hereunder.
- 3.2 Representations and Warranties of RCW: RCW makes the following representations and warranties:
- 3.2.1 RCW is a 501(C)(4) nonprofit organization, is in good standing in the State and has the power and authority to enter into this Agreement and to perform its obligations hereunder and is not in violation of the laws of the State.
- 3.2.2 Neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of

whatever nature to which RCW is now a party or by which it is bound, or constitutes a default under any of the foregoing.

- 3.2.3 RCW will cooperate with the City with respect to any litigation commenced with respect to the Premises.
- 3.2.4 RCW shall promptly advise the City in writing of all litigation or claims affecting any part of the Premises and all written complaints and charges made by any governmental authority materially affecting the Premises or materially affecting RCW or its activities.
- 3.2.5 RCW has the resources and capability to satisfy its Fundraising Commitment.
- 3.2.6 RCW acknowledges the City's contributions to the Project and to thereafter operating and maintaining the Amphitheater as a public facility, and further warrants that RCW will not seek subsidies or other financial assistance from the City to cover any costs, expenses or obligations made the responsibility of RCW hereunder.

ARTICLE FOUR **Architectural Design**

- 4.1 Project Design: RCW shall retain the Design Professionals and complete the architectural and engineering design of the Project in coordination and agreement with the City but at RCW's sole cost and expense, as follows:
 - 4.1.1 Final Design: RCW shall exercise all reasonable diligence to cause the architectural and engineering design of the Project to be completed by the Design Professionals. RCW shall provide the City copies of any concept drawings, schematics, and plans for the Amphitheater for the City's review and comment. Upon receipt of such documents, the City shall consult and cooperate with RCW and the Design Professionals and provide any comments or requests it may have regarding the same. RCW shall take the City's comments and requests into consideration in developing the construction plans and bidding specifications, and the Parties shall mutually agree on the Final Design.
 - 4.1.2 Minimum Components: The Minimum Components shall be included in the Final Design, unless RCW and the City first mutually agree in writing to modify the Minimum Components.
 - 4.1.3 Failure to Agree: In the event the Parties are unable to reach an agreement on the Final Design pursuant to Section 4.1.1, either Party may provide 30 days' written notice of its intent to terminate this Agreement to the other Party. The Parties shall continue to negotiate in good faith during the pendency of such notice

period. If, after negotiating in good faith, the Parties fail to reach an agreement on the Final Design within such 30-day notice period, either Party may terminate this Agreement pursuant to Section **Error! Reference source not found.** Upon such termination under this Section 4.1.3, RCW shall be entitled to a refund of all remaining funds which RCW has previously donated to the City and which have not been obligated for authorized Project costs hereunder. The City shall refund all such uncontested sums within 30 days of termination.

ARTICLE FIVE

Project Funding and Schedule of Donations

- 5.1 **RCW Donations:** RCW shall diligently undertake efforts to raise funds sufficient to satisfy both its obligation to complete the Final Design and its Fundraising Commitment, and shall make the following donations to the City:
- 5.1.1 **First Donation:** RCW shall make its First Donation to the City consisting of the construction plans and bidding specifications comprising the Final Design as soon as reasonably practical following the Parties' agreement on the Final Design pursuant to Section 4.1.1.
- 5.1.2 **Second Donation:** RCW shall make its Second Donation to the City as soon as reasonably practical following GRC's raising sufficient funds therefore, but in no event later than the earlier of (i) 30 days after the competitive bids for the Project are due to be submitted to the City pursuant to Section 6.1.1; or (ii) July 1, 2025. RCW's failure to make its First Donation by such date will constitute a Default Event and permit the City to proceed with terminating this Agreement pursuant to Section **Error! Reference source not found.** of this Agreement.
- 5.1.3 **Third Donation:** RCW shall make its Third Donation to the City as soon as reasonably practical following RCW's raising of sufficient funds therefore, but no later than the date or schedule of dates mutually agreed to by the Parties on or before the date the City awards a contract for construction of the Amphitheater to a general contractor, as necessary for the City to timely make any payments on any bonds issued by the City to finance a portion of the Project pursuant to Section 5.2.2 with RCW's donated funds (to the extent of RCW's Fundraising Commitment). The scheduled date or dates to be agreed to by the Parties for the Third Donation under this 5.1.3 shall be attached to this Agreement as **Exhibit C**. Nothing herein shall be interpreted as prohibiting RCW from making its Second Donation as a lump sum cash payment so as to avoid the City needing to issue bonds pursuant to Section 5.2.2, if financially feasible at the time.
- 5.1.4 **Collection of Funds:** RCW shall collect and hold the funds it raises to satisfy its Fundraising Obligation in an account established and controlled by the Willmar Community Foundation, who shall act as RCW's fiscal agent, or such other fiscal

agent as may be approved by the City, prior to donating the funds to the City as required herein. RCW shall grant the City a security interest in the funds in this account to be perfected by entering into an account control contract with the City in a form satisfactory to the City.

- 5.1.5 City Acceptance: The City shall promptly accept by resolution of its city council RCW's donations on the condition that the entirety of the donated products and funds be used solely for the purpose of facilitating and funding the construction of the Project. RCW acknowledges and agrees that if the City issues bonds to finance a portion of the Project pursuant to Section 5.2.2, the design and construction of the Amphitheater must follow any requirements and/or guidelines of bond payments that may be required.
- 5.1.6 Naming Rights: RCW shall have the right to market and sell the Naming Rights to the Amphitheater as part of its private fundraising campaign, subject to the approval of the City. Any sale of Naming Rights shall comply with the advertising standards attached hereto as **Exhibit D** and incorporated herein by reference. No sale of the Naming Rights shall be valid and no Naming Rights contract/agreement shall be valid or entered into without the express written consent of the City, and the City shall be a party to such contract. Thereafter, the parties shall honor the terms of any such contract for the sale of the Naming Rights and shall observe the title sponsor's rights thereunder in all respects, including in all Advertising and ticketing materials.
- 5.1.7 Fundraising Efforts: If, at any time, RCW concludes that it will be unsuccessful in raising the funds necessary to perform its obligations under this Agreement, it shall promptly notify the City of such conclusion, which notification will constitute a Default Event and permit the City to proceed with terminating this Agreement pursuant to Section **Error! Reference source not found.** of this Agreement.

5.2 City Financial Obligations:

- 5.2.1 City Contribution: The City shall be responsible for furnishing the land upon which the Amphitheater will be built (which is owned by the City), conducting soil borings on the Premises, furnishing the greenroom/changing area, supplying equipment necessary to operate the Amphitheater, and for paying any legal or other third-party consultant's fees incurred for services requested by the City in connection with this Project.
- 5.2.2 Bonding: The City's obligations under this agreement are contingent upon satisfaction of all requirements of applicable law to issue bonds in a sufficient amount to fund that portion of the Total Project Cost that exceeds the amount of the Second Donation, and are subject to approval by the city council thereafter. RCW shall fully cooperate with the City and provide any necessary

documentation or accounting required for the City to complete the bonding process.

- 5.3 Reconciliation of Costs: After the completion of the Project, as determined by the City making final payment(s) to the contractor(s) awarded the contract(s) to construct the Project, the City shall finally calculate the Total Project Cost. Any amount by which the sum of the RCW's Second Donation and Third Donation exceeds the amount of RCW's Fundraising Obligation, as calculated based on the City's final calculation of the Total Project Cost, shall promptly be refunded to RCW by the City. In the event the amount of RCW's Fundraising Obligation, as calculated based on the City's final calculation of the Total Project Cost, exceeds the sum of RCW's Second Donation and Third Donation, RCW shall donate the amount of such difference to the City, and the parties shall update the scheduled date or dates for the Second Donation attached to this Agreement as Exhibit C to include and provide the date(s) for such additional donations.
- 5.4 Development Grant Sources: The Parties understand and acknowledge that the City will pursue grants from multiple sources on terms reasonably acceptable to the City, in its sole discretion, so as to fund some or all of the Total Project Cost (any such grants the "Development Grants"). If the City is successful in obtaining any Development Grants on terms reasonably acceptable to the City, the receipt of such funds shall be applied against RCW's Fundraising Commitment to the extent that such Development Grant proceeds are used to pay for the Total Project Cost, or any portion thereof. The Parties acknowledge that, regardless of the reason, if the Development Grants are not available to cover the costs incurred in relation to the design and construction of the Project, RCW shall remain responsible for the donation of funds sufficient to pay of such costs pursuant to this Article 5.

ARTICLE SIX

Construction

- 6.1 Project Construction: Upon the Parties' written agreement on the date or schedule of dates on which RCW shall make its Third Donation to the City in accordance with Section 5.1.3, the City shall enter into a contract with a general contractor and thereby cause the Project to be constructed in accordance with the Final Design, pursuant to the following requirements:
- 6.1.1 Solicitation of Competitive Bids: The City shall solicit competitive bids and award the contract(s) for construction of the Project in accordance with the Final Design and in compliance with the Uniform Municipal Contracting Law, Minn. Stat. § 471.345. The City shall include in its bid package a process for bidders to receive credit for donations to the Project, whether in the form of cash or in-kind donations of labor, materials or supplies.
- 6.1.2 Lowest Responsible Bid: The City shall identify, in its sole discretion, the lowest responsible bid(s) for the contract(s) to construct the Project, and prior to

awarding such contract(s), shall provide written notice of the lowest responsible bid(s) to RCW. RCW shall thereafter have 15 days to review the same and communicate its approval or disapproval thereof to the City. RCW's failure to respond within 15 days of its receipt of notice of the lowest responsible bid from the City shall be deemed to be RCW's disapproval thereof.

- 6.1.3 RCW's Disapproval of Low Bid: In the event that RCW disapproves of the lowest responsible bid(s) identified by the City pursuant to Section 6.1.2, either Party may provide 90 days' written notice of its intent to terminate this Agreement to the other Party. The Parties shall continue to negotiate in good faith during the pendency of such notice period to determine if any modifications may be made to the Final Design that would be acceptable to both Parties and likely to result in acceptable bids from contractors. If, after negotiating in good faith, the Parties fail to reach an agreement on the Final Design within such 90-day notice period, either Party may terminate this Agreement pursuant to Section **Error! Reference source not found.** Upon such termination under this 6.1.3, RCW shall be entitled to a refund of all remaining and unobligated funds which RCW has previously donated to the City.
- 6.1.4 Conditions Precedent: The City's obligations to award the contract(s) for construction of the Project and to cause the Project to be constructed under Section 6.1.5 shall be subject to the conditions precedent that (i) the City have first received, in full, RCW's First Donation and Second Donation pursuant to Sections 5.1.1 and 5.1.2; (ii) the Parties have agreed on the Final Design in accordance with Section 4.1.1; (iii) the City have first received RCW's approval of the lowest responsible bid pursuant to Section 6.1.2; and (iv) that the Parties have first agreed, in writing, on the date or schedule of dates on which RCW shall make its Third Donation to the City in accordance with Section 5.1.3.
- 6.1.5 Substantial Completion: Upon satisfaction of the conditions precedent pursuant to Section 6.1.4, the City shall award the contract(s) for construction of the Project and exercise all reasonable diligence to cause the construction of the Project to be substantially completed as soon as practicable thereafter in accordance with the Final Design.
- 6.1.6 Ownership of Improvements: The Amphitheater to be constructed by the Project, and the Premises and the entirety of Robbins Island Park, together with any improvements thereon, whether existing on the Effective Date or installed thereafter, shall at all times be and remain under the sole ownership of the City.

ARTICLE SEVEN

License Agreement

The City and RCW shall enter into a separate license agreement, substantially in the form of the example agreement attached hereto as **Exhibit E**, which shall contain the terms and conditions upon which RCW shall be granted a license to access and use the Premises and which shall be valid for a minimum period of 15 years following the Substantial Completion of the Project.

ARTICLE EIGHT

Insurance and Indemnification

8.1 **City's Required Insurance:** The City shall obtain and maintain, at the City's expense, at such times as specified below, the following insurance policies:

8.1.1 **Builder's Risk Insurance:** The City shall purchase and maintain at all times during the process of constructing the Project prior to the Substantial Completion Date, builder's risk insurance in an amount equal to one hundred percent (100%) of the insurable value of the Project on the Substantial Completion Date.

8.1.2 **Property Insurance:** The City shall purchase and maintain, at all times while this Agreement is in effect, property insurance covering the Premises and the Amphitheater thereon.

8.2 **Design Professionals' Required Insurance:** RCW shall require that the Design Professionals maintain the following insurance policies in the listed amounts at all times while this Agreement is in effect, and for a date of at least three years after the date of Substantial Completion of the Project:

8.2.1 Commercial General Liability (including contractual liability) with policy limits of not less than the following:

- 8.2.1.1 \$2,000,000 General Aggregate (per project)
- 8.2.1.2 \$2,000,000 Products/Completed Operations
- 8.2.1.3 \$2,000,000 Each Occurrence
- 8.2.1.4 \$2,000,000 Personal/Advertising Injury (any one person or organization)
- 8.2.1.5 \$50,000 Fire Damage (any one fire)
- 8.2.1.6 \$5,000 Medical Payments (any one person or occurrence)

8.2.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Design Professionals with policy limits of not less than \$1,000,000 per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage such as statutory personal injury protection.

- 8.2.3 Design Professionals may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 8.2.1 and 8.2.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.
- 8.2.4 Workers' Compensation at statutory limits.
- 8.2.5 Employers' Liability with policy limits not less than \$2,000,000 each accident, \$2,000,000 each employee, and \$2,000,000 policy limit.
- 8.2.6 To the fullest extent permitted by law, RCW shall require that the Design Professionals shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the City of Willmar as an additional insured for claims caused in whole or in part by the Design Professional's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the City's insurance policies and shall apply to both ongoing and completed operations.
- 8.2.7 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than \$2,000,000 per claim and \$2,000,000 in the aggregate.
- 8.3 Design Professionals' Required Indemnification: RCW shall require that the Design Professionals indemnify and hold harmless the City, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages, losses and judgments attributable to the negligent or otherwise wrongful acts or omissions of Design Professionals or its agents, employees, contractors, subcontractors, or sub-consultants with respect to the Design Professionals' performance of its obligations under its Agreement with RCW. RCW shall further require that the Design Professionals agree to defend the City against the foregoing, or litigation in connection with the foregoing, at the Design Professionals' expense, with counsel reasonably acceptable to the City. The City, at its expense, shall have the right to participate in the defense of any Claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, RCW shall require the Design Professionals to defend the City or any of the above-described indemnitees against the foregoing, or litigation in connection with the foregoing, in which the claimant alleges professional errors or omissions of the Design Professionals that are the subject of the Professional Liability Insurance in Section 8.2.7 of this Agreement. The Design Professionals' indemnification obligation shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of the City. The Design Professionals' indemnification obligations shall survive termination, expiration or cancellation of this Agreement and any agreement

between RCW and the Design Professionals. Nothing in this Agreement or RCW's agreement with the Design Professionals shall be construed to waive any immunities or limitations to which the City is entitled under Minn. Stat. Chapter 466 or otherwise.

- 8.4 City's Indemnification: The City shall indemnify and hold harmless RCW its respective officers, directors, employees and members and agents, including the Design Professionals, from and against any and all claims and demands for, or litigation with respect to, all damages, losses and judgments attributable to the negligent or otherwise wrongful acts or omissions of the City or its agents, employees, contractors, or subcontractors with respect to the City's performance of its obligations under this Agreement. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of RCW or its officers, directors, employees and members and agents, including the Design Professionals. All indemnification obligations shall survive termination, expiration or cancellation of this Agreement.

ARTICLE NINE

Termination

- 9.1 Termination: Notwithstanding the foregoing, this Agreement may be terminated; (i) by mutual agreement of the parties at any time; (ii) by either Party in the event they file to agree on the Final Design pursuant to Section 4.1.1; (iii) by either Party in the event they fail to agree to modifications of the Final Design pursuant to Section 6.1.3 following RCW's disapproval of the lowest responsible bid; (iv) by the City in the event RCW fails to satisfy its Fundraising Obligation requirements; (v) by either Party, upon 60 days' written notice to the other Party, if the conditions to the issuance of bonds pursuant to Section 5.2.2 are not satisfied and the Parties are unable to agree to an alternative means of funding the construction of the Project; (vi) by the City in the event RCW loses its tax exempt 501(c)(4) status during the term of any tax exempt bond issued to fund any portion of the Project; or (v) by either Party for default of the Other Party, upon 60 days' written notice to the other Party.
- 9.2 Personal Property Upon Termination: If this Agreement is terminated or not renewed for any reason, RCW shall remove its personal property from the Premises and the Amphitheater within the 60-day notice period. Failure of RCW to remove its personal property within 60 days of written notification shall constitute a waiver of RCW's right and the items may then be disposed of or used at the discretion of the City. If the items are disposed of by the City, the costs of disposal shall be the responsibility of RCW.

ARTICLE TEN

Default and Remedies

- 10.1 RCW Default: If RCW shall default in the payment of any installment of the Rent or in the payment of any other sum or item required to be paid or provided by RCW under this Agreement, including RCW's First Donation and Second Donation, and such default shall continue for 15 days after written notice to RCW, or if RCW shall default in the observance or performance of any of the other covenants, obligations or conditions in this Agreement, which RCW is required to observe or perform, and such default shall continue for 30 days after written notice to RCW, or if RCW loses its tax-exempt 501(c)(3) status while any tax-exempt bonds issued by the City pursuant to Section 5.2.2 remain outstanding or otherwise takes any action that could cause any such tax-exempt bonds issued by the City to no longer be tax exempt, or if any voluntary petition in bankruptcy or for corporate reorganization or any similar relief shall be filed by RCW, or if any involuntary petition in bankruptcy shall be filed against RCW under any federal or state bankruptcy or insolvency act and shall not have been dismissed within 30 days following the filing thereof, or if a receiver shall be appointed for RCW or any of the property of RCW by any court and such receiver shall not be dismissed within 30 days from the date of appointment, or if RCW shall make an assignment for the benefit of creditors, then the City may treat the occurrence of any one or more of the foregoing events as a breach of this Agreement and thereupon at its option may, in accordance with Section **Error! Reference source not found.** of this Agreement, terminate this Agreement and repossess the Premises and the Amphitheater thereon, in addition to all other rights and remedies provided at law or in equity.
- 10.2 10.2 City Default: If the City shall default in the observance or performance of any of its covenants, obligations or conditions in this Agreement, which the City is required to observe or perform, and such default shall continue for 30 days after written notice to the City, then RCW may treat the occurrence of any one or more of the foregoing events as a breach of this Agreement and thereupon at its option may, in accordance with Section **Error! Reference source not found.** of this Agreement, terminate this Agreement, in addition to all other rights and remedies provided at law or in equity.

ARTICLE ELEVEN

Miscellaneous

- 11.1 Notices: Any notice, demand, or other communication required or permitted to be given hereunder shall be deemed delivered and effectively given when delivered personally to the representatives of the City and RCW identified below or three (3) business days after being mailed by registered or certified mail, return receipt requested, addressed as follows:

To City:
City of Willmar
Attn: City Administrator
333 6th Street SW

To RCW:
Rotary Club of Willmar
Attn: Current President
PO Box 294

Either Party may change its address or the identity of its designated representative named above by written notice to the other Party in the manner stated in this paragraph.

- 11.2 Voluntary and Knowing: The Parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
- 11.3 Authorized Signatories: The Parties each represent and warrant to the other that (i) the persons signing this Agreement are authorized signatories for the entities represented; and (ii) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each Party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- 11.4 Governing Law: This Agreement shall be deemed to have been made and accepted in Kandiyohi County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of this Agreement without regard to its choice of law or conflict of laws principles.
- 11.5 Data Practices: The Parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minn. Stat. § 13.01 *et seq.*
- 11.6 Records – Availability and Retention: Pursuant to Minn. Stat. § 16C.05 subd. 5, RCW agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of RCW and involve transactions relating to this Agreement. RCW agrees to maintain these records for a period of six years from the date of termination of this Agreement.
- 11.7 Compliance with laws: The Parties shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement.
- 11.8 Dispute Resolution: The City and RCW agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall first be submitted to mediation utilizing the Minnesota District Court Rule 114 Roster. The City and RCW further agree to require an equivalent dispute resolution process governing all contractors, subcontractors, sublessees, suppliers, consultants, and fabricators concerned with the Amphitheater.

- 11.9 Force Majeure: The parties shall each be excused from performance under this Agreement while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either party is rendered unable wholly or in part by force majeure to carry out its obligations under this Agreement then the party affected by force majeure shall give written notice with explanation to the other party immediately.
- 11.10 No waiver: Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.
- 11.11 Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.
- 11.12 Headings, Captions and Recitals: Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of this Agreement or any provision hereof. The recitals set forth at the beginning of this Agreement are a part of this Agreement.
- 11.13 Survivability: All covenants, indemnities, guarantees, releases, representations and warranties by any Party or Parties, and any undischarged obligations of the City and RCW arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.
- 11.14 Exhibits: The exhibits attached to this Agreement are considered an integral part of it as if fully set forth within it.
- 11.15 Entire Agreement: All prior understandings, discussions and agreements are merged in the governing terms of this Agreement, which is a complete and final written expression of the intent of the parties. Every warranty or representation binding upon the City is set forth in this Agreement. The City makes no further warranties or representations and RCW has not relied on any other warranties or representations, express or implied, relative to the condition of the Premises or the terms of this Agreement. In the event of a conflict or inconsistency between the terms of this Agreement and those of any other agreement between the Parties, the terms of this Agreement shall govern.

- 11.16 Modification/Amendments: Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, approved by RCW's Board of Directors and the Willmar City Council, and signed by an authorized representative of the City and RCW.
- 11.17 Execution: This Agreement may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any Party to the counterpart shall be deemed a signature to the Agreement, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing Party.

[Signature page to follow]

IN TESTIMONY WHEREOF, the Parties have executed and entered into this Agreement effective as of the date first above written.

ROTARY CLUB OF WILLMAR

By: _____
_____, President

Date: _____

CITY OF WILLMAR

By: _____
Douglas E. Reese, Mayor

Date: _____

ATTEST:

Leslie M. Valiant, City Administrator

Date: _____

EXHIBIT A

Preliminary Site Plan – Depiction of Premises

EXHIBIT B
Concept Depiction of Amphitheater



EXHIBIT C

Scheduled of Date(s) for RCW's Third Donation

EXHIBIT D

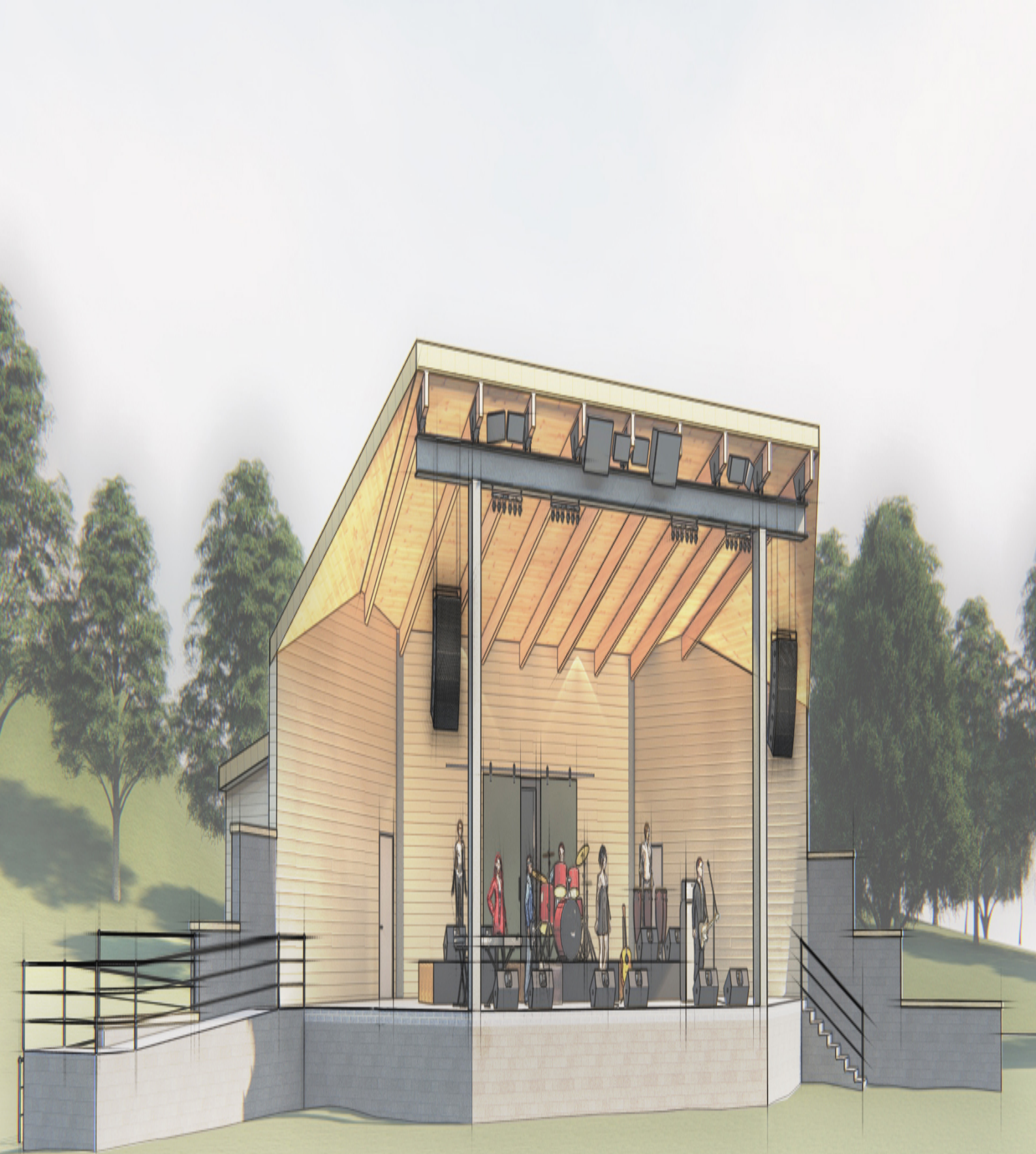
Advertising Standards

“Advertising Standards” shall mean the standards set forth below which shall apply to all Advertising and Advertising Rights:

- (a) the term during which any such Advertising or Advertising Rights shall apply shall, at the option of and upon notice from the City, expire no later than the date which is ten years after the later of (i) the Expiration Date; or (ii) the Substantial Completion Date;
- (b) any exercise of Advertising Rights by the RCW shall be in compliance with all Laws;
- (c) No Advertising at the Amphitheater or on the Premises or any portion thereof may be displayed which:
 - (1) is contrary to law or promotes any unlawful activity or purpose;
 - (2) is reasonably likely to be offensive to the general public;
 - (3) does not meet national network television broadcast standards for advertising;
 - (4) contains advertising related to tobacco products; or
 - (5) contains political advertising.
- (d) No Advertising at the Amphitheater or on the Premises or any portion thereof may display the name of any entity that is engaged in any of the activities listed in paragraph (c) above;
- (e) all Advertising shall comply with all signage, zoning and similar Laws; and

RCW shall not permit any name to be given to the Amphitheater or the Properties, or any portion thereof that is the name of or a tribute to a living person

EXHIBIT E
Amphitheater License Agreement



ENGAN ASSOCIATES

ARCHITECTS | INTERIOR DESIGNERS

shared vision. innovative design.



ENGAN ASSOCIATES
ARCHITECTS | INTERIOR DESIGNERS
shared vision. innovative design.



City Council Action Request

Council Meeting Date:	May 1, 2023	Agenda Item Number:	10.B.
Agenda Section:	Regular Business	Originating Department:	Recreation
Resolution:	Yes	Prepared By:	Rob Baumgarn, Recreation Director
Ordinance:	No	Presented By:	Leslie Valiant, City Administrator
Item:	National Fitness Campaign- Mural Design		

RECOMMENDED ACTION:

To approve Sonja Madsen's art design for the mural for the fitness court at Sperry Park.

OVERVIEW:

The City of Willmar was awarded \$70,000 from the National Fitness Campaign and Blue Cross Blue Shield to install a new fitness court with an additional studio at Sperry Park. The City of Willmar was also awarded an additional \$25,000 for a local artist to construct a full mural on the fitness center wall. City staff worked with the Willmar Arts Council to contact local artists for submissions. The group received several submissions and narrowed the submissions down to two local artists. The Willmar Art Council and staff are recommending approving Sonja Madsen's art design for the fitness court mural. Sonja Madsen will receive \$3,000 from the National Fitness Campaign for her work. Sonja Madsen is a Willmar native who has spent the last four years in the Upper Peninsula of Michigan. Sonja will graduate from Northern Michigan University with Bachelor's degrees in Art & Design and Anthropology. Sonja will be returning to Willmar this summer and is passionately interested in this opportunity and would love the chance to create public artwork that could connect different aspects of our community - bringing together enthusiasts of art, the outdoors, and exercise. Sonja's design concept revolves around the idea of Willmar being her home and being connected to nature through fitness and fresh air.

BUDGETARY/FISCAL ISSUES:

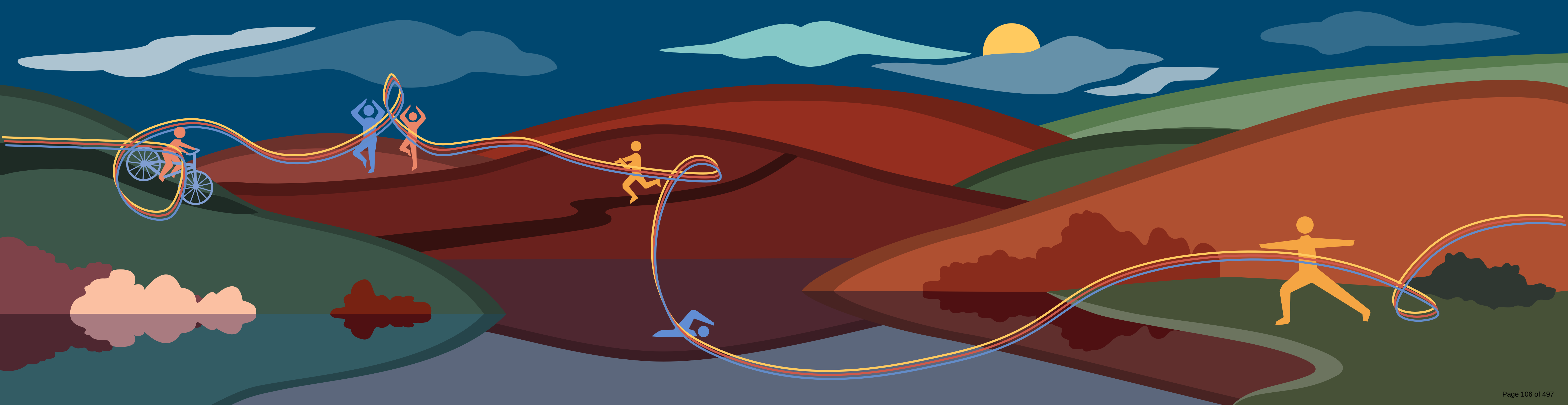
No issues to report

ALTERNATIVES TO CONSIDER:

Do not approve the artwork for the mural

ATTACHMENTS:

1. Sonja Madsen
2. Resolution for Fitness Park Mural
3. Maggie Abrams 1
4. Maggie Abrams 2
5. Maggie Abrams 3



RESOLUTION NO. ____

**RESOLUTION APPROVING SONJA MADSEN'S ART DESIGN FOR THE MURAL FOR THE FITNESS COURT
AT SPERRY PARK**

Motion By:_____

Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar to approve Sonja Madsen's art design for the mural for the fitness court at Sperry Park.

Dated this 1st day of May 2023

Douglas E. Reese, Mayor

Attest:

CITY CLERK





Bargains
AND
Blessings



City Council Action Request

Council Meeting Date:	May 1, 2023	Agenda Item Number:	10.C.
Agenda Section:	Regular Business	Originating Department:	Recreation
Resolution:	Yes	Prepared By:	Kelsi Delbosque, Administrative Assistant
Ordinance:	No	Presented By:	Rob Baumgarn, Recreation Director
Item:	Robbins Island Projects Final		

RECOMMENDED ACTION:

Adopt the resolution approving the Robbins Island Parking and Watermain Phase I Improvements Project and authorize final payment to Duininck, Inc. in the amount of \$89,619.82.

Adopt the resolution approving the Robbins Island Shelter Phase II Improvements Project and authorize final payment to TerWisscha Construction, Inc. in the amount of \$5,585.54.

OVERVIEW:

The Robbins Island parking and watermain improvements project was awarded to Duininck, Inc. at the July 20, 2020 Council meeting. The project included reconstruction of the paved roads, parking lots and watermain.

The Robbins Island Shelter Phase II improvement project was awarded to TerWisscha Construction, Inc. at the May 17, 2021 Council meeting. This project included improvements to Open Shelter Nos. 1 and 2, Guri Endresen Shelter, and Hilltop Shelter. Street and pathway lighting was also included in the scope of the project.

Final quantities of these projects were reviewed by Bolton and Menk staff and they recommend final payment be made to each contractor.

BUDGETARY/FISCAL ISSUES:

Both projects were funded by Local Option Sales Tax.

ALTERNATIVES TO CONSIDER:**ATTACHMENTS:**

1. Duininck Final
2. TerWisscha Construction Final
3. ACCEPT PROJECT & FINAL ROBBINS ISLAND PHASE I
4. ACCEPT PROJECT & FINAL ROBBINS ISLAND PHASE II



**BOLTON
& MENK**

Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

Ph: (320) 231-3956
Fax: (320) 231-9710
Bolton-Menk.com

September 29, 2022

Rob Baumgarn
Parks and Recreation Director
City of Willmar
333 Southwest 6th Street
Willmar, MN 56201

RE: Robbins Island Parking and Watermain Improvements
City of Willmar, Minnesota
Project No.: W18.120095

Dear Rob:

Please find enclosed the Final Pay Estimate for the above referenced project. We have reviewed final construction contract material for the final pay estimate and recommend approval. If you agree, please sign and date three copies and return one with payment to Duinick, Inc. and one to me for our files.

Enclosed with each pay application is final contract material; Consent of Surety to Final Payment, lien waivers, and IC-134's for this project. Please maintain this material with each respective pay application.

If you have any questions on the above, please call.

Sincerely,

Bolton & Menk, Inc.

Spencer Johnson, P.E.
Project Engineer

Enclosures

CONTRACTOR'S PAY REQUEST ROBBINS ISLAND IMPROVEMENTS CITY OF WILLMAR, MN BMI PROJECT NO. W18.120095	DISTRIBUTION:
	CONTRACTOR (1)
	OWNER (1)
	ENGINEER (1)
	BONDING CO. (1)
TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	\$1,179,553.45
TOTAL, COMPLETED WORK TO DATE	\$1,081,767.93
TOTAL, STORED MATERIALS TO DATE	\$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS	\$1,081,767.93
RETAINED PERCENTAGE (0%)	\$0.00
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$1,081,767.93
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$992,148.11
PAY CONTRACTOR AS ESTIMATE NO. 5- FINAL	\$89,619.82

Certificate for Final Payment

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the amount for the Final Estimate, that the provisions of M. S. 290.92 have been complied with and that all claims against me by reason of the Contract have been paid or satisfactorily secured.

Contractor: Duininck, Inc.
408 6th St. - PO Box 208
Prinsburg, MN 56281

By Kristopher Duininck
Kristopher Duininck (Sep 25, 2022 20:09 CDT)

VP

Name

Title

Date **Sep 25, 2022**

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:

ENGINEER: BOLTON & MENK, INC., 2040 HIGHWAY 12 EAST, WILLMAR, MN 56201.

By , ENGINEER

Date 09/29/2022

APPROVED FOR PAYMENT:

OWNER:

By _____, _____, _____
Name Title Date

And _____, _____, _____
Name Title Date

Partial Pay Estimate No.:

5 - FINAL

ROBBINS ISLAND IMPROVEMENTS

CITY OF WILLMAR, MN

BMI PROJECT NO. W18.120095

WORK COMPLETED THROUGH JUNE 10, 2022

ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE	
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
1	MOBILIZATION	\$8,000.00	1.00 LUMP SUM	\$8,000.00	0.90 LUMP SUM	\$7,200.00	1.00 LUMP SUM	\$8,000.00
2	BUILDING REMOVAL	\$2,300.00	1.0 LUMP SUM	\$2,300.00	1.00 LUMP SUM	\$2,300.00	1.00 LUMP SUM	\$2,300.00
3	CLEARING	\$5.00	160 SQ YD	\$800.00	160 SQ YD	\$800.00	160 SQ YD	\$800.00
4	CLEARING	\$215.00	79 TREE	\$16,985.00	86 TREE	\$18,490.00	86 TREE	\$18,490.00
5	GRUBBING	\$100.00	79 TREE	\$7,900.00	86 TREE	\$8,600.00	86 TREE	\$8,600.00
6	REMOVE PIPE CULVERT (STORM)	\$15.50	52 LIN FT	\$806.00	34 LIN FT	\$527.00	34 LIN FT	\$527.00
7	REMOVE SIGN	\$35.00	17 EACH	\$595.00	0 EACH	\$0.00	0 EACH	\$0.00
8	SALVAGE SIGN	\$35.00	16 EACH	\$560.00	0 EACH	\$0.00	0 EACH	\$0.00
9	SALVAGE BENCH	\$110.00	3 EACH	\$330.00	3 EACH	\$330.00	3 EACH	\$330.00
10	REMOVE CONCRETE PAVEMENT	\$8.00	80 SQ YD	\$640.00	41 SQ YD	\$328.00	41 SQ YD	\$328.00
11	REMOVE BITUMINOUS PAVEMENT (STREET & WALK)	\$1.16	22,590 SQ YD	\$26,204.40	20,912 SQ YD	\$24,257.92	20,912 SQ YD	\$24,257.92
12	REINSTALL SIGN	\$150.00	16 EACH	\$2,400.00	0 EACH	\$0.00	0 EACH	\$0.00
13	REINSTALL BENCH	\$150.00	3 EACH	\$450.00	0 EACH	\$0.00	0 EACH	\$0.00
14	SUBGRADE EXCAVATION (EV)	\$4.80	12,830 CU YD	\$61,584.00	7,432 CU YD	\$35,673.60	7,432 CU YD	\$35,673.60
15	SELECT GRANULAR BORROW (CV)	\$14.20	12,830 CU YD	\$182,186.00	11,793 CU YD	\$167,460.60	11,793 CU YD	\$167,460.60
16	SITE GRADING	\$20,000.00	1.00 LUMP SUM	\$20,000.00	1 LUMP SUM	\$20,000.00	1.00 LUMP SUM	\$20,000.00
17	GEOTEXTILE FABRIC TYPE V	\$1.40	26,550 SQ YD	\$37,170.00	22,310 SQ YD	\$31,234.00	22,310 SQ YD	\$31,234.00
18	AGGREGATE SURFACING, CLASS 5 (CV)	\$45.00	20 CU YD	\$900.00	7 CU YD	\$315.00	7 CU YD	\$315.00
19	AGGREGATE BASE, CLASS 5 (CV)	\$16.30	7,380 CU YD	\$120,294.00	6,811 CU YD	\$111,019.30	6,811 CU YD	\$111,019.30
20	3" BITUMINOUS PATH	\$15.49	2,390 SQ YD	\$37,021.10	2,581 SQ YD	\$39,979.69	2,581 SQ YD	\$39,979.69
21	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	\$67.08	2,065 TON	\$138,520.20	2,220.40 TON	\$148,944.43	2,220.40 TON	\$148,944.43
22	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2,B)	\$66.67	3,445 TON	\$229,678.15	3,405.44 TON	\$227,040.68	3,405.44 TON	\$227,040.68
23	PIPE RAILING	\$189.00	125 LIN FT	\$23,625.00	0 LIN FT	\$0.00	0 LIN FT	\$0.00
24	SWING GATE LOCKABLE BOLLARD	\$3,100.00	4 EACH	\$12,400.00	0 EACH	\$0.00	4 EACH	\$12,400.00
25	BULKHEAD (WATERMAIN)	\$750.00	2 EACH	\$1,500.00	2 EACH	\$1,500.00	2 EACH	\$1,500.00
26	8" PVC WATERMAIN, C-900	\$48.00	590 LIN FT	\$28,320.00	576 LIN FT	\$27,648.00	576 LIN FT	\$27,648.00
27	16" PVC WATERMAIN, C-901	\$400.00	5 LIN FT	\$2,000.00	0 LIN FT	\$0.00	0 LIN FT	\$0.00
28	8" GATE VALVE AND BOX	\$2,300.00	2 EACH	\$4,600.00	2 EACH	\$4,600.00	2 EACH	\$4,600.00
29	WATERMAIN FITTINGS	\$10.00	596 POUND	\$5,960.00	380 POUND	\$3,800.00	380 POUND	\$3,800.00
30	CONNECT TO EXISTING WATERMAIN	\$1,600.00	2 EACH	\$3,200.00	2 EACH	\$3,200.00	2 EACH	\$3,200.00
31	15" RC PIPE ARPON	\$1,300.00	2 EACH	\$2,600.00	2 EACH	\$2,600.00	2 EACH	\$2,600.00
32	15" RC PIPE SEWER, CLASS V	\$110.00	58 LIN FT	\$6,380.00	58 LIN FT	\$6,380.00	58 LIN FT	\$6,380.00
33	CONSTRUCT DRAINAGE STRUCTURE, DES H	\$500.00	6 LIN FT	\$3,000.00	5.6 LIN FT	\$2,800.00	5.6 LIN FT	\$2,800.00
34	6" CONCRETE WALK	\$6.50	1,220 SQ FT	\$7,930.00	922 SQ FT	\$5,993.00	922 SQ FT	\$5,993.00
35	CONCRETE CURB & GUTTER DESIGN B612	\$16.00	1,800 LIN FT	\$28,800.00	1,685 LIN FT	\$26,960.00	1,685 LIN FT	\$26,960.00
36	7" CONCRETE VALLEY GUTTER	\$87.00	90 SQ YD	\$7,830.00	91 SQ YD	\$7,917.00	91 SQ YD	\$7,917.00
37	TRUNCATED DOMES	\$59.00	48 SQ FT	\$2,832.00	48 SQ FT	\$2,832.00	48 SQ FT	\$2,832.00
38	RAISE / LOWER EXISTING MANHOLE	\$380.00	2 LIN FT	\$760.00	0 LIN FT	\$0.00	0 LIN FT	\$0.00
39	ADJUST FRAME & RING CASTING	\$430.00	2 EACH	\$860.00	1 EACH	\$430.00	1 EACH	\$430.00
40	ADJUST VALVE BOX	\$225.00	2 EACH	\$450.00	1 EACH	\$225.00	1 EACH	\$225.00
41	CASTING ASSEMBLY (STORM CATCH BASIN)	\$800.00	2 EACH	\$1,600.00	2 EACH	\$1,600.00	2 EACH	\$1,600.00
42	RANDOM RIP RAP CLASS III	\$125.00	8 CU YD	\$1,000.00	6.6 CU YD	\$825.00	6.6 CU YD	\$825.00
43	TRAFFIC CONTROL	\$2,800.00	1.00 LUMP SUM	\$2,800.00	1.00 LUMP SUM	\$2,800.00	1.00 LUMP SUM	\$2,800.00
44	INSTALL SIGN (HANDICAP)	\$300.00	5 EACH	\$1,500.00	0 EACH	\$0.00	5 EACH	\$1,500.00
45	INSTALL SIGN (HADICAP W/VAN ACCESSIBLE)	\$300.00	6 EACH	\$1,800.00	0 EACH	\$0.00	6 EACH	\$1,800.00
46	INSTALL SIGN (PEDESTRIAN CROSSING WITH ARROW)	\$300.00	4 EACH	\$1,200.00	0 EACH	\$0.00	4 EACH	\$1,200.00

Partial Pay Estimate No.:**5 - FINAL**

ROBBINS ISLAND IMPROVEMENTS

CITY OF WILLMAR, MN

BMI PROJECT NO. W18.120095

WORK COMPLETED THROUGH JUNE 10, 2022

ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE	
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
47	CONCRETE WASH OUT	\$2,000.00	1 EACH	\$2,000.00	0 EACH	\$0.00	0 EACH	\$0.00
48	STORM DRAIN INLET PROTECTION	\$110.00	9 EACH	\$990.00	10 EACH	\$1,100.00	10 EACH	\$1,100.00
49	SILT FENCE, TYPE MS	\$2.50	2,510 LIN FT	\$6,275.00	2,500 LIN FT	\$6,250.00	2,500 LIN FT	\$6,250.00
50	FLOTATION SILT CURTAIN TYPE STILL WATER	\$18.00	100 LIN FT	\$1,800.00	50 LIN FT	\$900.00	50 LIN FT	\$900.00
51	SEDIMENT CONTROL LOG, TYPE STRAW	\$2.50	660 LIN FT	\$1,650.00	1,720 LIN FT	\$4,300.00	1,720 LIN FT	\$4,300.00
52	SEDIMENT CONTROL LOG, TYPE ROCK	\$3.50	40 LIN FT	\$140.00	40 LIN FT	\$140.00	40 LIN FT	\$140.00
53	STABILIZED CONSTRUCTION EXIT	\$1,200.00	2 EACH	\$2,400.00	0 EACH	\$0.00	0 EACH	\$0.00
54	FILTER BERM TYPE 4	\$2.89	2,000 LIN FT	\$5,780.00	1,000 LIN FT	\$2,890.00	1,000 LIN FT	\$2,890.00
55	DITCH CHECK - BLANKET FOLD	\$30.00	13 EACH	\$390.00	0 EACH	\$0.00	0 EACH	\$0.00
56	TOPSOIL BORROW (LV)	\$21.00	1,620 CU YD	\$34,020.00	1939.1 CU YD	\$40,721.00	1,939.1 CU YD	\$40,721.00
57	EROSION CONTROL BLANKET, CATEGORY 3N	\$1.67	7,400 SQ YD	\$12,358.00	6,508 SQ YD	\$10,868.36	6,508 SQ YD	\$10,868.36
58	TEMPORARY MULCH, TYPE HYDRAULIC MULCH	\$0.90	19,360 SQ YD	\$17,424.00	8,371 SQ YD	\$7,533.90	8,371 SQ YD	\$7,533.90
59	TURF ESTABLISHMENT	\$4,550.00	8.8 ACRE	\$40,040.00	4.33 ACRE	\$19,701.50	8.66 ACRE	\$39,403.00
60	4" SOLID LINE PAINT	\$0.42	6,330 LIN FT	\$2,658.60	6,032 LIN FT	\$2,533.44	6,032 LIN FT	\$2,533.44
61	PAVEMENT MESSAGE PAINT (HANDICAP SYMBOL)	\$65.00	11 EACH	\$715.00	10 EACH	\$650.00	10 EACH	\$650.00
62	PAVEMENT MESSAGE PAINT (NO PARKING)	\$28.00	5 EACH	\$140.00	6 EACH	\$168.00	6 EACH	\$168.00
63	CROSSWALK (MULTI COMP)	\$8.34	300 SQ FT	\$2,502.00	0 SQ FT	\$0.00	0 SQ FT	\$0.00
TOTAL AMOUNT:				\$1,179,553.45		\$1,044,366.43		\$1,081,767.93

Consent of Surety to Final Payment

AIA DOCUMENT G707

Bond No. 30104739

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☒
SURETY	☐
OTHER	☐

TO OWNER:

(Name and address)

City of Willmar
333 SW 6th Street
Willmar MN 56201

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

Parking & Watermain Improvements

PROJECT:

(Name and address)

Robbins Island Park

CONTRACT DATED: July 27, 2022

In accordance with the provisions of the Contract between the Owner and the Contractor as included above, the
Western Surety Company, 151 N Franklin St, Chicago IL 60606
(Insert name and address of Surety)

SURETY, on bond of Duininck Inc, PO Box 208, Prinsburg MN 56281
(Insert name and address of Contractor)

_____, CONTRACTOR,
hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the
Surety of any of its obligations to City of Willmar
(Insert name and address of Owner)

333 SW 6th Street, Willmar MN 56201, OWNER,
as set forth in the said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: June 22, 2022
(Insert in writing the month followed by the numeric date and year.)

Attest:
(Seal):

Western Surety Company
(Surety)

(Signature of authorized representative)

Wes G. Wieberdink, Attorney-In-Fact
(Printed name and title)

Printed in cooperation with the American Institute of Architects (AIA) by the CNA Insurance Companies.
The language in this document conforms exactly to the language used in AIA Document G707 - Consent of Surety Company to Final Payment -
1994 Edition.



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-175-548-832
Submitted Date and Time:	23-Sep-2022 9:01:52 AM
Legal Name:	DUININCK INC
Federal Employer ID:	41-1552654
User Who Submitted:	gerdesh
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1236766720
Minnesota ID:	3586809
Project Owner:	CITY OF WILLMAR
Project Number:	ROBBINS ISLAND PARK
Project Begin Date:	15-Aug-2020
Project End Date:	31-Dec-2021
Project Location:	CITY OF WILLMAR
Project Amount:	\$1,179,553.45

Subcontractor Summary

Name	ID	Affidavit Number
BG AMUNDSON	1231857	826380288
ATW INC	6791779	660246528
EXTERIOR DESIGN	5373063	1898876928
KIVISTO WEST TREE SERVICE	3785837	1490456576

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

Please [print this page](#) for your records using the print or save functionality built into your browser.



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-840-104-864
Submitted Date and Time:	24-Jun-2022 10:01:13 AM
Legal Name:	BG AMUNDSON CONSTRUCTION INC
Federal Employer ID:	41-1694456
User Who Submitted:	amundson
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	826380288
Minnesota ID:	1231857
Project Owner:	CITY OF WILLMAR
Project Number:	ROBBINS ISLAND PARK IMPROVEMENTS
Project Begin Date:	30-Oct-2020
Project End Date:	11-May-2021
Project Location:	WILLMAR MN 56201
Project Amount:	\$44,595.00
Subcontractors:	No Subcontractors

Important Messages

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Contact Us

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Please [print this page](#) for your records using the print or save functionality built into your browser.



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-393-042-848
Submitted Date and Time:	22-Jun-2022 2:55:43 PM
Legal Name:	ATW INC
Federal Employer ID:	20-0484545
User Who Submitted:	atwinc
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	660246528
Minnesota ID:	6791779
Project Owner:	CITY OF WILLMAR
Project Number:	ROBBINS ISLAND PARK IMPROVEMENTS
Project Begin Date:	16-Sep-2021
Project End Date:	27-Sep-2021
Project Location:	945 US 71-BUS, WILLMAR MN 56201
Project Amount:	\$7,754.90
Subcontractors:	No Subcontractors

Important Messages

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Contact Us

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Please [print this page](#) for your records using the print or save functionality built into your browser.



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-376-871-840
Submitted Date and Time:	30-Jun-2022 2:46:17 PM
Legal Name:	BIO BUILDER INC
Federal Employer ID:	41-2003765
User Who Submitted:	biobuilder
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1898876928
Minnesota ID:	5373063
Project Owner:	CITY OF WILLMAR
Project Number:	201050
Project Begin Date:	09-Sep-2020
Project End Date:	17-Aug-2021
Project Location:	WILLMAR - ROBBINS ISLAND
Project Amount:	\$87,058.50
Subcontractors:	No Subcontractors

Important Messages

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Contact Us

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Please [print this page](#) for your records using the print or save functionality built into your browser.



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-795-302-816
Submitted Date and Time:	23-Jun-2022 10:37:14 AM
Legal Name:	KIVISTO WEST TREE SERVICE L.L.C.
Federal Employer ID:	46-5614782
User Who Submitted:	mdkivisto@gmail.com
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1490456576
Minnesota ID:	3785837
Project Owner:	CITY OF WILLMAR
Project Number:	201050-201050
Project Begin Date:	01-Sep-2020
Project End Date:	01-Jun-2022
Project Location:	WILLMAR
Project Amount:	\$25,685.00
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

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Please [print this page](#) for your records using the print or save functionality built into your browser.



Real People. Real Solutions.

7575 Golden Valley Road
Suite 200
Minneapolis, MN 55427

Ph: (763) 544-7129
Bolton-Menk.com

November 23, 2022

Mr. Rob Baumgarn, Parks and Recreation Director
City of Willmar
2707 Arena Drive
Willmar, MN 56201

Re: Robbins Island Shelter Improvements – City of Willmar
Project No.: W18.120095

Dear Mr. Baumgarn,

Enclosed find the final Application for Payment TerWisscha Construction, Inc. for the Robbins Island Shelter Improvements project. We have reviewed the request and find it to be in order. Please process the application and make payment directly to TerWisscha Construction for the certified amount of \$5,585.54.

The summary of payments against/ adjustments to the project is as follows:

Contract Amount	\$1,067,445.00
Pay Application #1:	(\$ 12,990.30)
Pay Application #2:	(\$ 54,128.62)
Change Order #1:	\$ 31,083.49
Pay Application #3:	(\$ 161,176.01)
Pay Application #4:	(\$ 116,095.59)
Change Order #2:	\$ 6,638.50
Change Order #3:	\$ 9,955.00
Pay Application #5:	(\$ 236,454.90)
Pay Application #6:	(\$ 118,461.48)
Pay Application #7:	(\$ 185,799.09)
Pay Application #8:	(\$ 72,882.18)
Pay Application #9:	(\$ 37,775.64)
Pay Application #10:	(\$ 12,989.49)
Pay Application #11:	(\$ 50,612.48)
Change Order #4:	\$ 1,986.60
Pay Application #12:	(\$ 1,887.27)
Pay Application #13:	(\$ 50,270.00)
Pay Application #14:	<u>(\$ 5,585.54)</u>
Remaining Balance:	\$ 0.00

The Contractor Affidavit and Lien Waiver has also been enclosed for your files.

Mr. Rob Baumgarn
November 23, 2022
Page 2

If you have any questions regarding the above, please do not hesitate to contact our office.

Sincerely,

Bolton & Menk, Inc.

A handwritten signature in cursive script that reads "Krista Monkeliem". The ink is dark and the signature is fluid.

Krista Monkeliem
Administrative Assistant

cc: Jared Voge, Bolton & Menk, Inc.



1550 Willmar Avenue S.E.
Willmar, Minnesota 56201

Phone: (320) 235-1664
Fax: (320) 235-3137

INVOICE 1797

June 29, 2022

Terms Net 10

Robbins Island Shelter Improvements
Highway 71 South North
Willmar, MN 56201

TWC # 22-03-006

Application for Payment No. 14

Original contract amount	\$ 1,067,445.00
Net changes	\$ 49,663.59
Revised contract amount	<u>\$ 1,117,108.59</u>

Work completed and stored to date	\$ 1,117,108.59
Retainage held	\$ -
Less Previous Applications	<u>\$ 1,111,523.05</u>

Total due at this time	<u>\$ 5,585.54</u>
-------------------------------	---------------------------

TO OWNER/CLIENT:

City of Willmar
333 6th St SW
Willmar, Minnesota 56201

PROJECT:

Robbins Island Shelter Improv.
Highway 71 South North
Willmar, Minnesota 56201

APPLICATION NO: 14

INVOICE NO: 14

PERIOD: 06/01/22 - 06/30/22

PROJECT NO: 22-03-006

CONTRACT DATE:

FROM CONTRACTOR:

TerWisscha Construction, Inc.
1550 Willmar Avenue SE
Willmar, Minnesota 56201

VIA ARCHITECT/ENGINEER:

Mike Tierney (Bolton & Menk Company)

CONTRACT FOR: Robbins Island Shelter Improv. Prime Contract

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum	\$ 1,067,445.00
2. Net change by change orders	\$ 49,663.59
3. Contract sum to date (line 1 ± 2)	\$ 1,117,108.59
4. Total completed and stored to date (Column G on detail sheet)	\$ 1,117,108.59
5. Retainage:	
a. 0.00% of completed work:	\$ 0.00
b. 0.00% of stored material:	\$ 0.00
Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$ 0.00
6. Total earned less retainage (Line 4 less Line 5 Total)	\$ 1,117,108.59
7. Less previous certificates for payment (Line 6 from prior certificate)	\$ 1,111,523.05
8. Current payment due:	\$ 5,585.54
9. Balance to finish, including retainage (Line 3 less Line 6)	\$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$ 49,663.59	\$ 0.00
Total approved this Month:	\$ 0.00	\$ 0.00
Totals:	\$ 49,663.59	\$ 0.00
Net change by change orders:	\$ 49,663.59	

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: TerWisscha Construction, Inc.

By:

RACHEL COLEMAN – FINANCE MANAGER

State of: Minnesota

County of: Kandiyohi

Subscribed and sworn to before

me this 29th day of June, 2022

Notary Public:

My commission expires:
January 31, 2023

Date: 06.29.22

**ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED:

\$ 5,585.54

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm to the amount certified)

ARCHITECT/ENGINEER:

By:

Date:

This certificate is not negotiable. The amount certified is payable only to the contract named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 14
APPLICATION DATE: 07/01/2022
PERIOD: 06/01/22 - 06/30/22
ARCHITECTS/ENGINEERS PROJECT NO:

Contract Lines

A		B	C	D	E	F	G	H		I
ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	None	General Requirements	\$ 48,735.00	\$ 48,735.00	\$ 0.00	\$ 0.00	\$ 48,735.00	100.00%	\$ 0.00	\$ 0.00
2	None	Existing Conditions	\$ 19,315.00	\$ 19,315.00	\$ 0.00	\$ 0.00	\$ 19,315.00	100.00%	\$ 0.00	\$ 0.00
3	None	Concrete	\$ 136,545.00	\$ 136,545.00	\$ 0.00	\$ 0.00	\$ 136,545.00	100.00%	\$ 0.00	\$ 0.00
4	None	Masonry	\$ 50,000.00	\$ 50,000.00	\$ 0.00	\$ 0.00	\$ 50,000.00	100.00%	\$ 0.00	\$ 0.00
5	None	Structural Steel	\$ 2,651.00	\$ 2,651.00	\$ 0.00	\$ 0.00	\$ 2,651.00	100.00%	\$ 0.00	\$ 0.00
6	None	Rough Carpentry	\$ 96,114.00	\$ 96,114.00	\$ 0.00	\$ 0.00	\$ 96,114.00	100.00%	\$ 0.00	\$ 0.00
7	None	Millwork	\$ 30,745.00	\$ 30,745.00	\$ 0.00	\$ 0.00	\$ 30,745.00	100.00%	\$ 0.00	\$ 0.00
8	None	Weather Barriers	\$ 10,990.00	\$ 10,990.00	\$ 0.00	\$ 0.00	\$ 10,990.00	100.00%	\$ 0.00	\$ 0.00
9	None	Insulation	\$ 10,130.00	\$ 10,130.00	\$ 0.00	\$ 0.00	\$ 10,130.00	100.00%	\$ 0.00	\$ 0.00
10	None	Siding	\$ 45,560.00	\$ 45,560.00	\$ 0.00	\$ 0.00	\$ 45,560.00	100.00%	\$ 0.00	\$ 0.00
11	None	Metal Roofing	\$ 96,866.00	\$ 96,866.00	\$ 0.00	\$ 0.00	\$ 96,866.00	100.00%	\$ 0.00	\$ 0.00
12	None	Caulking	\$ 16,932.00	\$ 16,932.00	\$ 0.00	\$ 0.00	\$ 16,932.00	100.00%	\$ 0.00	\$ 0.00
13	None	Doors and Hardware	\$ 22,845.00	\$ 22,845.00	\$ 0.00	\$ 0.00	\$ 22,845.00	100.00%	\$ 0.00	\$ 0.00
14	None	Overhead Doors	\$ 6,924.00	\$ 6,924.00	\$ 0.00	\$ 0.00	\$ 6,924.00	100.00%	\$ 0.00	\$ 0.00
15	None	Windows	\$ 24,955.00	\$ 24,955.00	\$ 0.00	\$ 0.00	\$ 24,955.00	100.00%	\$ 0.00	\$ 0.00
16	None	Resilient Flooring	\$ 9,400.00	\$ 9,400.00	\$ 0.00	\$ 0.00	\$ 9,400.00	100.00%	\$ 0.00	\$ 0.00
17	None	Painting and Staining	\$ 26,650.00	\$ 26,650.00	\$ 0.00	\$ 0.00	\$ 26,650.00	100.00%	\$ 0.00	\$ 0.00
18	None	Specialties	\$ 9,125.00	\$ 9,125.00	\$ 0.00	\$ 0.00	\$ 9,125.00	100.00%	\$ 0.00	\$ 0.00
19	None	Countertops	\$ 2,850.00	\$ 2,850.00	\$ 0.00	\$ 0.00	\$ 2,850.00	100.00%	\$ 0.00	\$ 0.00
20	None	Electrical	\$ 255,213.00	\$ 255,213.00	\$ 0.00	\$ 0.00	\$ 255,213.00	100.00%	\$ 0.00	\$ 0.00
21	None	Earthwork	\$ 61,500.00	\$ 61,500.00	\$ 0.00	\$ 0.00	\$ 61,500.00	100.00%	\$ 0.00	\$ 0.00
22	None	Helica Piers	\$ 68,000.00	\$ 68,000.00	\$ 0.00	\$ 0.00	\$ 68,000.00	100.00%	\$ 0.00	\$ 0.00
23	None	Retaining Walls	\$ 10,000.00	\$ 10,000.00	\$ 0.00	\$ 0.00	\$ 10,000.00	100.00%	\$ 0.00	\$ 0.00
24	None	Seeding	\$ 5,400.00	\$ 5,400.00	\$ 0.00	\$ 0.00	\$ 5,400.00	100.00%	\$ 0.00	\$ 0.00
		TOTALS:	\$ 1,067,445.00	\$ 1,067,445.00	\$ 0.00	\$ 0.00	\$ 1,067,445.00	100.00%	\$ 0.00	\$ 0.00

Whole Change Order Packages

A	B	C	D	E	F	G	H		I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
25.1	31-0001 Excavation	\$ 5,589.35	\$ 5,589.35	\$ 0.00	\$ 0.00	\$ 5,589.35	100.00%	\$ 0.00	\$ 0.00
25.2	31-0002 Helical Piles	\$ 3,800.00	\$ 3,800.00	\$ 0.00	\$ 0.00	\$ 3,800.00	100.00%	\$ 0.00	\$ 0.00
25.3	03-0001 Concrete for Stoops	\$ 6,405.00	\$ 6,405.00	\$ 0.00	\$ 0.00	\$ 6,405.00	100.00%	\$ 0.00	\$ 0.00

CONTINUATION SHEET

DOCUMENT DETAIL SHEET

Page 3 of 3

A	B	C	D	E	F	G	H		I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
25.4	06-1001 Rough Carpentry Material	\$ 128.00	\$ 128.00	\$ 0.00	\$ 0.00	\$ 128.00	100.00%	\$ 0.00	\$ 0.00
25.5	08-1001 Doors and Frames	\$ 12,335.36	\$ 12,335.36	\$ 0.00	\$ 0.00	\$ 12,335.36	100.00%	\$ 0.00	\$ 0.00
25.6	47-1001 OH&P	\$ 2,825.78	\$ 2,825.78	\$ 0.00	\$ 0.00	\$ 2,825.78	100.00%	\$ 0.00	\$ 0.00
26.1	31-0002 Helical Piles	\$ 6,638.50	\$ 6,638.50	\$ 0.00	\$ 0.00	\$ 6,638.50	100.00%	\$ 0.00	\$ 0.00
27.1	03-0001 Polygon Pier Concrete	\$ 7,560.00	\$ 7,560.00	\$ 0.00	\$ 0.00	\$ 7,560.00	100.00%	\$ 0.00	\$ 0.00
27.2	06-1001 Polygon Shelter Augur	\$ 575.00	\$ 575.00	\$ 0.00	\$ 0.00	\$ 575.00	100.00%	\$ 0.00	\$ 0.00
27.3	47-1001 Polygon Shelter 10% OHP	\$ 813.50	\$ 813.50	\$ 0.00	\$ 0.00	\$ 813.50	100.00%	\$ 0.00	\$ 0.00
27.4	03-0001 Additional Concrete for Sidewalk	\$ 915.00	\$ 915.00	\$ 0.00	\$ 0.00	\$ 915.00	100.00%	\$ 0.00	\$ 0.00
27.5	47-1001 Additional Concrete 10% OHP	\$ 91.50	\$ 91.50	\$ 0.00	\$ 0.00	\$ 91.50	100.00%	\$ 0.00	\$ 0.00
28.1	07-2100 Insulation Changes	\$ 1,806.00	\$ 1,806.00	\$ 0.00	\$ 0.00	\$ 1,806.00	100.00%	\$ 0.00	\$ 0.00
28.2	47-1001 TWC OH&P	\$ 180.60	\$ 180.60	\$ 0.00	\$ 0.00	\$ 180.60	100.00%	\$ 0.00	\$ 0.00
	TOTALS:	\$ 49,663.59	\$ 49,663.59	\$ 0.00	\$ 0.00	\$ 49,663.59	100.00%	\$ 0.00	\$ 0.00

Grand Totals

A	B	C	D	E	F	G	H		I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	GRAND TOTALS:	\$ 1,117,108.59	\$ 1,117,108.59	\$ 0.00	\$ 0.00	\$ 1,117,108.59	100.00%	\$ 0.00	\$ 0.00

DOCUMENT DETAIL SHEET - APPLICATION AND CERTIFICATE FOR PAYMENT



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-986-906-016
Submitted Date and Time:	14-Nov-2022 10:50:24 AM
Legal Name:	TERWISSCHA CONSTRUCTION INC
Federal Employer ID:	41-1288712
User Who Submitted:	SalesTax19
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1513852928
Minnesota ID:	5038087
Project Owner:	CITY OF WILLMAR
Project Number:	2203006
Project Begin Date:	01-May-2021
Project End Date:	31-Oct-2022
Project Location:	HIGHWAY 71 SOUTH NORTH, WILLMAR, MN 56201
Project Amount:	\$1,117,108.59

Subcontractor Summary

Name	ID	Affidavit Number
VREEMAN CONSTRUCTION INC	5847328	1876529152
PILING SYSTEMS LLC	2147690	890212352
DOUBLE J CONCRETE & MASONRY INC	3130044	994414592
HENKEMEYER COATINGS INC	3880901	792170496

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

Please [print this page](#) for your records using the print or save functionality built into your browser.

CONDITIONAL WAIVER AND RELEASE OF MECHANIC'S LIEN RIGHTS

Date: June 29, 2022

The undersigned hereby acknowledges receipt of the sum of \$5,585.54

CHECK ONLY ONE

- 1) ☐ as partial payment for labor, skill and material furnished
- 2) ☐ as payment for all labor, skill and material furnished or to be furnished (except the sum of _____ retainage or holdback)
- 3) ☒ as full and final payment for all labor, skill and material furnished or to be furnished to the following described real property: (legal description, street address or project name)

Robbins Island Shelter Improvements
Highway 71 South North
Willmar, MN 56201

and for the value received hereby waives all rights acquired by the undersigned to file or record mechanics lien against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked).

Unconditional Release: Upon receipt of payments as indicated above the undersigned will grant this release unconditionally.

The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, **EXCEPT:**

TERWISSCHA CONSTRUCTION, INC



By: Rachel Coleman – Finance Manager
1550 Willmar Ave SE
Willmar, MN 56201

Resolution No.

A RESOLUTION ACCEPTING ROBBINS ISLAND PHASE I PROJECT AND AUTHORIZING FINAL PAYMENT.

Motion By:_____ Second By:_____

IMPROVEMENT: Robbins Island Phase I Project

CONTRACTOR:	Duininck, Inc.
DATE OF CONTRACT:	July 20, 2020
BEGIN WORK:	August 1, 2020
COMPLETE WORK:	September 15, 2022
APPROVE, ENGINEERING DEPT:	September 29, 2022

BE IT RESOLVED by the City Council of the City of Willmar, Minnesota, that:

1. The said City of Willmar Robbins Island Phase I Project be herewith approved and accepted by the City of Willmar.
2. The following summary and final payment be approved:

ORIGINAL CONTRACT AMOUNT:	\$1,179,553.45
FINAL NET CONTRACT AMOUNT, PROPOSED:	\$1,179,553.45
ACTUAL FINAL CONTRACT AMOUNT AS CONSTRUCTED:	\$1,081,767.93
Less Previous Payments	\$992,148.11
FINAL PAYMENT DUE CONTRACTOR:	\$89,619.82

Dated this 1st day of May, 2023

Mayor

Attest:

City Clerk

Resolution No.

A RESOLUTION ACCEPTING ROBBINS ISLAND PHASE II PROJECT AND AUTHORIZING FINAL PAYMENT.

Motion By:_____ Second By:_____

IMPROVEMENT: Robbins Island Phase II Project

CONTRACTOR:	TerWisscha Construction, Inc.
DATE OF CONTRACT:	May 17, 2021
BEGIN WORK:	June 15, 2021
COMPLETE WORK:	September 15, 2022
APPROVE, ENGINEERING DEPT:	September 29, 2022

BE IT RESOLVED by the City Council of the City of Willmar, Minnesota, that:

1. The said City of Willmar Robbins Island Phase II Project be herewith approved and accepted by the City of Willmar.
2. The following summary and final payment be approved:

ORIGINAL CONTRACT AMOUNT:	\$1,067,445.00
FINAL NET CONTRACT AMOUNT, PROPOSED:	\$1,067,445.00
CHANGE ORDER NO. 1	\$31,083.49
CHANGE ORDER NO. 2	\$6,638.50
CHANGE ORDER NO. 3	\$9,955.00
CHANGE ORDER NO. 4	\$1,986.60
ACTUAL FINAL CONTRACT AMOUNT AS CONSTRUCTED:	\$1,117,108.59
Less Previous Payments	\$1,111,523.05
FINAL PAYMENT DUE CONTRACTOR:	\$5,585.54

Dated this 1st day of May, 2023

Attest:

Mayor

City Clerk



City Council Action Request

Council Meeting Date:	May 1, 2023	Agenda Item Number:	10.D.
Agenda Section:	Regular Business	Originating Department:	Public Works
Resolution:	Yes	Prepared By:	Leslie Valiant, City Administrator
Ordinance:	No	Presented By:	Gary Manzer, Public Works Director
Item:	Update Excavation Permit Application Requirement		

RECOMMENDED ACTION:

1. Approve the deposit or surety bond requirements for excavation and/or right-of-way permits.
2. Approve the Resolution Amending the Fee Schedule for 2023

OVERVIEW:

Over the past years, the City and Municipal Utilities have experienced multiple water, sewer, and electrical lines being damaged due to contractors installing various cables. Not all contractors take the time to pothole or determine where public utility services are located. Most recently, a resident experienced a sewer backup, and after investigation, City staff found that a fiber optic cable was drilled through the city sewer main, causing debris to hang up, and stopping the free flow of the sewer. These damages cost the City and WMU a great deal of time and repair costs. Staff is requesting to require a refundable damage deposit of \$3,000 for permit requests for more than one site and a Surety Bond for work exceeding \$10,000 to help defray repair costs.

BUDGETARY/FISCAL ISSUES:**ALTERNATIVES TO CONSIDER:**

None Recommended

ATTACHMENTS:

1. Excavation Permit Application_2023_05_01
2. _City Registration for Right-of-way excavators_2023 REDLINE LV
3. 2023 Fee Schedule_Amended_2023_05_01
4. Fee Schedule 2023_04_17 Amendments



CITY OF WILLMAR
EXCAVATION PERMIT APPLICATION
333 SW 6th Street, PO Box 755
(320) 235-4202

JOB ADDRESS					PARCEL NO.			
OWNER		ADDRESS				PHONE		
CONTRACTOR		ADDRESS				PHONE		
FACILITY INFO	Driveway	Storm Sewer	Water	Sanitary	Telecommunications		Gas	Other
EXCAVATION TYPE	Direct Bury	Directional Bore	Open Trench	Plow	Pneuma Gopher	Hand Dig	Jacking	Other
DISTURBED SURFACE	Bituminous	Concrete	Dirt	Gravel	Landscaping	Pavers	Turf	Other
1. Description of Work and Method of Installation:								
2. Submit an illustration of the proposed work (see Exhibit A), including but not limited to: a. Label w/north arrow, street address, & closest intersection. b. Location of existing features, i.e., street, sidewalk, etc. c. Approximate limits of right-of-way or easement excavation (length and width) - excavation cuts in the street must be to City Standards. d. Approximate distance proposed work is from the street centerline or the back of the curb.								
3. Will the Proposed Work Require Full or Partial Closure of the Street? Yes_ No_								
4. Will the Proposed Work Require Disturbance of the Street Surface? Yes_ No_								
5. If Yes, Permit may need to be amended with a <u>Street Restoration Agreement</u> between the Owner & City of Willmar.								
6. SPECIAL TERMS: A \$3,000 deposit and \$25,000 surety bond are required under any of the following conditions: a. The project valuation will exceed \$10,000. b. More than one application for a related project. c. Additional Terms determined by the City of Willmar or Willmar Municipal Utilities:								

NOTICE

ALL CONCRETE REMOVED IN R.O.W or EASEMENT. (CURB & GUTTER, SIDEWALK, DRIVE APRON) SHALL BE REPLACED AT PERMITTEE'S EXPENSE

- DO NOT EXCAVATE until the Street Restoration Agreement (if required) has been signed.
- DO NOT EXCAVATE until Gopher State One has been contacted: 1-800-252-1166.
- DO NOT EXCAVATE until Municipal Utilities has been contacted: 320-235-4422.
- DO NOT EXCAVATE until a Pre-Construction Meeting has been completed with the City of Willmar and Willmar Municipal Utilities.

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 60 DAYS OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 120 DAYS AT ANY TIME AFTER WORK COMMENCED.

STOP WORK AUTHORITY: THE CITY OF WILLMAR AND WILLMAR MUNICIPAL UTILITIES RESERVE THE RIGHT TO MAKE PERIODIC SITE INSPECTIONS AND HAVE THE RIGHT TO STOP WORK IF DEEMED UNSAFE, ILLEGAL, OR FALLING OUTSIDE OF APPLICABLE GUIDELINES. A STOP WORK ORDER MAY RESULT IN THE CONTRACTOR RE-APPLYING FOR A PERMIT.

DAMAGES: IN THE CASE THAT DAMAGES ARE INCURRED, WORK SHALL BE STOPPED UNTIL THE CITY OR WMU ARE MADE WHOLE FOR DAMAGES, INCLUDING FEES, IF APPLICABLE.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT; THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

Signature of Owner, Contractor, or Authorized Agent Performing Work:

Date:

To be completed by Office Staff:

Permit Validation:

Fee Received

Yes____

No____

Deposit Received

Yes____

No____

Surety Bond Issued to City

Yes____

No____

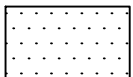
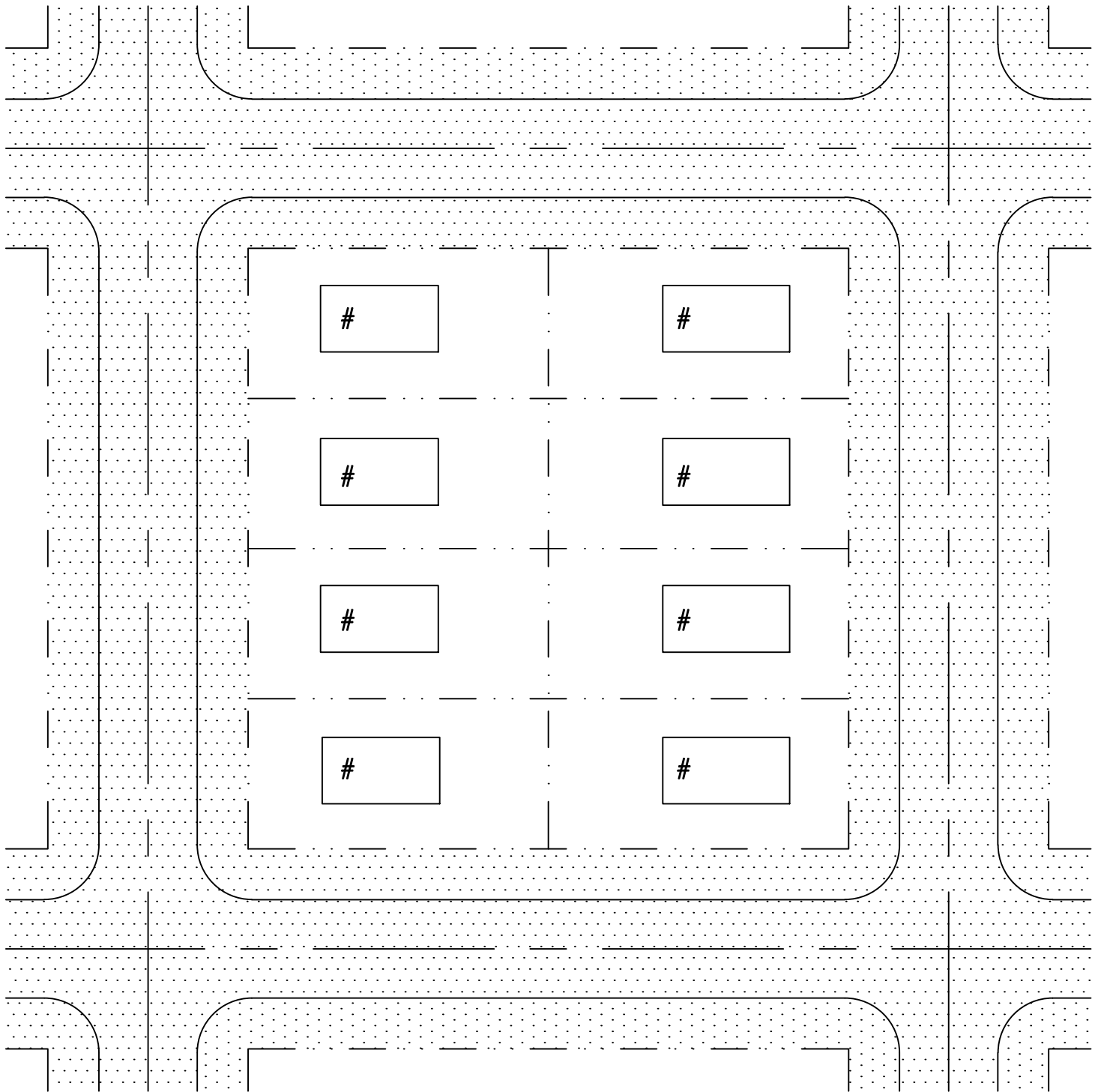
Approved for Issuance by City

Signature:

Approved for Issuance by WMU

Signature:

Exhibit A



R.O.W.

Job Address _____

Illustration Of Proposed Work:

- a) location of existing features i.e. street, sidewalk, pedestals, etc.
- b) approx. limits of right-of-way excavation (length and width)
- c) approx. distance proposed work is from street centerline or back of curb
- d) label w/north arrow, street address, & closest intersection

CITY OF WILLMAR
REGISTRATION FOR RIGHT-OF-WAY and EASEMENT EXCAVATORS

Company Name: _____

Address: _____

City _____ State _____ Zip Code _____

Telephone # _____ Fax # _____

Gopher One-Call Registration # _____

Does this company hold a franchise with the City? _____ Yes _____ No

Company Contact Person

Name: _____

Address: _____

City _____ State _____ Zip Code _____

Telephone # _____ Fax # _____

24 Hour Emergency # _____

Certificate of Insurance (REQUIRED) Attached _____ Yes _____ No

**A DEPOSIT AND/OR SURETY BOND WILL BE REQUIRED FOR MORE THAN
ONE EXCAVATION or R.O.W. SITE**

Signature:

(Name)

(Company name)

(Date)

Acknowledgement of Indemnification

The contractor indemnifies, saves and holds harmless the City and all of its officers, agents and employees of and from any and all claims, demands, action or causes of action of whatsoever nature and character arising out of or by reason of the execution of performance of work or services provided herein and further agrees to defend at its sole cost and expenses any action of proceeding commenced for the purpose of asserting any claim or whatsoever character arising hereunder.

(Name)

(Company name)

(Date)

RESOLUTION NO.
ESTABLISHES FEES FOR SERVICES, PERMITS, AND LICENSES
AND ESTABLISHES RENTAL RATES FOR CITY EQUIPMENT

Motion By: _____ Second By: _____

WHEREAS, the City Council of the City of Willmar duly establishes fees for service, sets fees for permits and licenses, and establishes rental rates for City equipment.

NOW, THEREFORE, BE IT RESOLVED that the listed fees are amended for the year 2023, and the same hereby ordered kept on file in the office of the City Clerk.

Dated this 1st day of May 2023

MAYOR

Attest:

CITY CLERK



Adopted:

2

City Clerk

Charge/ Rate

Liquor License Investigation Fee:

Sole Proprietor	\$	125.00
Partnership	\$	150.00
Corporation	\$	300.00
Limited Liability Company	\$	150.00

Liquor Licenses:

On-Sale Intoxicating Liquor	\$	4,000.00	Annual
Off-Sale Intoxicating Liquor	\$	950.00	Annual
Club On-Sale Intoxicating Liquor	\$	300.00	Annual
On-Sale Wine	\$	200.00	Annual
On-Sale Sunday	\$	200.00	Annual
On-Sale 3.2% Intoxicating Liquor	\$	150.00	Annual
Temporary On-Sale Intoxicating Liquor	\$	100.00	Annual
On-Sale Taproom	\$	150.00	Annual
Off-Sale Taproom	\$	150.00	Annual
Off-Sale Brewpub	\$	150.00	Annual
City Park Special Event - Intoxicating Liquor	\$	100.00	Event
Civic Center Special Event - Intoxicating Liquor	\$	100.00	Event
Community Festival Event - Intoxicating Liquor	\$	100.00	Event

Miscellaneous:

Café - Restaurant, Bowling Alley, Taxi Cab	\$	30.00	Annual
Carnival, Circus, Exhibition	\$	30.00	Day
Cat & Dog	\$	3.00	Annual
	\$	7.50	Annual
Dance, Parade, Run/Walk/Special Event, Street Fair	\$	30.00	Event
Dumpster, Service Parking	\$	30.00	Month
Fireworks Indoor Display	\$	50.00	Event
Fireworks Outdoor Display	\$	30.00	Event
Fireworks Sales & Storage	\$	100.00	Event
Mobile Food Unit	\$	50.00	Event
	\$	150.00	Annual
Pawnbrokers	\$	150.00	Annual
Street Closure	\$	50.00	Event
Theatre	\$	300.00	Annual
Tetrahydrocannabinol (THC)	\$	2,000.00	Annual

Administrative Fees:

Chapter 9, Article I, Section 9-3

Nuisance Abatement	\$	75.00	Event
Removal of Week/ Grass Nuisance	\$	75.00	Event
Removal of Infected Trees	\$	75.00	Event
Payment for Current Services	\$	75.00	Event

Labor

All Labor rates will be calculated at the emp
benefit rates unless otherwise identified.**Public Works**

Maintenance Trucks:

1/2 -3/4 Ton Truck	\$	17.00	Hour
1 Ton Truck	\$	18.00	Hour
1 Ton Truck - Plow	\$	27.00	Hour
1 Ton Truck - Watetank	\$	27.00	Hour
3-5 Ton Tuck	\$	35.00	Hour
3-5 Ton Truck - Plow/ Sander	\$	41.00	Hour
3-5 Ton Truck - Plow/ Sander/ Wing	\$	55.00	Hour

Heavy Equipment:

2-3 CY Loaders	\$	82.00	Hour
Loader/Plow/Wing	\$	102.00	Hour
Loader/Snow Blower	\$	122.00	Hour
Motor Grader	\$	96.00	Hour
Motor Grader/ One-Way Plow	\$	102.00	Hour
Motor Grader/ One-Way Plow/ Wing	\$	115.00	Hour
40-50 HP Tractor	\$	21.00	Hour
40-50 HP Tractor/ Attachments	\$	35.00	Hour
MT Trackless/ Blower/ Mower	\$	61.00	Hour
90 HP Tractor/ 22' Flail Mower	\$	55.00	Hour
30-40 HP Unit Mower/ Blower/ Sweeper	\$	35.00	Hour
Skid-Loader	\$	35.00	Hour
Skid-Loader/ Attachments	\$	50.00	Hour
Snowplowing Sidewalks	\$	1.00	Linear Foot

Specialty Equipment:

Air Conveyance Unit	\$	55.00	Hour
Elgin Sweeper (4 CY)	\$	70.00	Hour
Hydraulic Sewer Cleaner	\$	68.00	Hour
Paint Sprayer	\$	9.00	Hour
Paint Sprayer and 1 Ton Truck	\$	27.00	Hour
50' Bucket Truck	\$	70.00	Hour
30' Bucket Truck	\$	41.00	Hour
Brush Chipper	\$	29.00	Hour

Tamper	\$	9.00	Hour
Bituminous Distributor and Truck (Less Material)	\$	50.00	Hour
Bituminous Roller	\$	55.00	Hour
Grass and Leaf Pickup Broom	\$	29.00	Hour
Chain Saws	\$	10.00	Hour
Trailers	\$	12.00	Hour
Over Seeder	\$	29.00	Hour
Turf Pro	\$	29.00	Hour
Gator and sprayer	\$	27.00	Hour
Generator	\$	9.00	Hour
Trash Pumps	\$	9.00	Hour
Utility Vehicle with Crane Hoist	\$	42.00	Hour
Air Compressor	\$	42.00	Hour

Materials:

Winter Sand Mixed with Salt	\$	55.00	Cubic Yard
Gravel	\$	20.00	Ton
Bituminous Cold Mix	\$	105.00	Ton
Chalk Dust - 50lb.	\$	8.00	Bag
Diamond Dry - 50lb.	\$	13.00	Bag
Bituminous Repair (Including Labor and Equipment)	\$	55.00	Cubic Yard

Labor:

Regular	Contract Rate + 53%
Overtime	Contract Rate + 53%

Permits:

Excavation/ R.O.W	\$	125.00	R.O.W Crossing
Deposit	\$	3,000.00	Site/Project
Bond	\$	25,000.00	Site/Project

Access Fees:

Industrial Park Storm Pond	\$	835.00	Acre
Radio Station Drive Lift Station	\$	595.00	Acre
Abbot Drive Lift Station	\$	895.00	Acre

Wastewater Treatment:

5,000 Gallon Tanker with Hydraulic Boom	\$	30.00	Hour
Portable Lab Sampler	\$	5.00	Hour

Airport:

Conference Room	\$	40.00	Event
	\$	-	Airport Related Events

Parks & Recreation

Ball Fields:

Baseball/ Softball Fields	\$	50.00	Game
	\$	250.00	Day
Lights for Ball Fields	\$	25.00	Day
Baker Field	\$	300.00	Day
Orange Field	\$	250.00	Day
Picnic Area - Taunton Stadium	\$	75.00	Day

Shelters:

Four Season	\$	140.00	Day
Enclosed Park Shelters	\$	120.00	Day
Open Shelter (No Electricity)	\$	40.00	Day
Damage Deposit	\$	100.00	

Equipment

Bleachers - 7 High	\$	100.00	Day
Picnic Tables (12 Maximum)	\$	10.00	Table/ Day
Barricades	\$	2.00	Day
	\$	20.00	

Showmobile:

Willmar Events - Nonprofit	\$	215.00	Day
Willmar Events	\$	500.00	Day
Damage Deposit	\$	200.00	
Staff Expenses	\$80.00 - \$280.00		

Aquatic Center

Season Passes			
Individual	\$	90.00	Season
Family of Two	\$	130.00	Season
Family of Three	\$	140.00	Season
Family of Four	\$	150.00	Season
Family of Five	\$	160.00	Season
Family of Six	\$	170.00	Season
Additional Members	\$	15.00	Season
Daily Admission	\$	3.00	Day
Observers	\$	3.00	Day
Group Admissions	\$	2.50	Day
Discount Coupons:			
10 Coupons	\$	25.00	
20 Coupons	\$	40.00	
Pool Rental	\$	100.00	

City Auditorium

Gym Rental	\$	100.00	Hour
Staffing	\$	30.00	Hour
Stage	\$	20.00	Hour

Civic Center

Cardinal Arena Dry Floor	\$	580.00	Day
Cardinal Arena Ice Rental	\$	155.00	Hour
Blue Line Arena Dry Floor	\$	400.00	Day
Blue Line Arena Ice Rental	\$	155.00	Hour
Staffing	\$	30.00	Hour

Community Center

Burlington Northern Room	\$	125.00	Day
Selvig Room	\$	125.00	Day
Sunshine Room	\$	75.00	Day
Reynolds Room			Day
Staffing	\$	30.00	Hour

Events and Recreation Center

Meeting Room A	\$	25.00	Day
Meeting Room B	\$	25.00	Day
Meeting Room A/ B Combined	\$	40.00	Day
Community Room	\$	60.00	Day
Outdoor Court Yard Area	\$	50.00	Day
Kitchen Area	\$	50.00	Day
Dry Floor Space/ Gym	\$	100.00	Hour
Staffing	\$	30.00	Hour
Turf Fields	\$	100.00	Hour

Fire Department

First Line Pumper - 5251, 5257	\$	300.00	Hour
Tanker/ Pumper - 5276	\$	300.00	Hour
Ladder Trucks - 5298, 5299	\$	500.00	Hour
Grass Rig- 5285	\$	150.00	Hour
Support Vehicles - 5296, 5297,5294,5295,5293	\$	75.00	Hour
Trailer	\$	75.00	Hour
Fire Watch/ Standby	\$	25.00	Hour
Training Room Rental	\$	50.00	Hour
Fire Alarm Permit	\$	30.00	Three Years
Fire Alarm Permit Renewal	\$	30.00	Three Years
Alarm Malfunction	\$	500.00	

Bottling Filling Fees			
2216 PSI Air Tank	\$	5.00	Bottle
3000 PSI Air Tank	\$	10.00	Bottle
4500 PSI Air Tank	\$	15.00	Bottle
5000 - 6000 PSI Air Tank	\$	25.00	Bottle
Fire Reports	\$	0.25	Page

Police Department

Off Duty Police Officers	\$	70.00	Hour
Computer Forensic/ Video Redaction/ Specialized IT Services	\$	60.00	Hour
Off Duty Community Services Officer	\$	30.00	Hour

Planning and Development

Zoning			
Conditional Use Permit	\$	275.00	
Variance	\$	275.00	
Appeal	\$	275.00	
Rezoning	\$	275.00	
Text Amendment	\$	275.00	
Subdivision/Platting	\$	25.00	Per lot
Re-plats	\$	25.00	Per lot
Sign Permits: (online application available)			
Sign/Special Sign	\$	40.00	0-20 sq. ft.
	\$	50.00	20-50 sq. ft.
	\$	50.00	20-50 sq. ft.
	\$	60.00	50-100 sq. ft.
	\$	70.00	100 + sq. ft.
Temporary sign deposit (refunded after removal)	\$	100.00	

Building Inspection

Building Permit Applications are subject to Minnesota State Statute

Building Permit Application

Total Valuation:

\$1.00 to \$500.00 \$ 21.00

\$501.00 to \$2,000.00 \$21.00 for the first \$500.00 plus \$2.75 for each or fraction thereof, to and including \$2,000.00

\$2,001.00 to \$25,000.00	\$62.25 for the first \$2,000.00 plus \$12.50 for each \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$349.75 for the first \$25,000.00 plus \$9.00 for each \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$574.75 for the first \$50,000.00 plus \$6.25 for each \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$887.25 for the first \$100,000.00 plus \$5.00 for each \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$2,887.25 for the first \$500,000.00 plus \$4.25 for each \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,012.25 for the first \$1,000,000.00 plus \$5.00 for each \$1,000.00, or fraction thereof, to and including the amount in question

Inspection and Fees:

Inspection outside of normal business hours	\$	140.00	Hour*
Reinspection fees assess under provisions of Section 108.8	\$	140.00	Hour*
Inspections for which no fee is specifically indicated	\$	140.00	Hour*
Additional plan review required by changes, additions or revisions to plans	\$	140.00	Hour*
For use of outside consultants for plan checking and inspections, or both	Actual Costs	**	

*Or the total hourly cost to the City whichever is the greatest. This cost shall include supervision, overhead, and hourly wages and fringe benefits of the employees involved.

**Actual costs include administrative and overhead costs

Plan Review	65% of building permit fee
Residential Reroof	\$ 30.00 Permit
Residential Reside	\$ 50.00 Permit
Building Removal (Demo)	
Garage / Shed 200 sq. ft. +	\$ 30.00 Permit
Single Family Dwellings	\$ 75.00 Permit
Mobile Homes	\$ 75.00 Permit
Commercial/ Industrial	\$ 150.00 Permit
Mechanical Permits	
Water Heater	\$ 26.00 Permit
Furnace	\$ 31.00 Permit
Air Conditioner	\$ 26.00 Permit

2023 Fee Schedule
12/19/2022

Employee's wage and

Plus Labor and
Equipment

If poject exceeds
\$10,000
If poject exceeds
\$10,00

Plus Labor

Minimum Charge for
Hauling Barricades

Plus Labor
Plus Labor

Plus Labor

Not to Exceed 300 per
day min two hours

Plus services

Plus services

Not to exceed \$300 per
day min 2 hours

400 max

Each Additional Hour(s)	
\$	200.00
\$	200.00
\$	400.00
\$	100.00
\$	50.00
\$	50.00

Plus County Recorder
fee \$46.00)
Plus County Recorder
fee \$46.00)
Plus County Recorder
fee \$46.00)

\$300.00 minimum
\$325.00 minimum

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ach additional \$100.00,
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or each additi-onal
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or each addit-ional
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or each addit-ional
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for each addit- ional
ing \$500,000

!5 for each additional
ing \$1,000,000
2.75 for each additional

Minimum Charge 1/2
Hour

rhead, equipment,



City Council Action Request

Council Meeting Date:	May 1, 2023	Agenda Item Number:	10.E.
Agenda Section:	Regular Business	Originating Department:	Administration
Resolution:	No	Prepared By:	Brittany Searle, Administrative Assistant
Ordinance:	No	Presented By:	Kyle Box, City Operations Director
Item:	Consider a Request for Proposals for Auditorium Lead Dust Remediation and Asbestos Removal and Repair		

RECOMMENDED ACTION:

That the City Council Authorize Staff to release a Request for Proposals for Lead Dust Remediation and Asbestos Removal and Repair for the City Auditorium.

OVERVIEW:

City staff is requesting authorization to release a request for proposals for Lead Dust Remediation and Asbestos Removal and Repair for the City Auditorium. The building's lead levels were tested over the winter months by Midwest Environmental Consulting LLC and indicated higher than acceptable lead levels in most areas of the building. As is expected, the previously used gun range contains the highest amounts of lead dust.

The packet contains the test results and a draft Request for Proposals.

BUDGETARY/FISCAL ISSUES:

None

ALTERNATIVES TO CONSIDER:

None Recommended

ATTACHMENTS:

1. Willmar Auditorium - Asb. & Lead Spec - 2023
2. Midwest Consulting - Auditorium

Lead Dust Remediation and
Asbestos Removal & Repair
Prior to the Renovation of the
Willmar City Auditorium
311 – 6th Street SW
Willmar Minnesota

Add Alternate: Asbestos Abatement/Gun Range Remediation Prior to Demolition
Of
Willmar City Auditorium
311 – 6th Street SW
Willmar, Minnesota

Project Specifications

Requested by:

Leslie Valiant
City Administrator
City of Willmar
333 – 6th Street SW
Willmar, MN 56201

Prepared by:

Greg A. Myers
Midwest Environmental Consulting, L.L.C.
125 Railroad Avenue SW
Mora, MN 55051

320-679-4054

MEC Project # 2007/0423A

Specification Date: April 14, 2023

ACKNOWLEDGEMENT OF FORMAT

The specification manual has been prepared by Midwest Environmental Consulting, L.L.C. using information developed through the National Institute of Building Sciences "Model Guide Specifications, Asbestos in Buildings: 1988, 1992 edition. This manual is consistent with the American Institute of Architects Service Corporation MASTER SPEC, and sections are arranged in a format consistent with Construction Specifications Institute MASTER FORMAT. Standard forms from the American Institute of Architects are referenced in this specification manual for use as part of the Contract Documents. Elements of the Housing and Urban Development (HUD) "*Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing*" are referenced as Documented Methodology for lead safe work practices and cleaning.

Preparation of Project Manual

This manual was prepared by:

Greg A. Myers

Name

Signature

Asbestos

MDH 02289

MDH License #

Lead

MDH LD284

MDH License #

Information for the Scope of Work was
Provided by:

Greg A. Myers

Name

Environmental Services Director

Position

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SECTION 00031

REQUEST FOR QUOTES

The work for this project is identified in Section 01013 – Summary of Work and Section 00850 – Drawings and includes:

The project includes the cleaning of all horizontal and vertical surfaces for lead dust throughout the interior of the Willmar City Auditorium (except for the attic which will be limited to the removal of the ventilation duct and the associated fiberglass insulation covering the duct). This work will include, but is not limited to, all floors, concrete ceilings, walls, pipes, electrical conduit, appliances attached to the structure, breaker boxes/mains (not scheduled for replacement), metal lockers, sinks, bathroom panels, toilets, balcony seating, handrails, radiators, classroom desks/tables, target rails in firing range, deceleration chambers, painted shelving, doors, windows, etc. Light fixtures are to be cleaned and secured in place and protected from damage during removal and cleaning.

The contractor will be responsible for the removal of all porous materials including, but not limited to, carpeting & associated mastics, asbestos floor tile, base coving, sink deadeners, fabric chairs, ricochet belts, mats, drop-in ceiling tile & associated metal grids, glued on/fastened on wall & ceiling tile from in the firing range and gymnasium walls and lighting fixtures (unless these fixtures are not to be replaced).

The contractor will be responsible for removing all associated supply and return and exhaust duct systems within the complex. The contractor will be responsible for removing ducts from plaster walls, ceilings and chases minimizing damage to the smallest area feasible of the plaster walls and ceiling areas. The property is listed on the Historical Registry and original surfaces are to be maintained as much as feasible. The contractor will be responsible for providing straight edge cuts on all areas which require the demolition of existing wall or ceiling openings to remove duct systems.

Removal of asbestos containing floor tile & associated mastics, base coving & associated mastic, ceiling, and wall tile & associated mastic, sink deadener and the removal or patch/repair of thermo system insulation will be a part of this project.

This project is expected to last approximately 3 – 4 weeks, Monday through Friday once the Bid is awarded.

SECTION 00100
INSTRUCTIONS TO BIDDERS (Refer to AIA-700)

Specifications, including bid forms, are available by July 14, 2014, from:

Midwest Environmental Consulting, L.L.C.
125 Railroad Avenue SW
Mora, MN 55051

Phone: 320-679-4054 or 763-691-0111

E-mail: gammec@earthlink.net

The owner has arranged for a pre-bid meeting site visit on _____, 2023 at _____ a.m. at the project site, 311 – 6th Street SW, Willmar, Minnesota. This is a mandatory pre-bid meeting. No other time is allotted for the walk-through. The contractor should plan to spend the required time, as necessary, on the _____ pre-bid walk-through and be able to submit a bid.

All bids will be submitted on the executed Bid Form provided in the project specification and submitted in a clearly marked closed envelope with the following:

Bid Proposal: Willmar Auditorium Environmental Remediation/Add Alternate: Demolition and sent to:

Leslie Valiant
City Administrator
City of Willmar
333 – 6th Street SW
Willmar, MN 56201

Bids are due no later than _____ p.m. _____ 2023. Bids will be opened by Leslie Valiant at that time. The qualified Contractor Bid will be approved following the scheduled City Council meeting.

No telephone or facsimile or e-mail bids will be accepted. Bids must be delivered by hand, delivered by courier, or delivered by U.S. Mail and received prior to the bid opening.

SECTION 00110

MODIFICATIONS TO INSTRUCTIONS TO BIDDERS

General

The following informational provisions will either supplement, modify, change, delete, or add to the "Instructions to Bidders," AIA Document A701, 2018 Edition and are thereby made a part of the contract documents. When any article of the General Conditions is changed or any paragraph, subparagraph or clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of that article, paragraph, subparagraph, or clause will remain in effect.

Article 3: Bidding Documents

Delete – Paragraph 3.1.1

Add the following:

3.1.1 Bidders can obtain complete sets of the contract bidding specification manual from the issuing office designated in the Request for Quote in the number and for the deposit sum, if any stated therein. The deposit will not be refunded to the Bidders.

END OF SECTION 00110

SECTION 00121

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

Clarification, Interpretations, Addenda: Bidders and Sub-bidders requiring clarification or interpretation of the contract specification documents will make a written request that must reach the Architect at least three days prior to the date for receipt of Quotes. No Addenda will be used later than five days prior to the date for receipt of Quotes except an Addendum withdrawing the request for Quote or one which includes postponement of the date for receipt of Quotes. This provision modifies "Instructions to Bidders," AIA Document A701, 2018 Edition, Article 3.2.2 and 3.4.3, and the modification has full force and effect. All other provisions of AIA Document A701 shall remain in effect.

Submission of Bids: Bids shall be submitted in duplicate on the Bid Form provided with all blank spaces filled in. In the event that a bid is not offered for an item or that information requested is unavailable or inapplicable, enter "None" or "No Bid" or "Not Applicable." In the event there is a discrepancy in the numbers, the bid will be disqualified. Complete the Bid Form without alterations, additions, erasures, or any recapitulation of the work to be done. Enclose the Bid Form and required submittals in a sealed opaque envelope bearing the title of work, the name of the bidder, and the address of the owner.

Alternate Bids: Bidders are required to provide a valid Bid for each and every form of Bid requested herein.

Required Bid Submittals

The items listed below are required elements which must be included with the bid submittal package. Each item will be individually reviewed and may give rise for rejection of the bid at the discretion of the Owner if the bid does not meet the required specifications.

1. **Bid Bonding and Security:** The security shall be in the form of a Bid Bond or Cashier's Check in the amount of five percent (5%) and will be required for all bids. If a Bid Bond is used, it shall be written on AIA Document A310. A Performance Bond will be required in the full amount of the contract sum from the successful Bidder. The contractor will be required to comply with all state requirements for bonding.
2. Statement that Bidder has adequate equipment in good working order to perform the work.

3. **License:** Provide evidence that all state and Environmental Protection Agency licensing requirements are met.
4. **Construction Schedule:** Each bid must include a bar schedule for each phase of the project including mobilization, set up, abatement, cleaning, and clearance. The schedule will include the number of personnel and duration of each shift.
5. **References:** Each Bid will be accompanied by a list of not less than three (3) nor more than five (5) clients for whom the Bidder has performed similar projects consistent with the work found in this contract document within the last 48 months. These clients may be contacted as references. The contractor will be required to develop a contingency plan if progress deviates from the construction schedule submitted with the bid.
6. **Litigation and Arbitration:** Each bidder shall include in writing whether he is a party to any civil or criminal actions involving hazardous material or environmental contaminants or is party in an arbitration proceeding involving environmental remediation work.
7. **Fines and Citations:** Each Bidder shall provide documentation regarding any written notice of noncompliance, citation, or fine issued by any federal, state, or regulatory agency for environmental remediation work. Three (3) or more second-occurrence citations within the previous 12 months from this bid date may disqualify a Bidder. This will be evaluated during the evaluation of the Bid.
8. **Authorized Personnel:** Provide a list of authorized individuals, including addresses and telephone numbers, who can discuss the contents of the Bid and those who can conduct contract negotiations on behalf of the Bidder. Identify the primary responsibilities of those people listed.
9. **Liquidated Damages:** Each Bidder will indicate whether payment of liquidated damages has ever been required for failure to meet a project schedule.
10. **Contractor Qualifications:** Provide the name and experience profile of key personnel who the Bidder intends to have perform the work for this project. Provide a list of existing commitments, bonding capabilities, and limits of insurance coverage. Contractor Qualification may be used to evaluate the Bids.
11. **Financial Condition:** Bids may be evaluated with consideration of the Bidders' Financial condition.

12. **Insurance:** Prior to execution of an agreement, the successful Bidder will be expected to provide proof of standard insurance coverage as required in Section 0720, Supplementary Conditions. The cost for these coverages will be included in the Lump Sum Base Bid. The insurance must include coverage for asbestos and lead hazard exposure. The insurance requirement for this project is of occurrence type without a sunset clause. This insurance shall pay or defend all established claims regardless of the date the claim is reported and shall provide the same coverage to the Owner and Owner's Representative as additionally insured or through separate policy provided at the contractor's expense. The Bidder will comply with all state regulations regarding insurance.
13. **Additional Information:** Bidders may propose features and items above and beyond the requirements set forth in the Bidding Documents. The Owner does not intend to limit the contents of the Bid. Additional information deemed pertinent by the Bidder may be attached. The Owner, however, reserves the right to exclude such information from consideration in evaluating Bids. The Owner also reserves the right to require the submittal of additional financial, technical or other information. Such a request shall not be construed to indicate the Bidder's standing in the evaluation of Bids.
14. **Evaluation of Bids:** Award will be made by written notice to the lowest responsible Bidder as determined by the Owner. Bids may be rejected if not accompanied by required bid security, if incomplete or irregular based on the requirements of the Project Manual or if the Bid exceeds the funds available. The Owner further reserves the right to reject Bids on the basis of Bidder's financial responsibility, integrity in business and professional matters, skill, and ability in the safe completion of the work, schedule, and likelihood of completion of satisfactory work and promptness. Past experience may be considered in the evaluation of Bidders.
15. **Execution of Contract:** By submitting a Bid, the Bidder represents that the Bid will not be withdrawn with the period of sixty (60) days after the date specified for receipt of Bids and that if the Bid is accepted, the Bidder will enter into a formal contract to perform the Work. If a mutually acceptable contract is not signed within thirty (30) days of award, the Owner reserves the right to reject the Bid and reevaluate other Bids received. The Owner further reserves the right to enter into contract negotiations with more than one Bidder or to terminate negotiations with any Bidder and undertake negotiations with another Bidder at any time.
16. **Drawing on File:** In addition to the required inspection and comparison of Bidding Documents including Drawings and site conditions, Bidders are encouraged to

examine plans and drawings in the Project Specification. No extension of Contract Time or Sum will be allowed due to misunderstandings arising from failure of the Bidder to make use of all available information in formulating the Bid. No inference shall be made from any quantity, dimension, detail or description on the plans and drawings as to the exact or actual extent of the Work of this project.

End of Section 00121

Project Name: Willmar Auditorium Lead/Asbestos Remediation 2023
Add Alternate: Demolition of Structure

Quotes are Requested as follows:

Stipulated Sum:

BASE BID

For furnishing all labor, materials, equipment, and services necessary for and incidental to the above named project as described in the Contract Documents. The sum is based on performance with insurance coverage specified in Section 00720 – Supplementary Conditions.

Option #1 \$ _____

Option #2 \$

AUTHORIZATION

The undersigned, having thoroughly examined the Contract Documents, is hereby an authorized agent of the bidding company submitting this Quote to perform the Work in accordance with the Contract Documents:

Contractor

Name

Address

Signature

City, State, Zip

Position

Date

SECTION 00600
BONDS

A Bond for Performance in the sum of the full amount of the Contract will be required of the successful bidder as provided in AIA Document A701, Instructions to Bidders. Comply with all state requirements regarding bonding.

AIA Document A312, Performance Bond is hereby incorporated by reference into the Contract Documents.

SECTION 00700
GENERAL CONDITIONS

AIA Document A201, General Conditions of the Contract for Construction, 2017 Edition, Articles 1 through 15 inclusive, is hereby made a part of the Contract Documents by reference as amplified by Section 0720, Supplementary Conditions, as amended by Section 00730, Modifications to General Conditions, and including the provisions of 0800, Additional Articles (if any).

SECTION 00720

SUPPLEMENTARY CONDITIONS

General

The following conditions supplement or amplify the “General Conditions of the Contract for Construction,” AIA Document A201, and are hereby made a part of the Contract Documents.

Pre-Construction Conference

Once the execution of Agreement is completed and before the commencement of Work, a pre-construction conference will be held at the work site. Attendance will be required of Representatives of Contractor, Architect and Owner and any Subcontractors or other entities engaged in work at the site.

Project Schedule

The Work of this project shall occur during the time period specified in Section 00031, Request for Quotes. The Owner and the Owner’s Representative must be notified at least 24 hours in advance of any changes from the work schedule submitted with the Bid. Such changes are subject to the Owner’s approval.

Compliance with Ordinances, Regulations and Laws

The Contractor and Subcontractors shall strictly observe all laws, ordinances, rules, and regulations concerning hours of work, age, compensation, working conditions and payroll taxes.

All work and materials complied in the Contract Documents must comply with requirements of the newest edition of the following:

- A. All Local Ordinances and Codes
- B. All State and Federal Laws, Codes, and Regulations
- C. Uniform Bidding Code
- D. National Electrical Code

Work under the Contract will be subject to inspection and approval by the Federal, State, and Local authorities having jurisdiction. If, at any time, specifications conflict with any of the above regulations or standards, the regulations or standards will take

precedence. This, however, will not be construed as relieving the Contractor or any Subcontractors from complying with any requirements of specifications in excess of the regulations or standards and not contrary to them. No claims for extra payment to achieve compliance with the above requirements will be allowed.

START AND COMPLETION OF THE WORK

The contractor must not begin work until he has received a Contract and Notice to Proceed from the Owner. The Contractor will not allow any Subcontractor to begin work until these Orders have been received by the Contractor.

This Order will not be issued by the Owner until all items required in the Contract Specification Documents prior to the start of work submittals have been received and in no case will any Subcontractor be allowed to start work before submitting to the Contractor, whom will submit these materials to the Owner, certificates of liability and Worker's Compensation insurance if not covered in the Contractor's insurance.

It is hereby understood and mutually agreed by and between the Contractor and the Owner that the date of commencement, rate of progress, and the time for completion of the work to be done as specified are essential conditions of the contract; and it is further mutually understood and agreed that the work embraced in this contract shall begin on the date specified.

If the contractor fails to provide the number of personnel indicated in the Plan and Schedule submitted with the Quote or if the number or duration of the shifts indicated on the Schedule increases as a result of factors that can be controlled by the Contractor, the Contractor will be responsible for additional consulting and air monitoring costs, or Owner's personnel and operating costs, required for completion of the Work.

The Contractor agrees the specified work shall be performed regularly, diligently, and uninterruptedly at a rate of progress to ensure full completion within the time stipulated. It is clearly understood and agreed, by the Contractor and the Owner that the time for the completion of the work described herein is a reasonable time for the completion of same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

The subcontractors are to proceed with the work when notified and will execute the work regularly, diligently, and uninterruptedly at a rate of progress as will ensure completion of the work within the time limits and under the conditions specified in the Contract Documents.

INSURANCE

Unless otherwise provided, the Contractor, in all cases, will be required to carry insurance of the kinds and in the amounts specified in these Supplementary Conditions. The policies must be issued by a company or companies acceptable to the Owner. The insurance provided by the Contractor shall name the Owner and the Owner's Representative as additional insured. The Contractor shall not commence work under the contract until he has obtained all the insurance required by these project specification documents and until such insurance has been approved; nor shall the Contractor allow any Subcontractor to begin work on his Subcontract until all similar insurance required of the Subcontractor has been obtained and approved.

The Contractor's attention is specifically directed to all special provision(s) in his individual Contract requiring additional insurance.

Compensation Insurance:

The Contractor shall purchase and maintain Workers Compensation insurance and Employers Public Liability insurance for all persons employed by him in the performance of the work contemplated by the Contract and insuring said Contractor against all obligations arising out of statutory requirements. In all cases where work is sublet, the Contractor will require each Subcontractor to insure himself in a like manner. The Contractor will be required to maintain statutory limit at minimum.

Public Liability and Property Damage Insurance:

The Contractor will purchase and maintain during the life of the Contract comprehensive protective public liability insurance for and on behalf of himself and the Owner as joint insurers and, using a cross-liability endorsement, protect the Owner and the Contractor from claims for damages and bodily injuries including accidental death as well as from claims for property damage which may arise from operations under the contract including coverage for damage caused by blasting or explosion, collapse or structural injury to building or structures, or both, and damage to underground facilities of any kind, whether such operations by the Contractor or by the Subcontractor or by anyone directly or indirectly employed by either of them. The minimum amounts of such public liability insurance shall be as follows:

Bodily injury insurance (including death) in an amount of not less than \$1,000,000 for all damages arising out of bodily injuries to or death of one

person and subject to the same limit for each person in a total amount of not less than \$1,000,000 on account of any one accident.

Property damage insurance in an amount of not less than \$2,000,000 for all damages to or destruction of property in any one accident and subject to that limit per accident; further subject to a total of not less than \$2,000.00 for all damages to or destruction of property during the policy period.

Comprehensive Owner's Protective Insurance:

In lieu of being named as a joint-insured with the Contractor on such policy and in lieu of the cross-liability endorsement, the Owner will accept comprehensive owner's protective insurance issued in the name of the Owner and paid for on behalf of the Owner by the Contractor, which insurance will be subject to the same limits and insure the same risks as the public liability insurance as set forth in these Supplementary Conditions.

Automobile Insurance:

The contractor will purchase and maintain during the life of this Contract comprehensive automobile liability insurance insuring said Contractor not only for the operation of vehicles owned or used by him but also vehicles hired or leased by him. Such automobile liability insurance shall contain bodily injury insurance, including death, in amounts not less than \$500,000 per person and \$500,000 per accident, property damage insurance in an amount of not less than \$50,000 per accident and non-ownership coverage as respects automobiles of employees.

Subcontractor's Insurance:

In the event any work contemplated by the Contract is sublet, the Contractor shall be responsible to see that the Subcontractors provide insurance in accord with the minimum requirements imposed as above on the Contractor and has the approval of the Owner or Owner's Representative.

Contractual Liability Insurance:

The Contractor will provide, either by a separate policy or insurance or by an endorsement to the insurance herein required, contractual liability insurance in such amounts and of such kinds as required for comprehensive protective public liability insurance. Any additional amount of public liability insurance which may be demanded by the Owner, in specified cases, will be accompanied by a parallel and corresponding increase, in an equal amount, in the coverage afforded by the contractual liability insurance. Such contractual liability insurance

will be in such a form so as to expressly include all Subcontractors who may be employed to form a part or parts of the Contract.

Asbestos, Lead and Environmental Hazard Insurance – Occurrence:

Insurance coverages required in these Contract Documents may have exclusions for asbestos-related hazards. If such exclusions apply, the asbestos hazard liability must be addressed by supplementary coverage provided by additional policies. This coverage will be provided on an “occurrence” basis, covering claims for damage incurred during the policy’s effective dates, regardless of claim filing date. The minimum amounts of such insurance shall be as follows:

\$2,000,000 for a general per occurrence limit of general comprehensive liability, including products and completed operations.

Bodily injury insurance (including death) in an amount of not less than \$1,000,000 for all damages arising out of bodily injuries to or death of one person and subject to the same limit for each person in a total amount of not less than \$1,000,000 on account of any one accident.

Property damage insurance in an amount of not less than \$2,000,000 for all damages to or destruction of property in any one accident and subject to that limit per accident; further subject to a total of not less than \$2,000,000 for all damages to or destruction of property during the policy period.

The asbestos, lead and environmental hazard insurance policy or policies as required above shall name the Owner and Owner’s Representative as joint insurers and using a cross-liability endorsement, protect the Owner, the Owner’s Representative and the Contractor from all asbestos hazard claims whether resulting from the operations of the Contractor or by the Subcontractor or by anyone directly or indirectly employed by either of them.

Umbrella Insurance Policy:

\$2,000,000.00 for general occurrence.

Additional Insurance:

Nothing contained herein will preclude the Owner from determining and demanding, in specified cases, that in addition to the minimum required insurance covered by the provisions of these specifications, additional insurance must be obtained by the Contractor and proof thereof furnished to the Owner by in addition to and not in lieu of the insurance described above as required.

Asbestos Plan

The successful Bidder will be required to submit a detailed 9-point plan for each phase of work. The plan will include the following:

- Physical address of project
- Physical description of the work areas, including room numbers if known
- Description of the amount of asbestos material to be removed, encapsulated, or enclosed
- Schedule for shutting down and locking out electrical and HVAC systems
- Name of person responsible for shut down of HVAC and lockout of electrical systems
- Calculations showing the number of containment air changes per hour for each containment
- Rated capacity of each negative air machine used to establish negative air pressure for each containment
- Documentation if a negative air system is to be exhausted indoors when it is infeasible to exhaust negative air outdoors.
 - Floor plan or sketch which includes:
 - The dimensions and volume of each containment
 - Location of decontamination units to be used in conjunction with asbestos related work
 - The type, size, and location of any containment attachments through which waste will be removed from the containment
- Asbestos Project Plan Changes – if any new information was estimated or changes occur during the project, the new information is to be added.

End of Section 00720

SECTION 00730

MODIFICATIONS TO GENERAL CONDITIONS

General

The following provisions supplement, modify, change, delete from or add to the “General Conditions of the Contract for Construction,” AIA Document A201, 2007 Edition, and are thereby made a part of the Contract Specification Documents. Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause will remain in effect.

ARTICLE 2: OWNER

2.4 Owner's Right to Stop the Work

2.4 Delete Paragraph 2.4

Add the following:

2.4 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Specification Documents as required by Paragraph 12.2 or fails to carry out work in accordance with the Contract Specification Documents, the Owner, by written order signed personally or by an agent specifically so authorized by the Owner in writing, may order the Contractor to stop the Work, or any portion thereof, until the cause for that order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Subparagraph 6.1.3.

2.5 Owner's Right to Carry Out the Work

2.5 Delete Paragraph 2.5

Add the following:

2.5 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to

other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. Such an action by the Owner and the amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

Add the following:

2.6 The Architect's Compensation for Services to Remedy Defective Work

2.6.1 When the Architect's Services are required due to defective work, neglect, failure, deficiencies or default by the Contractor, the Architect's reimbursement for such services will be based on the Architect's invoice sent to the Owner. The invoice, when approved by the Owner, along with other costs, damages and liabilities incurred by the Owner or the Architect, will be the basis for adjusting the Contract sum by a Change Order, to compensate the Owner for the Architect's additional services.

2.6.2 It is the Contractor's responsibility to maintain the required acceptable airborne fiber levels during the progress of the Work and to provide the required clearance air level and lead dust clearance levels at the completion of the project phase. In the event that any air or lead dust wipe sample collected fails to meet the required standard and additional air sampling or dust wipe sampling, analysis, or related monitoring activity is required as a result, the Contractor will bear the costs of such additional work. In the event that remaining payments due the Contractor are insufficient to cover such costs, the Contractor will pay the difference to the Owner. In the event any air or lead dust clearance levels are exceeded as required by regulation, or the Contract Specification any additional air sampling, lead dust sampling analysis, or related monitoring will be the responsibility of the Contractor to cover the additional costs incurred (i.e., lead clearance failure or asbestos containment failure).

ARTICLE 3: CONTRACTOR

3.4 Labor and Materials add the following new subparagraphs

3.4.4 Some materials are described in this specification by the use of trade names or manufacturer's names. It is understood and inferred that such description is followed by the phrase "or approved equal." The intention is to establish a standard of comparison—note to exclude other materials.

3.4.5 Where Work is specified to be in accordance with building codes or other regulations or requirements, the Work will comply with such regulations or requirements; however, where a higher quality of materials or type of construction is shown or specified than is specified by the codes or regulations, the higher quality, or material or type of construction, in addition to compliance with codes or regulations, will be furnished.

3.18 Indemnification add the following new subparagraphs

3.18.3 To the fullest extent permitted by law, Contractor and its employees hereby waive any claims against Owner and its affiliates, subsidiaries, employees, agents, and Representatives as the result of performance of the Work, including but not limited to exposure to asbestos, asbestos-containing materials, lead dust or other hazardous materials. The Contractor's insurers (including the workers compensation insurer) will be required to waive subrogation rights against the Owner, its affiliates, subsidiaries, employers, agents, and Representatives. The Contractor will further defend, indemnify and hold harmless the Owner, its affiliates, subsidiaries, employees, agents and Representatives from and against any claims, damages, losses, fines and expenses (including, without limitation, attorney's fees and claims in the nature of workers compensation or claims made by carriers of workers compensation insurance) resulting from the Work or exposure to asbestos, asbestos-containing materials, lead dust or other hazardous material. Before the commencement of Work, each employee of Contractor or other persons authorized or allowed by Contractor to enter the area of the Work will be required to execute a Waiver of Claims in form and substance satisfactory to Owner and its counsel. The Contractor agrees to indemnify and hold harmless the owner against claims, damages, judgements, or expenses resulting from a claim that any material, equipment, or service provided by the Contractor infringes a copyright, patent, trademark, intellectual property, or other proprietary right, or constitutes unfair competition or misuse of a trade secret or confidential information belonging to a third party.

3.18.4 The Contractor will indemnify and hold harmless the Owner and all its officers, agents, and employees from all suits, actions or claims or any inquiries

or damages received or sustained by any person, persons or property by or from the act or acts of said Contractor, or by or in consequence of any negligence in safeguarding the work, or through the use of unacceptable materials in constructing the work, or by or on account of any act of omission, neglect, or deed of said Contractor, or from any claims or amounts arising or recovered under Workman's Compensation Law or any other law, by-law, ordinance, order, or decree and so much of the money due the said Contractor under and by virtue of this Contract Specification Document, as shall be considered necessary by the Owner, may be retained for the use of the Owner or, in case no money is due, his Surety shall be held until such suit(s), action(s), or claim(s) for injuries or damages as thereby said, shall have settled and suitable evidence to that effect furnished by the Owner. The Contractor will indemnify and hold harmless the Owner from all losses caused by or on account of any claims or amounts received for any infringement of patent, trademark, or copyright.

3.18.5 The unauthorized use by the Contractor or of public or private property for any purpose can be considered an injury or damage to the property so used.

2.18.6 Where the Owner is joined as a party defendant in any aforesaid suit(s) or action(s) on account of any aforesaid claim(s) for any such injuries or damages arising from the work or connected with the work, the Contractor will be obligated to fully indemnify and hold harmless the Owner from the liability therein and to further accept the tender of the defense of any such suit(s) or action(s) at the Contractor's own separate cost and expense and if the Contractor, in any such instance(s) shall unduly fail or refuse upon due notice and demand as the same may be given by the Owner to assume the defense of the Owner therein, and the Owner itself will supply such defense then and thereupon the Contractor shall, on such account and in addition to all other liability of the Contractor to the Owner on the premises, pay to the Owner the following sum on account, and for compensation for the Owner's cost and expense in providing such defense, as compiled and set forth herein as follows:

All real costs incurred by the Owner in participating in such action, including required investigative expenses and any costs of the Owner by reason of any discovery procedures undertaken in such action. Reasonable attorney's fees for any appearance in Court. These fees shall be those established by the State Bar Association as a minimum fee schedule.

The Owner may retain any amount due under the Contract or any amount which will become due under the Contract in satisfaction of any costs or charges incurred by the Owner in accordance with the foregoing schedule of charges when the Owner is required to participate in any lawsuits as aforementioned and provided growing out of or caused as a result of the operations of the Contractor done in the performance of the specified Contract.

3.18.7 The Contractor agrees that it shall be his duty to notify the Owner in writing immediately by service of notice upon the Owner's attorney of the existence of any claims, other than those arising under the Workman's Compensation Act or possible claims either because of personal injury or property damage, which claims arise as a result of this (the Contractor's or Subcontractor's) operations in the performance of the Contract.

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

4.1 Architect

Delete 4.1.1

Add the following:

4.1.1 The Architect, as referenced in this Project Specification Manual, will mean the asbestos and lead abatement project designer. The Project Designer responsible for this specification is Midwest Environmental Consulting, L.L.C. The term "Architect" means the Architect or the Architect's authorized Representative.

4.2 Architect's Administration of the Contract

Delete 4.2.2

Add the following:

4.2.2 The Architect shall visit the site at intervals appropriate to the stage of the abatement project to become generally familiar with the progress and quality of the completed Work. The Architect will evaluate the Work being performed as a means to determine if the Work, when completed, will be in accordance with the Contract Specification Documents. The Architect will keep the Owner informed of the Progress of the Work and shall endeavor to guard the Owner against defects and deficiencies in the Work.

ARTICLE 5: SUBCONTRACTOR

5.2 Award of Subcontracts and Other Contracts for Portions of the Work

Delete 5.2.1

Add the following:

5.2.1 Unless otherwise stated in the Contract Specification Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, will furnish in writing to the Owner any variation from the original list of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect has reasonable objection to any such proposed person or entity following a reasonable investigation.

Add the following paragraph:

5.2.2.1 Notice of no reasonable objection will in no way be construed to indicate prior acceptance or approval of materials or equipment for which such persons or entities may be agents or Representatives and will not relieve the Contractor from full and complete responsibility for the quality of Work and performance of those with whom he executes a contract.

Proof of Insurance:

Before the execution of the Owner-Contractor agreement, the Contractor will furnish the Owner with satisfactory proof of the existence and carriage of insurance of the kinds and in the amounts specified above. The proof of insurance will be in such form as the Owner's attorney may require and, unless otherwise provided by the Owner in writing, the proof of insurance will consist of certified specimen copies of the insurance policy or policies, which specimen copies have been approved by the Owner's attorney and filed with the Owner.

Cancellation:

All such proof of insurance required herein shall state that thirty (30) days' written notice shall be given to the Owner by service of such notice upon the Owner's Representative before any insurance is changed or canceled. In the absence of written consent by the Owner, the Contractor will not proceed with the work contemplated by the Contract beyond the period of coverage afforded by a

canceled insurance policy until the required insurance coverage has been procured, approved, and filed with the Owner as a replacement for such canceled insurance coverage.

INFRINGEMENT OF ADJOINING PROPERTY

The Contractor(s) are to exercise due care to insure that infringements on adjoining property is avoided in the process of work under this contract. Any damage resulting from infringement on adjoining property must be made good immediately by the Contractor at his own expense.

The Contractor(s) are obligated to replace, restore or re-arrange, in a manner satisfactory to the Owner or officers in charge, any components of lawns, streets, pavements, curbs, sidewalks, boulevards such as, but not limited to: lamp posts, poles, conduits, wires, hydrants, underground mains of other property owners, etc. which have been removed, displaced, disturbed or interfered with as the result of work under the contract.

The Contractor is the prime coordinator of the work and is responsible to notify other Subcontractors within a reasonable amount of time of the work required to be built in, around, over, etc. of their work so as not to delay or impede the work.

The Contractor is responsible for overseeing and providing direction of the work of any Subcontractor he may employ, the same as that work which he directly furnished himself.

The Contractor and all Subcontractors are to cooperate to prevent damages to each other or the Owner's interests. Any such damage must be paid for by the responsible Contractor or Subcontractor.

Should the Contractor cause damage to any other work or person employed on the work, the Contractor agrees, upon due notice, to settle with such person by agreement or arbitration, if such person will settle. The Contractor agrees to defend any suits at his own expense and pay all costs arising thereof without any cost to the Owner. The Contractor shall leave all required openings and cooperate with Subcontractors and other trades in locating or building in proper sleeves, hangers, conduits, inserts, anchors, grounds, items of equipment, supports or recesses, occurring in, attached to, or passing through street, concrete or masonry floors, walls, partitions, or structural members. The Subcontractors shall supply, cooperate, and coordinate in locating above items required by their work so no delay occurs.

DRAWINGS AND SPECIFICATIONS

If the drawings or specifications require work to be done in a manner which, in the Contractor's opinion, make it impossible to produce first-class work, he is expected to request an interpretation from the Owner or Owner's Representative before proceeding with the Work. If the Contractor fails to make this request, no excuse will hereafter be entertained for failure to execute work in a satisfactory manner. If discrepancies are discovered in or between drawings and specifications, Contractor is deemed to have estimated his cost on the more expensive material or method of doing the work unless he has, before submitting his proposal, asked for and received a written decision clarifying which material or method will be maintained.

RETAINAGE

Retainage will be 10% until substantial completion.

TEMPORARY FACILITIES

The Contractor will be provided space within the building for his office. He will not be allowed to install a telephone for his use and that of his Subcontractors. Toll charges are to be charged to the person making the calls.

The Contractor will be required to maintain his own storage area on the site inside the building.

Existing toilet facilities within the building will be available for use of workmen on the job. The Contractor will be responsible for the cleanliness of the designated toilet facilities.

TEMPORARY ELECTRIC POWER

The Contractor shall provide, install, and maintain all facilities for temporary power required for normal work under this Contract. The Owner will pay for all energy charges required. The Contractor shall provide the temporary service for the use of all Subcontractors and other trades. Where work requires unusual amounts of power, such as welding, cutting, pumping, etc. the Contractor using the power will make arrangements to compensate the Owner.

TEMPORARY WATER

The contractor will provide, install, and maintain all facilities for water needed for construction of the project. The Owner will pay all water charges related to the completion of the project.

USE OF THE FACILITY BY THE OWNER

Means of ingress or egress in buildings or offices shall not be blocked for any reason or hamper the normal operation of the building in any way unless permission is first obtained from the Owner.

The Contractor's materials, tools, supplies, or debris will not be stored or allowed to accumulate in hallways or office areas. The Owner assumes no liability or responsibility whatsoever for any damage, destruction, theft, or other acts which may occur to the Contractor's material or equipment as a result of his negligence.

Contractual work will be conducted Monday through Friday from 7:00 a.m. to 5:00 p.m. during the project period by arrangement with the Owner. The Owner shall be responsible for making the facility available to the Contractor 11 hours a day, as needed to complete the project within the time schedule. The Owner shall be responsible for any additional expenses for staffing the building on this schedule. The Contractor must propose to the Owner a definite schedule so that the Owner can arrange for appropriate staffing. Any changes to the schedule must be approved by the Owner and submitted by the Contractor not less than 24 hours before the anticipated change.

CHANGE ORDERS

The Owner, without invalidating the Contractor's bid, may make changes by adding to or deleting from the amount of the bid to form the Contract providing such conditions and deductions from the face of the bid are based on the unit prices or alternates used to make up the bid.

Likewise, if the Contract is awarded, the Owner may, without invalidating the Contract, make changes by altering, adding to, or deleting from the work, the Contract Sum being adjusted accordingly. All such work will be executed under the conditions of the original Contract, except for any claims for extension of time caused herein will be adjusted at the time of ordering such change. Except as provided, no change affecting the original Contract cost will be made unless in pursuance of a written order, and no claim for an

addition to the Contract Sum shall be valid unless so ordered. The Owner's Representative will not issue a written order without authority from the Owner.

When unit prices are not quoted and value of changes or extra work is determined by estimate and acceptance in a lump sum, by cost and percentages or by cost and fixed fee, the percentages for overhead and profit or commission to be allowed for net increases shall in no case exceed the following:

	Profit & Overhead Commission
To Contractor for work performed by his own forces	15%
To Contractor for work performed by someone other than his own forces	5%
To Subcontractor for work performed by his own forces	15%
To Subcontractors for work performed by someone other than his own forces	5%

For Change Orders, these percentages shall include, but not be limited to, insurance (other than mentioned under costs), wages of field office supervisors and assistants, time keepers, clerks, and watchman, use of hand tools, average job engineering, stakeout and layout, incidental job burdens, general office expenses, administration costs including such costs when related to reasonable extension of time if extension of Contractor time is necessary because of changes and other expenses not included under "Costs".

Costs will be computed to include the actual cost of labor (including pro-rated charges for foremen), materials, entering permanently into the work (including cost of transportation), ownership or rental cost of construction plant and equipment during the time of use for the extra work, power and consumable supplies for the operation of power equipment: Worker's Compensation insurance and labor benefits required under collective bargaining, Social Security and old age and unemployment insurance; and bond premiums.

Percentages for overhead, profit and commission shall not be allowed on sales tax, insurance, or bond premiums.

CUTTING AND PATCHING

All cutting and patching required for this work must be done by the Contractor. No cutting of structural members will be permitted without specific approval of the Owner or Owner's Representative.

End of Section 00730

SECTION 00800

ADDITIONAL ARTICLES

The following articles are incorporated into the Contract Specification Documents as conditions of the Contract.

AFFIRMATIVE ACTION

The Contractor will become acquainted with the Affirmative Action Program of the Owner and will ensure each of his Subcontractors are familiar with the program. The Contractor, along with each Subcontractor, will provide a statement of acknowledgement that every effort will be afforded to provide equal employment regardless of race, sex, color, religious beliefs, or sexual preference.

Noncompliance by the Contractor with the provisions of this section shall be deemed a default by the Contractor and a breach of his Contract, giving rise to any legal remedies available to the Owner.

NO SMOKING POLICY

No person may smoke or use a tobacco product (1) in any building or upon any grounds which are owned (or leased) and occupied by the Owner. The term "smoke" shall include smoking a cigarette, e-cigarette, cigar, or pipe or carrying a lighted cigarette, cigar or pipe, The term "use of a tobacco product" shall include the chewing of tobacco or snuff or the consumption of any other tobacco product. The utilization of any smoke or tobacco cessation product, as long as it does not generate smoke, is not prohibited under this policy.

End of Section 00800

SECTION 00850 DRAWINGS

The following Drawings are hereby made a part of the Contract Specification Documents, whether bound with this Manual or included separately, by reference.

Drawings are for visual effect and reference only and may be used to locate elements described in the narrative Summary of the Work in Section 01013 to guide site inspection and to facilitate planning and scheduling. No assumptions will be drawn from any quantity, dimension, detail, or description on the Drawings as to the exact or actual extent of the Work of this project.

SCHEDULE OF DRAWINGS

<u>Sheet Number</u>	<u>Description</u>
	Full-to-scale floor plans to be provided at walk-through

SECTION 01013 – SUMMARY OF WORK – LEAD & ASBESTOS ABATEMENT

RELATED DOCUMENTS:

Drawings, general provisions of Contract, including General and Supplementary Conditions, Modifications to Conditions, Additional Articles (when applicable) and other Division 1 Specification Sections, apply to work of this section.

PROJECT/WORK IDENTIFICATION

General: Project Name: Willmar Auditorium, 311- 6th Street SW, Willmar, Minnesota. Lead & Asbestos Abatement (or demolition) 2023 as shown on the Contract Document prepared by Owner's Representative, Midwest Environmental Consulting, L.L.C. Drawings and Specifications are dated April 14, 2023.

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:

- Applicable codes and regulations

- Notices and Permits

- Existing site conditions and restrictions on the use of the site

- Alterations and coordination with existing work

- Work to be performed concurrently by separate contractors

- Work to be performed subsequent to work under Contract

- Alternates

- Allowances

- Pre-negotiated equipment/material orders assigned as work of this Contract

- Pre-purchased subcontractors for the Contract, with subcontract amounts included in the Contract Sum

Requirements for partial Owner occupancy prior to substantial completion of the Construction Work.

Summary for References: Work of the Contract can be summarized by reference to the Contract, General Conditions, Supplementary Conditions, Modifications to General Conditions, Specification Sections, Drawings, addenda, and modifications to the Contract Document issued subsequent to the initial printing of this project manual and including, but not necessarily limited to, printed material reference by any of these. Work of the Contract is also unavoidably affected or influenced by governing regulations, natural phenomenon, including weather conditions and other forces outside the contract documents.

Abbreviated Written Summary: Briefly and without force and effect upon the contract documents, the work of the Contract can be summarized as follows:

OPTION 1:

General Requirements: The Contractor performing work on this project will be required to be, at a minimum, an EPA Certified Renovation Firm or be licensed with the Minnesota Department of Health (MDH) as an Asbestos Firm and have Certified Asbestos Abatement Supervisor(s) and Certified Asbestos Workers. In addition, because this property has been and will be operated as a “Child Occupied Facility,” the Contractor performing the lead remediation work will be required to be a Certified Lead Firm with MDH and have Licensed Lead Abatement Supervisor(s) and Licensed Lead Abatement Workers perform all related lead clean-up of lead dust and disturbances of known or presumed lead coated surfaces. If the work is to be done by an EPA Certified Renovation Firm, all personnel on site must be trained as Certified Renovators or be licensed Minnesota Lead Abatement Workers or Lead Abatement Supervisors.

The Contractor will be responsible for all associated costs for re-testing of failed clearance testing for asbestos and lead dust. This includes, but is not limited to, Contractor labor costs, cleaning supplies, additional time & materials and the costs associated with the Owner’s Representative for re-testing (including site time, travel time, asbestos, or lead dust sample analysis) at no additional cost to the Owner. The additional costs associated with failed clearances will be deducted from the Contractor’s Contract Sum by the Owner.

All waste generated during the project will be collected and disposed of in accordance with Minnesota Pollution Control Agency (MPCA) requirements. All waste water will be filtered to a minimum of (5) five microns filter system prior to

being sewaged into a sanitary sewer system (if allowed by the City of Willmar) and following any requirements mandated by the City of Willmar Waste Treatment Facilities – Jason Lindahl, Superintendent, 3000 – 75th Street SW, Willmar, Minnesota (phone: 320-235-4760). If testing requirements set forth by the Willmar Waste Treatment Facility finds that the waste water cannot be disposed of into the sanitary sewer system, the Contractor will be required to dispose of the waste as hazardous waste.

The property is on the Historical Registry. The Contractor will be responsible for limiting damage to existing surfaces (other than those surfaces required to be disturbed during the removal of doors and wood paneling). Where demolition of plaster walls or ceiling are required, the Contractor will leave a straight edge cut for the renovation Contractor who will be responsible for the restoration work following the environmental remediation. To the extent feasible, ceiling tile grid wires shall be disconnected and not cut – wires are to remain. Light fixtures will be cleaned and protected during the work activities. The newer installed LED light systems are to be removed and provided to the City of Willmar. The original fluorescent light fixtures, ballasts and bulbs are to be removed, disposed of, and recycled in accordance with current regulatory requirements. All oil filled door closures are to be removed and properly disposed of. The first floor Memorial Room has murals that will require protection from damage. The Contractor will use extra care during the cleaning of this room area.

The Scope of Work for this project includes, but is not limited to, cleaning of all vertical and horizontal surfaces within the Willmar Auditorium which are not being removed from within the facility with the exception of the attic area. The cleaning will include walls, ceilings, light fixtures, windows, floors, doors, framing, furniture, basketball back boards & transoms, balcony seating, electrical boxes, ricochet panels & collection pit, target partitioning, trolley rails, shower stalls, bathroom sinks & toilets, metal lockers, etc. The approximated square footage of all levels is, 38,448square feet of floor space.

The Contractor will be responsible for the removal of porous materials which includes, but is not necessarily limited to, carpet and ceiling tile (drop-in and glued on systems with the exception of the gymnasium ceiling tile.) The work will include removal of gun range sound baffles and ammunition stop blocks. The Contractor will remove carpeted floor covering. The gymnasium floor is to be protected. All terrazzo floors & stairs are to be protected.

The Scope of Work will include the cleaning of all supply and return duct systems within the facility which were installed in 2015. The fresh air ducts on the east side exterior will remain and be capped where it enters the building in the basement level. (Reference the Mechanical Plans – Note: mechanical plans may not be as-built currently in the building.)

The Contractor will be responsible for the removal of the following asbestos containing materials:

- Second Floor NW Room: wood paneling & associated mastic - approximately 180 ft²
- Second Floor West Office (north & south of stairwell): wood paneling & associated mastic – approximately 480 ft²
- Second Floor West, Southwest Room: wood paneling & associated mastic – approximately 448 ft²
- Third Floor, Southwest Room (west side north of big room): wood paneling & associated mastic – approximately 200 ft²
- Second Floor, Northeast Room (east side): wood paneling & associated mastic – approximately 432 ft²
- Exterior door systems: caulk – approximately 10 door systems
- Window systems: caulk – approximately 64 window systems
- Scattered Parapet caps: caulk – approximately 30 linear feet
- The contractor will maintain the property in weather tight condition
- NOTE: if during demolition asbestos, thermal system insulation is found, work must be stopped until removal of the thermal system insulation is completed. Most asbestos which was accessible was removed in 2014. Walls were not disturbed as a part of the project in 2014. The ceiling area beneath the gym was also not disturbed as a part of the project in 2014.

The Contractor will be responsible for the removal of all associated fasteners during the removal of cabinets, baseboards, nailed on, screwed on or stapled. The surfaces should be suitable for re-installation at the completion of the work.

The Contractor will do asbestos air sampling. The owner's representative will conduct lead dust clearance testing.

NOTE: ANY ESTIMATED QUANTITIES PROVIDED IN THIS SUMMARY ARE FOR REFERENCE ONLY AND ARE IN NO SENSE WARRANTED OR BINDING. IT REMAINS THE RESPONSIBILITY OF THE CONTRACTOR TO

FIELD VERIFY PREVAILING CONDITIONS IN ORDER TO DETERMINE THE ACTUAL AMOUNTS OF MATERIAL AND EXTENT OF AREAS AFFECTED BY THE SUMMARY AND THE SPECIFICATIONS. NO ADDITIONS TO THE CONTRACT SUM WILL BE ALLOWED DUE TO THE FAILURE OF THE CONTRACTOR TO PROPERLY ASSESS THE SCOPE OF THE WORK. ANY DISCREPANCIES NOTED BETWEEN THE SUMMARY AND OBSERVED CONDITIONS MUST BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE PRIOR TO SUBMITTING A BID, EXECUTING THE AGREEMENT OR COMMENCING THE WORK, AS APPROPRIATE TO THE STAGE AT WHICH THE DISCREPANCY IS NOTED.

The work includes the removal (encapsulation, enclosure) of asbestos-containing materials according to the requirements of the following specification sections in the sequence noted:

General and Administrative Requirements: are set forth in the following specification sections:

- 01013 Summary of the Work – Asbestos Abatement
- 01028 Application for Payment
- 01043 Project Coordination – Asbestos Abatement
- 01091 Definitions and Standards – Asbestos Abatement
- 01301 Submittals
- 01601 Materials and Equipment – Asbestos Abatement
- 01632 Product Substitutions
- 01701 Project Closeout – Asbestos Abatement

Abatement Work: requirements are set forth in the following specification sections, listed here according to the sequence of the work.

01092 Codes, Regulations and Standards – Asbestos Abatement: sets forth governmental regulations and industry standards which are included and incorporated herein by reference and made a part of the specification. This section also sets forth those notices and permits which are known to the Owner and which either must be applied for and received, or which must be given to governmental agencies before start of work.

01503 Temporary Facilities – Asbestos Abatement: sets forth the support facilities needed such as electrical and plumbing connections for the decontamination unit and office space for the Project Administrator.

01526 Temporary Enclosures: details of the requirements for the sheet plastic barriers isolating the work areas from the balance of the building.

01410 Test Laboratory Services: describes air monitoring by Owner so that the building beyond the work area will remain uncontaminated. Air monitoring to determine required respiratory protection is the responsibility of the Contractor.

01563 Decontamination Units: explains the setup and operation of the personnel and material decontamination units.

01513 Temporary Pressure Differential and Air Circulation System: sets forth the procedures to set up pressure differential isolation and ventilation of the work area.

01560 Worker Protection – Asbestos Abatement: describes the equipment and procedures for protecting workers against asbestos contamination and other workplace hazards except for respiratory protection.

01562 Respiratory Protection: sets forth the procedures and equipment required for adequate protection against inhalation of airborne asbestos fibers.

Asbestos Removal Work Procedures: are described in the following specification sections:

02081 Removal of Asbestos-Containing Materials

02084 Disposal of Asbestos-Containing Waste Materials

02085 Removal of Interior Non-Friable Asbestos-Containing Materials

Encapsulation Procedures: are described in the following:

09805 Encapsulation of Asbestos-Containing Materials

Decontamination of the Work Area: after completion of abatement work is described in the following sections:

01711 Project Decontamination; describes the sequence of cleaning and decontamination procedures to be followed during removal of the sheet plastic barriers isolating a work area.

01714 Work Area Clearance: describes the analytical methods used to determine if the work area has been successfully cleaned of contamination.

01701 Project Closeout: details the closeout procedures to end the project once abatement work is complete including final paperwork requirements.

Repair and Maintenance: procedures are specified in the following sections. Generally these involve activities where asbestos fibers are collected at the point of generation so that enclosure of an area with plastic barriers is unnecessary:

01527 Regulated Areas

01529 Small-Scale Short-Duration Work

01562 Respiratory Protection

01528 Entry Into Controlled Areas

PLAN OF ACTION:

Submit a detailed plan of the procedures proposed for use in complying with the requirements of this specification. Include in the plan the location and layout of decontamination areas, the sequencing of asbestos work, the interface of trades involved in the performance of work, methods to be used to assure the safety of building occupants and visitors to the site, disposal plan including location of approved disposal site, and a detailed description of the methods to be employed to control pollution. Expand upon the use of portable HEPA ventilation system, closing out of the building's HVAC system, method of removal to prohibit visible emissions in the work area, and packaging of removed asbestos debris. The plan must be approved by the Owner's Representative prior to commencement of work.

INSPECTION:

Prior to the commencement of work, inspect areas in which work will be performed. Prepare a listing of damage to structure, surfaces, equipment or surrounding properties 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.

POTENTIAL ASBESTOS HAZARD:

The disturbance or dislocation of asbestos-containing materials may cause asbestos fibers to be released into the building's atmosphere, thereby creating a potential health hazard to workmen and building occupants. Appraise the General Contractor, all workers, supervisory personnel, subcontractors, and consultants who will be at the job site of the seriousness of the hazard and of proper work procedures which must be followed.

Where in the performance of the work, workers, supervisory personnel, subcontractors, or consultants may encounter, disturb, or otherwise function in the immediate vicinity of any identified asbestos-containing materials, the Owner's Representative will take the required area samples as necessary to protect all building occupants from the potential hazard of exposure to airborne asbestos. Such measures shall include the procedures and methods described herein, and compliance with regulations of applicable federal, state, and local agencies.

General: The Contractor shall limit his use of the premises to the work indicted, so as to allow for Owner, Owner's Representative, General Contractor, and Subcontractors access for needs of the Contractor, confirming conditions of concern, and to associated Governmental Agencies who may conduct site visits.

STOP WORK

If the Owner, the Owner's Representative, or the Project Administrator presents a written stop work order, immediately and automatically stop all work. Do not re-commence work until authorized in writing by Owner's Representative.

ASBESTOS SURVEY REPORT – ATTACHMENT

The revised asbestos survey report dated March 27, 2023, is included as reference with this specification.

LEAD TEST RESULTS - ATTACHMENT

Lead testing results from Midwest Environmental Consulting, LLC, Braun Intertec and Green Bay Lead, Inc. are included as references to the contract specification.

OWNER OCCUPANCY:

Partial Owner Occupancy: The owner reserves the right to place and install equipment as necessary in areas of the building in which all asbestos/lead abatement and project decontamination procedures have been completed, and to occupy such completed areas prior to substantial completion, provided that such occupancy does not substantially interfere with completion of the work. Such placing of equipment and partial occupancy shall not constitute acceptance of the work or any part of the work.

SUBMITTALS:

Before the Start of Work: Submit the following to the Owner's Representative for review. Do not begin work until these submittals are returned with the Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use or final-but-restricted use.

Plan of Action: Submit a written report in the same manner as product data.

Inspection: Report on inspection carried out as required by this section. Include copies of all photographs, video tapes, etc. Submit in the same manner as product data.

PLAN OF ACTION:

Submit a detailed job-specific plan of the procedures proposed for use in complying with the requirements of this specification, Minnesota Department of Health regulations, Environmental Protection Agency regulations, and OSHA regulations. Include in the plan the location, size, layout and details of the work areas and worker decontamination facilities. Include the sequencing of abatement work, the interface of trades involved in the performance of work, methods to be used to assure the safety of building occupants and visitors to the site, disposal plan including location of approved disposal site, and a detailed description of the methods to be employed to control pollution. Method of removal to reduce lead dust generation in the work area, and packaging of removed lead paint, dust, and debris. Describe the methods that will be used to comply with OSHA requirements including submission of exposure monitoring to demonstrate adequacy of respiratory and worker protection equipment selected. The plan must be approved by the Designer prior to commencement of work.

EXAMINATION

Prior to the commencement of work, examine areas in which work will be performed with the Designer. Prepare a listing of damage to structure, surfaces, equipment or surrounding properties which could be misconstrued as damage resulting from the work. Photograph or videotape existing conditions as necessary to document conditions and submit to Designer prior to starting work.

POTENTIAL LEAD HAZARD

The disturbance or dislocation of lead-based painted materials may cause lead dust to be released into the building's atmosphere, thereby creating a potential health hazard to workers, and building occupants. Apprise all workers, supervisory personnel, subcontractors, and consultants who will be at the job site of the seriousness of the hazards and of proper work procedures which must be followed.

Where in the performance of the work, workers, supervisory personnel, subcontractors, or consultants may encounter, disturb, or otherwise function in the immediate vicinity of any identified lead-based paint or lead dust, take appropriate continuous measures as necessary to protect all building occupants from the potential hazard of exposure to lead dust. Such measures shall include the procedures and methods described herein, and compliance with regulations and guidelines of applicable federal, state, and local agencies.

STOP WORK

If the Owner presents a written or verbal stop work order, or if stop work levels as set forth in the Contact Documents are exceeded, immediately and automatically stop all work. Do not re-commence work until authorized in writing by the Owner or Designer.

WORK SEQUENCE

The Work will be conducted in multiple phases to be established in coordination with the Owner's Representative. The Contractor will provide a bar chart with proposed phasing of work activities with assumption that work can be completed in ten to twelve (10 - 12) working days, Monday through Friday.

Phase 1: 3rd Floor – remove asbestos containing glue from glued on wood paneling wall panels, lead dust clean-up, and remove lead contaminated porous materials. The City will remove desks, computers, or other equipment or miscellaneous items prior to the start of the project.

Phase 2: 2nd Floor – remove asbestos containing wood paneling & mastic, remove carpet from the NW room, and lead dust clean up throughout. The City will remove furniture, appliances, computers, and other miscellaneous items prior to the start of the project.

Phase 3: 1st Floor – lead clean-up throughout. If the building is to be renovated, the Memorial Room has historical significance. The City will remove furniture, cleaning supplies, paints, mats, and stored items (including athletic equipment & gear) prior to the start of the project.

Phase 4: Basement Level – clean all surfaces including lockers, weight machines, target retrieval systems, bench rest and timers. Remove all rubber sound baffles and ammunition stop blocks. Remove and properly dispose of HEPA filters and secondary filters from the basement level air handlers.

The City will remove all furniture, cleaning supplies, electric non-operational motors, and unused floor & ceiling tile prior to the start of the project on all floors.

OPTION 2:

The scope of work in Option 2 will include, but not be limited to, the asbestos removal as identified in Option 1. The work will include the removal and proper disposal of all rubber sound baffles (approximately 1,064 ft²) and rubber stop blocks (approximately 387 ft²) in the gun firing range, the removal of the target retrieval equipment and associated bench rest systems and electronic time in the gun range observation room. The work will also include the removal and proper disposal of all HEPA filters from the gun range air handler including all secondary filters (approximately 16 filters).

The Contractor will be responsible for the removal and proper disposal or recycling of all fluorescent and LED light fixtures and associated bulbs throughout (approximately 104 fluorescent light fixtures with bulbs, approximately 28 fluorescent bulbs, approximately 185 LED light fixtures with bulbs, approximately 44 LED light bulbs, and approximately 23 Emergency light systems). The Contractor will be responsible for the removal of approximately 10 fire extinguishers, 1 water cooler, approximately 16 oil filled door closures, 1 mercury switch thermostat, approximately 7 towel dispensers, 1 hot water heater,

1 heat pump system, 1 water softener, 4 air handler electronic control units, 1 portable air conditioner, 1 window air conditioner, 2 scales, 11 banks of metal lockers, 8 metal benches, 2 electric wall heaters, and all smoke alarms.

The building structure is made of concrete block and has plaster walls & ceilings. The trusses are metal with wood joists. The roof deck is wood with a light pitch, fiberboard, and rubber roof membrane. The structure is approximately 100' X 144'.

All non-building materials are to be removed prior to demolition of the structure. The City of Willmar will remove or arrange to be moved all furniture, appliances, refrigerators, microwaves, air conditioners, electronic monitoring systems, and computers. Furniture removal will include desks, chairs, shelving units, non-affixed storage units, athletic equipment & gear, roll carts, floor cleaning equipment, cleaning & painting supplies, matts, loose rugs, trash cans & towel dispensers.

The demolition contractor will be responsible for protecting adjoining properties and structures during the demolition process. The demolition contractor will have a minimum of two (2) years of experience with similar sized projects.

Lead contaminated duct systems can be recycled. All other building materials are considered to be demolition debris and can be transported to a permitted demolition landfill.

General: During the construction period the Contractor shall have full use of the premises for construction operations, including use of the site. The Contractor's use of the premises is limited only by the Owner's right to perform work or to retain other contractors on portions of the Project.

Use of Site: Limit use of the premises to work in areas indicated. Confine operations to areas within the contact limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.

Owner Occupancy: Allow for Owner limited use.

Entrances: Keep entrances serving the premises clear and available to the Owner, the Owner's employees, and emergency personnel at all times. Do not use these areas for storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site. Lock automotive type vehicles, such as passenger cars and trucks and other mechanized or motorized construction equipment, when parked and unattended,

so as to prevent unauthorized use. Do not leave such vehicles or equipment unattended with the motor running or the ignition key in place or accessible to unauthorized persons.

Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and location of storage to the areas indicated. If additional storage is necessary obtain and pay for such storage off site.

Use of the Existing Building: Maintain the existing building in a weather-tight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period.

Keep public areas, such as hallways, stairs, and toilet room free from accumulation of waste, rubbish, or construction debris.

No Smoking or open fires (except for demolition of air handling unit, if required) will be permitted within the building enclosure or on the premises.

Use of Toilet Room: Except for toilet rooms designated for use by the Contractor's personnel, use of existing toilets within the building by the Contractor and his personnel will not be permitted. If the demolition option is chosen, the contractor will provide satellite bathrooms for the duration of the project.

OCCUPANCY REQUIREMENTS

Partial Owner Occupancy: The Owner reserves the right to occupy and to place and install equipment in completed areas of the building prior to Substantial Completion, provided such occupancy does not interfere with the completion of the Work. Such placing of equipment and partial occupancy shall not constitute acceptance of the total Work. If the demolition option is chosen, the Owner will have vacated the structure.

SUBMITTALS

Before the Start of Work: Submit the following to the Designer for review. Do not begin work until these Submittals are returned with Designer's action stamp indicating that the submittal is return for unrestricted use or final-but restricted use.

Plan of Action: Submit as a written report in the same manner as product data

Inspection: Report on inspection carried out as required by this section. Include copies of all photographs, video tapes, etc. Submit in the same manner as product data.

Alternative Methods: Submit any alternative methods proposed to accomplish the work of the contract.

End of Section 01013

SECTION 01028 – APPLICATION FOR PAYMENT – ASBESTOS ABATEMENT

RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions, Modifications to Conditions, Additional Articles (when applicable) and other Division 1 – Specification Sections, apply to this Section.

SUMMARY

This section specifies administrative and procedural requirements governing the Contractor's Application for Payment.

Coordinate the Schedule of Values and Applications for Payment with the Contractor's Construction Schedule, List of Subcontracts, and Submittal Schedule.

The Contractor's Construction Schedule and Submittal Schedule are included in Section 01301 "Submittals".

SCHEDULE OF VALUES

Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:

- Contractor's Construction Schedule
- Application for Payment Form
- List of Subcontractors
- Schedule of Allowances
- Schedule for Alternates

List of Products
List of Principal Suppliers and/or Fabricators
Schedule of Submittals

Submit the Schedule of Values to the Owner's Representative at the earliest feasible date, but in no cases later than 5 days before the date scheduled from submittal of the initial Application for Payment.

Sub-Schedules: Where the Work is separated into phases that require separately phased payments, provide sub-schedules showing values correlated with each phase of payment.

Format and Content: Use the Project Manual Table of Contents as a guide to establish the format for the Schedule of Values.

Identification: Include the following Project identification on the Schedule of Values:

Project name and location
Name of the Owner's Representative
Project Number
Contractor's name and address
Date of submittal

Arrange the Schedule of Values in a tabular form with separate column to indicate the following for each item listed:

Generic name
Related Specification Section
Name of subcontractor
Name of manufacturer or fabricator
Name of supplier
Change Orders (numbers) that have affected value
Dollar Value
Percentage of Contract Sum to the nearest one-hundredth percent, adjusted to total 100 percent.

Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Break principal subcontract amounts down into several items.

Round amounts off to the nearest whole dollar; the total shall equal the Contract Sum.

For each part of the Work where an Application for Payment may include materials or equipment, purchased, or fabricated and stored, but not yet installed, provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

Unit-Cost Allowances: Show line item values of unit cost allowances as a product of unit cost times measured quantity as estimated from the best indication in the Contract Documents.

Margins of Cost: Show line items for indirect costs, and margins on actual costs, only to the extent that such items will be listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete including its total cost and proportionate share of general overhead and profit margin.

At the Contractor's option, temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown as separate line items in the Schedule of Values or distributed as general overhead expenses.

Schedule Updating: Update and resubmit the Schedule of Values when Change Orders or Construction Change Directives result in a change in the Contract Sum.

APPLICATIONS FOR PAYMENT

Each Application for Payment shall be consistent with previous applications and payments as certified by Owner's Representative and paid for by Owner. The initial Application for Payment, the Application for Payment at the time of Substantial Completion, and the final Application for Payment involve additional requirements.

Payment Application Times: Each progress payment date is as indicated in the Agreement. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.

Payment Application Forms: Use AIA Document G 702 and Continuation Sheets G 703 as the form for Application for Payment.

Application Preparation: Complete every entry on the form, including notarization and execution by person authorized to sign legal documents on behalf of the Owner. Incomplete applications will be returned without action. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions have been made.

Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the Application.

Transmittal: Submit (3) three executed copies of each Application for Payment to the Owner's Representative by means ensuring receipt within 24 hours, one copy shall be complete, including waivers of lien and similar attachments, when required. Transmit each copy with a transmittal form listing attachments, and recording appropriate information related to the application in a manner acceptable to the Owner's Representative.

Waivers of Mechanical Lien: With each Application for Payment submit waivers of mechanics liens from subcontractors or sub-contractors and suppliers for the construction period covered by the previous application. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item. When an application shows completion of an item, submit final or full waivers. The Owner reserves the right to designate which entities involved in the Work must submit waivers.

Waiver Delays: Submit each Application for Payment with the Contractor's waiver of mechanics lien for the period of construction covered by the application.

Submit final Application for Payment with or preceded by final waivers from every entity involved with performances of Work covered by the application who could lawfully be entitled to a lien.

Waiver Forms: Submit waivers of lien forms and executed in a manner acceptable to Owner.

Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:

- List of subcontractors
- List of principal suppliers and fabricators
- Schedule of Values
- Contractor's Construction Schedule (preliminary if not final)
- Schedule of principal products
- Schedule of unit prices
- Submittal Schedule (preliminary if not final)
- List of Contractor's staff assignments

- List of Contractor's principal consultants
- Copies of building permits
- Copies of authorizations and licenses from governing authorities for performance of the Work
- Initial progress report
- Certificated of insurance and insurance policies
- Performance and payment bonds (if required)
- Data needed to acquire Owner's insurance
- Initial settlement survey and damage report (if required)

Application for Payment at substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment; this application shall reflect any Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

Administrative actions and submittals that shall proceed or coincide with this application include:

- Occupancy permits and similar approvals
- Warranties (guaranteed) and maintenance agreements
- Test/adjust/balance records
- Maintenance instructions
- Start-up performance reports
- Change-over information related to Owner's occupancy, use, operation, and maintenance
- Final cleaning
- Application for reduction of retainage, and consent of surety
- Advice on shifting insurance coverages
- Final progress photographs
- List of incomplete Work, recognized as exceptions to Owner's Representative Certificate of Substantial Completion

Final Payment Application: Administrative actions and submittals which must precede or coincide with submittal of the final payment Application for Payment include the following:

- Completion of Project closeout requirements
- Completion of items specified for completion after Substantial Completion
- Assurance that unsettled claims will be settled
- Transmittal of required Project construction records to Owner

Disposal receipts, bills of lading and other required documentation of transportation and disposal of asbestos-containing waste and lead-containing waste or hazardous waste
Proof that taxes, fees, and similar obligations have been paid
Removal of temporary facilities and services
Removal of surplus materials, rubbish, and similar elements

End of Section 01028

SECTION 01043 – PROJECT COORDINATION – ASBESTOS & LEAD ABATEMENT

RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions, Modifications to General Conditions, Additional Articles (when applicable) and other Division – 1 Specification Sections, apply to this section.

SUMMARY

This Section specifies administrative and supervisory requirements necessary for Project coordination including, but not necessarily limited to:

Administrative and supervisory personnel
Progress Meetings
Pre-Construction Conference
Daily Log
Special Reports
Contingency Plans
Notifications to other entities at job site

Requirements for the Contractor's Construction Schedule are included in Section "Submittals."

ADMINISTRATIVE AND SUPERVISORY PERSONNEL:

General Superintendent: Provide a full-time General Superintendent who is experienced in administration and supervision of lead and asbestos abatement projects including work practices, protective measures for building and personnel, disposal procedures, et. This person is the Contractor's Representative responsible for compliance with all

applicable federal, state, and local regulations, particularly those relating to asbestos-containing materials and lead-based paint.

Experience and Training: The General Superintendent must have completed a course at an EPA State or authorize Training Center or equivalent certificate course in asbestos abatement procedures and have had a minimum of two (2) years on-the-job training is asbestos abatement procedures and will have previous experience in lead abatement projects and have an EPA or state authorized training for lead-based paint hazards.

Competent Person: The General Superintendent is to be a Competent Person as required by OSHA in 29 CFR 1926.62.

Accreditation: The General Superintendent is to be accredited as an Asbestos Abatement Supervisor in accordance with the AHERA regulation 40 CFR Part 763, Subpart E, Appendix C, and in accordance with the Minnesota Department of Health Rules 4761.2220 and 4761.2260.

Licensure: The General Superintendent is to be a certified site supervisor in accordance with Minnesota Department of Health Asbestos Rules, Part 4620.3300, and Lead Poisoning Prevention Rules 4761.2260, and EPA 40 CFR 745.90. A certified site supervisor must be present at all times during which lead and asbestos abatement work is being conducted.

Site Foreman: The Site Foreman assigned to the project will also be required to have licensure as a Lead Abatement Supervisor under the Minnesota Department of Health Lead Poison Prevention Rules 4761.2260 and EPA 40 CFR 745.90, and an Asbestos Abatement Supervisor Licensure, under Minnesota Department of Health Asbestos Abatement rules, 4620.3300.

PRE-CONSTRUCTION CONFERENCE:

An initial progress meeting recognized as “Pre-Construction Conference” will be convened by the Owner’s Representative prior to start of any work. The meeting will be at the project site, or as otherwise directed, with the General Superintendent, Owner, Owner’s Representative, Project Administrator, and other entities concerned with the lead hazard remediation and asbestos abatement work.

72 hours advance notice will be provided to all participants prior to convening the Pre-Construction Conference.

This is an organizational meeting, to review responsibilities and personnel assignments and to locate the containment and decontamination areas and temporary facilities including power, light, water, etc.

DAILY LOG:

Daily Log: The General Superintendent will be required to maintain within the Decontamination Unit a daily log documenting the dates and time of, but not limited to, the following items:

Meeting; purpose, attendees, brief discussion

Visitations; authorized or unauthorized

Personnel, by name, certificate (hard card), time and date, entering and leaving the work area

Special or unusual events, i.e. barrier breaching, equipment failures, accidents

Air monitoring tests and test results

Documentation of Contractor's Completion of the following:

Inspection of work area preparation prior to start of removal and daily thereafter

Removal of any sheet plastic barriers

Contractor's inspections prior to spray back, lock back, encapsulation, enclosure or any other operation that will conceal the condition of asbestos-containing or lead based paint materials or the substrate from which such materials have been removed. Removal of waste materials from work area

Decontamination of equipment (list items)

Contractor's final inspection

Provide one (1) copy of this log to the Project Administrator on a daily basis.

Submit copies of this log at final closeout of project as a project closeout submittal.

SPECIAL REPORTS

General: Except as otherwise indicated, submit special reports directly to Owner within on day of occurrence requiring special report, with copy to Owner's Representative and others affected by occurrence.

Reporting Unusual Events: When an event of unusual and significant nature occurs at site (examples: failure of pressure differential system, rupture of temporary enclosures), prepare and submit a special report listing chain of events, person participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. When such events are known or predictable in advance, advise Owner in advance at earliest possible date.

Reporting Accidents: Prepare and submit reports of significant accidents, at site and anywhere else work is in progress. Record and document data and actions; comply with industry standards. For this purpose, a significant accident is defined to include events where personal injury is sustained, property loss of substance is sustained, or where the event posed a significant threat of loss or personal injury.

Report Discovered Conditions: When an unusual condition of the building is discovered during the work (e.g. leaks, termites, corrosion) prepare and submit a special report indicating the condition discovered.

CONTINGENCY PLAN:

Contingency Plan: Prepare a contingency plan for emergencies including fire, accident, power failure, pressure differential system failure, supplied air system failure, or any other event that may require modification or abridgement of decontamination or work area isolation procedures. Include in plan specific procedures for decontamination or work area isolation. Note that nothing in this specification should impede safe exiting or providing of adequate medical attention in the event of an emergency.

Post: Post in the clean room of the Personal Decontamination Unit, telephone numbers and locations of emergency services including but not limited to fire, ambulance, doctor, hospital, police, power company, telephone company, etc.

NOTIFICATIONS

Notify other entities at the job site of the nature of the lead and asbestos abatement activities in accordance with OSHA 29 CFR 1925.1101 and 20 CFR 1926.62, including

location of asbestos-containing materials, lead containing materials, requirements relative to asbestos and lead set forth in these specifications and other applicable regulations. Contractor will provide a list of other employers on the site who have been informed of asbestos-related work activities.

Notify emergency service agencies including fire, ambulance, police, or other agencies that may service the abatement work site in case of an emergency. Notification is to include methods of entering work area, emergency entry and exit locations, modifications to fire notification or firefighting equipment, and other information needed by agencies providing emergency services.

Notification of Emergency: Any individual at the job site may notify emergency service agencies, if necessary, without effect on this Contract or the Contract Sum.

SUBMITTALS

Before the Start of Work: Submit the following to the Owner's Representative for review. No work shall begin until these submittals are returned with Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use or final-but-restricted use.

Contingency Plan: for emergency action.

Occupant Protection Plan/OSHA Written Compliance Plan

Telephone Numbers: and location of emergency services

Notifications: sent to other entities at the work site

Resume: of general superintendent

Accreditation: submit evidence in form of training course certificate of accreditation and associated licensure or certification of the General Superintendent as an Asbestos Abatement Supervisor and Lead Abatement Supervisor and an EPA accredited Certified Renovator.

Staff Names: Within 5 days of Notice to Proceed, submit a list of the Contractor's principal staff assignments, including the Superintendent and other personnel in attendance at the site: identify individuals, their duties, and responsibilities; list their addresses and telephone numbers.

Post copies of the list in the project meeting room, the temporary field office, and each temporary telephone

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

End of Section 01043

SECTION 01044 – COORDINATION – ASBESTOS/LEAD-BASED PAINT

a) RELATED DOCUMENTS

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

b) SUMMARY

- i) This Section includes administrative and supervisory requirements necessary for Project coordination including, but not necessarily limited to the following:
 - 1) General project coordination procedure
 - 2) Conservation
 - 3) Coordination Drawings
 - 4) Administrative and supervisory personnel
 - 5) Cleaning and protection
- ii) **Related Sections:** The following Sections contain requirements that relate to this Section:
 - 1) Division 1 Section “Submittals” for preparing and submitting the Contractor’s Schedule
 - 2) Division 1 Section “Materials and Equipment” for coordinating general installation
 - 3) Division 1 Section “Contract Closeout” for coordinating contract closeout

c) COORDINATION

- i) Coordinate construction operations included in various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections that depend on each other for proper installation, connection, and operation.
 - 1) Schedule construction operations in the sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.

- 2) Coordinate installation of different components to assure maximum accessibility for required maintenance, service, and repair.
- 3) Make provisions to accommodate items scheduled for later installations.
- ii) Where necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.
 - 1) Prepare similar memoranda for the Owner and separate contractors where coordination of their work is required.
- iii) **Administrative Procedures:** Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflict and ensure orderly progress of the Work. Such administrative activities include, but are not necessarily limited to, the following:
 - 1) Preparation of schedules
 - 2) Installation and removal of temporary facilities
 - 3) Delivery and processing of submittals
 - 4) Progress meetings
 - 5) Project closeout activities
- iv) **Conservation:** Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
 - 1) Salvage materials and equipment involved in the performance of, but not actually incorporated in, the Work.

d) ADMINISTRATIVE AND SUPERVISORY PERSONNEL:

- i) **General Superintendent:** Provide a full-time General Superintendent who is experienced in administration and supervision of lead-based paint and asbestos abatement projects including work practices, protective measures for building and personnel, disposal procedures, etc. This person is the Contractor's representative responsible for compliance with all applicable federal, state, and local regulations and guidelines, particularly those relating to lead-based paint and hazardous waste including requirements for demolition.
- ii) **Foreman:** Provide a Foreman to directly supervise and direct no more than 10 abatement workers. Each Foreman will act as the Competent Person as required by OSHA 29 CFR 1926.62 for the workers the foreman is directing. The Foreman has oversight authority over the workers and reports to the General Superintendent. If there are 10 or fewer abatement workers on the project, the General Superintendent may fill the Foreman's position.
- iii) **Experience and Training:** The General Superintendent and Foreman must meet all the requirements as a Competent Person as required by OSHA 29

CFR 1926.62 and OSHA 29 CFR 1926.1101 and training in accordance with AHERA 40 CFR Part 763 E, Appendix C. They must have completed training in Lead Paint Abatement as required in MDH 4761.2260 and EPA 40 CFR 745.90. The course shall meet the requirements of the HUD *Guidelines* and the EPA Model Accreditation Program for supervisors (40 CFR 745). There must also be at least one EPA Certified Renovator assigned to the project. The General Superintendent and Foreman must have experience with projects of similar type and size.

e) PRE-CONSTRUCTION CONFERENCE:

- i) An initial progress meeting recognized as “Pre-Construction Conference” will be convened by the Designer prior to the start of any work. Meet at project site, or as otherwise directed with General Superintendent, Owner, Designer, Project Administrator, and other entities concerned with lead abatement and asbestos abatement work.
 - 1) **Attendees:** Authorized representative of the Owner, Designer, and their consultants; the Contractor and its superintendent; major subcontractors; manufacturers; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
 - 2) 72 hours advance notice will be provided to all participants prior to convening the Pre-Construction Conference.
 - 3) This is an organizational meeting, to review responsibilities and personnel assignments, to locate regulated areas and temporary facilities including power, light, water etc.
 - 4) **Agenda:** Discuss items of significance that could affect progress, including the following:
 - a) Tentative construction schedule
 - b) Critical work sequencing
 - c) Designation of responsible personnel
 - d) Procedures for processing field decisions and Change Orders
 - e) Procedures for processing Applications for Payment
 - f) Distribution of Contract Documents
 - g) Submittal of Shop Drawings, Product Data and Samples
 - h) Preparation of record documents
 - i) Use of the premises
 - j) Parking availability
 - k) Office, work, and storage areas
 - l) Equipment deliveries and priorities
 - m) Safety procedures

- n) First aid
- o) Security
- p) Housekeeping
- q) Working hours

f) PROGRESS MEETINGS:

- i) **General:** In addition to specific coordination and pre-installation meetings for each element of work, and other regular project meetings held for other purposes, the Designer will hold general progress meetings as required. These meetings will be scheduled, where possible, at the time of preparation of the payment request.
- ii) **Attendees:** In addition to representatives of the Owner and Designer, the Contractor, each subcontractor, supplier, or other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the work. Require each entity then involved in planning, coordination, or performance of work to be properly represented at each meeting.
- iii) **Agenda:** Be prepared to discuss the following items at the progress meetings. Review other items of significance that could affect progress.
 - 1) Contractor's Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time or ahead or behind schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to insure that current and subsequent activities will be completed within the Contract Time.
 - 2) Review the present and future needs of each entity present, including the following:
 - a) Interface requirements
 - b) Time
 - c) Sequences
 - d) Status of submittals
 - e) Deliveries
 - f) Access
 - g) Site utilization
 - h) Temporary facilities and services
 - i) Hours of work
 - j) Hazards and risks

- k) Housekeeping
 - l) Quality and work standards
 - m) Change Orders
 - n) Documentation of information for payment requests
- iv) **Reporting:** Revise the Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue the revised schedule no later than 3 days after each meeting. Include a brief summary, in narrative form, of progress since the previous meeting and report.

g) DAILY LOG

- i) **Daily Log:** Maintain a daily log documenting the dates and time of, but not limited to, the following:
 - 1) Meetings; purpose, attendees, brief discussion, and significant decisions
 - 2) Visitations; authorized and unauthorized
 - 3) Log of those entering and leaving Work Areas including personnel, by name
 - 4) Accidents
 - 5) Special or unusual events, i.e. Barrier breaching, Equipment failure, accidents
 - 6) Documentation of Contractor's completion of the following:
 - a. Inspection of work area preparation prior to start of removal and daily thereafter
 - b. Removal of any sheet plastic barriers
 - c. Contractors' inspections prior to painting, enclosure or any other operation that will conceal the condition of lead-based painted components or the substrate from which such materials have been removed.
 - d. Removal of waste materials from work area
 - e. Decontamination of equipment (list items)
 - 7) List of subcontractors at the site
 - 8) Approximate count of personnel at the site
 - 9) High and low temperatures, general weather conditions
 - 10) Stoppages, delays, shortages, losses
 - 11) Meter readings and similar recordings
 - 12) Emergency procedures
 - 13) Orders and requests of governing authorities
 - 14) Change Orders received, implemented
 - 15) Services connected, disconnected
 - 16) Equipment or system tests and start-ups
 - 17) Partial Completion, occupancies
 - 18) Substantial Completion authorized

- 19) Contractors' final inspection/final wipe test analysis
- ii) Provide two (2) copies of this log to the Project Administrator on a daily basis.
- iii) Submit copies of this log at final closeout of project as a project closeout submittal.

h) SPECIAL REPORTS:

- i) **General:** Except as otherwise indicated, submit special reports directly to Owner within one day of occurrence requiring special report, with copy to Designer and others affected by occurrence.
- ii) **Reporting Unusual Events:** When an event of unusual and significant nature occurs at site, within 24 hours prepare and submit a written special report to the Designer listing chain of events, persons participating, response by Contractor's personnel, evaluation of results or effect, and similar pertinent information. When such events are known or predictable in advance, advise Owner in advance at earliest possible date.
- iii) **Reporting Accidents:** Prepare and submit written reports of significant accidents, at site and anywhere else work is in progress. Reports must be submitted to the Designer within 24 hours after the accident occurs. Record and document data and actions; comply with industry standards. For this purpose, a significant accident is defined to include events where personal injury is sustained, or property loss of substance is sustained, where the event posed a significant threat of loss or personal injury, or where an OSHA 300 Log is required. A copy of an OSHA 300 Log may be submitted for this purpose.
- iv) **Report Discovered Conditions:** When an unusual condition of the building is discovered during the work (e.g. leaks, corrosion) prepare and submit a written special report to the Designer indicating the condition discovered.

I) CONTINGENCY PLAN

- i) **Contingency Plan:** Prepare a contingency plan for emergencies including fire, accident, power failure, or any other event that may require modification or abridgement of decontamination or work area isolation procedures. Include in plan specific procedures for decontamination or work area isolation. Note that nothing in this specification should impede safe exiting or providing of adequate medical attention in the event of an emergency.
- ii) **Post:** At entrance of work area – telephone numbers and locations of emergency services including, but not limited to, fire, ambulance, doctor, hospital, police, power company, & telephone company.

j) NOTIFICATIONS

- i) Notify other entities at the job site of the nature of the asbestos/lead paint abatement activities, location of asbestos containing & lead-based painted components, requirements relative to lead paint set forth in these specifications and applicable regulations.
- ii) Notify emergency service agencies including fire, ambulance, police, or other agencies that may service the abatement work site in case of an emergency. Notification is to include methods of entering work area, emergency entry and exit locations, modifications to fire notification or firefighting equipment, and other information needed by agencies providing emergency services.
- iii) **Notification of Emergency:** Any individual at the job site may notify emergency service agencies, if necessary, without effect on this contract or the Contract Sum.

k) SUBMITTALS

- i) **Before the Start of Work:** Submit the following to the Designer. No work shall begin until these submittals are returned with Designer's stamp indicating that the submittals have been received.
 - 1) **Contingency Plans:** for emergency actions.
 - 2) **Telephone Numbers:** and location of emergency services
 - 3) **Notifications:** sent to other entities at the work site
 - 4) **Notifications:** sent to emergency service agencies
 - 5) **Accreditation:** submit evidence in form of training course certificate for the general superintendent, foreman and workers as being trained in lead-based paint health & safety in accordance with HUD/EPA/MDH and asbestos training in accordance with MDH.
 - 6) **Staff Names:** submit a list of the Contractor's principal staff assignments, including the Superintendent and other personnel in attendance at the site; identify individuals, their duties, and responsibilities; list their addresses and telephone numbers.
- ii) **Post Copies** of the list in the Project meeting room, the temporary field office, and each temporary telephone.

PART 4) - PRODUCTS (Not Applicable)

Part 5) – EXECUTION (Not Applicable)

End of Section 01044

SECTION 01092 – CODES, REGULATIONS, and STANDARDS – ASBESTOS ABATEMENT

RELATED DOCUMENTS:

General provisions of Contract, including General and Supplementary Conditions, Modifications to General Conditions, additional Articles (if any), and other Division – 1 Specification Sections, apply to this section.

SUMMARY

This section sets forth governmental regulations and industry standards which are included and incorporated herein by reference and made a part of the specification. This section also sets forth those notices and permits which are known to the Owner and which either must be applied for and received, or which must be given to governmental agencies before start of work.

Requirements include adherence to work practices and procedures set forth in applicable codes, regulations, and standards.

Requirements include obtaining permits, licenses, inspections, releases, and similar documentation, as well as payments, statements and similar requirements associated with codes, regulations, and standards.

CODES AND REGULATIONS

General Applicability of Codes and Regulations, and Standards: Except to the extent that more explicit or more stringent requirements are written directly into the contract document, all applicable codes, regulations, and standards have the same force and effect (and are made a part of the contract documents by reference) as if copied directly into the contract documents, or as if published copies are bound herewith.

Contractor Responsibility: The Contractor shall assume full responsibility and liability for the compliance with all applicable Federal, State, and local regulations pertaining to work practices, hauling, disposal, and protection of workers, visitors to the site, and persons occupying areas adjacent to the site. The Contractor is responsible for providing medical examinations and maintaining medical records of personnel as required by the applicable Federal, State, and local regulations. The Contractor shall hold the Owner and the Owner's Representative harmless for failure to comply with any

applicable work, hauling, disposal, safety, health, or other regulation on the part of himself, his employees, or his subcontractors.

Federal Requirements: which govern asbestos abatement work or hauling and disposal of asbestos waste materials include but are not limited to the following.

OSHA: U.S. Department of Labor, Occupational Safety and Health Administration, (OSHA), including, but not limited to:

Occupational Exposure to Asbestos, Tremolite, Anthophyllite, and Actinolite.
Final Rules: Title 29, Part 1910, Section 1001 and Part 1926, Section 1101 of the
Code of Federal Regulations

Interim Final Rules for Lead in Construction
Title 29 Part 1926 Section 62
Code of Federal Regulations

Respiratory Protection
Title 29, Part 1910, Section 134 of the
Code of Federal Regulations

Construction Industry
Title 29, Part 1926, of the
Code of Federal Regulations

Access to Employee Exposure and Medical Records
Title 29, Part 1910, Section 2 of the
Code of Federal Regulations

Hazard Communication
Title 29, Part 1910, Section 1200 of the
Code of Federal Regulations

Specifications for Accident Prevention Signs and Tags
Title 29, Part 1910, Section 145 of the
Code of Federal Regulations

DOT: U.S. Department of Transportation, including but not limited to:

Hazardous Substances
Title 29, Part 171 and 172 of the
Code of Federal Regulations

EPA: U. S. Environmental Protection Agency (EPA), including but not limited to:

Asbestos Hazard Emergency Response Act (AHERA) Regulation
Asbestos Containing Materials in Schools Final Rules & Notice
Title 40, Part 763, Sub-part E of the
Code of Federal Regulations

Training Requirements of (AHERA) Regulation
Asbestos Containing Materials in Schools Final Rules & Notice
Title 40, Part 763, Sub-part E, Appendix C of the
Code of Federal Regulations

National Emission Standard for Hazardous Air Pollutants (NESHAPS)
National Emission Standard for Asbestos
Title 40, Part 61, Sub-part A, and Sub-part M (Revised Sub-part B) of the
Code of Federal Regulations

State Requirements: which govern asbestos abatement work or hauling and disposal of asbestos waste materials include, but are not limited to the following:

Minnesota Pollution Control Agency (MPCA):

Emission Standards for Asbestos
Minnesota Rules 7005.1580

Guidance Regarding Proper Containment, Shipping and Final Disposal of
Asbestos Residual Materials at MPCA-Permitted Landfills
Minnesota Rule 7035.1700
MPCA/EPA 40 CFR 61 subpart M – Notification on visible emission

Minnesota Department of Labor & Industry

Maintenance and Repair of Buildings and Equipment – Asbestos
Minnesota Rule 5205.0660

Demolition, Restoration, Remodeling Survey
Minnesota Rules 5207.0035

Minnesota Department of Health (MDH)

Asbestos Abatement Rules
Minnesota Rules 4620.3000 to 4620.3700, 326.70 to 326.81

Local Requirements: Abide by all local requirements which govern asbestos abatement work or hauling and disposal of asbestos waste materials and demolition of structures.

STANDARDS

General Applicability of Standards: Except to the extent that more explicit or more stringent requirements are written directly into the Contract Documents, all applicable standards have the same force and effect (and are made a part of the Contract Documents by reference) as if copied directly into the Contract Documents, or as if published copies are bound herewith.

Contractor Responsibility: The Contractor shall assume full responsibility and liability for the compliance with all standards pertaining to work practices, hauling, disposal, and protection of workers, visitors to the site, and persons occupying areas adjacent to the site. The Contractor shall hold the Owner and the Owner's Representative harmless for failure to comply with any applicable standards on the part of himself, his employees, or his subcontractors.

Standards: which apply to asbestos abatement work or hauling and disposal of asbestos waste materials include but are not limited to the following:

American National Standards Institute (ANSI)
25 West 43rd Street
New York NY 10036
212-642-4900

Fundamentals Governing the Design & Operation of Local Exhaust Systems
Publication Z9.2-79

Practices for Respiratory Protection – Publication Z88.2-80
American Society for Testing and Materials (ASTM)
100 Barr Harbor Drive, PO Box C700
Philadelphia PA 19428-2959
877-909-2786

Safety and Health Requirements Relating to Occupational Exposure to Asbestos
E 849-82

AIA Service Corporation
“Guide” Specification – 02080 Asbestos Removal
AIA Service Corporation
1735 New York Ave NW
Washington DC 20006-5292

General Services Administration
Asbestos Control Program
NBSIR 87-2688
Guidelines for Assessment and Abatement of Asbestos-Containing Materials in
Buildings – May 1983

U.S. Department of Commerce
National Bureau of Standards
EPA Guidance Documents:

EPA Guidance Documents: discuss asbestos abatement work or hauling and disposal
of asbestos waste materials listed below for the Contractor’s information only. These
documents do not describe the work and are not part of the work of this contract. EPA
maintains an information number (800) 334-8571, publications can be ordered from
(800) 424-9065 (555-1404 in Washington DC):

Asbestos-Containing Materials in School Buildings – A Guidance Document, Part
1 & 2. (orange books)
EPA C00090 (out of print)

Guidance for Controlling Asbestos-Containing Materials in Buildings (purple
book)
EPA 560/5-85-024

Friable Asbestos-Containing Materials in Schools: Identification and Notification Rule (40 CFR Part 763)
Evaluation of the EPA Asbestos-in-School Identification and Notification Rule
EPA 560/5-84-005

Asbestos in Buildings: National Survey of Asbestos-Containing Friable Materials.
EPA 560/5-84-006

Asbestos in Buildings: Guidance for Service and Maintenance Personnel.
EPA 560/5-85-018

Asbestos Waste Management Guidance
EPA 530-SW-85-007

Asbestos Fact Book. EPA Office of Public Affairs
Asbestos in Buildings. Simplified Sampling Scheme for Friable Surfacing Materials

Commercial Laboratories with Polarized Light Microscopy Capabilities for bulk asbestos identification.
A Guide to Respiratory Protection for the Asbestos Abatement Industry.
EPA 560-OPTS-86-001

NOTICES:

U.S. ENVIRONMENTAL PROTECTION AGENCY

Send Written Notification as requested by the US EPA National Emission Standards for Hazardous Air Pollutants (NESHAPS) Asbestos Regulation (40 CFR 61, Subpart M) to the regional Asbestos NESHAPS Contact at least 10 days prior to beginning any work on asbestos-containing materials Send notification to the following address:

Region 5, Asbestos NESHAPS Contact
Air Management Division

US EPA Region 5
Ralph Metcalfe,
Federal Building, 77 West Jackson Boulevard
Chicago IL 60604-3590

(312) 353-2088

Notification: Include the following information in the notification sent to the NESHAPS contact:

Name and address of the Owner or Operator:

Name: Leslie Valiant
City Administrator
City of Willmar
Address: 333 – 6th Street SW
Willmar MN 56201

Description of the facility being renovated, including the size, age, and prior use of the facility:

Size: 38,448 square feet
Age: 1936-1937
of Floors: four levels
Prior Use: Auditorium, Firing Range, Day Care, Office Space, Community Recreation

Estimate of the approximate amount of friable asbestos material present in the facility in terms of linear feet of pipe, and surface area on other facility components. For facilities in which the amount of friable asbestos materials is less than 80 linear meters (260 linear feet) on pipes and less than 15 square meters (160 square feet) on other facility components, explain techniques of estimation. NOTE: Building wide asbestos abatement was done in 2014. The remaining asbestos is in mastic behind wood paneling and caulk on windows, doors, and parapet caps.

Location of the facility being demolished or renovated

Scheduled starting and completion dates of demolition or renovation

Nature of planned demolition or renovation and method(s) to be used

Procedures to be used to comply with the requirements of US EPA National Emission Standards for Hazardous Air Pollutants (NESHAPS) Asbestos Regulation (40 CFR 61, Subpart M)

Name and location of the waste disposal site where the friable asbestos waste material will be deposited.

For facilities being demolished under an order of a State or local governmental agency, issued because the facility is structurally unsound and in danger of imminent collapse, the name, title, and authority of the State or local governmental representative who has ordered the demolition.

STATE AND LOCAL AGENCIES:

Send written notification as required by State and local regulations prior to beginning any work of asbestos-containing materials. Send Notification to:

Minnesota Asbestos Coordinator
MPCA, Air Quality Division
520 Lafayette Road
St. Paul MN 55155

MINNESOTA PERMITS

Asbestos-related work: At least 20 calendar days prior to demolition work or 5 calendar days prior to commencement of work, submit “Notification of Intent to Perform Asbestos Abatement Project” with a copy of signed Contract or other written evidence of the total cost of the abatement project and a check in the amount of one (1) percent of the total cost of the abatement project made payable to “Treasurer, State of Minnesota” to:

Indoor Air Quality & Asbestos Abatement Unit
Environmental Health Hazard Management
Minnesota Department of Health
PO Box 64975
St. Paul MN 55164-0975
(Information: 651-201-5000)

For purposes of this requirement, “asbestos-related work” is defined as enclosure, removal, or encapsulation of friable asbestos-containing material in quantities greater than or equal to 260 linear feet on pipes or 160 square feet on other facility components in one facility. “Asbestos-containing materials” (ACM is “material that contains more than one percent asbestos by weight.” Include all activity planned within one calendar year.

For purposes of this requirement, “total cost of the abatement project” includes the cost of work area preparation, decontamination, installations, enclosures, alterations,

removal, and repairs, including for example: Wages, Materials, Waste Disposal, Profit, Performance Bond, Insurance, and Administrative overhead.

If the final invoice amount exceeds the reported total cost, within five days of submitting final Application for Payment, submit an amended "Notification of Intent to Perform an Asbestos Abatement Project," written evidence of the final cost and a check for one percent of the difference, as above.

PERMITS:

Permit: All asbestos containing waste is to be transported by an entity maintaining a current "Industrial waste hauler permit" specifically for asbestos-containing materials, as required for transporting of waste asbestos-containing materials to a disposal site.

LICENSES:

Asbestos abatement contractors must be licensed.

Minnesota Rules 4620.3200

Asbestos abatement workers and site supervisors must be certified/licensed.

Minnesota Rules 4620.3300

Licenses: Maintain current licenses as required by applicable state or local jurisdictions for the removal, transporting, disposal or other regulated activity relative to the work of the Contract.

POSTING AND FILING OF REGULATIONS

Posting and Filing of Regulations: Post all notices required by applicable federal, state, and local regulations. Maintain two (2) copies of applicable federal, state, and local regulations and standards. Maintain one copy of each at the job site. Keep one copy of each on file in the Contractor's office.

SUBMITTALS:

Before Start of Work: Submit the following to the Owner's Representative for review. No work shall begin until these submittals are returned with Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use or final-but-restricted use.

Permits, Licenses, and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the Work Including:

State & Local Regulations: Submit copies of codes and regulations applicable to the work

Notices: Submit notices required by federal, state, and local regulations together with proof of timely transmittal to agency requiring the notice.

Permits: Submit copies of current valid permits required by state and local regulations.

Licenses: Submit copies of all state and local licenses and permits necessary to carry out the work of the Contract.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

End of Section 01092

SECTION 01093 – REFERENCE STANDARDS AND DEFINITIONS – LEAD-BASED PAINT

RELATED DOCUMENTS

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

DEFINITIONS

- A. General:** Basic Contract definitions are included in the Conditions of the Contract.
- B. Indicated:** The term indicated refers to graphic representations, notes, or schedules on the Drawings, or other paragraphs or Schedules in the Specifications, and similar requirements in the Contract Documents. Terms such as shown, noted, scheduled, and specified are used to help the reader locate the reference. Location is not limited.
- C. Directed:** Terms such as directed, requested, authorized, selected, approved, required, and permitted mean directed by the Designer, requested by the Designer, and similar phrases.
- D. Approved:** The term approve, when used in conjunction with the Designer's action on the Contractor's submittals, applications, and requests, is limited to the Designer's duties and responsibilities as stated in the Conditions of the Contract.
- E. Regulations:** The term regulations include laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. Furnish:** The term furnish means supply and deliver to the Project Site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. Install:** The term install describes operations at the Project Site including the actual unloading, unpacking, assembly, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. Provide:** The term provide means to furnish and install, complete and ready for intended use.
- I. Installer:** An installer is the Contractor or another entity engaged by the Contractor, either as an employee, subcontractor, or contractor of lower tier, to perform a particular construction activity, including installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.

- a. **The term experienced**, when used with the term installer, means having a minimum of 5 pervious projects similar in size and scope to this Project, being familiar with the special requirements indicated, and having complied with requirements of the authority having jurisdiction.
- J. Trades:** Using the terms such as carpentry does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as carpenter. It also does not imply that requirements specified apply exclusively to trades persons of the corresponding generic name.
- K. Assigning Specialists:** Specialists are recognized experts in operations where required by the specifications. Certain Sections of the Specifications require that specific construction activities be performed by specialists who are recognized experts in those operations. The specialists must be engaged for those activities, and their assignments are requirements over which the Contractor has no option. However, the ultimate responsibility for fulfilling Contract requirements remains with the Contractor.
- L. Project Site:** is the space available to the Contractor for performing construction activities, either exclusively or in conjunction, with other performing other work as part of the Project. The extent of the Project Site is shown on the Drawings and may or may not be identical with the description of the land on which the Project is to be built.
- M. Testing Agencies:** A testing agency is an independent entity engaged to perform specific inspections or tests, either at the Project Site or elsewhere, and to report on and, if required, to interpret the results of those inspections or tests.
- N. Designer:** This is the entity described as the “Architect” in AIA Document A201 “General Conditions of the Contract for Construction,” or is the entity described as “Engineer” in Engineers Joint Contract Document Committee (EJCDC) Document 1910-8 “Standard General Conditions of the Construction Contract.” All references to Architect or Engineer in the Contract Documents in all cases refer to the Designer. The Designer will represent the Owner during construction and until final payment is due. The Designer will advise and consult with the Owner. The Owner’s instructions to the Contractor will be forwarded through the Designer.
- O. Project Monitor:** This is the entity described as the “Project Representative” in AIA Document A201 “General Conditions of the Contract for Construction,” or is the entity described as “Engineer” in Engineers Joint Contract Document Committee (EJCDC) Document 1910-8 “Standard General Conditions of the

Construction Contract.” The Project Monitor is a full time representative of the Owner at the job site.

- a. The Project Monitor has the authority to stop the work upon verbal order if requirements of the Contract Documents are not met, or if in the sole judgment of the Project Monitor or the Designer, the Owner, the interests of the Owner, safety of any person or the Owner’s property are jeopardized by the work.

P. Project Manual: A bound manual consisting of the General Conditions, the Supplementary Conditions, any Special Conditions, and the specification sections.

Q. Substantial Completion: The work of this contract is substantially complete when clearance criteria set forth in the Contract Documents are met and the work area may be occupied by the Owner.

DEFINITIONS RELATIVE TO LEAD-BASED PAINT ABATEMENT:

A. Accreditation: A formal recognition that an organization (e.g. laboratory) is competent to carry out specific tasks or types of tests.

B. Accredited Laboratory: A laboratory that has been evaluated and given approval to perform a specified measurement or task (such as the National Lead Laboratory Accreditation Program), usually for a specific property or analyzed for a specific period of time.

C. Accredited Training Provider: means a training provider that meets the standards established by the EPA to train risk assessors, inspectors, supervisors, workers, or Certified Renovators.

D. Adhesion: the ability of dry paint or other coating to attach to or remain fixed on a surface without blistering, flaking, cracking or being removed by tape.

E. Blank: A non-exposed sample of the medium used for testing, such as a wipe or filter, which is analyzed like other samples to determine whether (1) samples are contaminated with lead before samples are collected (e.g. at the factory, or at the testing site), (2) the samples are contaminated after sample collection (e.g. during transportation to the laboratory or in the laboratory).

F. Breathing Zone: A hemisphere forward of the shoulders with a radius of approximately 6 to 9 inches around the nose and mouth of the face.

G. Ceiling Concentration: The concentration of an airborne substance that shall not be exceeded.

H. Certified Industrial Hygienist (C.I.H.): An industrial hygienist certified by the American Board of Industrial Hygiene.

- I. CFR – The Code of Federal Regulations:** The basic component of the Federal Register publication system. The CFR is a codification of the regulations of the various Federal Agencies.
- J. Common Area:** A room or area that is accessible to all tenants in a project (e.g., hallway, boiler room). Generally, any area that is not kept locked.
- K. Competent Person:** An agent of the Contractor who is a Competent Person as described by OSHA in 29 CFR 1926.62. This person must be capable of identifying existing and predictable lead hazards in the surroundings or working conditions and who has authorization by the Contractor to take prompt corrective measures to eliminate them.
- L. Detection Limit:** The minimum of a component that a method can readily measure.
- M. Exposure Monitoring:** The personal air monitoring of an employee's breathing zone to determine the amount of containment (e.g. lead) to which he/she is exposed.
- N. Federal Register:** A document published daily by the Federal government that contains either proposed or final regulations.
- O. Hazardous Waste:** As defined in RCRA the term "hazardous waste means solid waste, or combination of solid wastes, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may:
 - a.** Cause, or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness; or
 - b.** Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed.
 - c.** As defined in the regulations, a solid waste is hazardous if it meets one of these four condition:
 - i.** Exhibits a characteristic of a hazardous waste (40 CFR Sections 261.20 through 262.24)
 - ii.** Has been listed as hazardous (40 CFR Section 261.31 through 261.33)
 - iii.** Is a mixture containing a listed hazardous waste and a non-hazardous solid waste (unless the mixture is specifically excluded or no longer exhibits any of the characteristics of hazardous waste).
 - iv.** Is not excluded from regulation as a hazardous waste.
- P. HEPA – High Efficiency Particulate Air:** A filter capable of filtering out particles of 0.3 microns or greater from a body of air at 99.7% efficiency or greater.

- Q. High Phosphate Detergent:** Detergent which contains at least 5% tri-sodium phosphate (TS)>
- R. Landfill:** A disposal facility or part of a facility where hazardous waste is placed in or on land and which is not a land treatment facility, a surface impoundment, or an injection well.
- S. µg – Micrograms:** The prefix “micro” means “1/1,000,000 or” (one millionth of). A microgram is 1/1,000,000 of a gram and 1/1,000 of a milligram. A microgram is equal to about 34/1,000,000,000 (thirty-five billionths) of an ounce. 28,400,000 µg are equal to 1 ounce.
- T. Negative Pressure Respirator:** A respirator in which the air pressure inside the respiratory-inlet covering is positive during exhalation in relation to the air pressure of the outside atmosphere and negative during inhalation in relation to the air pressure of the outside atmosphere.
- U. Personal Monitoring:** Sampling of the lead dust concentrations within the breathing zone of an employee.
- V. Personal Samples (for sampling lead dust):** Air samples collected from within the breathing zone of a worker, but outside the respirator. The samples are collected with a personal sampling pump, pulling 1 to 4 liters/minute of air.
- W. Protection Factor:** The ratio of the ambient concentration of an airborne substance to the concentration of the substance inside the respirator at the breathing zone of the wearer. The protection factor is a measure of the degree of protection provided by a respirator to the wearer.
- X. Respirator:** A device designed to protect the wearer from the inhalation of harmful atmospheres.
- Y. Solid Waste:** As defined in RCRA the term “solid waste” means any garbage, refuse, sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility and other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations, and from community activities, but does not include solid or dissolved materials in domestic sewage, or solid or dissolved materials in irrigation return flows or industrial discharges which are point sources subject to permits under the Clean Water Act, or special nuclear or byproduct materials as defined by the Atomic Energy Act of 1954.
- Z. TCLP (Toxicity Characteristic Leaching Procedure):** A test, called the extraction procedure, which is designed to identify wastes likely to leach hazardous concentrations of particular toxic constituents into the ground water as a result of improper management. It is a characteristic of hazardous waste.

- AA. Time Weighted Average (TWA):** the average concentration of a containment in air during a specific time period.
- BB. TSP:** Acronym for tri-sodium phosphate
- CC. ULPA: Ultra Low Particulate Air:** Means a filter capable of filtering out particles of 0.13 microns or greater from a body of air at 99.9995% efficiency or greater.
- DD. Wet Cleaning (Wet Detergent Wash):** The process of eliminating lead dust contamination from building surfaces and objects by using cloths, mops, or other cleaning utensils which have been dampened with a solution of water and tri-sodium phosphate (TSP) or appropriate substitute and afterwards thoroughly decontaminated or disposed of as lead contaminated waste.
- EE. Work Area:** The area where lead based paint abatement or related work is performed which is defined and/or isolated to prevent the spread of lead dust or debris and entry by unauthorized personnel.
- FF. Work Practice:** A procedure followed by workers that is intended to minimize exposure to the worker and the environment.

SPECIFICATION FORMAT AND CONTENT EXPLANATION

1. **Specification Format:** These Specifications are organized into Divisions and Sections based on the Construction Specifications Institute's 16-Division format and Master Format numbering system.
2. **Specification Content:** This Specification uses certain conventions regarding the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are explained as follows:
 - a. **Abbreviated Language:** Language used in Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be interpolated as the sense requires. Singular words will be interpreted as plural and plural words interpreted as singular where applicable as the context of the Contract Documents indicates.
 - b. **Imperative and streamlined language** is used generally in the Specifications. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the Text, subjective language is used for clarity to describe responsibilities that must be fulfilled indirectly by the Contractor or by others when so noted.
 - c. **The words "shall be"** are implied wherever a colon (:) is used within a sentence or phrase.

INDUSTRY STANDARDS

1. **Applicability of Standards:** Except where the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Document by reference.
2. **Publication Dates:** Comply with the standards in effect as of the date of the Contract Documents.
3. **Conflicting Requirements:** When compliance with 2 or more standards is specified and where the standards may establish different or conflicting requirements for minimum quantities or quality levels, refer requirements that are different but apparently equal and uncertainties to the Designer for a decision before proceeding.
 - a. **Minimum Quantity or Quality Levels:** The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of the requirements. Refer uncertainties to the Designer for a decision before proceeding.
4. **Copies of Standards:** Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Document.
 - a. **Where copies** of standards are needed to perform a required construction activity, the Contractor shall obtain copies directly from the publication source.
5. **Abbreviations and Names:** Trade association names and titles of general standards are frequently abbreviated. Where such acronyms or abbreviations are used in the Specification or other Contract Documents, they mean the recognized name of the trade association, standards-generating organization, authority having jurisdiction, or other entity applicable to the context of the text provision. Refer to the “Encyclopedia of Associations” published by Gale Research Co., available in most libraries.
6. **Abbreviations and Names:** Trade association names and titles of general standards are frequently abbreviated. The following acronyms of abbreviations, as referenced in Contract Documents, are defined to mean the associated names. Names and addresses are subject to change and are believed, but not assured, to be accurate and up to date as of the date of the Contract Documents.

A2LA	American Association for Laboratory Accreditation 5301 Buckeys Town Pike, Suite 350 Frederick MD 21704 301-644-3248	
AIA	The American Institute of Architects 1735 New York Avenue NW Washington DC 20006 800-242-3837	
AIHA	American Industrial Hygiene Association 3141 Fairview Park Drive, Suite 777 Fall Church VA 22042	703-849-8888
ANSI	American National Standards Institute 25 West 43 rd Street, 4 th Floor New York NY 10036 212-642-4900	
ASTM	American Society for Testing and Materials 100 Barr Harbor Drive, PO Box C700 West Conshohochen PA 19428 877-909=2786	
GA	Gypsum Association 6525 Belcrest Road, Suite 480 Hyattville MD 20782 301-277-8686	
IESNA	Illuminating Engineering Society of North America 345 E. 47 th Street New York NY 10017 212-705-7926	
ML/SFA	Metal Lath/Steel Framing Association (A Division of the National Association of Architectural Metal Manufacturers) 600 S. Federal Street, Suite 400 Chicago IL 60605 312-922-6222	

NEC	National Electrical Code (from NFPA)	
NEMA	National Electrical Manufacturers Association 2101 L. Street NW, Suite 300 Washington DC 20037 202-457-8400	
NFPA	National Fire Protection Association One Battermarch Park PO Box 9101 Quincy MA 02269-9191 800-344-3555	
NSF	National Sanitation Foundation 3575 Plymouth Road, PO Box 130140 Ann Arbor MI 48113-0140 800-223-2301	
PDCA	Painting & Decorating Contractors of America 3913 Old Lee Highway, Suite 33-B Fairfax VA 22030 703-359-0826	
UL	Underwriters Laboratories 333 Pfingsten Road Northbrook IL 60062	708-272-8800

7. Federal Government Agencies: Names and titles of federal government standard or Specification agencies are often abbreviated. The following acronyms or abbreviations referenced in the Contract Documents indicate names of standard or Specification producing agencies of the federal government. Names and addresses are subject to change and are believed, but are not assured, to be accurate and up to date as of the date of the Contract Documents.

CFR	Code of Federal Regulations (usually 1 st published in the Federal Register) (available from the Government Printing Office and on-line) N. Capitol St. between G and H St. NW Washington DC 20404 202-783-3238	
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CPSC	Consumer Product Safety Commission 5401 Westband Ave Bethesda MD 20207 800-638-2772
EPA	Environmental Protection Agency 401 M. Street SW Washington DC 20460 202-382-2090
HUD	Department of Housing and Urban Development Office of Lead-based Paint Abatement and Poison Prevention 451 – 7 th St SW, Room B-144 Washington DC 202-755-1805
MSHA	Mine Safety and Health Administration U.S. Dept. of Commerce 4015 Wilson Blvd Arlington VA 22203 703-235-1565
NIOSH	National Institute of Occupational Safety and Health US Dept of Labor, Room N-3718 200 Constitution Ave NW Washington DC 20210 800-35-NIOSH
NIST	National Institute of Standards and Technology US Dept of Commerce Gaithersbrg MD 20899 301-975-2000
OSHA	Occupational Safety and Health Administration US Dept. of Labor 200 Constitution Ave NW Washington DC 20210 202-219-6091

SUBMITTALS

- A. Permits, Licenses, and Certificates:** For the Owners records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established in conjunction with compliance with standards bearing upon performance of the Work.

End of Section 01093

SECTION 01094 – CODES, REGULATIONS AND STANDARDS – LEAD-BASED PAINT

RELATED DOCUMENTS:

Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division – 1 Specification sections apply to this section.

SUMMARY

This section sets forth governmental regulations and industry standards which are included and incorporated herein by reference and made a part of the specification. This section also sets forth those notices and permits which are known to the Owner and which either must be applied for and received, or which must be given to the governmental agencies before the start of the Work.

1. Requirements include adherence to work practices and procedures set forth in applicable codes, regulations, guidelines, and standards.
2. Requirements include obtaining permits, licenses, inspections, releases, and similar documentation, as well as payments, statements and similar requirements associated with codes, regulations, and standards.

CODES AND REGULATIONS

General Applicability of Codes and Regulations, Guidelines and Standards:

Except to the extent that more explicit or more stringent requirements are written directly into the contract documents, all applicable codes, regulations, guidelines, and standards have the same force and effect (and are made a part of the contract documents by reference) as if copied directly into the contract documents, or as if published copies are bound herewith.

- i) **Contractor Responsibility:** The Contractor shall assume full responsibility and liability for the compliance with all applicable Federal, State, and local regulations pertaining to work practices, hauling, disposal, and protection of workers, visitors to the site, and persons occupying areas adjacent to the site. The Contractor is responsible for providing medical examinations and maintaining medical records of personnel as required by the applicable Federal, State, and local regulations. The Contractor shall hold the Owner and Designer harmless for failure to

comply with any applicable work, hauling, disposal, safety, health, or other regulation on the part of himself, his employees, or his subcontractors.

- ii) **Federal Requirements:** which govern lead-based paint abatement work or hauling and disposal of hazardous waste materials include but are not limited to the following:

1) OSHA: U.S. Department of Labor, Occupational Safety and Health Administration including but not limited to:

- 29 CFR 1910.134 Respiratory Protection
- 29 CFR 1926.20 General Safety & Health Provision
- 29 CFR 1926.21 Safety Training and Education
- 29 CFR 1926.23 First Aid
- 29 CFR 1926.24 Fire Protection
- 29 CFR 1926.25 Housekeeping
- 29 CFR 1926.28 Personal Protective Equipment
- 29 CFR 1926.51(f) Washing Facilities
- 29 CFR 1926.55 Gasses, vapors, dusts & mists
- 29 CFR 1926.56 Illumination
- 29 CFR 1926.57 Ventilation
- 29 CFR 1926.59 Hazard Communication Standard
- 29 CFR 1926.62 Lead Construction Standard
- 29 CFR 1926.103 Respiratory Protection
- 29 CFR 1926.353 Ventilation: welding, cutting, or heating of metals of toxic significance
- 29 CFR 1926.300
301, 302 Hand & Power Tools
- 29 CFR 1926.451 Scaffolding
- 29 CFR 1926.500
502, 503 Fall Protection

2) DOT: U.S. Department of Transportation, including but not limited to:

- 49 CFR 171 & 172 Hazardous Substances

3) EPA: U.S. Environmental Protection Agency, including but not limited to:

- 40 CFR 260, 261 Resource Conservation & Recovery Act
262, 263, 264 (RCRA)

- 40 CFR 745 Lead-based Paint Activities: Training, Certification, & Work Practice Requirements
- iii) **State Requirements:** which govern lead based paint abatement work or hauling and disposal of hazardous materials including but not limited to:
 - 1) **Minnesota Pollution Control Agency**
 520 Lafayette Road
 St. Paul MN 55155
 651-296-6300
 - 2) **Minnesota Department of Health**
 PO Box 64975
 St. Paul MN 55164-0975
 651-201-5000
 - 144.9501-144-9512 Lead Poisoning Prevention Rules
 - 4761.2000-4761.2700 Lead Poisoning Prevention Rules
- iv) **Local Requirements:** Abide by all local requirements which govern lead abatement work or hauling and disposal of hazardous waste materials
- v) **Building Codes:** Comply with applicable provision of state and/or local building codes that govern any part of the work
- vi) **Model Codes:** which govern lead-based paint including but not limited to:
 - 1) **Minnesota Building Code**
 - 16B.59-16B.75
 - 326B Chapter 2996, Chapter 1300-1335
 - 2) **Minnesota Plumbing Code 4715**

PERMITS

- i) **Permit:** All hazardous waste is to be transported by an entity maintaining a current “Industrial waste hauler permit” as required for transporting of waste materials to a disposal site.
- ii) **Building Permits:** Secure all necessary building permits as required by state and/or local building codes.

LICENSES:

Lead Abatement Supervisors must be licensed under Minnesota Rules 4761.2260

Lead Abatement Workers must be licensed under Minnesota Rules 4761.2240

Lead Abatement Contractors must be a Certified Lead Firm (with MDH) per Minnesota Statute 144.9507

The Contractor will be required to be an EPA Certified Renovation Firm per 40 CFR 745.89. Each subcontracting entity (which may disturb lead-based paint) will also be required to be an EPA Certified Renovation Firm.

The Contractor will be required to have at least one "Certified Renovator" assigned to the project and be on-site per 40 CFR 745.90. Each subcontracting entity (which may disturb lead-based paint) will also be required to have at least one "Certified Renovator" assigned to the project and be on-site.

POSTING AND FILING OF REGULATIONS

Posting and filing of Regulations; Post all notices required by applicable federal, state, and local regulations. Maintain two (2) copies of applicable federal, state, and local regulations and standards. Maintain one copy of each at the job site. Keep one copy of each on file in the Contractor's office.

SUBMITTALS

- i) **Before Start of Work:** Submit each item in this article to Designer. No work shall begin until these submittals are returned with the Designer's stamp indicating that the submittal has been received.
- 1. **Permits, Licenses & Certificates:** For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the Work including:
 - a) **State & Local Regulations:** submit copies of codes & regulations applicable to the Work

- b) Permits;** submit copies of current valid permits required by state & local regulations
- c) Licenses:** submit copies of all State, Local & Federal licenses, and certificates necessary to carry out the Work of this contract.

PART 2) – PRODUCTS (Not Applicable)

PART 3)- EXECUTION (Not Applicable)

End of Section 01094

SECTION 01301 - SUBMITTALS

RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General and Supplementary Conditions, Modifications to General Conditions, Additional Articles (when applicable) and other Division-1 Specification Sections, apply to this Section.

SUMMARY

This Section specifies administrative and procedural requirements for submittals required for performance of the Work, including:

- Contractor's construction schedule
- Submittal schedule
- OSHA Written Compliance Plan
- Daily construction reports
- Shop Drawings
- Product Data
- Sample.
- Miscellaneous Submittals

Administrative Submittals: Refer to other Division-1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:

- Permits
- Applications for payment
- Performance and payment bonds
- Insurance certificates
- List of Subcontractors
- Licenses and certifications of General Superintendent, Site Supervisor, workers, and Contractor entity
- Occupant Protection Plan
- Proof of Delivery of the "Renovate Right" pamphlet

The Schedule of Values submittal is included in Section "Applications for Payment."

SUBMITTAL PROCEDURES

Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.

Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

Allow five days for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Owner's Representative will promptly advise the Contractor when a submittal is being processed must be delayed for coordination.

If an intermediate submittal is necessary, process the same as the initial submittal.

Allow five days for reprocessing each submittal.

No extension of Contract Time will be authorized because of failure to transmit submittals to the Owner's Representative sufficiently in advance of the work to permit processing.

Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Owner's Representative using a transmittal form. Submittals received from sources other than the Contractor will be returned without action.

On the transmittal form, record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.

CONTRACTOR'S CONSTRUCTION SCHEDULE

Schedule: Provide proposed detailed schedule including work dates, work shift time, number of employees, dates of start and completion including dates of preparation work, removals, and final inspection dates.

Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart type Contractor's construction schedule. Submit with bid submittals.

Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the work as indicated in the "Schedule of Values."

Prepare the schedule on a sheet, or series of sheets, of stable transparency, or other reproducible media, of sufficient width to show data for the entire construction period.

Secure time commitments for performing critical elements of the work from parties involved. Coordinate each element on the schedule with other construction activities; include minor elements involved in the sequence of the work. Show each activity in proper sequence. Indicate graphically sequences necessary for completion of related portions of the work.

Coordinate the Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests and other schedules.

Indicate Clearance of each Work Area in advance of the dates established for Clearance. Allow time for testing and other Owner's Representative's procedures necessary for certification of Clearance.

Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the schedule to allow time for the Owner's Representative's procedures necessary for certification of Substantial Completion.

Phasing: Provide notations on the schedule to show how the sequence of the work is affected by requirements for phased completion to permit work by separate Contractors and partial occupancy by the Owner prior to Substantial Completion.

Work Stages: Indicate important stages of construction for each major portion of the work, including testing and installation. Include indication of start and finish times for the following:

- Preparation of the Work Area
- Asbestos removal
- Clearance testing
- Substantial Completion

Area Separations: Provide a separate time bar to identify each Work Area or major construction area for each major portion of the work. Indicate where each element in an area must be sequenced or integrated with other activities.

Phase 1: Attic – remove existing metal duct work and associated fiberglass insulation on duct system – remove ducts to roof

Phase 2: 3rd Floor – remove asbestos containing flooring and non-asbestos flooring, sink deadener, glued on ceiling tile systems, glue from glued on wall panels, lead dust clean-up, remove lead contaminated porous materials, clean &

dispose of miscellaneous furniture & equipment & selected demolition to remove duct systems.

Phase 3: 2nd Floor – remove asbestos coated flooring & non asbestos flooring, remove thermal system insulation, remove porous building materials, clean & dispose of lead contaminated furniture & equipment, etc., lead dust clean up throughout, selected demolition to remove duct.

Phase 4: 1st Floor – lead clean-up throughout, selected demolition to remove ducts, remove porous building materials, clean & dispose of furniture & equipment, etc., removal of asbestos materials (if present).

Phase 5: Basement Level – remove porous building materials, remove flooring to concrete, remove asbestos thermal system insulation, remove ceiling tile & associated asbestos mastic, remove lead contaminated duct system, selected demolition to remove ducts, remove air handling unit, clean & dispose of lead contaminated furniture & equipment.

Schedule Updating: Revise the schedule after each meeting or activity, where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

SUBMITTAL SCHEDULE

Listing: At the end of this section is a listing of the principal submittals required for the work. This listing is not necessarily complete, nor does the listing reflect the significance of each submittal requirement. The listing is included only for the convenience of users of the Contract Documents.

After reviewing and action on the Contractor's construction schedule, prepare a complete schedule of submittals. Submit the schedule of submittals within 5 days of the date required for establishment of the Contractor's construction schedule.

Coordinate submittal schedule with the list of subcontracts, schedule of values and the list of products as well as the Contractor's construction schedule.

PRODUCT DATA

Collect Product Data into a single submittal. Product Data includes printed information such as manufacturer's installation instructions performance criteria.

Submittals: Submit 2 copies of each required submittal. The Owner's Representative will retain one and will provide one to the Owner.

Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.

MISCELLANEOUS SUBMITTALS:

Safety Data Sheets: Process safety and data sheets as "product data."

Records of Actual Work: Furnish 2 complete copies of records of actual work, one of which will be included in the recorded documents as specified in section "Project Closeout".

Standards: Where submittal of a copy of standards is indicated, and except where copies of standards are specified as an integral part of a "Product Data" submittal, submit a single copy of standards for the Owner's Representative's use. Where workmanship, whether at the project site or elsewhere is governed by a standard, furnish additional copies of the standard to fabricators, installers and others involved in the performance of the work.

Closeout Submittals: Refer to section "Project Closeout" and to individual sections of these specifications for specific submittal requirements of project closeout information.

Record Documents: Furnish set of original documents as maintained on the project site. Along with original marked-up record drawings provide 2 photographic copies of marked-up drawings, which, at the Contractor's option, may be reduced to not less than half size.

OWNER'S REPRESENTATIVE'S ACTION

Except for submittals for record, information, or similar purposes, where action and return is required or requested, the Owner's Representative will review each submittal, mark to indicate action taken, and return promptly.

Compliance with specified characteristics is the Contractor's responsibility.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

SUBMITTAL CHECKLIST

The submittals required from the Contractor include, but are not limited to the following:

01013 Summary of Work - Asbestos Abatement

Before Start of Work:

Plan of Action

Pre-construction Inspection

01028 Application for Payment - Asbestos Abatement

Before Start of Work:

Schedule of Values

01043/01044 Project Coordination - Asbestos Abatement/Lead Abatement

Before Start of Work:

Contingency Plans

Telephone Numbers

Notifications sent to other entities at the work site.

Resume: of general superintendent and certificates and copy of hard card.

Accreditation: of accreditation of general superintendent

Staff Names and certifications and copies of hard cards.

Occupant Protection Plan

Proof of Delivery of "Renovate Right" pamphlet

Periodically During Work:

Daily Logs

Event Reports

Accident Reports

Discovered Condition Reports

Final Lead and Asbestos Reports

01046 Cutting & Patching - Asbestos-Containing Materials

Before Start of Work:

Tools

Periodically During Work:

None

01091 Definitions and Standards - Asbestos Abatement

Before Start of Work:

None

Periodically During Work:
None

01092 Codes, Regulations, and Standards - Asbestos Abatement

Before Start of Work:

Licenses
Notifications
Permits

Periodically During Work:

When change of personnel, update licenses and copies of hard cards

01301 Submittals

Before Start of Work:

Contractors Construction Schedule

Periodically During Work:

Record Documents

01410 Test Laboratory Services

OSHA Personnel Samples

01503 Temporary Facilities - Asbestos Abatement

Before Start of Work:

Hot water heater
Decontamination Unit Sub-panel
Ground Fault Circuit Interrupters (GFCI)
Lamps and Light Fixtures
First Aid Supplies
Fire Extinguishers: product data, location schedule

Periodically During Work:

None

01513 Temporary Pressure Differential & Air Circulation System

Before Start of Work:

Pressure Differential System Design
HEPA Filtered Fan Units: Product data
Monitoring Equipment: Product data
Power Switch: Product data
Auxiliary Power System: Shop Drawing

Periodically During Work:

Pressure Differential Monitoring Results

01526 Temporary Enclosures

Before Start of Work:

- Strippable Coatings: Product data.
- Strippable Coatings: Test report on ASTM E84 test
- Strippable Coatings: Manufacturer's installation instructions. Strippable Coatings: Material Safety Data Sheet
- Spray Cement: Product data
- Spray Cement: Manufacturer's installation instructions
- Spray Cement: Material Safety Data Sheet
- Sheet Plastic: Test reports on NFPA 701 test
- Signs: Samples

Periodically During Work:

- Inspection report prior to applying strippable coating
- Photograph of existing damage prior to applying coatings
- Test Patches of strippable coating.

01527 Regulated Areas

Before Start of Work:

- HEPA Filtered Vacuum Cleaners: product data
- Signs: samples
- Warning Tape: samples

Periodically During Work:

- None

01528 Entry Into Controlled Areas

Before Start of Work:

- Historic Airborne Fiber Data

Periodically During Work:

- None

01529 Small-Scale Short-Duration Work

Before Start of Work:

- Surfactant: product data
- Removal Encapsulant: product data
- NESHAPS Certification: on surfactant or removal encapsulant
- Material Safety Data Sheet: for each surfactant and encapsulant
- Historic Airborne Fiber Data
- Spray Cement: Product data
- Spray Cement: Manufacturer's installation instructions
- Spray Cement: Material Safety Data Sheet.

Sheet Plastic: test reports on NFPA 701 test.
Glovebags: product data.
Signs: samples
Mini-enclosure: shop drawing.

Periodically During Work:
None

01560 Worker Protection - Asbestos Abatement

Before Start of Work:
AHERA Accreditation: for each worker.
State and Local License: for each workers.
Historic Airborne Fiber Data.
Certificate Worker Acknowledgement: for each worker.
Report from Medical Examination: of each worker.
Notarized Certifications.

Periodically During Work:
None

1562 Respiratory Protection

Before Start of Work:
Product Data.
NIOSH and MSHA Certifications.
Respiratory Protection Program: written manual.
Respiratory Protection Program: form at end of section.
Historic Airborne Fiber Data.

Periodically During Work:
None

01563 Decontamination Units

Before Start of Work:
Personnel Decontamination Unit: shop drawing.
Equipment Decontamination Unit: shop drawing.
Shower Pan: shop drawing.
Shower Walls: product data.
Shower Head and Controls: product data.
Filters: product data.
Filters: shop drawing.
Hose Bib: product data.
Wash Station Shower Stall: product data.
Wash Station Shower Stall: shop drawing.

Lumber: product data on fire resistance treatment.
Sump Pump: product data.

Periodically During Work:
None

01601 Materials and Equipment - Asbestos Abatement

Before Start of Work:
Product List Schedule
Periodically During Work:
None

01632 Product Substitutions - Asbestos Abatement

Before Start of Work:
Refer to section.

Periodically During Work:
Refer to section

01701 Project Closeout - Asbestos Abatement

Before Start of Work:
None

Periodically During Work:
Refer to section

01711 Project Decontamination

Before Start of Work:
None

Periodically During Work:
Fire Test on Lock Back Encapsulants used.

01712 Cleaning & Decontamination Procedures

None

01713 Project Decontamination - Microfibers

None

01714 Work Area Clearance

None

02081 Removal of Asbestos-Containing Materials

Before Start of Work:

Surfactant: product data.
Removal Encapsulant: product data.
NESHAPS Certification: on surfactant or removal encapsulant.
Safety Data Sheet: for each surfactant and encapsulant

Periodically During Work:
None

02084 Disposal of Asbestos-Containing Waste Material

Before Start of Work:
Waste Hauler State License
Waste Hauler Local License
Name and address of landfill
Landfill contact person and telephone number
Name and address of processor
Processor contact person and telephone number
Product data on process to be used
EPA letter on process as a NESHAPS alternative
Process parameters or operating conditions
Chain of Custody form
Waste Manifest Form
Disposal Bag: samples
Label Samples.

Periodically During Work
On a weekly basis: copies of manifests and disposal site receipts.

02085 Removal of Interior Non-Friable Asbestos-Containing Materials
(Submittal checklist to be issued when guide specification section is released.)

09805 Encapsulation of Asbestos-Containing Materials

Before Start of Work:
Product Data
Installation Instructions
Performance Warranty
Certification
Material Safety Data Sheet

Periodically During Work:
Notification of unsatisfactory substrate.

15254 Repair of Insulation and Lagging

Before Start of Work:

Plastic Jackets: product data
Labels: samples.

Periodically During Work:
None

END OF SUBMITTAL CHECKLIST

End of Section 01301

SECTION 01302 - SUBMITTALS - LEAD-BASED PAINT

RELATED DOCUMENTS

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

SUMMARY

- i) This Section specifies administrative and procedural requirements for submittals from the Contractor to the Designer as required for performance of the Work, including;
 - (1) Contractor's construction schedule
 - (2) Submittal schedule
 - (3) Daily construction reports
 - (4) Shop Drawings
 - (5) Product Data
 - (6) Samples
- ii) **Administrative Submittals:** Refer to other Division-1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:
 - (1) Permits
 - (2) Applications for payment
 - (3) Performance and payment bonds
 - (4) Insurance certificates
 - (5) List of Subcontractors
- iii) The Schedule of Values submittal is included in Section "Applications for Payment."

SUBMITTAL PROCEDURES

- i) **Coordination:** Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
 - (1) Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

- (2) Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
 - (a) The Designer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- (3) **Processing:** Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for re-submittals.
 - (a) Allow two weeks for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Designer will promptly advise the Contractor when a submittal is being processed must be delayed for coordination.
 - (b) If an intermediate submittal is necessary, process the same as the initial submittal.
 - (c) Allow two weeks for reprocessing each submittal.
 - (d) No extension of Contract Time will be authorized because of failure to transmit submittals to the Designer sufficiently in advance of the Work to permit processing.
- ii) **Submittal Preparation:** Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
 - (1) Provide a space approximately 4" x 5" on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.
 - (2) Include the following information on the label for processing and recording action taken.
 - (a) Project name
 - (b) Date
 - (c) Name and address of Designer
 - (d) Name and address of Contractor
 - (e) Name and address of subcontractor
 - (f) Name and address of supplier
 - (g) Name of manufacturer
 - (h) Number and title of appropriate Specification Section
 - (i) Drawing number and detail references, as appropriate

- iii) **Submittal Transmittal:** Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Designer using a transmittal form. Submittals received from sources other than the Contractor will be returned without action.
- (1) On the transmittal Record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.
 - (2) **Transmittal Form:** Use AIA Document G 810.
 - (3) **Transmittal Form:** Use the sample form at the end of this Section for transmittal of submittals.

CONTRACTOR'S CONSTRUCTION SCHEDULE

- i) **Schedule:** Provide proposed detailed schedule including work dates, work shift time, number of employees, dates of start and completion including dates of preparation work, removals, and final inspection dates.
- ii) **Bar-Chart Schedule:** Prepare a fully developed, horizontal bar- chart type Contractor's construction schedule. Submit within 30 days of the date established for "Commencement of the Work".
 - (1) Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the Work as indicated in the "Schedule of Values".
 - (2) Within each time bar indicate estimated completion percentage in 10 percent increments. As Work progresses, place a contrasting mark in each bar to indicate Actual Completion.
 - (3) Prepare the schedule on a sheet, or series of sheets, of stable transparency, or other reproducible media, of sufficient width to show data for the entire construction period.
 - (4) Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on the schedule with other construction activities; include minor elements involved in the sequence of the Work. Show each activity in proper sequence. Indicate graphically sequences necessary for completion of related portions of the Work.

- (5) Coordinate the Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests and other schedules.
 - (6) Indicate Clearance of each Work Area in advance of the date established for Clearance. Allow time for testing and other Designer's procedures necessary for certification of Clearance.
 - (7) Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the schedule to allow time for the Designer's procedures necessary for certification of Substantial Completion.
 - (8) Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the schedule to allow time for the Designer's procedures necessary for certification of Substantial Completion.
- iii) **Phasing:** Provide notations on the schedule to show how the sequence of the Work is affected by requirements for phased completion to permit Work by separate Contractors and partial occupancy by the Owner prior to Substantial Completion.
- iv) **Work Stages:** Indicate important stages of construction for each major portion of the Work, including testing and installation. Include indication of start and finish times for the following:
 - (1) Non lead-based paint demolitions
 - (2) Preparation of the Work Area
 - (3) Lead-based paint removal
 - (4) Removal of lead-based painted installations
 - (5) Clearance Testing
 - (6) Substantial Completion
- v) **Area Separations:** Provide a separate time bar to identify each major construction area for each major portion of the Work. Indicate where each element in an area must be sequenced or integrated with other activities.
- vi) **Cost Correlation:** At the head of the schedule, provide a two item cost correlation line, indicating "precalculated" and "actual" costs. On the line show dollar-volume of Work performed as of the dates used for preparation of payment requests.

- (1) Refer to Section "Applications for Payment" for cost reporting and payment procedures.
- vii) **Distribution:** Following response to the initial submittal, print and distribute copies to the Designer, Owner, subcontractors, and other parties required to comply with scheduled dates. Post copies in the Project meeting room and temporary field office.
 - (1) When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
- viii) **Schedule Updating:** Revise the schedule after each meeting or activity, where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

SUBMITTAL SCHEDULE

- i) After development and acceptance of the Contractor's construction schedule, prepare a complete schedule of submittals. Submit the schedule within 10 days of the date required for establishment of the Contractor's construction schedule.
 - (1) Coordinate submittal schedule with the list of subcontracts, schedule of values and the list of products as well as the Contractor's construction schedule.
 - (2) Prepare the schedule in chronological order; include submittals required during the first 90 days of construction. Provide the following information:
 - (a) Scheduled date for the first submittal
 - (b) Related Section number
 - (c) Submittal category
 - (d) Name of subcontractor
 - (e) Description of the part of the Work covered
 - (f) Scheduled date for re-submittal
 - (g) Scheduled date the Designer's final release or approval
- ii) **Distribution:** Following response to initial submittal, print and distribute copies to the Designer, Owner, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the Project meeting room and field office.

- (1) When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
- iii) **Schedule Updating:** Revise the schedule after each meeting or activity, where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

DAILY CONSTRUCTION REPORTS

- A. Prepare a daily construction report, recording the following information concerning events at the site; and submit duplicate copies to the Designer at weekly intervals:
 - (1) Log of those entering and leaving Work Area
 - (2) List of subcontractors at the site
 - (3) Approximate count of personnel at the site
 - (4) High and low temperatures, general weather conditions
 - (5) Accidents and unusual events
 - (6) Meetings and significant decisions
 - (7) Stoppages, delays, shortages, losses
 - (8) Meter readings and similar recordings
 - (9) Emergency procedures
 - (10) Orders and requests of governing authorities
 - (11) Change Orders received, implemented
 - (12) Services connected, disconnected
 - (13) Equipment or system tests and startups
 - (14) Partial Completions, occupancies
 - (15) Substantial Completions authorized.

SHOP DRAWINGS

- i) Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not considered Shop Drawings.
- ii) Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates, and similar drawings. Include the following information:
 - (1) Dimensions
 - (2) Identification of products and materials included

- (3) Compliance with specified standards
 - (4) Notation of coordination requirements
 - (5) Notation of dimensions established by field measurement
 - (6) **Sheet Size:** Except for templates, patterns and similar full- size Drawings, submit Shop Drawings on sheets at least 8-1/2" x 11" but no larger than 36" x 48"
 - (7) **Initial Submittal:** Submit one correctable translucent reproducible print and one blue- or black-line print for the Designer's review; the reproducible print will be returned.
 - (8) **Initial Submittal:** Submit 2 blue- or black-line prints for the Designer's review; one will be returned.
 - (9) **Final Submittal:** Submit 3 blue- or black-line prints; submit 5 prints where required for maintenance manuals. 2 prints will be retained; the remainder will be returned.
 - (10) **Final Submittal:** Submit 3 blue- or black-line prints and 2 additional prints where required for maintenance manuals, plus the number of prints needed by the Designer for distribution. 2 prints will be retained; the remainder returned.
 - (a) One of the prints returned shall be marked up and maintained as a "Record Document".
 - (11) Do not use Shop Drawings without an appropriate final stamp indicating action taken in connection with construction.
- iii) Coordination drawings are a special type of Shop Drawing that show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or function as intended.
- (1) Preparation of coordination Drawings is specified in section "Project Coordination" and may include components previously shown in detail on Shop Drawings or Product Data.
 - (2) Submit coordination Drawings for integration of different construction elements show sequences and relationships of separate components to avoid conflicts in use of space.

PRODUCT DATA

- i) Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams and performance curves. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings."
 - (1) Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:
 - (a) Manufacturer's printed recommendations.
 - (b) Compliance with recognized trade association standards
 - (c) Compliance with recognized testing agency standards
 - (d) Application of testing agency labels and seals
 - (e) Notation of dimensions verified by field measurement
 - (f) Notation of coordination requirements
 - (2) Do not submit Product Data until compliance with the requirements of the Contract Documents has been confirmed.
 - (3) **Preliminary Submittal:** Submit a preliminary single-copy of Product Data where selection of options is required.
 - (4) **Submittals:** Submit 2 copies of each required submittal; submit 4 copies where required for maintenance manuals. The Designer will retain one and will return the other marked with action taken and corrections or modifications required.
 - (a) Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
 - (5) **Distribution:** Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.
 - (a) Do not proceed with installation until an applicable copy of Product Data applicable is in the installer's possession.

- (b) Do not permit use of unmarked copies of Product Data in connection with construction.

SAMPLES

- i) Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts, or containers of materials.
 - (1) Mount, display, or package Samples in the manner specified to facilitate review of qualities indicated. Include the following:
 - (a) Generic description of the Sample
 - (b) Sample source
 - (c) Product name or name of manufacturer
 - (d) Compliance with recognized standards
 - (e) Availability and delivery time
 - (2) Submit Samples for review of kind, and for a final check of these characteristics with other elements, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
 - (3) **Submittals:** submit 3 sets; one will be returned marked with the action taken.
 - (4) Maintain sets of Samples, as returned, at the Project site, for quality comparisons throughout the course of construction.
 - (a) Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
 - (b) Sample sets may be used to obtain final acceptance of the construction associated with each set.

MISCELLANEOUS SUBMITTALS:

- i) **Safety Data Sheets:** Acknowledge receipt of safety data sheets.
- ii) **Inspection and Test Reports:** Classify each inspection and test report as being either "shop drawings" or "product data" depending on whether the report is specially prepared for the project, or a standard publication of workmanship control testing at the point of production. Process inspection and test reports accordingly.

- iii) **Project Photographs:** Furnish 2 prints each of 3 project photographs at monthly intervals. Comply with Designer's direction concerning desired vantage points for shots.
- iv) **Records of Actual Work:** Furnish 4 copies of records of actual work, one of which will be returned for inclusion in the recorded documents as specified in section "Project Closeout".
- v) **Standards:** Where submittal of a copy of standards is indicated, and except where copies of standards are specified as an integral part of a "Product Data" submittal, submit a single copy of standards for the Designer's use. Where workmanship, whether at the project site or elsewhere is governed by a standard, furnish additional copies of the standard to fabricators, installers and others involved in the performance of the work.
- vi) **Closeout Submittals:** Refer to section "Project Closeout" and to individual sections of these specifications for specific submittal requirements of project closeout information.
- vii) **Record Documents:** Furnish set of original documents as maintained on the project site. Along with original marked-up record drawings provide 2 photographic copies of marked-up drawings, which, at the Contractor's option, may be reduced to not less than half size.

DESIGNER'S ACTION

- i) Except for submittals for record, information, or similar purposes, where action and return is required or requested, the Designer will review each submittal, mark to indicate action taken, and return promptly.
 - (1) Compliance with specified characteristics is the Contractor's responsibility.
- ii) **Action Stamp:** The Designer will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, as follows, to indicate the action taken:
 - (1) **Final Unrestricted Release:** Where submittals are marked "Approved," that part of the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance.

- (2) **Final-But-Restricted Release:** When submittals are marked "Approved as Noted," that part of the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.
- (3) **Returned for Resubmittal:** When submittal is marked "Not Approved, Revise and Resubmit," do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.
- (a) Do not permit submittals marked "Not Approved, Revise and Resubmit" to be used at the Project site, or elsewhere where Work is in progress.
- (4) **Other Action:** Where a submittal is primarily for information or record purposes, special processing or other activity, the submittal will be returned, marked "Action Not Required".

PART 2) - PRODUCTS (Not Applicable).

PART 3) - EXECUTION (Not Applicable).

SUBMITTAL CHECKLIST

BEFORE START OF WORK

Supplementary Conditions

- ___ Bodily Injury and Property Damage Liability: Certificate of Coverage
- ___ Worker's Compensation Insurance: Certificate of Coverage
- ___ Automobile Liability: Certificate of Coverage
- ___ Performance Bond: Certificate of Coverage

01014 Summary of Work - Lead-Based Paint

- ___ Plan of Action
- ___ Pre-construction Inspection
- ___ Alternate Methods

01029 Applications for Payment - Lead-Based Paint

___ Schedule of Values

01044 Coordination - Lead-Based Paint

___ Contingency Plans
___ Telephone Numbers
___ Notification sent to entities at the work site
___ Notifications sent to emergency service agencies
___ Accreditation: of general superintendent, foreman and workers
___ Staff Names

01093 Reference Standards and Definitions - Lead-Based Paint

___ Refer to Section

01094 Codes, Regulations, and Standards - Lead-Based Paint

___ Copy of State Regulations
___ Copy of Local Regulations
___ Licenses
___ Certifications
___ Permits

01302 Submittals - Lead-Based Paint

___ Submittal Schedule
___ Contractor's Construction Schedule

01504 Construction Facilities and Temporary Controls - Lead-Based Paint

___ Scaffolding (including Shop Drawing)
___ Hot Water Heaters: Product data
___ Decontamination Unit Sub-panel: Product data and Shop drawing
___ Ground Fault Circuit Interrupters (GFCI): Product data
___ Lamps and Light Fixtures: Product data
___ Temporary Heating Units: Product data
___ Temporary Cooling Units: Product data and installation instructions
___ Self Contained Toilet Units: Product data and name of sub-contractor
___ First Aid Supplies: Provide list of contents
___ Fire Extinguisher: Product data, location schedule

01506 Work Area Containment - Lead-Based Paint

- ___ Schedule of locked doors
- ___ Polyethylene: Product data (including fire ratings)
- ___ Construction plan
- ___ Lumber (including fire ratings)
- ___ Spray Cement: Product data

01514 Negative Pressure Enclosure - Abrasive Blasting - Lead-Based Paint

- ___ Pressure Differential System Design (provide adequate air flow in all portions of the work area)
- ___ HEPA Filtered Fan Units: Product data
- ___ Number of HEPA Filtered Fan Units required
- ___ Monitoring Equipment (pressure differential): Product data

01555 Worker Protection - Lead-Based Paint

- ___ MDH Lead Abatement Worker or Supervisor License
- ___ EPA Certified Renovator Certificate, if applicable
- ___ Report of Medical Examination: of each worker
- ___ Compliance Program: in compliance with 1926.62
- ___ Exposure Assessment: in compliance with 1926.62

01556 Respiratory Protection - Lead-Based Paint

- ___ Respiratory Protection Program: written manual
- ___ Respirator Product Data
- ___ Historic Sample Data

01602 Materials and Equipment - Lead-Based Paint

- ___ Product List Schedule

01633 Substitutions - Lead-Based Paint

- ___ Refer to Section

02067 Disposal of Waste Materials - Lead-Based Paint

- ___ Waste Hauler State License
- ___ Waste Hauler Local License
- ___ U.S. EPA Identification Number of Waste Hauler
- ___ Name, address, permit and State License of landfill
- ___ Landfill contact person and telephone number

- ___ EPA Uniform Hazardous Waste Manifest
- ___ EPA Notification of hazardous waste activity
- ___ Forms required by State or Local agencies

06107 Exterior Siding & Enclosure - Lead-Based Paint

- ___ Product data: each type of product specified
- ___ Samples for initial selection
- ___ Installation instructions

06403 Repair of Lead-Based Painted Substrate

- ___ Product data: each type of product specified
- ___ Samples for initial selection
- ___ Installation instructions

09952 Mechanical Removal of Lead-Based Paint

- ___ Manufacturer's product data: each type of equipment specified
- ___ Description of removal methods
- ___ Historic airborne lead concentrations for proposed methods

09953 Surface Preparation - Paint Stabilization - Lead-Based Paint

- ___ Product data: each type of product specified
- ___ Material Safety Data Sheet

PERIODICALLY DURING WORK

01029 Application for Payment - Lead-Based Paint

Refer to section for specific requirements for Payment Requests

01044 Coordination - Lead-Based Paint

- ___ Daily Logs
- ___ Event Reports
- ___ Accident Reports
- ___ Discovered Condition Reports

01302 Submittals - Lead-Based Paint

- ___ Record Documents

01506 Work Area Containment - Lead-Based Paint

- ___ Photograph of existing damage prior to applying coatings.

01555 Worker Protection - Lead-Based Paint

___ Updated information on workers

01566 Respiratory Protection - Lead-Based Paint

___ Update information on new equipment

01633 Substitutions - Lead-Based Paint

___ Refer to section

01702 Contract Closeout - Lead-Based Paint

___ Refer to section

02067 Disposal of Waste Material - Lead-Based Paint

___ copies of manifests and disposal site receipts.

PROJECT CLOSEOUT

01044 Coordination - Lead-Based Paint

___ Daily Log

01702 Contract Closeout - Lead-Based Paint

___ Record Documents

___ Record Product Data

01715 Project Decontamination - Lead-Based Paint

___ Certificate of Visual Inspection

End of Section 01302

SECTION 01410 - AIR MONITORING - TEST LABORATORY SERVICES

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions, Modifications to General Conditions, Additional Articles (when applicable) and other Division - 1 Specification Sections, apply to work of this section.

Air Monitoring: during work area clearance is described in Section 01711 Work Area Clearance.

DESCRIPTION OF THE WORK

Not in Contract Sum: This section describes work being performed by the Owner. This work is not in the Contract Sum.

This section describes air monitoring carried out by the owner to verify that the building beyond the work area and the outside environment remains uncontaminated. This section also sets forth airborne fiber levels both inside and outside the work area as action levels, and describes the action required by the Contractor if an action level is met or exceeded.

Air monitoring required by OSHA is the work of the Contractor and is not covered in this section.

AIR MONITORING:

Work Area Isolation: The purpose of the Contractor's air monitoring is to detect faults in the work area isolation such as:

- Contamination of the building outside of the work area with airborne asbestos fibers,
- Failure of filtration or rupture in the differential pressure system,
- Contamination of air outside the building envelop airborne asbestos fibers.

Should any of the above occur immediately cease asbestos abatement activities until the fault is corrected. Do not re-commence work until authorized by the Owner's Representative.

Work Area Airborne Fiber Count: The Contractor will monitor airborne fiber counts in the Work Area. The purpose of this air monitoring will be to detect airborne asbestos concentrations which may challenge the ability of the Work Area isolation procedures to protect the balance of the building or outside of the building from contamination by airborne fibers.

Work area clearance: To determine if the elevated airborne fiber counts encountered during abatement operations have been reduced to an acceptable level, the Owner will sample and analyze air per Section 01714 Work Area Clearance.

The Owner will be conducting air monitoring throughout the course of the project.

STOP ACTION LEVELS:

Inside Work Area: Maintain an average airborne count in the Work Area of less than 1.0 fibers per cubic centimeter. If the fiber counts rise above this figure for any sample taken, revise work procedures to lower fiber counts. If the Time Weighted Average (TWA) fiber count for any work shift or 8 hour period exceeds 0.1 fibers per cubic centimeter, stop all work, leave Pressure Differential System in operation, and notify Owner's Representative. After correcting cause of high fiber levels, do not recommence work for 24 hours unless otherwise authorized, in writing, by Owner's Representative.

If airborne fiber counts exceed 1.0 fibers per cubic centimeter for any period of time cease all work except corrective action until fiber counts fall below 0.5 fibers per cubic centimeter and notify Owner's Representative. After correcting cause of high fiber levels, do not recommence work for 24 hours unless otherwise authorized, in writing, by Owner's Representative.

Outside Work Area: If any air sample taken outside of the Work Area exceeds the base line established by the background samples collected prior to the beginning of asbestos-related work, immediately and automatically stop all work except corrective action. The Owner's Representative will determine the source of the high reading and so notify the Contractor in writing.

If the high reading was the result of a failure of Work Area isolation measures initiate the following actions:

Immediately erect new critical barriers as set forth in Section 01526 Temporary Enclosures to isolate the affected area from the balance of the building. Erect Critical Barriers at the next existing structural isolation of the involved space (e.g. wall, ceiling, floor).

Decontaminate the affected area in accordance with Section 01712 Cleaning & Decontamination Procedures.

Require that respiratory protection as set forth in Section 01562 Respiratory Protection be worn in affected area until area is cleared for re-occupancy in accordance with Section 01714 Work Area Clearance.

Leave Critical Barriers in place until completion of work and insure that the operation of the pressure differential system in the Work Area results in a flow of air from the balance of the building into the affected area.

If the exit from the clean room of the personnel decontamination unit enters the affected area, establish a decontamination facility consisting of a Shower Room and Changing Room as set forth in Section 01563 Decontamination Units at entry point to affected area.

After Certification of Visual Inspection in the Work Area remove critical barriers separating the work area from the affected area. Final air samples will be taken within the affected area as set forth in Section 01714 Work Area Clearance.

If a determination has been made that elevated fiber levels may have been caused by outside the work area contamination, then immediately have the sample collected with elevated fiber levels analyzed by TEM to determine if asbestos fibers are present in excess of 0.01 f/c. Follow requirement outline by Minnesota Department of Health Rules.

Effect on Contract Sum: Complete corrective work with no change in the Contract Sum if high airborne fiber counts were caused by Contractor's activities. The Contract Sum and schedule will be adjusted for additional work caused by high airborne fiber counts beyond the Contractor's control.

Fibers Counted: The following procedure will be used to resolve any disputes regarding fiber types when a project has been stopped due to excessive airborne fiber counts.

Large Fibers: "Airborne Fibers" referred to above include all fibers regardless of composition as counted by phase contrast microscopy (PCM), unless additional analysis by transmission or scanning electron microscopy demonstrates to the satisfaction of the Owner's Representative that non-asbestos fibers are being counted. "Airborne Fibers" counted in samples analyzed by scanning or transmission electron microscopy shall be asbestos fibers, greater than 5 microns in length and greater than 0.25 microns in diameter. For purposes of stop action levels, subsequent to analysis by electron microscopy, the number of "Airborne Fibers" shall be determined by multiplying the number of fibers, regardless of composition, counted by PCM by a number equal to asbestos fibers counted divided by all fibers counted in the electron microscopy analysis.

Small Structures: "Airborne Fibers" referred to above include asbestos structures (fibers, bundles, clusters, or matrices) of any diameter and any length greater than 0.5 microns.

ANALYTICAL METHODS:

The Owner will use the following methods to analyze filters used to collect air samples. Sampling rates may be varied from printed standards to allow for high volume sampling.

Phase Contrast Microscopy (PCM) will be performed using the NIOSH 7400 method. This analysis will be carried out either on site or at a laboratory located off the job site.

Transmission Electron Microscopy (TEM) will be performed using the analysis method set forth in the AHERA regulation 40 CFR Part 76 Appendix A or other designated methods.

Sample Cassettes: Samples will be collected on 25mm cassettes as follows: 0.8 micron mixed cellulose ester.

PCM, which identifies all fibers, will generally be used to analyze background and daily air samples. TEM will only be used to determine actual asbestos fiber levels.

SAMPLE VOLUMES

General: The number and volume of air samples taken will be in accordance with the following schedule. Sample volumes given may vary depending upon the analytical method used.

SCHEDULE OF AIR SAMPLES

Before Start of Work:

The following Air Samples will be secured to establish a baseline before start of work:

Background Sampling LPM	Minimum No. of Samples	Analysis Method	Limit of Detection Fibers/cc	Limit of Quantification Fibers/cc	Recommended Volume (Liters)	Rate-
Indoors within 10' of the planned work area	5 ¹	PCM	<0.01	0.024	1,200	8-10

Base Line: An action level expressed in fibers per cubic centimeter equal to one of the following:

Indoor Air Standard: 0.01 fibers per cubic centimeter

Alternative Indoor Air Standard: The upper bound of the range defined by the 95% confidence interval of the average of all Work Area samples collected prior to start of work

Daily:

From start of work of Section 01526, Temporary Enclosures, through the work of Section 01711, Project Decontamination, the Owner's agent may be taking the following samples on a daily basis:

Background Sampling LPM	Minimum No. of Samples	Analysis Method	Limit of Detection Fibers/cc	Limit of Quantification Fibers/cc	Recommended Volume (Liters)	Rate-
Outside Each Work Area at Critical Barrier	2**	PCM	<0.01	0.024	1,200	9-12
Output Pressure Differential System	1***	PCM	<0.01	0.024	1,200	9-12

*The number of samples collected is dependent on the type of activity, the extent of the work and work practices.

**The number of samples collected is dependent on the extent of the Work Area, the relationship of the Work Area to the surrounding areas and the HVAC system, building occupancy, integrity of the containment system, fiber type and amount of asbestos being abated.

***The number of samples is based on the number of HEPA-filtered fan units in operation. A minimum of 1 sample must be collected for every 3 HEPA-filtered fan units exhausting to the outside of the building. Every fan unit exhausted indoors shall be monitored.

Additional samples may be taken at the Owner's or Owner's Representative's discretion. If airborne fiber counts exceed allowed limits, additional samples will be taken as necessary to monitor fiber levels.

The Contractor will have access to all air monitoring tests and results.

LABORATORY TESTING

The Contractor may employ the services of a testing laboratory to perform analyses of the air samples. If analysis is not completed on site immediately after the collection of the air samples, the outside technician will ensure samples are delivered by a carrier for next-day delivery. A verbal report on analytical results will be provided within 24 hours.

The Contractor will have access to all air monitoring tests and results.

The testing laboratory will provide a record of all on-site monitoring including calibrations, sampling methods, volume flow rate, sampling period, and analytical results.

Written Reports: all air monitoring tests will be posted at the job site on a daily basis.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

ADDITIONAL TESTING:

The Contractor may conduct his own air monitoring and laboratory testing. If he elects to do this, the cost of such air monitoring and laboratory testing shall be at no additional cost to the Owner.

PERSONAL MONITORING:

Owner will not be performing air monitoring to meet Contractor's OSHA requirements for personnel sampling or any other purpose. The Contractor will provide OSHA-required personal sample results for each day samples are collected. The results will be provided to the Owner's Representative within 24 hours of the date collected.

End of Section 01410

SECTION 01421 – PROJECT CLEARNACE – LEAD-BASED PAINT

RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division-1 Specification Sections apply to this section.
- 1. **Visual Inspection:** Required as a prerequisite of sampling as set forth in Section 01715 Project Decontamination.

DESCRIPTION OF THE WORK

- A. **Not in Contract Sum:** This section describes work being performed by the Owner's Project Monitor. This work is not in the Contractor's Contract Sum.
- B. This sections sets forth required surface lead dust concentrations in the work area and describes testing procedures that the Owner will use to measure these levels.

ANALYTICAL METHODS

- A. Atomic Absorption Spectroscopy or Inductively Coupled Plasma Emission Spectroscopy will be used for analysis of:
 - 1. **Surface lead dust wipe samples**

VISUAL INSPECTION:

- A. Work of this section will not begin until the visual inspection described in Section 01715 Project Decontamination has been completed and certified by the Project Monitor.

CLEARANCE CRITERIA:

- A. **Wipe Sampling Clearance:** Decontamination is complete when every sample is at or below the following levels. If clearance levels are not satisfactory, the decontamination is incomplete and re-cleaning per Section 01715 – Project Decontamination is required at no additional cost to the Owner:
 - 1. Floors: 10 micrograms per square foot
 - 2. Elevated Surfaces*: 100 micrograms per square foot

*Elevated surfaces will include window stools, equipment & other miscellaneous elevated surfaces

SCHEDULE OF SAMPLES: At the completion of the hazard reduction, the following samples will be collected:

- 1 floor dust wipe sample will be collected from each room area, hall, office, bathrooms, storage rooms, weight room, storage underneath the stage, etc.
- 2 floor dust wipe samples will be collected for the first 2,000 square feet in large common areas (i.e. gym, indoor playground), per phase and floor level, with one additional sample collected for each 2,000 square feet per Phase and floor level.
- 2 elevated surface levels will be sampled for the first 2,000 square feet of large common areas (i.e. gym, indoor playground) with one additional sample collected for each 2,000 square feet per Phase and floor level. (elevated surfaces per room may include window stools, support beams, or other elevated surfaces remaining in the room which were not part of the demolition.)
- Stairs – one dust wipe will be collected from the landing; one sample will be collected from a stair tread and one sample will be collected from a window stool (if applicable).

PART 2 – PRODUCT (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

End of Section 01421

SECTION 01503 - TEMPORARY FACILITIES - ASBESTOS ABATEMENT

RELATED DOCUMENTS:

Drawings and general provisions of the Contract, including General and Supplementary Conditions, Modifications to General Conditions, Additional Articles (when applicable) and other Division-1 Specification Sections, apply to work of this section.

DESCRIPTION OF REQUIREMENTS:

General: Provide temporary connection to existing building utilities or provide temporary facilities as required herein or as necessary to carry out the work.

SUBMITTALS

Before the Start of Work: Submit the following to the Owner's Representative for review. Begin no work until these submittals are provided to the Owner's Representative.

Scaffolding: submit list of rolling and fixed scaffolding intended for use on the project. Submit sufficient detail to indicate compliance with applicable worker safety regulations or other requirements (when applicable).

Hot water heater: Submit manufacturers name, model number, size in gallons, heating capacity, power requirements.

Decontamination Unit Sub-panel: Submit product data.

Ground Fault Circuit Interrupters (GFCI): Submit product data.

Lamps and Light Fixtures: Submit product data.

Temporary Heating Units: Provide product data.

Temporary Cooling Units: Provide product data and installation instructions.

First Aid Supplies: Provide list of contents of first aid kit. Submit in the form of check list.

Fire Extinguishers: Provide product data. Submit schedule indicating location at job site.

PART 2 - PRODUCTS

MATERIALS AND EQUIPMENT:

General: Provide new or used materials and equipment that are undamaged and in serviceable condition. Provide only materials and equipment that are recognized as being suitable for the intended use, by compliance with appropriate standards.

SCAFFOLDING:

Provide all scaffolding, ladders and/or staging, etc. as necessary to accomplish the work of this contract. Scaffolding may be of suspension type or standing type such as metal tube and coupler, tubular welded frame, pole or outrigger type or cantilever type. The type, erection and use of all scaffolding shall comply with all applicable OSHA provisions.

Equip rungs of all metal ladders, etc. with an abrasive non-slip surface.

Provide a nonskid surface on all scaffold surfaces subject to foot traffic.

WATER SERVICE:

Temporary Water Service Connection: All connections to the Owner's water system shall be connected to an existing source unless one is not available in the area. Valves shall be temperature and pressure rated for operation of the temperatures and pressures encountered. After completion of use, connections and fittings shall be removed without damage or alteration to existing water piping and equipment. Leaking or dripping valves shall be piped to the nearest drain or located over an existing sink or grade where water will not damage existing finishes or equipment.

Water Hoses: Employ heavy-duty abrasion-resistant hoses with a pressure rating greater than the maximum pressure of the water distribution system to provide water into each work area and to each Decontamination Unit. Provide fittings as required to allow for connection to existing wall hydrants or spouts, as well as temporary water heating equipment, branch piping, showers, shut-off nozzles, and equipment.

Hot Water: may be secured from the building hot water system, provided backflow protection is installed at point of connection as described in this section under Temporary Water Service connection, and if authorized in writing by the Owner's Representative.

ELECTRICAL SERVICE:

General: Comply with applicable NEMA, NECA and UL standards and governing regulations for materials and layout of temporary electric service.

Temporary Power: Provide service to Decontamination Unit subpanel with minimum 60 amp, 2 pole circuit breaker or fused disconnect connected to the building's main distribution panel. Subpanel and disconnect shall be sized and equipped to accommodate all electrical equipment required for completion of the work.

Voltage Differences: Provide identification warning signs at power outlets which are other than 110-120 volt power. Provide polarized outlets for plug-in type outlets, to prevent insertion of 110-120 volt plugs into higher voltage outlets. Dry type transformers shall be provided where required to provide voltages necessary for work operations.

Ground Fault Protection: Equip all circuits for any purpose entering the Work Area with ground fault circuit interrupters (GFCI). Locate GFCI's exterior to Work Area so that all circuits are protected prior to entry to Work Area. Provide circuit breaker type ground fault circuit interrupters (GFCI) equipped with test button and reset switches for all circuits to be used for any purpose in work area, decontamination units, exterior, or as otherwise required by national electrical code, OSHA, or other authority. Locate in panel exterior to Work Area.

Electrical Power Cords: Use only grounded extension cords; use "hard service" cords when exposed to abrasion and traffic. Use single lengths or use waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas of work.

Lamps and Light Fixtures: Provide general service incandescent lamps or fluorescent lamps of wattage indicated or required for adequate illumination as required by the work or this section. Protect lamps with guard cages or tempered glass enclosures, where fixtures are exposed to breakage by construction operations. Provide vapor tight fixtures in work areas and decontamination units. Provide exterior fixtures where fixtures are exposed to the weather or moisture.

FIRST AID:

First Aid Supplies: Comply with governing regulations and recognized recommendations within the construction industry.

FIRE EXTINGUISHERS:

Fire Extinguishers: Provide Type "A" fire extinguishers for temporary offices and similar spaces where there is minimal danger of electrical or grease-oil-flammable liquid fires. In other locations provide type "ABC" dry chemical extinguishers or a combination of several extinguishers of NFPA recommended types for the exposures in each case.

PART 3 - EXECUTION

SCAFFOLDING:

During the erection and/or moving of scaffolding, care must be exercised so that the polyethylene floor covering is not damaged.

Clean as necessary debris from non-slip surfaces.

At the completion of abatement work clean all construction aids within the work area, wrap in one layer of 6 mil polyethylene sheet and seal before removal from the Work Area.

INSTALLATION, GENERAL:

General: Use qualified tradesmen for installation of temporary services and facilities. Locate temporary services and facilities where they will serve the entire project adequately and result in minimum interference with the performance of the Work.

Require that tradesmen accomplishing this work be licensed as required by local authority for the work performed.

Relocate, modify, and extend services and facilities as required during the course of work so as to accommodate the entire work of the project.

WATER SERVICE:

General: Water connection (without charge) to Owner's existing potable water system is limited to one 3/4" pipe-size connection, and a maximum flow of 10 gpm each to hot and cold water supply. Install using vacuum breakers or other backflow preventers as required by local authority. Hot water shall be supplied at a minimum temperature of 100 F. Supply hot and cold water to the Decontamination Unit in accordance with Section 01516. In addition, water shall be supplied for the following uses:

Maintain hose connections and outlet valves in leakproof condition. When finished work below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize the possibility of water damage. Drain water promptly from pans as it accumulates.

ELECTRICAL SERVICE:

General: Provide a weatherproof, grounded temporary electric power service and distribution system of sufficient size, capacity, and power characteristics to accommodate performance of work during the construction period. Install temporary lighting adequate to provide sufficient illumination for safe work and traffic conditions in every area of work.

Lockout: Lockout all existing power to or through the work area as described below. Unless specifically noted otherwise existing power and lighting circuits to the Work Area are not to be used. All power and lighting to the Work Area and Decontamination facilities are to be provided from temporary electrical panel described below.

Lockout power to Work Area by switching off all breakers serving power or lighting circuits in work area. Label breakers with tape over breaker with notation "DANGER circuit being worked on". Lock panel and have all keys under control of Contractor's Superintendent or Owner's designated Representative.

Lockout power to circuits running through the Work Area wherever possible by switching off all breakers serving these circuits. Label breakers with tape over breaker with notation "DANGER circuit being worked on". Sign and date danger tag. Lock panel and supply keys to Contractor, Owner, and Owner's Representative. If circuits cannot be shut down for any reason, label at intervals 4'-0" on center with tags reading, "DANGER live electric circuit. Electrocution hazard."

Temporary Electrical Panel: Provide temporary electrical panel sized and equipped to accommodate all electrical equipment and lighting required by the work. Connect temporary panel to existing building electrical system. Protect with circuit breaker or fused disconnect. Locate temporary panel as directed by Owner or Owner's Representative.

Power Distribution System: Provide circuits of adequate size and proper characteristics for each use. In general run wiring overhead and rise vertically where wiring will be at least exposed to damage from construction operations.

Circuit Protection: Protect each circuit with a ground fault circuit interrupter (GFCI) of proper size located in the temporary panel. Do not use outlet type GFCI devices.

Temporary Wiring: in the Work Area shall be type UF non-metallic sheathed cable located overhead and exposed for surveillance. Do not wire temporary lighting with plain, exposed (insulated) electrical conductors. Provide liquid tight enclosures or boxes for wiring devices.

Number of Branch Circuits: Provide sufficient branch circuits as required by the work. All branch circuits are to originate at temporary electrical panels. At minimum provide the following:

One Circuit for each HEPA filtered fan unit

For power tools and task lighting, provide one temporary 4-gang outlet in the following locations. Provide a separate 110-120 Volt, 20 Amp circuit for each 4-gang outlet (4 outlets per circuit).

One outlet in the work area for each 2500 square feet of work area

One outlet at each decontamination unit, located in equipment room

110-120 volt 20 amp branch circuits with 4-gang outlet for Owner's exclusive use while conducting air sampling during the work as follows:

One in each work area

One at clean side of each Decontamination Unit.

One at each exhaust location for HEPA filtered fan units

110-120 volt 20 amp branch circuits with 4-gang outlet for Owner's exclusive use for conducting final air sampling as set forth in Section 01714 Work Area Clearance as follows:

Five inside work area

Two outside work area in location designated by Owner's Representative

TEMPORARY LIGHTING:

Lockout: Lock out all existing power to lighting circuits in the Work Area as described in section 01526 Temporary Enclosures. Unless specifically noted otherwise existing lighting circuits to the Work Area are not to be used. All lighting to the Work Area and Decontamination facilities is to be provided from temporary electrical panel described above.

Provide the following or equivalent where natural lighting or existing building lighting does not meet the required light level:

One 200-watt incandescent lamp per 1000 square feet of floor area, uniformly distributed, for general construction lighting, or equivalent illumination of a similar nature. In corridors and similar traffic areas provide one 100-watt incandescent lamp every 50 feet. In stair ways and at ladder runs, provide one lamp minimum per story, located to illuminate each landing and flight. Provide sufficient temporary lighting to ensure proper workmanship everywhere, by combined use of daylight, general lighting, and portable plug-in task lighting.

Provide lighting in areas where work is being performed as required to supply a 100 foot candle minimum light level.

Provide lighting in any area subjected to a visual inspection as required to supply a 100 foot candle minimum light level.

Provide lighting in the Decontamination Unit as required to supply a 50 foot candle minimum light level.

Number of Lighting Circuits: Provide sufficient lighting circuits as required by the work. All lighting circuits are to originate at temporary electrical panels.

Circuit Protection: Protect each circuit with a ground fault circuit interrupter (GFCI) of proper size located in the temporary panel.

PROJECT ADMINISTRATOR'S FIELD OFFICE:

Project Administrator's Field Office: Provide office space near the work area.

SANITARY FACILITIES:

Toilets: Use of the Owner's existing toilet facilities will be available.

FIRE EXTINGUISHERS:

Fire Extinguishers: Comply with the applicable recommendations of NFPA Standard 10 "Standard for Portable Fire Extinguishers". Locate fire extinguishers where they are most convenient and effective for their intended purpose but provide not less than one extinguisher in each Work Area in Equipment Room and One outside Work Area in Clean Room.

END OF SECTION – 01503

SECTION 01504 – CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS- LEAD-BASED PAINT

RELATED DOCUMENTS:

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

DESCRIPTION OF REQUIREMENTS:

General: Provide temporary connection to existing building utilities or provide temporary facilities as required herein or as necessary to carry out the work.

SUBMITTALS

- i) **Before the Start of Work:** Submit the following to the Designer for review. Begin no work until these submittals are returned with Designer's action stamp indicating that the submittal is returned for unrestricted use or final-but-restricted use.
- ii) **Scaffolding:** Submit a list of rolling and fixed scaffolding intended for use on the project. Submit sufficient detail to indicate compliance with applicable worker safety regulations or other requirements.
- iii) **Hot Water Heater:** Submit manufacturers name, model number, size in gallons, heating capacity, power requirements.
- iv) **Decontamination Unit Sub-panel:** Submit product data.
- v) **Ground Fault Circuit Interrupters (GFCI):** Submit product data.
- vi) **Lamps and Light Fixtures:** Submit product data
- vii) **Temporary Heating Units:** Submit product data.
- viii) **Temporary Cooling Units:** Submit product data and installation instructions.
- ix) **Self-Contained Toilet Units:** Provide product data and the name of sub-contractor used for servicing self-contained toilets. Submit method to be used for servicing.
- x) **First Aid Supplies:** Provide a list of contents of first aid kit. Submit in the form of check list.
- xi) **Fire Extinguishers:** Provide product data. Submit schedule indicating location at job site.

PRODUCTS

MATERIALS AND EQUIPMENT:

- i) **General:** Provide new or used materials and equipment that are undamaged and in serviceable condition. Provide only materials and equipment that are recognized as being suitable for the intended use, by compliance with appropriate standards.

SCAFFOLDING:

- i) Provide all scaffolding, ladders and/or staging, etc. as necessary to accomplish the work of this contract. Scaffolding may be of suspension type; or standing type such as metal tube and coupler, tubular welded frame, pole or outrigger type or cantilever type. The type, erection and use of all scaffolding shall comply with all applicable OSHA provision.
- ii) Equip rungs of all metal ladders, etc. with an abrasive non-slip surface.
- iii) Provide a non-skid surface on all scaffold surfaces subject to foot traffic.

WATER SERVICE:

- i) **Temporary Water Service Connection:** All connections to the Owner's water system shall include backflow protection. Valves shall be temperature and pressure rated for operation of the temperatures and pressures encountered. After completion of use, connections and fittings shall be removed without damage or alteration to existing water piping and equipment. Leaking or dripping valves shall be piped to the nearest drain or located over an existing sink or grade where water will not damage existing finishes or equipment.
- ii) **Water Hoses:** Employ heavy-duty abrasion-resistant hoses with a pressure rating greater than the maximum pressure of the water distribution system to provide water into each work area and to each Decontamination Unit. Provide fittings as required to allow for connection to existing wall hydrants or spouts, as well as temporary water heating equipment, branch piping, showers, shut-off nozzles, and equipment.
- iii) **Water Heater:** Provide UL rated 40 gallon electric water heater to supply hot water for the Decontamination Unit shower. Activate from 30 amp circuit breaker located within the Decontamination Unit subpanel. Provide relief valve compatible with water heater operation; pipe relief valve down to drip pan on floor with type L copper. Drip pans shall consist of a 12" x 12" x 6" (30 cm x 30 cm x 15cm) deep pan, made of 19 gage galvanized steel, with handles. A 3-quart (3 L) kitchen saucepan may be substituted

for this purpose. The drip pan shall be securely fastened to the water heater with bailing wire or similar material. The wiring of the water heater shall be in compliance with NEMA, NECA, and UL standards.

ELECTRICAL SERVICE:

- i) **General:** Comply with applicable NEMA, NECA, and UL standards and governing regulations for materials and layout of temporary electric service. Provide equipment which is compatible with existing electrical characteristics and available power. If existing power is either incompatible or inadequate for performance of the Work, provide auxiliary generator(s) located outside of the building.
- ii) **Temporary Power:** Provide service to Decontamination Unit subpanel with minimum 60 amp, 2 pole circuit breaker or fused disconnect connected to the building main distribution panel. Subpanel and disconnect shall be sized and equipped to accommodate all electrical equipment required for completion of the Work.
- iii) **Voltage Differences:** Provide identification warning signs at power outlets which are other than 110-120 volt power. Provide polarized outlets for plug-in type outlets, to prevent insertion of 110-120 volt plugs into higher voltage outlets. Dry type transformers shall be provided where required to provide voltages necessary for work operations.
- iv) **Ground Fault Protection:** Equip all circuits for any purpose entering the Work Area with ground fault circuit interrupters (GFCI). Locate GFCI's exterior to Work Area so that all circuits are protected prior to entry to Work Area. Provide circuit breaker type ground fault circuit interrupters (GFCI) equipped with test button and reset switches for all circuits to be used for any purpose in work area, decontamination units, exterior, or as otherwise required by national electrical code, OSHA, or other authority. Locate in panel exterior to Work Area.

ELECTRICAL EQUIPMENT:

- i) **Electrical Power Cords:** Use only grounded extension cords; use "hard-service" cords where exposed to abrasion and traffic. Use single lengths or use waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach areas of work
- ii) **Lamps & Light Fixtures:** Provide sealed quartz halogen construction lights, general service incandescent lamps or fluorescent lamps of wattage indicated or required for adequate illumination as required by the work of this section. Protect lamps with guard cages where fixtures are exposed to breakage by construction operations. Provide lighting with a secure base

to insure that they will not be knocked over. Keep lights away from combustible materials.

TEMPORARY HEAT:

- i) **Heating Units:** Provide temporary heating units that have been tested and labeled by UL, FM or another recognized trade association related to the fuel being consumed. Use steam or hot water radiant heat where available, and where not available use electric resistant fin radiation supplied from a branch circuit with ground fault circuit interrupter.

TEMPORARY COOLING:

- i) **Cooling Units:** Provide temporary cooling units consisting of a fan coil unit inside the work area with a compressor and heat rejection coil outside.

FIRST AID:

- i) **First Aid Supplies:** Comply with governing regulations and recognized recommendations within the construction industry.

FIRE EXTINGUISHERS:

- i) **Fire Extinguishers:** Provide Type “A”: fire extinguishers for temporary offices and similar spaces where there is minimal danger of electrical or grease-oil-flammable liquid fires. In other locations provide type “ABC” dry chemical extinguishers, or a combination of several extinguishers of NFPA recommended types for the exposures in each case.

EXECUTION

SCAFFOLDING:

- i) Require that a Competent Person supervise the erection, movement, and dismantling of scaffolding in accordance with OSHA 29 CFR 1926.451
- ii) During the erection and/or moving of scaffolding, care must be exercised so that the polyethylene floor covering is not damaged.
- iii) Clean, as necessary, debris from non-slip surfaces.
- iv) At the completion of abatement work, clean all construction aids within the work area, wrap in one layer of 6 mil polyethylene sheet and seal before removal from the work area.

INSTALLATION - GENERAL:

- i) **General:** Use qualified tradesmen for installation of temporary services and facilities. Locate temporary services and facilities where they will serve the entire project adequately and result in minimum interference with the performance of the Work.
 - 1) Require that tradesmen accomplishing this work be licensed as required by local authority for the work performed.
- ii) Relocate, modify, and extend services and facilities as required during the course of Work so as to accommodate the entire work of the project.

WATER SERVICE:

- i) **General:** Water connection (without charge) to Owner's existing potable water system is limited to one ¾" pipe size connection, and a maximum flow of 10 gpm each to hot and cold water supply. Install vacuum breakers or other backflow preventers as required by local authority.
- ii) Maintain hose connections and outlet valves in leak-proof condition. When finished work below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize the possibility of water damage. Drain water promptly from pans as it accumulates.

TEMPORARY POWER – REGULATED AREAS:

- i) **General:** Use existing power available in the Work Area.
- ii) **Circuit Protection:** Protect each tool or extension cord with a ground fault circuit interrupter (GFCI) of proper size. GFCI can be the type that plugs into existing duplex outlets. Ensure that the outlet is properly grounded before installation of GFCI.

ELECTRICAL SERVICE:

- i) **General:** Provide a weatherproof, grounded temporary electric power service and distribution system of sufficient size, capacity, and power characteristics to accommodate performance of work during the construction period. Install temporary lighting adequate to provide sufficient illumination for safe work and traffic conditions in every area of work.
- ii) **Lockout:** Lockout all existing power to or through work area as described below. Unless specifically noted otherwise, existing power and lighting circuits to the work area are not to be used. All power and lighting to work Area is to be provided from temporary electrical panel described below:
 - 1. Lockout power to work area by switching off all breakers servicing power or lighting circuits in work area. Label breakers with tape over

- breaker with notation "DANGER, Circuit Being Worked On." Lock panel and have all keys under control of Contractor's Superintendent or Owner's designated representative.
2. Lockout power to circuits running through work area wherever possible by switching off all breakers servicing these circuits. Label breakers with tape over breaker with notation "DANGER – Live Electric Circuit – Electrocutation Hazard."
- iii) **Temporary Electrical Panel:** Provide temporary electrical panel sized and equipped to accommodate all electrical equipment and lighting required by the work. Connect temporary panel to existing building electrical. Protect with circuit breaker or fused disconnect. Located temporary panel as directed by Owner or Designer.
 - iv) **Power Distribution System:** Provide circuits of adequate size and proper characteristics for each use. In general run wiring overhead and rise vertically where wiring will be least exposed to damage from construction operations.
 - v) **Circuit Protection:** Protect each circuit with a ground fault circuit interrupter (GFCI) of proper size located in the temporary panel. Do not let use outlet type GFCI devices.
 - vi) **Temporary Wiring:** In the work area shall be type UF non-metallic sheathed cable located overhead and exposed for surveillance. Do not wire temporary lighting with plain, exposed (insulated) electrical conductors. Provide liquid tight enclosures or boxes for wiring devices.
 - vii) **Number of Branch Circuits:** Provide sufficient branch circuits as required by the work. All branch circuits are to originate at temporary electrical panels. At minimum provide the following:
 - 1) For power tools and task lighting, provide one temporary 4-gang outlet in the following locations. Provide a separate 110-120 Volt, 20 Amp circuit for each 4-gang outlet (4 outlets per circuit).
 - a) One outlet in the work area for each 2500 square feet of work area.
 - b) One outlet at each decontamination unit, located in the equipment room.
 - 2) 110-120 volt 20 amp branch outlet with 4-gang outlet for Owner's exclusive use while conducting air sampling during the work as follows:
 - a) One in each work area
 - b) One at clean side of each Decontamination Unit.

TEMPORARY LIGHTING – REGULATED AREAS:

- i) **General:** Provide sufficient temporary lighting to ensure proper workmanship everywhere; by combined use of daylight, general lighting, and portable plug-in task lighting.
- ii) **Circuit Protection:** Protect each light with a ground fault circuit interrupter (GFCI) of proper size. GFCI can be a type that plugs into existing duplex outlets. Ensure that the outlet is properly grounded before installation of GFCI.

TEMPORARY LIGHTING – CONTAINMENT:

- i) **Lockout:** Lockout all existing power to lighting circuits in work area. Unless specifically noted otherwise, existing lighting circuits to the work area are not to be used. All lighting to the Work area is to be provided from temporary electrical panel described below.
- ii) **Lighting Levels:** Provide the following or equivalent where natural lighting or existing building lighting does not meet the required light level:
 - 1) One 200-watt incandescent lamp per 1000 square feet of floor area, uniformly distributed, for general construction lighting, or equivalent illumination of a similar nature. In corridors and similar traffic areas provide one 100-watt incandescent lamp every 50 feet. In stair ways and at ladder runs, provide one lamp minimum per story, located to illuminate each landing and flight. Provide sufficient temporary lighting to ensure proper workmanship everywhere, by combined use of daylight, general lighting, and portable plug-in task lighting.
 - 2) Provide lighting in areas where work is being performed as required to supply a 100 foot candle minimum light level.
 - 3) Provide lighting in any area subjected to a visual inspection as required to supply a 100 foot candle minimum light level.
 - 4) Provide lighting in the Decontamination Unit as required to supply a 50 foot candle minimum light level.
- iii) **Number of Lighting Circuits:** Provide sufficient lighting circuits as required by the work. All lighting circuits are to originate at temporary electrical panels.
- iv) **Circuit Protection:** Protect each circuit with a ground fault circuit interrupter (GFCI) of proper size located in the temporary panel.

TEMPORARY HEAT:

- i) **General:** Provide temporary heat where indicated or needed for performance of the Work.

- ii) **Temperature:** Maintain a minimum temperature of 60 degrees F. where finished work has been installed.
- iii) **Temperature in Shower:** Maintain a minimum temperature of 75 degrees F. in shower of the decontamination unit.
- iv) **Temperature:** Maintain a minimum temperature of 60 degrees F. in the Work Area at all times that work is going on. At all other times and at completion of removal work, but before the start of reconstruction work, maintain a minimum temperature of 50 degrees F.
- v) **Temperature:** Maintain a minimum temperature of 50 degrees F. in the Work Area at all times during and after removal work.

PROJECT MONITOR'S FIELD OFFICE: Provide a Project Monitor's Field Office near work areas.

SANITARY FACILITIES:

- i) **Toilets:** Use of the Owner's existing toilet facilities, as indicated, will be permitted, so long as these facilities are properly cleaned and maintained in a condition acceptable to the Owner. At substantial completion, restore these facilities to the condition prevalent at the time of initial use. Written permission from the Owner must be obtained, and all provisions of these specifications regarding leaving the work area are met.

FIRE EXTINGUISHERS:

- i) **Fire Extinguishers:** Comply with the applicable recommendations of NFPA Standard 10 "Standard for Portable Fire Extinguishers". Locate the appropriate class of fire extinguishers where they are most convenient and effective for their intended purpose.

STORAGE FACILITIES:

- i) **Storage:** The Contractor shall be permitted to store materials associated with the work activity temporarily within the complex for the duration of the project. Workers will be provided with a clean area for eating, drinking, and changing of clothes. A designated break area will be maintained clean with dust levels below 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$). Waste generated during abatement shall be stored in a construction trailer in addition to the above.

End of Section 01504

SECTION 01506 – WORK AREA CONTAINMENT – LEAD-BASED PAINT

RELATED DOCUMENTS

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

RELATED WORK SPECIFIED ELSEWHERE

- A. Temporary Facilities:** is specified in Section 01504
- B. Worker Protection:** is specified in Section 01555
- C. Respiratory Protection:** is specified in Section 01556

DESCRIPTION OF WORK

- A.** The work of this section consists of preparing a work area for interior work of the following specification Sections.
 - 1. **Section 01715** Project Decontamination – Lead-Based Paint
 - 2. **Section 02065** Removal of Lead-Based Painted Substances
 - 3. **Section 02068** Removal of Lead-Containing Dust
 - 4. **Section 06402** Carpentry and Trim Work – Lead-Based Paint
 - 5. **Section 06403** Repair of Lead-Based Painted Surfaces

PRODUCTS

- A. HEPA Filtered Vacuum Cleaners:** subject to compliance requirements
- B. Duct Tape:** Provide 2" (51 mm) width tape with an adhesive which is formulated to aggressively stick to sheet polyethylene
- C. Wet Detergent Wash:** Provide detergent or cleaning agent formulated to be effective in removing lead dust. Follow dilution ratio recommended by the manufacturer's instructions
- D. Plastic Sheet:** A single polyethylene film in the largest sheet size possible to minimize seams. 6.0 mils thick.

EXECUTION

- A. SECURING WORK AREA:** Secure work area from access by public, occupants, staff, or users of the building. Accomplish this where possible, by locking doors, windows, or other means of access to the area.
- B. DEMARCATION OF WORK AREA**

1. Demarcate each Work Area as described below
2. Provide warning signs at each locked door and at entrance to change room leading to the controlled area reading as follows:

DANGER

LEAD WORK AREA

MAY DAMAGE FERTILITY OR THE UNBORN CHILD

CAUSES DAMAGE TO THE CENTRAL NERVOUS SYSEM

DO NOT EAT, DRINK OR SMOKE IN THIS AREA

SCHEDULING

- A. Work may be carried out during normal working hours in those areas which can be completely secured from access by building occupants, the public and staff

INTERIOR ABATEMENT GENERAL PROCEDURES

- A. The following precautions and procedures have application to work of this section. Workers must exercise caution to avoid the release of lead dust into the air and to contain lead dust within the work area.
 1. Before the start of work comply with requirements for worker protection in Section 01555, and respiratory protection in Section 01556.
 2. Do not allow eating, drinking, smoking, chewing tobacco or gum, or applying cosmetics in the Work Area.
 3. Shut down any air handling equipment bringing air into or out of the Work Area
 4. Pick up any debris which may puncture polyethylene sheeting from floor and other surfaces in the immediate location of the work prior to commencing work by hand or use of a High Efficiency Particulate Air (HEPA) filtered vacuum.
 5. Cover floor in work area with at least one (1) layer of 6 mil polyethylene sheeting when applicable during demolition activities. Secure with duct tape and tape all seams.
 6. Be certain polyethylene sheeting is square and tight to all corners of walls, cabinetry, etc. so it will not be punctured or pulled loose by workers, ladders, tools, etc.
 7. Except for egress to change room, seal all openings, doorways, supply and exhaust vents, and convectors within the work area with 6 mil polyethylene sheeting secured and completely sealed with duct tape. Cover all cabinetry to remain with one (1) sheet of 6 mil polyethylene sheeting. Seal windows if not

- part of hazard reduction. Replace broken glass or cover window openings with 1/2 " (13mm) CDX plywood.
8. Provide an approximately 3'-0" by 3'-0" (1m x 1m) Change Room, with additional space as required for storage, attached to work area. Fabricate Change Room from 6 mil sheet plastic. Locate so that access to the Work Area is through the Change Room.
 9. Cover floor in front of entry to Change Room with one layer of 6 mil sheet plastic. Securely anchor sheet plastic to prevent slipping.
 10. Provide Flapped Door as entry to Change Room from work area and exit from Change Room to non-work side of area. Fabricate each flapped door from overlapping contacting layers of sheet plastic. Fasten each layer on the top and one side. Each flap is to be 3" (76 mm) longer than door opening. Reinforce the free side and bottom of each sheet with duct tape. Alternate sides that are fastened on each layer. Form arrows pointing to the entry side with duct tape on inside and outside of door.
 11. At entry to Change Room post an approximately 20 inch by 14 inch (508mm x 356mm) manufactured caution sign displaying the legend cited above.
 12. Complete requirements of the following:
 - a. **Section 01555** Worker Protection – Lead-Based Paint
 - b. **Section 01556** Respiratory Protection – Lead-Based Paint
 13. At the end of work shift remove any paint chips, dust and debris which collects on the sheeting either by using a HEPA vacuum or by spraying with wet wash solution, collect debris with wet paper towels, place in disposal bag while still wet, and clean surface of plastic sheet with wet paper towels. Leave work area visibly clean of debris at the end of each day.
 14. Complete the following at completion of Work in an area before entering Change Room. (Minimum 2 man procedure)
 - a. Each worker shall be HEPA vacuumed thoroughly by the other worker. First worker shall then enter the Change Room.
 - b. While standing on plastic drop sheet thoroughly HEPA vacuum ladder and any tools used and pass to worker in Change Room.
 15. Perform a thorough cleanup of the entire work area daily during active Hazard Reduction Activities.
 - a. **Large Debris:** Large debris (e.g. doors, trim, casings, etc.) shall be transported to a designated covered and secured dumpster, preventing tracking of lead-based paint by using a runner or other approved method.
 - b. **Small Debris:** Small debris shall be collected by HEPA vacuuming all surfaces or by wet misting the area with wet wash solution. Sweep debris while wet and place in 6 mil disposal bags. Seal with duct tape and move to designated waste storage area.

- 16.** Wet wipe the exterior surfaces of all disposal bags or large items wrapped in 6 mil polyethylene sheeting prior to exiting the work area.
- 17.** If moving to the next work area in the same secured area: Worker on the drop sheet dons clean foot covers, placing each foot, in turn, off the sheet as the foot cover is put on. Remove clean foot covers at the next Work Area while standing on the sheet. Dispose of the used foot covers at completion of work in that area. Do not reuse foot cover to move off the sheet.
- 18.** If work day is complete or if the next work area is in another secured area: follow decontamination procedures in Section 01555 – Worker Protection.

End of Section 01506

SECTION 01513 - TEMPORARY PRESSURE DIFFERENTIAL AND AIR CIRCULATION SYSTEM

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions, Modifications to General Conditions, Additional Articles (when applicable) and other Division-1 Specification Sections, apply to work of this section.

MONITORING

Continuously monitor and record the pressure differential between the Work Area and the building outside of the Work Area with a monitoring device incorporating a continuous recorder (e.g. strip chart).

SUBMITTALS

Before Start of Work: Submit design of pressure differential system to the Owner's Representative for review. Include in the submittal at a minimum:

- Number of HEPA filtered fan units required and the calculations necessary to determine the number of machines

- Description of projected air flow within Work Area and methods required to provide adequate air flow in all portions of the work area

- Anticipated pressure differential across Work Area enclosures

- Description of methods of testing for correct air flow and pressure differentials

- Manufacturer's product data on the HEPA filtered fan units to be used

- Location of the machines in the Work Area

- Method of supplying adequate power to the machines and designation of building electrical panel(s) which will be supplying the power

- Description of work practices to insure that airborne fibers travel away from workers

- Manufacturer's product data on equipment used to monitor pressure differential between inside and outside of Work Area

On a daily basis: Submit printout from pressure differential monitoring equipment, when applicable. Mark the printout with date and start of time for each day. Use printout paper that indicates elapsed time in intervals no greater than hours. Indicate each day's record

times of starting and stopping abatement work, type of work in progress, breaks for lunch or other purposes, periods of stop work, and filter changes. Cut printout into segments by day, attach to 8 ½" by 11" paper. Label with project name, contractors name and date.

QUALITY ASSURANCE:

Monitor pressure differential at Personnel and Equipment Decontamination Units with a differential pressure meter equipped with a continuous recorder. Meter shall be equipped with a warning buzzer which will sound if pressure differential drops below 0.02" of water.

PRODUCTS

HEPA FILTERED FAN UNITS:

General: Supply the required number of HEPA filtered fan units to the site in accordance with these specifications. Use units that meet the following requirements.

Cabinet: Constructed of durable materials able to withstand damage from rough handling and transportation. The width of the cabinet should be less than 30 inches to fit through standard-size doorways. Provide units whose cabinets are:

- Factory-sealed to prevent asbestos-containing dust from being released during use, transport, or maintenance

- Arranged to provide access to and replacement of all air filters from intake end

- Mounted on casters or wheels

Fans: Rate capacity of fan according to usable air-moving capacity under actual operating conditions.

HEPA Filters: Provide units whose final filter is the HEPA type with the filter media (folded into closely pleated panels) completely sealed on all edges with a structurally rigid frame.

- Provide units with a continuous rubber gasket located between the filter and the filter housing to form a tight seal.

- Provide HEPA filters that are individually tested and certified by the manufacturer to have an efficiency of not less than 99.97 percent when challenged with 0.3 um dioctylphthalate (DOP) particles when tested in accordance with Military Standard Number 282 and Army Instruction Manual 136-300-175A. Provide filters that bear a UL586 label to indicate ability to perform under specified conditions.

Provide filters that are marked with: the name of the manufacturer, serial number, air flow rating, efficiency and resistance, and the direction of test air flow.

Prefilters, which protect the final filter by removing the larger particles, are required to prolong the operating life of the HEPA filter. Two stages of prefiltration are required. Provide units with the following prefilters:

First-stage prefilter: low-efficiency type (e.g., for particles 100 um and larger)

Second-stage (or intermediate) filter: medium efficiency (e.g., effective for particles down to 5 um)

Provide units with prefilters and intermediate filters installed either on or in the intake grid of the unit and held in place with special housings or clamps.

Instrumentation: Provide units equipped with:

Magnehelic gauge or manometer to measure the pressure drop across filters and indicate when filters have become loaded and need to be changed

A table indicating the usable air-handling capacity for various static pressure readings on the Magnehelic gauge affixed near the gauge for reference, or the Magnehelic reading indicating at what point the filters should be changed, noting Cubic Feet per Minute (CFM) air delivery at that point

Elapsed time meter to show the total accumulated hours of operation

Safety and Warning Devices: Provide units with the following safety and warning devices:

Electrical (or mechanical) lockout to prevent fan from operating without a HEPA filter

Automatic shutdown system to stop fan in the event of a rupture in the HEPA filter or blocked air discharge

Warning lights to indicate normal operation (green), too high a pressure drop across the filters (i.e., filter overloading) (yellow), and too low of a pressure drop (i.e., rupture in HEPA filter or obstructed discharge) (red)

Audible alarm if unit shuts down due to operation of safety systems

Electrical components: Provide units with electrical components approved by the National Electrical Manufacturers Association (NEMA) and Underwriter's Laboratories (UL). Each unit is to be equipped with overload protection sized for the equipment. The motor, fan, fan housing, and cabinet are to be grounded.

Manufacturers: Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include, but are not limited to, the following:

Aerospace America, Inc. "Aero-Clean 2000"
900 Truman Parkway
P.O. Box 189
Bay City, Michigan 48707

Asbestos Control Technology, Inc. "Micro-Trap"
P.O. Box 183
Maple Shade, NJ 08052

Control Resource Systems, Inc. "Hog" 2000
670 Mariner Drive
Michigan City, Indiana 46360

Global Consumer Services, Inc. "Red Baron"
1721 N. Highland Avenue
Los Angeles, CA 90028

Tri-Dim Filter Corporation "ACCU-2M"
1431 West Lake Street
Chicago, Illinois 60607

EXECUTION

PRESSURE DIFFERENTIAL ISOLATION

Isolate the Work Area from all adjacent areas or systems of the building with a Pressure Differential that will cause a movement of air from outside to inside at any breach in the physical isolation of the Work Area.

Relative Pressure in Work Area: Continuously maintain the work area at an air pressure that is lower than that in any surrounding space in the building, or at any location in the immediate proximity outside of the building envelope. This pressure differential when measured across any physical or critical barrier must equal or exceed a static pressure of:

0.02 inches of water.

Accomplish the pressure differential by exhausting a sufficient number of HEPA filtered fan units from the work area. The number of units required will depend on machine characteristics, the seal at barriers, and required air circulation. The number of units will

increase with increased make-up air or leaks into the Work Area. Determine the number of units required for pressure isolation by the following procedure:

Establish required air circulation in the work area, personnel, and equipment decontamination units.

Establish isolation by increased pressure in adjacent areas or as part of seals where required.

Exhaust a sufficient number of units from the work area to develop the required pressure differential.

The required number of units is the number determined above plus one additional unit.

Vent HEPA filtered fan units to outside of the building unless authorized in writing by Owner's Representative.

Mount units to exhaust directly or through disposable ductwork.

Use only new ductwork except for sheet metal connections and elbows.

Use ductwork and fittings of same diameter or larger than discharge connection on fan unit.

Use inflatable, disposable plastic ductwork in lengths not greater than 75 feet.

Use spiral wire-reinforced flex duct in lengths not greater than 35 feet.

Arrange exhaust as required to inflate duct to a rigidity sufficient to prevent flapping.

If direction of discharge from fan unit is not aligned with duct use sheet metal elbow to change direction. Use six feet of spiral wire reinforced flex duct after direction change.

Pressurize space with exhaust from HEPA filtered fan unit. Continuously maintain a pressure differential with this space a minimum of 0.02 inches of water higher in static pressure than any adjacent space.

Locate HEPA filtered fan unit outside of work area. Fabricate a manifold as required to distribute air to individual spaces to be isolated. Provide relief venting at unit as required to prevent shut down due to low air flow while still maintaining required air pressure.

AIR CIRCULATION IN THE WORK AREA:

Air Circulation: For purposes of this section air circulation refers to either the introduction of outside air to the Work Area or the circulation and cleaning of air within the Work Area.

Air circulation in the Work Area is a minimum requirement intended to help maintain airborne fiber counts at a level that does not significantly challenge the work area isolation measures. The Contractor may also use this air circulation as part of the engineering controls in his worker protection program.

Determining the Air circulation Requirements: Provide a fully operational air circulation system supplying a minimum of the following air circulation rate:

4 air changes per hour based on 75 percent efficiency of the unit.

Determine Number of Units needed to achieve required air circulation according to the following procedure:

Determine the volume in cubic feet of the work area by multiplying floor area by ceiling height. Determine total air circulation requirement in cubic feet per minute (CFM) for the work area by dividing this volume by the air change rate and multiplying by 60.

Air Circulation Required in Cubic Feet of Air per Minute (CFM) =

$$\frac{\text{Volume of work area (cu. ft.)}}{.75 \text{ (minutes per hour)}} \times \text{Number of air changes per hour}$$

Divide the air circulation requirement (CFM) above by capacity of HEPA filtered fan unit(s) used. Capacity of a unit for purposes of this section is the capacity in cubic feet per minute with fully loaded filters (pressure differential which causes loaded filter warning light to come on) in the machine's labeled operating characteristics.

Number of Units Needed =

Air circulation Requirement (CFM)

Capacity of Unit with Loaded Filters (CFM)

Add one (1) additional unit as a backup in case of equipment failure or machine shutdown for filter changing.

EXHAUST SYSTEM:

Pressure differential isolation and air circulation in the Work Area are to be accomplished by an exhaust system as described below.

Exhaust all units from the Work Area to meet air circulation requirement of this section.

Location of HEPA Filtered Fan Units: Locate fan unit(s) so that makeup air enters work area primarily through decontamination facilities and traverses Work Area as much as possible. This may be accomplished by positioning the HEPA filtered fan unit(s) at a maximum distance from the worker access opening or other makeup air sources.

Place End of Unit an intake duct or its exhaust duct through an opening in the plastic barrier or wall covering. Seal plastic around the unit or duct with tape.

Vent to Outside of Building, unless authorized in writing by the Owner's Representative.

Decontamination Units: Arrange Work Area and decontamination units so that the majority of makeup air comes through the Decontamination Units. Use only personnel or equipment Decontamination Unit at any time and seal the other so that make up air passes through unit in use.

Supplemental Makeup Air Inlets: Provide where required proper air flow through the Work Area in location approved by the Owner's Representative by making openings in the plastic sheeting that allow air from outside the building into the Work Area. Locate auxiliary makeup air inlets as far as possible from the fan unit(s) (e.g., on an opposite wall), off the floor (preferably near the ceiling), and away from barriers that separate the Work Area from occupied clean areas. Cover with flaps to reseal automatically if the pressure differential system should shut down for any reason. Spray flap and around opening with spray adhesive so that if flap closes meeting surfaces are both covered with adhesive. Use an adhesive that forms contact bond when dry.

RECIRCULATION SYSTEM:

Pressure differential isolation and air circulation in the Work Area are to be accomplished by a recirculation system as described below.

Recirculate air in the Work Area through HEPA filtered fan units to accomplish air circulation requirements of this section.

Location of Fan Units: Locate HEPA filtered fan units so that air is circulated through all parts of the Work Area, and so that required pressure is maintained at all parts of Work Area geometry. Move units as necessary so that in any location where asbestos-containing materials are being disturbed the discharge from one HEPA filtered fan unit

is blowing contamination away from workers. Direct air flow in these locations so that it is predominantly toward workers' backs at the breathing zone elevation.

AIR CIRCULATION IN DECONTAMINATION UNITS:

Pressure Differential Isolation: Continuously maintain the pressure differential required for the work area in the:

Personnel Decontamination Unit: across the Shower Room with the Equipment Room at a lower pressure than the Clean room.

Equipment Decontamination Unit: Across the Holding Room with the Wash Room at a lower pressure than the Clean Room.

Air Circulation: Continuously maintain air circulation in Decontamination Units at same level as required for Work Area.

Air Movement: Arrange air circulation through the Personnel Decontamination Unit so that it produces a movement of air from the Clean Room through the Shower Room into the Equipment Room. Maintain continuous minimum velocities of Sixty (60) feet per minute in the breathing zone area of the shower and thirty (30) feet per minute in all other locations of the shower.

USE OF THE PRESSURE DIFFERENTIAL AND AIR CIRCULATION SYSTEM:

General: Each unit shall be serviced by a dedicated minimum 115V-20A circuit with ground fault circuit interrupter (GFCI) supplied from temporary power supply installed under requirements of Section 01503 "Temporary Facilities." Do not use existing branch circuits to power fan units.

Testing the System: Test pressure differential system before any asbestos-containing material is wetted or removed. After the Work Area has been prepared, the decontamination facility set up, and the fan unit(s) installed, start the unit(s) (one at a time). Demonstrate operation and testing of pressure differential system to Owner's Representative.

Demonstrate Condition of Equipment for each HEPA filtered fan unit and pressure differential monitoring equipment including proper operation of the following:

Squareness of HEPA Filter

Condition of Seals

Proper operation of all lights

Proper operation of automatic shut down if exhaust is blocked

Proper operation of alarms

Proper operation of magnehelic gauge

Proper operation and calibration on pressure monitoring equipment

Demonstrate Operation of the pressure differential system to the Owner's Representative will include, but not be limited to, the following:

Plastic barriers and sheeting move lightly in toward Work Area,

Curtain of decontamination units move lightly in toward Work Area,

There is a noticeable movement of air through the Decontamination Unit.

Use smoke tube to demonstrate air movement from Clean Room through Shower Room to Equipment Room.

Use smoke tubes to demonstrate a definite motion of air across all areas in which work is to be performed.

Modify the Pressure Differential System as necessary to demonstrate successfully the above.

Use of System During Abatement Operations:

Start fan units before beginning work (before any asbestos-containing material is disturbed). After abatement work has begun, run units continuously to maintain a constant pressure differential and air circulation until decontamination of the work area is complete. Do not turn off units at the end of the work shift or when abatement operations temporarily stop.

Do not shut down air pressure differential system during encapsulating procedures. Supply sufficient pre-filters to allow frequent changes.

Start abatement work at a location farthest from the fan units and proceed toward them. If an electric power failure occurs, immediately stop all abatement work, and do not resume until power is restored and fan units are operating again.

At completion of abatement work, allow fan units to run as specified under section 01711, to remove airborne fibers that may have been generated during abatement work and cleanup and to purge the Work Area with clean makeup air. The units may be required to run for a longer time after decontamination, if dry or only partially wetted asbestos material was encountered during any abatement work.

Dismantling the System:

When a final inspection and the results of final air tests indicate that the area has been decontaminated, fan units may be removed from the Work Area. Before removal from the Work Area, remove and properly dispose of pre-filter, decontaminate exterior of machine and seal intake to the machine with 6 mil polyethylene to prevent environmental contamination from the filters.

END OF SECTION – 01513

SECTION 01514 - NEGATIVE PRESSURE ENCLOSURE - LEAD-BASED PAINT

GENERAL: Required to prevent cross contamination between work areas.

RELATED DOCUMENTS:

- i) Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to work of this section.
- B. Heating and cooling requirements are set forth in Section 01504 Construction Facilities and Temporary Controls - Lead Based Paint.

b) MONITORING

- i) Continuously monitor and record the pressure differential between the Work Area and the building outside of the Work Area with a monitoring device incorporating a continuous recorder such as a strip chart or other graphic recorder.

c) SUBMITTALS

- i) **Before Start of Work:** Submit design of pressure differential system to the Designer for review. Do not begin work until submittal is returned with the Designer's action stamp indicating that the submittal is returned for unrestricted use. Include in the submittal at a minimum:
 - (1) Number of HEPA filtered fan units required and the calculations necessary to determine the number of machines
 - (2) Description of projected air flow within Work Area and methods required to provide adequate air flow in all portions of the work area
 - (3) Anticipated pressure differential across Work Area enclosures
 - (4) Description of methods of testing for correct air flow and pressure differentials
 - (5) Manufacturer's product data on the HEPA filtered fan units to be used
 - (6) Location of the machines in the Work Area
 - (7) Method of supplying adequate power to the machines and designation of building electrical panel(s) which will be supplying the power

- (8) Description of work practices to insure that airborne dust travels away from workers
- (9) Manufacturer's product data on equipment used to monitor pressure differential between inside and outside of Work Area
- (10) Manufacturer's product data on auxiliary generator to be used
- (11) Manufacturer's product data on auxiliary power switch to be used
- (12) Schematic diagram of power and auxiliary power supply to HEPA filtered fan units

d) **QUALITY ASSURANCE:**

- i) Monitor pressure differential at Personnel and Equipment Decontamination Units with a differential pressure meter equipped with a continuous recorder. Meter shall be equipped with a warning buzzer which will sound if pressure differential drops below 0.01" of water (2.49 Pa).

PRODUCTS

a) **HEPA FILTERED FAN UNITS:**

- i) **General:** Supply the required number of HEPA filtered fan units to the site in accordance with these specifications. Use units that meet the following requirements.
- ii) **Cabinet:** Constructed of durable materials able to withstand damage from rough handling and transportation. The width of the cabinet should be less than 30 inches to fit through standard-size doorways. Provide units whose cabinets are:
 - (1) Factory-sealed to prevent lead dust from being released during use, transport, or maintenance
 - (2) Arranged to provide access to and replacement of all air filters from intake end
 - (3) Mounted on casters or wheels
- iii) **Fans:** Rate capacity of fan according to usable air-moving capacity under actual operating conditions.
- iv) **HEPA Filters:** Provide units whose final filter is the HEPA type with the filter media (folded into closely pleated panels) completely sealed on all edges with a structurally rigid frame.

- (1) Provide units with a continuous rubber gasket located between the filter and the filter housing to form a tight seal.
 - (2) Provide HEPA filters that are individually tested and certified by the manufacturer to have an efficiency of not less than 99.97 percent when challenged with 0.3 um dioctylphthalate (DOP) particles when tested in accordance with Military Standard Number 282 and Army Instruction Manual 136-300-175A. Provide filters that bear a UL586 label to indicate ability to perform under specified conditions.
 - (3) Provide filters that are marked with: the name of the manufacturer, serial number, air flow rating, efficiency and resistance, and the direction of test air flow.
- v) Prefilters, which protect the final filter by removing the larger particles, are required to prolong the operating life of the HEPA filter. Two stages of prefiltration are required. Provide units with the following prefilters:
- (1) **First-stage prefilter:** low-efficiency type (e.g., for particles 100 um and larger)
 - (2) **Second-stage (or intermediate) filter:** medium efficiency (e.g., effective for particles down to 5 um)
- vi) Provide units with prefilters and intermediate filters installed either on or in the intake grid of the unit and held in place with special housings or clamps.
- vii) **Instrumentation:** Provide units equipped with:
- (1) Manometer to measure the pressure drop across filters and indicate when filters have become loaded and need to be changed
 - (2) A table indicating the usable air-handling capacity for various static pressure readings on the manometer affixed near the gauge for reference, or the manometer reading indicating at what point the filters should be changed, noting Cubic Feet per Minute (CFM) air delivery at that point
 - (3) Elapsed time meter to show the total accumulated hours of operation

viii) Safety and Warning Devices: Provide units with the following safety and warning devices:

- (1)** Electrical (or mechanical) lockout to prevent fan from operating without a HEPA filter
- (2)** Automatic shutdown system to stop fan in the event of a rupture in the HEPA filter or blocked air discharge
- (3)** Warning lights to indicate normal operation (green), too high a pressure drop across the filters (i.e., filter overloading) (yellow), and too low of a pressure drop (i.e., rupture in HEPA filter or obstructed discharge) (red)
- (4)** Audible alarm if unit shuts down due to operation of safety systems

ix) Electrical components: Provide units with electrical components approved by the National Electrical Manufacturers Association (NEMA) and Underwriter's Laboratories (UL). Each unit is to be equipped with overload protection sized for the equipment. The motor, fan, fan housing, and cabinet are to be grounded.

x) Manufacturers: Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include, but are not limited to, the following:

xi) Manufacturer: Subject to compliance with requirements, provide products of the following:

b) AUXILIARY GENERATOR:

i) Auxiliary Generator: Provide a gasoline-powered self-starting generator with the capacity to power at least 2 or 50% (whichever is greater) of the HEPA filtered fan units in operation at any time during the work.

ii) Auxiliary Power Switch: Provide a switching relay which will automatically start the auxiliary generator and switch over power supplied to HEPA filtered fan units to auxiliary generator.

EXECUTION

a) PRESSURE DIFFERENTIAL ISOLATION

i) Isolate the Work Area from all adjacent areas or systems of the building with a Pressure Differential that will cause a movement of air from outside to inside at any breach in the physical isolation of the Work Area.

- ii) Relative Pressure in Work Area: Continuously maintain the work area at an air pressure that is lower than that in any surrounding space in the building, or at any location in the immediate proximity outside of the building envelope. This pressure differential when measured across any physical or critical barrier must equal or exceed a static pressure of:
 - (1) **0.01 inches of water** (2.49 Pa).
- iii) Accomplish the pressure differential by exhausting a sufficient number of HEPA filtered fan units from the work area. The number of units required will depend on machine characteristics, the seal at barriers, and required air circulation. The number of units will increase with increased make-up air or leaks into the Work Area. Determine the number of units required for pressure isolation by the following procedure:
 - (1) Establish required air circulation in the work area, personnel, and equipment decontamination units.
 - (2) Begin operation of any positive pressure seals that are going to be used. Establish the elevated pressure in any adjacent area that are going to be maintained at a higher pressure.
 - (3) Exhaust a sufficient number of units from the work area to develop the required pressure differential.
- iv) Vent HEPA filtered fan units to outside of building unless authorized in writing by Designer.
- v) Vent each HEPA filtered fan unit to inlet of second unit. Vent the second unit to a controlled area in the building. Insure that controlled area is isolated from balance of building by critical barriers at all times that units are in operation.
 - (1) Mount units to exhaust directly or through disposable ductwork.
 - (2) Use only new ductwork except for sheet metal connections and elbows.
 - (3) Use ductwork and fittings of same diameter or larger than discharge connection on fan unit.
 - (4) Use inflatable, disposable plastic ductwork in lengths not greater than 100 feet.
 - (5) Use spiral wire-reinforced flex duct in lengths not greater than 50 feet.

- (6) Arrange exhaust as required to inflate duct to a rigidity sufficient to prevent flapping.
 - (7) If direction of discharge from fan unit is not aligned with duct use sheet metal elbow to change direction. Use six feet of spiral wire reinforced flex duct at each direction change.
- vi) Isolation of stair towers and return air intakes: Erect seals with an air space at doors to stair towers. Pressurize this space with clean or outside air or air that has been filtered by a HEPA filter so that it is at a pressure greater than either the Work Area elevator shaft or stair tower.
 - (1) Fabricate seal by first sealing door with duct tape and 6 mil polyethylene. Construct a barrier from ½" (13mm) gypsum board supported by 3-5/8" (92mm) 25 gauge metal studs at 16" (408mm) on centers. Space face of barrier a minimum of 3" (76mm) from face of door. Seal barrier with flame resistant 6 mil sheet plastic and duct tape.
 - (2) Fabricate seal by first sealing door with duct tape and 6 mil polyethylene. Construct a barrier from ½" (13mm) CDX plywood supported by 2" X 4" (51 x 102mm) wood studs at 16" (408mm) on centers. Space face of barrier a minimum of 3" (76mm) from face of door. Seal barrier with 6 mil sheet plastic and duct tape.
 - (a) Use plywood and framing lumber that is treated to be fire resistant.
 - (3) Pressurize space with clean air from outside the work area with a small fan (such as a bathroom exhaust fan) or a HEPA filtered fan unit. Continuously maintain a pressure differential with this space a minimum of 0.02 inches of water (4.98 Pa) higher in static pressure than any adjacent space.
 - (4) Locate exhaust fan or HEPA filtered fan unit outside of work area. Fabricate a manifold as required to distribute air to individual spaces to be isolated. Provide relief venting at unit as required to prevent shut down due to low air flow while still maintaining required air pressure.
- vii) Isolation of chases and enclosed stairs: Pressurize chases and enclosed stairs with air filtered through a HEPA filter so that chase is at a pressure greater than any adjacent work area.

- (1) Pressurize space with clean or outside air with a small fan (such as a bathroom exhaust fan) or with a HEPA filtered fan unit. Continuously maintain a pressure differential with this space a minimum of 0.02 inches of water higher in static pressure than any adjacent work area.
- viii) Isolation of chases and enclosed stairs: Pressurize chases and enclosed stairs so that they are at a pressure greater than any adjacent work area.
 - (1) Pressurize space with centrifugal-type fans. Axial type fans are not to be used for this purpose. Continuously maintain a pressure differential in this space a minimum of 0.02 inches of water (4.98 Pa) higher in static pressure than any adjacent work area.
- ix) Isolation of return air ductwork: Return air duct work which must be kept operating is located in the Work Area. This duct work is to be isolated from the Work Area by an enclosure forming an annular space around the duct which is positively pressurized with HEPA filtered air.
 - (1) Wrap the duct with 6 mil polyethylene. Seal all polyethylene seams with spray glue and duct tape.
 - (2) Enclose wrapped duct with two separate layers of polyethylene that form a continuous space around the duct. Fabricate inner layer from 6 mil polyethylene with all seams sealed with spray glue and duct tape. Arrange the outer layer to support the inner layer. Fabricate out of reinforced sheet plastic with seams sealed with spray glue and duct tape and reinforced with staples. Support outer layer with a frame work fabricated from 2" x 4"s (51 x 102mm) at 24" (610mm) on center. Enclosures less than 2'-6" (762mm) in diameter may be reinforced with box strapping in lieu of wood framing.
 - (3) Pressurize space with clean air from outside the work area with a small fan (such as a bathroom exhaust fan) or a HEPA filtered fan unit. Continuously maintain a pressure differential with this space a minimum of 0.02 inches of water (4.98 Pa) higher in static pressure than any adjacent space.
 - (4) Locate exhaust fan or HEPA filtered fan unit outside of work area. Fabricate a manifold as required to distribute air to individual spaces to be isolated. Provide relief venting at unit as required to prevent shut down due to low air flow while still maintaining required air pressure.

AUXILIARY GENERATOR

- i) Provide an auxiliary gasoline-powered generator located outside of the building in a location protected from the weather. Arrange so that if a power failure occurs the generator automatically starts and supplies power to at least 2 or 50% (whichever is greater) of the total number of HEPA filtered fan units in operation.

AIR CIRCULATION IN THE WORK AREA:

- i) **Air Circulation:** For purposes of this section air circulation refers to either the introduction of outside air to the Work Area or the circulation and cleaning of air within the Work Area.
- ii) Air circulation in the Work Area is a minimum requirement intended to help maintain airborne dust levels that do not significantly challenge the work area isolation measures. The Contractor may also use this air circulation as part of the engineering controls in his worker protection program.
- iii) **Determining the air circulation requirements:** Provide a fully operational air circulation system supplying a minimum of the following air circulation rate:
 - (1) 4 air changes per hour
- iv) Determine number of units needed to achieve required air circulation according to the following procedure:
 - (1) Determine the volume of the work area in cubic feet by multiplying floor area by ceiling height. Determine total air circulation requirement in cubic feet per minute (CFM) for the work area by multiplying this volume by the air change rate and dividing by 60.
 - (2) Calculate air circulation required in cubic feet of air per minute (CFM) by the following formula:

$$\text{CFM required} = \text{Volume of work area (cu. ft.)} \times \frac{\text{Number of air changes per hour}}{60 \text{ (minutes per hour)}}$$

- (3) Divide the air circulation requirement (CFM) above by capacity of HEPA filtered fan unit(s) used. Capacity of a unit for purposes of this section is the capacity in cubic feet per minute with fully loaded filters (pressure differential which causes loaded filter warning light to come on) in the machine's labeled operating characteristics.

$$\text{Number of Units Needed} = \frac{\text{air circulation requirement(CFM)}}{\text{Capacity of Unit with Loaded Filters}}$$

- (4) Add one (1) additional unit as a backup in case of equipment failure or machine shutdown for filter changing.

EXHAUST SYSTEM:

- i) Pressure differential isolation and air circulation in the Work Area are to be accomplished by an exhaust system as described below.
- ii) Exhaust all units from the Work Area to meet air circulation requirement of this section.
- iii) Location of HEPA Filtered Fan Units: Locate fan unit(s) so that makeup air enters work area primarily through decontamination facilities and traverses Work Area as much as possible. This may be accomplished by positioning the HEPA filtered fan unit(s) at a maximum distance from the worker access opening or other makeup air sources.
- iv) Place the end of unit, its intake duct, or its exhaust duct through an opening in the plastic barrier or wall covering. Seal plastic around the unit or duct with tape.
- v) Vent to outside of building, unless authorized in writing by the Designer.
- vi) **Decontamination Units:** Arrange Work Area and decontamination units so that the majority of makeup air comes through the Decontamination Units. Use only personnel or equipment Decontamination Unit at any time and seal the other so that make up air passes through unit in use.
- vii) **Supplemental Makeup Air Inlets:** Provide where required for proper air flow through the Work Area in location approved by the Designer by making openings in the plastic sheeting that allow air from outside the building into the Work Area. Locate auxiliary makeup air inlets as far as possible from the fan unit(s) (e.g., on an opposite wall), off the floor (preferably near the ceiling), and away from barriers that separate the Work Area from occupied clean areas. Cover with flaps to reseal automatically if the pressure differential system should shut down for any reason. Spray flap and around opening with spray adhesive so that if flap closes meeting surfaces are both covered with adhesive. Use an adhesive that forms contact bond when dry.

RECIRCULATION SYSTEM:

- i) Pressure differential isolation and air circulation in the Work Area are to be accomplished by a recirculation system as described below.
- ii) Recirculate air in the Work Area through HEPA filtered fan units to accomplish air circulation requirements of this section.
- iii) **Location of Fan Units:** Locate HEPA filtered fan units so that air is circulated through all parts of the Work Area, and so that required pressure is maintained at all parts of Work Area geometry. Move units as necessary so that in any location where lead-based paint is being disturbed, the discharge from one HEPA filtered fan unit is blowing contamination away from workers. Direct air flow in these locations so that it is predominantly toward workers' backs at the breathing zone elevation.

AIR CIRCULATION IN DECONTAMINATION UNITS:

- i) **Pressure Differential Isolation:** Continuously maintain the pressure differential required for the work area in the:
 - (1) **Personnel Decontamination Unit:** Across the Shower Room with the Equipment Room at a lower pressure than the Clean room.
 - (2) **Equipment Decontamination Unit:** Across the Holding Room with the Wash Room at a lower pressure than the Clean Room.
- ii) **Air Circulation:** Continuously maintain air circulation in Decontamination Units at same level as required for Work Area.
- iii) **Air Movement:** Arrange air circulation through the Personnel Decontamination Unit so that it produces a movement of air from the Clean Room through the Shower Room into the Equipment Room. Maintain continuous minimum velocities of Sixty (60) feet per minute (0.305 m/s) in the breathing zone area of the shower and thirty (30) feet per minute (0.15 m/s) in all other locations of the shower.

USE OF THE PRESSURE DIFFERENTIAL AND AIR CIRCULATION SYSTEM:

- i) **General:** Each unit shall be serviced by a dedicated minimum 115V-20A circuit with ground fault circuit interrupter (GFCI) supplied from temporary power supply installed under requirements of Section 01504 "Construction Facilities & Temporary Controls." Do not use existing branch circuits to power fan units.

- ii) **Testing the System:** Test pressure differential system before any lead-based paint is disturbed. After the Work Area has been prepared, the decontamination facility set up, and the fan unit(s) installed, start the unit(s) (one at a time). Demonstrate operation and testing of pressure differential system to Designer.
- iii) **Demonstrate** condition of equipment for each HEPA filtered fan unit and pressure differential monitoring equipment including proper operation of the following:
 - (1) Squareness of HEPA Filter.
 - (2) Condition of seals.
 - (3) Proper operation of all lights.
 - (4) Proper operation of automatic shut down if exhaust is blocked.
 - (5) Proper operation of alarms.
 - (6) Proper operation of manometer.
 - (7) Proper operation and calibration of pressure monitoring equipment.
- iv) Demonstrate Operation of the pressure differential system to the Designer. This demonstration is to include, but is not limited to, the following:
 - (1) Plastic barriers and sheeting move lightly in toward the Work Area.
 - (2) Curtain of decontamination units move lightly in toward Work Area.
 - (3) There is a noticeable movement of air through the Decontamination Unit.
 - (4) Use smoke tube to demonstrate air movement from Clean Room through Shower Room to Equipment Room.
 - (5) Use smoke tubes to demonstrate a definite motion of air across all as in which work is to be performed.
 - (6) Use a differential pressure meter or manometer to demonstrate the required pressure differential at every barrier separating the Work Area from the balance of the building, equipment, ductwork or outside.
 - (7) Modify the Pressure Differential System as necessary to demonstrate successfully the above.

v) Use of System During Abatement Operations:

- (1)** Start fan units before beginning work (before any lead-based paint is disturbed). After abatement work has begun, run units continuously to maintain a constant pressure differential and air circulation until decontamination of the work area is complete. Do not turn off units at the end of the work shift or when abatement operations temporarily stop.
- (2)** Do not shut down air pressure differential system during encapsulating procedures, unless authorized by the Designer in writing. Supply sufficient pre-filters to allow frequent changes.
- (3)** Start abatement work at a location farthest from the fan units and proceed toward them. If an electric power failure occurs, immediately stop all abatement work, and do not resume until power is restored and fan units are operating again.
- (4)** At completion of abatement work, allow fan units to run as specified under section 01711, to remove airborne dust that may have been generated during abatement work and cleanup and to purge the Work Area with clean makeup air. The units may be required to run for a longer time after decontamination, if very finely divided lead dust was generated by the work

vi) Dismantling the System:

- (1)** When a final inspection and the results of final air tests indicate that the area has been decontaminated, fan units may be removed from the Work Area. Before removal from the Work Area, remove and properly dispose of pre-filter, decontaminate exterior of machine and seal intake to the machine with 6 mil polyethylene to prevent environmental contamination from the filters. Wrap entire machine including unit housing, caster wheels, instrument face, etc. in 6 mil plastic.

END OF SECTION - 01514

SECTION 01526 - TEMPORARY ENCLOSURES

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions, Modifications to General Conditions, Additional Articles (when applicable) and other Division-1 Specification Sections, apply to work of this section.

SUBMITTALS:

Before Start of Work submit the following to the Owner's Representative for review.

Strippable Coatings: Submit following:

Product description including major components and solvents.

Test report on ASTM E84 test of surface burning characteristics.

Manufacturer's installation instructions. Indicate portions applicable to the project and selected assemblies where the manufacturer offers alternatives.

Safety Data Sheet: Submit the Safety Data Sheet, or equivalent, in accordance with the OSHA Hazard Communication Standard (29 CFR 1910.1200) for strippable coating material proposed for use on the work. Include a separate attachment for each sheet indicating the specific worker protective equipment proposed for use with the material indicated.

Spray Cement: Submit following:

Product description including major components and solvents.

Manufacturer's installation instructions. Indicate portions applicable to the project.

Safety Data Sheet: Submit the Safety Data Sheet, or equivalent, in accordance with the OSHA Hazard Communication Standard (29 CFR 1910.1200) for spray cement material proposed for use on the work. Include a separate attachment for each sheet indicating the specific worker protective equipment proposed for use with the material indicated.

Sheet Plastic: For fire retardant plastic submit test reports on NFPA 701 test.

Signs: Submit description of signs to be used.

PRODUCTS

SHEET PLASTIC:

Polyethylene Sheet: A single polyethylene film in the largest sheet size possible to minimize seams, 4.0 or 6.0 mil thick as indicated, clear, frosted, or black as indicated.

MISCELLANEOUS MATERIALS:

Duct Tape: Provide duct tape in 2" or 3" widths as indicated, with an adhesive which is formulated to stick aggressively to sheet polyethylene.

Spray Cement: Provide spray adhesive in aerosol cans which is specifically formulated to stick tenaciously to sheet polyethylene.

PART 3 - EXECUTION

SEQUENCE OF WORK:

Carry out work of this section sequentially. Complete each activity before proceeding to the next.

GENERAL:

Work Area: the location where asbestos-abatement work occurs. It is a variable of the extent of work of the Contract. It may be a portion of a room, a single room, or a complex of rooms. A "Work Area" is considered contaminated during the work and must be isolated from the balance of the building and decontaminated at the completion of the asbestos-control work.

Completely isolate the Work Area from other parts of the building so as to prevent asbestos-containing dust or debris from passing beyond the isolated area. Should the area beyond the Work Area(s) become contaminated with asbestos-containing dust or debris as a consequence of the work, clean those areas in accordance with the procedures indicated in Section 01711. Perform all such required cleaning or decontamination at no additional cost to owner.

Place all tools, scaffolding, staging, etc. necessary for the work in the area to be isolated prior to completion of Work Area isolation.

Remove all removable furniture that has been designated uncontaminated by the Contract Documents or Owner's Representative. Also remove uncontaminated equipment, and/or supplies from the Work Area before commencing work, or completely cover with two (2) layers of polyethylene sheeting, at least 6 mil in thickness, securely

taped in place with duct tape. Such furniture and equipment shall be considered outside the work area unless covering plastic or seal is breached.

Disable ventilating systems or any other system bringing air into or out of the Work Area. Disable the system by disconnecting wires, removing circuit breakers, by lockable switch or other positive means that will prevent accidental premature restarting of equipment.

Lockout power to Work Area by switching off all breakers serving power or lighting circuits in work area. Label breakers with tape over breaker with notation "DANGER circuit being worked on". Lock panel and have all keys under control of Contractor's Superintendent of Owner's designated Representative.

Lockout power to circuits running through the work area wherever possible by switching off all breakers or removing fuses serving these circuits. Label breakers with tape over breaker with notation "DANGER circuit being worked on". Lock panel and have all keys under control of contractor's superintendent or owner's designated representative. If circuits cannot be shut down for any reason, label at intervals 4'-0" on center with tags reading, "DANGER live electric circuit. Electrocution hazard." Label circuits in hidden locations but which may be affected by the work in a similar manner.

Inspection Windows: Install inspection windows in locations shown on the plans or as directed by the Owner's Representative. Each inspection window is to have a 24" X 24" viewing area fabricated from 1/4" acrylic or polycarbonate sheet. Install window with top at 6'-6" above floor height in a manner that provides unobstructed vision from outside to inside of the Work Area. Protect window from damage from scratching, dirt or any coatings used during the work. A sufficient number of windows are to be installed to provide observation of all portions of the Work Area that can be made visible from adjacent areas. Inspection windows that open into uncontrolled areas are to be covered with a removable plywood hatch secured by lock and key. Provide keys to Owner's Representative for all such locks (when applicable).

EMERGENCY EXITS:

Provide emergency exits and emergency lighting as set forth below:

Emergency Exits: At each existing exit door from the Work Area provide the following means for emergency exiting:

Arrange the exit door so that it is secure from outside the Work area but permits exiting from the Work Area.

Mark outline of door on Primary and Critical Barriers with luminescent paint at least 1" wide. Hang a razor knife on a string beside the outline. Arrange Critical and Primary barriers so that they can be easily cut with one pass of razor knife. Paint the words "EMERGENCY EXIT" inside outline with luminescent paint in letters at least one foot high and 2" thick.

Provide an EXIT sign at each exit.

CONTROL ACCESS:

Isolate the Work Area to prevent entry by building occupants into the Work Area or surrounding controlled areas. Accomplish isolation by the following:

Submit to the Owner's Representative a list of doors and other openings that must be secured to isolate the Work Area. Include on list notation if door or opening is in an indicated exit route.

Cover any signs that direct emergency exiting, either outside or inside of Work Area, to locked doors. Do not obstruct doors required for emergency exits from the Work Area or from the building.

Locked Access: Arrange Work Area so that the only access into Work Area is through clearly labeled doors to personnel and equipment decontamination units.

Visual Barrier: Where the Work Area is immediately adjacent to or within view of occupied areas, provide a visual barrier of opaque polyethylene sheeting at least 6 mil in thickness so that the work procedures are not visible to building occupants. Where this visual barrier would block natural light, substitute frosted or woven rip-stop sheet plastic in locations approved by the Owner's Representative.

Provide Warning Signs at each locked door leading to Work Area reading as follows:

Print text in both English and Spanish:

Legend

Notation

KEEP OUT

3" Sans Serif Gothic or Block

BEYOND THIS POINT

1" Sans Serif Gothic or Block

ASBESTOS ABATEMENT WORK

1" Sans Serif Gothic or Block

IN PROGRESS

1" Sans Serif Gothic or Block

BREATHING ASBESTOS DUST

MAY BE HAZARDOUS TO
YOUR HEALTH

14 Point Gothic

Provide Warning Signs at each barrier leading to Work Area reading as follows:

Legend

Notation

KEEP OUT
CONSTRUCTION
WORK AREA

3" Sans Serif Gothic or Block
1" Sans Serif Gothic or Block
1" Sans Serif Gothic or Block

PROTECTIVE CLOTHING
REQUIRED BEYOND
THIS POINT

14 Point Gothic

Immediately inside door and outside critical barriers post an approximately 20 inch by 14 inch manufactured caution sign displaying the following legend with letter sizes and styles of a visibility required by 29 CFR 1926:

LEGEND

DANGER

ASBESTOS

CANCER AND LUNG DISEASE HAZARD

RESPIRATORS AND PROTECTIVE CLOTHING ARE REQUIRED

IN THIS AREA

Provide spacing between respective lines at least equal to the height of the respective upper line.

ALTERNATE METHODS OF ENCLOSURE:

Alternate methods of containing the Work Area may be submitted to the Owner's Representative for approval in accordance with procedures set forth in Section 01632 Product Substitution. Do not proceed with any such method(s) without prior written approval of the Owner's Representative.

RESPIRATORY AND WORKER PROTECTION:

Before proceeding beyond this point in providing Temporary Enclosures:

Provide Worker Protection per Section 01560

Provide Respiratory Protection per Section 01562

Provide Personnel Decontamination Unit per Section 01563

CRITICAL BARRIERS:

Completely Separate the Work Area from other portions of the building, and the outside by closing all openings with sheet plastic barriers at least 6 mil in thickness, or by sealing cracks leading out of Work Area with plastic barriers at least 6 mil in thickness and duct tape.

Individually seal all ventilation openings (supply and exhaust) with two layers of plastic sheeting at least 6 mil thickness and all lighting fixtures, clocks, doorways, windows, convectors and speakers, and other openings into the Work Area with polyethylene sheeting at least 6 mil in thickness, taped securely in place with duct tape. Maintain seal until all work including Project Decontamination is completed. Take care in sealing of lighting fixtures to avoid melting or burning of sheeting.

Provide Sheet Plastic barriers at least 6 mil in thickness as required to seal openings completely from the Work Area into adjacent areas. Seal the perimeter of all sheet plastic barriers with duct tape or spray cement.

Mechanically Support sheet plastic independently of duct tape or spray cement seals so that seals do not support the weight of the plastic. The following are acceptable methods of supporting sheet plastic barriers. Alternative support methods may be used if approved in writing by the Owner's Representative.

Plywood squares 6" x 6" x 3/8" held in place with one 6d smooth masonry nail or electro-galvanized common nail driven through center of the plywood and duct tape on plastic so that plywood clamps plastic to the wall. Locate plywood squares at each end, corner and at maximum 4 feet on centers.

Nylon or polypropylene rope or wire with a maximum unsupported span of 10 feet, minimum 1/4" in diameter suspended between supports securely fastened on either side of opening at maximum 1 foot below ceiling. Tighten rope so that it has 2" maximum dip. Drape plastic over rope from outside Work Area so that a two foot long flap of plastic extends over rope into Work Area. Staple or wire plastic to itself 1" below rope at maximum 6" on centers to form a sheath over rope. Lift flap and seal to ceiling with duct tape or spray cement. Seal loop at bottom of flap with duct tape. Erect entire assembly so that it hangs vertically without a "shelf" upon which debris could collect.

Provide Pressure Differential System per Section 01513.

Clean housing and ducts of all overspray materials prior to erection of any Critical Barrier that will restrict access.

PREPARE AREA:

Scaffolding: If fixed scaffolding is to be used to provide access to HEPA vacuum and wet clean area prior to scaffolding installation.

Remove all electrical and mechanical items, such as lighting fixtures, clocks, diffusers, registers, escutcheon plates, etc. which cover any part of the surface to be worked on with the work.

Remove all general construction items such as cabinets, casework, door and window trim, moldings, ceilings, trim, etc., which cover the surface of the work as required to prevent interference with the work.

Clean all contaminated furniture, equipment, and or supplies with a HEPA filtered vacuum cleaner or by wet cleaning, as specified in Section 01712 Cleaning and Decontamination Procedures, prior to being moved or covered. All equipment, furniture, etc. is to be deemed contaminated unless specifically declared as uncontaminated on the drawings or in writing by the Owner's Representative.

Clean All Surfaces In Work Area with a HEPA filtered vacuum or by wet wiping prior to the installation of primary barrier.

PRIMARY BARRIER:

Protect building and other surfaces in the Work Area from damage from water and high humidity or from contamination from asbestos-containing debris, slurry, or high airborne fiber levels by covering with a primary barrier as described below.

Sheet Plastic: Protect surfaces in the Work Area with two (2) layers of plastic sheeting on floor and walls, or as otherwise directed on the Contract Drawings or in writing by the Owner's Representative. Perform work in the following sequence.

Cover Floor of Work Area with 2 individual layers of clear polyethylene sheeting, each at least 6 mil in thickness, turned up walls at least 12 inches. Form a sharp right angle bend at junction of floor and wall so that there is no radius which could be stepped on causing the wall attachment to be pulled loose. Both spray-glue and duct tape all seams in floor covering. Locate seams in the top layer six feet from, or at right angles to, seams in bottom layer. Install sheeting so that the top layer can be removed independently of bottom layer.

Cover all walls in Work Area including "Critical Barrier" sheet plastic barriers with one layer of polyethylene sheeting, at least 6 mil in thickness, mechanically supported and sealed with duct tape or spray-glue in the same manner as "Critical Barrier" sheet plastic barriers. Check with Owner's Representative before applying spray glue to decorative surfaces. Tape all joints including the joining with the floor covering with duct tape or as otherwise indicated on the Contract Documents or in writing by the Owner's Representative.

Stairs and Ramps: Do not cover stairs or ramps with unsecured sheet plastic. Where stairs or ramps are covered with plastic, provide 3/4" exterior grade plywood treads securely held in place, over plastic. Do not cover rungs or rails with any type of protective materials.

Repair of Damaged Polyethylene Sheeting: Remove and replace plastic sheeting which has been damaged by removal operations or where seal has failed allowing water to seep between layers. Remove affected sheeting and wipe down the entire area. Install new sheet plastic only when area is completely dry.

ISOLATION AREA:

Maintain isolation areas between the Work Area and adjacent building area:

In locations where separation between Work Area and occupied portions of building is formed by sheet plastic and/or temporary barriers.

Form isolation area by controlling access to the space in the same manner as a Work Area. Physically isolate the space from the Work Area and adjacent areas. Accomplish physical isolation by:

Erecting a second Critical Barrier a minimum of 3'-0" away from the Work Area.

STOP WORK:

If the Critical or Primary barrier falls or is breached in any manner stop work immediately. Do not start work until authorized in writing by the Owner's Representative.

EXTENSION OF WORK AREA:

Extension of Work Area: If the Critical Barrier is breached in any manner that could allow the passage of asbestos debris or airborne fibers, then add affected area to the Work Area, enclose it as required by this Section of the specification and decontaminate it as described in Section 01711 Project Decontamination.

SECONDARY BARRIER:

The secondary layer of plastic as a drop cloth to protect the primary layer from debris generated by the asbestos abatement work is specified in the appropriate work sections.

END OF SECTION – 01526

SECTION 01529 - SMALL SCALE SHORT DURATION WORK

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions, Modifications to General Conditions, Additional Articles (when applicable) and other Division-1 Specification Sections, apply to work of this section.

DESCRIPTION OF THE WORK:

Minor Work: Use provisions of this section when minor work is to be performed on asbestos-containing materials. Work is considered minor when:

Removal of no more than 25' linear feet (25 lin. ft.) or 10 square feet of preformed thermal system insulation no greater than six inches (6 in.) in diameter is involved in the work, per roof equivalent, unless done in full containment.

Comply with Section 01526 - Temporary Enclosures if the quantities of asbestos-containing materials exceed the above, or if airborne fiber counts generated by the work exceed 0.01 fibers per cubic centimeter in the breathing zone of the person performing the work or above on established alternative indoor background level.

Disturbance of Asbestos Containing Materials: Use provisions of this section when the work involves disturbance of but not removal of small areas of asbestos-containing materials.

SUBMITTALS:

Before Start of Work submit the following to the Owner's Representative for review before beginning any work.

Surfactant: Submit product data, use instructions and recommendations from manufacturer of surfactant intended for use. Include data substantiating that material complies with requirements.

Removal Encapsulant: Submit product data, use instructions and recommendations from manufacturer of removal encapsulant intended for use. Include data substantiating that material complies with requirements.

NESHAPS Certification: Submit certification from manufacturer of surfactant or removal encapsulant that, to the extent required by this specification, the material, if used in accordance with manufacturer's instructions, will wet asbestos-containing materials to which it is applied as required by the National Emission Standard for Hazardous Pollutants (NESHAPS) Asbestos Regulations (40 CFR 61, Subpart M).

Safety Data Sheet: Submit Safety Data Sheet, or equivalent, in accordance with the OSHA Hazard Communication Standard (29 CFR 1910.1200) for each surfactant and encapsulating material proposed for use. Include a separate attachment for each sheet indicating the specific worker protective equipment proposed for use with the material indicated.

Historic Airborne Fiber Data: Submit airborne asbestos fiber count data from an independent air monitoring firm to demonstrate the ability to perform work of this section while maintaining an airborne fiber count below 0.2 fibers per cubic centimeter in the breathing zone of the individual performing the work. Include the following data for each procedure required by the work:

Date of measurements

Operations monitored

Sampling and analytical methods used and evidence of their accuracy

Number, duration, and results of samples taken

Spray Cement: Submit following:

Product description including major components and solvents

Manufacturer's installation instructions. Indicate portions applicable to the project

Safety Data Sheet: Submit the Safety Data Sheet, or equivalent, in accordance with the OSHA Hazard Communication Standard (29 CFR 1910.1200) for spray cement material proposed for use on the work. Include a separate attachment for each sheet indicating the specific worker protective equipment proposed for use with the material indicated.

Sheet Plastic: For fire retardant plastic submit test reports on NFPA 701 test.

Glovebags: Submit product data.

Signs: Submit description of signs to be used.

Mini-enclosure: Provide shop drawing of mini-enclosure arrangement to used.

PRODUCTS

SHEET PLASTIC:

Polyethylene Sheet: A single polyethylene film in the largest sheet size possible to minimize seams, 4.0 or 6.0 mil thick as indicated, clear, frosted, or black as indicated.

MISCELLANEOUS MATERIALS:

Duct Tape: Provide duct tape in 2" or 3" widths as indicated, with an adhesive which is formulated to stick aggressively to sheet polyethylene.

Spray Cement: Provide spray adhesive in aerosol cans which is specifically formulated to stick tenaciously to sheet polyethylene.

Wetting Materials: For wetting prior to disturbance of asbestos-containing materials use either amended water or a removal encapsulant:

Amended Water: Provide water to which a surfactant has been added. Use a mixture of surfactant and water which results in wetting of the asbestos-containing material and retardation of fiber release during disturbance of the material equal to or greater than that provided by water amended with a surfactant consisting of one ounce of a solution of 50% polyoxyethylene ester and 50% polyoxyethylene ether mixed with five gallons of water.

Removal Encapsulant: Provide a penetrating type encapsulant designed specifically for removal of asbestos-containing material. Use a material which results in wetting of the asbestos-containing material and retardation of fiber release during disturbance of the material equal to or greater than that provided by water amended with a surfactant consisting of one ounce of a solution of 50% polyoxyethylene ester and 50% polyoxyethylene ether mixed with five gallons of water.

Encapsulants are specified in Section 09805.

Glove bag: provide minimum 6 mil polyethylene, polyvinylchloride, or equivalent plastic sack, with two sealed inward projecting long-sleeved gloves or mittens, preprinted with same warning notice as a disposal bag, equipped with a pouch for storage of tools with designated location for want or HEPA vacuum wand, and sufficient capacity to hold removed materials and permit sealing as specified.

Garden Sprayer: Provide a hand pump type pressure-can garden sprayer fabricated out of either metal or plastic, equipped with a metal wand at the end of a hose that can deliver a stream or spray of liquid under pressure.

EXECUTION

Complete the following before start of work of this section:

01527 Regulated Areas

01562 Respiratory Protection

01560 Worker Protection - Asbestos Abatement

WORKER PROTECTION:

Before beginning work with any material for which a Material Safety Data Sheet has been submitted provide workers with the required protective equipment. Require that appropriate protective equipment be used at all times.

GLOVE BAG:

Remove asbestos-containing material inside a glove bag according to the following procedure:

Check the pipe where the work will be performed. Wrap damaged (broken lagging, hanging, etc.), pipe in 6 mil plastic and "candy-stripe" with duct tape. Place one layer of duct tape around undamaged pipe at each end where the glove bag will be attached.

Slit the top of the glove bag open (if necessary) and cut down the sides to accommodate the size of the pipe (about two inches longer than the pipe diameter).

Place necessary tools into pouch located inside glove bag. This can usually include bone saw, utility knife, rags, scrub brush, wire cutters, tin snips, and pre-wetted cloth.

Place one strip of duct tape along the edge of the open top slit of glove bag for reinforcement.

Place the glove bag around section of pipe to be worked on and staple top together through reinforcing duct tape. Next, duct tape the ends of glove bag to pipe itself, where previously covered with plastic or duct tape.

Use smoke tube and aspirator bulb to test seal. Place tube into water sleeve (two-inch opening to glove bag) squeezing bulb and filling bag with visible smoke. Remove smoke tube and twist water sleeve closed. While holding the water sleeve tightly, gently squeeze glove bag and look for smoke leaking out,

(especially at the top and ends of the glove bag). If leaks are found, tape closed using duct tape and re-test.

Insert wand from garden sprayer through water sleeve. Duct tape water sleeve tightly around the wand to prevent leakage.

Thoroughly wet material to be worked on with amended water or removal encapsulant and allowed to soak in. Wet adequately to penetrate and soak material through to substrate.

One person places his hands into the long-sleeved gloves while the second person directs garden sprayer at the work.

Use bone saw, if required, to cut insulation at each end of the section to be removed. A bone saw is a serrated heavy gauge wire with ring-type handles at each end. Throughout this process, spray amended water or removal encapsulant on the cutting area to keep dust to a minimum.

Remove insulation using putty knives or other tools. Place pieces in bottom of bag without dropping.

Rinse all tools with water inside the bag and place back into pouch.

Using scrub brush, rags and water, scrub and wipe down the exposed pipe.

Remove water wand from water sleeve and attach the small nozzle from HEPA-filtered vacuum. Turn on the vacuum only briefly to collapse the bag.

Remove the vacuum nozzle, twist water sleeve closed and seal with duct tape.

From outside the bag, pull the tool pouch away from the bag. Place duct tape over twisted portion and then cut the tool bag from the glove bag, cutting through the twisted/taped section. Contaminated tools may then be placed directly into the next glove bag without cleaning. Alternatively, tool pouch with the tools can be placed in a bucket of water, opened underwater, and tools cleaned and dried. Discard rags and scrub brush with asbestos waste. If more than one adjacent section of pipe is to be removed, glove bag may be loosened at each end and slid along the pipe to the next section. In this case, the tools may remain in the bag for continued use.

With removed insulation in the bottom of the bag, twist the bag several times and tape it to keep the material in the bottom during removal of the glove bag from the pipe.

Slip a 6 mil disposal bag over the glove bag (still attached to the pipe). Remove tape or cut bag and open the top of the glove bag and fold it down into disposal bag.

Clean all surfaces in the Work Area using disposable cloths wetted with water with surfactant or removal encapsulant added. When these surfaces have dried, clean with a HEPA filtered vacuum. Material adhered to a surface with removal encapsulant may require the application of additional removal encapsulant to facilitate cleaning.

Seal exposed ends of remaining pipe insulation in accordance with Section 15254.

Remove disposable suits and place these into bag with waste.

Collapse the bag with a HEPA vacuum twist top of bag, seal with at least 3 wraps of duct tape, bend over and seal again with at least 3 wraps of duct tape.

MINI-ENCLOSURES:

A Mini-Enclosure consists of a small Work Room with an attached separate Change Room. Worker decontamination requires a remote personnel decontamination unit.

Sequence of Work: Before beginning work of this sub-section complete the following:

Isolation of area in accordance with Section 01527 Local Area Protection.

Construction of a personnel decontamination unit in accordance with Section 01563 Decontamination Units.

Work Room: Construct Work Room in the same manner as a Primary Barrier fabricated from 6 mil sheet plastic. Arrange so that Primary Barrier provides both a Critical and Primary Barrier. Line walls and floor of Work Room with a continuous Secondary Barrier.

Change Room: Provide an approximately 3'-0" by 3'-0" Change Room, with additional space as required for storage, attached to each Work Room. Fabricate Change Room from 6 mil sheet plastic in the same manner as a Primary Barrier. Locate so that access to the Work Area is through Change Room.

Step Off Area: Cover floor in front of entry to Change Room with one layer of 6 mil sheet plastic. Securely anchor sheet plastic to prevent slipping.

Flapped Door Construction: Provide flapped door as entry to Change Room and entry from Change Room to Work Room. Fabricate each flapped door from overlapping

contacting layers of sheet plastic. Fasten each layer on the top and one side. Each flap is to be 3" longer than the door opening. Reinforce the free side and bottom of each sheet with duct tape. Alternate sides that are fastened on each layer. Form arrows pointing to the entry side from duct tape on inside and outside of door.

Signage: At entry to Change Room post an approximately 20 inch by 14 inch manufactured caution sign displaying the following legend with letter sizes and styles of a visibility required by 29 CFR 1926:

LEGEND

DANGER
ASBESTOS
CANCER AND LUNG DISEASE HAZARD
RESPIRATORS AND PROTECTIVE CLOTHING ARE REQUIRED
IN THIS AREA

Provide spacing between respective lines at least equal to the height of the respective upper line.

Complete requirements of the following:

Section 01560 Worker Protection - Asbestos Abatement

Section 01562 Respiratory Protection

Section 01513 Temporary Pressure Differential & Air Circulation System: HEPA filtered vacuum cleaner with vacuum in space outside Mini-Enclosure may be used for compliance with this section. Provide a minimum of 8 air changes per hour in the Work Room.

Entry to Work Room: Require that any time a worker enter the Work Room the following procedure is followed.

Outside of the Change Room remove all street clothes and don clean coveralls and respirator. A swim suit or second disposable suit may be worn beneath outer coveralls.

Enter Change Room be sure that entry is completely closed.

Enter Work Room be sure that entry is completely closed.

Worker Decontamination: Require that any time a worker leaves the mini-Enclosure the following procedure be followed.

Maintain a bucket of clean potable water in the Work Area. Do not amend with a wetting agent.

Remove contaminated suit inside the Work Area. Leave respirator in place.

Wash hands, face, and surface of respirator with water and wet paper towels. Use caution to avoid breaking the seal between respirator face- piece and face.

Proceed with respirator in place to Change Room.

Be sure that entry to Work Area is completely closed.

In the Change Room don clean disposable suit leaving respirator in place.

Exit change room be sure that entry to Change Room is completely closed. Proceed to the next Mini-Enclosure, or a remote shower.

At end of work day decontaminate fully in accordance with procedures in appropriate specification section describing Worker Protection.

Material Decontamination: Require that the following procedure be used in removing equipment and bagged debris from the Work Room.

Three workers are required. One in the Work Room, one in the Change Room, and one on Step Off Area.

Equipment and bagged debris are to be removed from the Mini-Enclosure in separate operations.

Worker in Work Room cleans equipment and bagged debris and hands one piece of equipment or one bag of debris at a time to worker in Change Room.

Worker in Change Room wet cleans each piece of equipment or bag and stores them in Change Room. Equipment is sealed completely in 6 mil sheet plastic in the Change Room.

When the amount of stored material in the Change Room becomes large enough that the worker cannot clean incoming material without contacting previously cleaned material the door between the Work and Clean Room is closed.

The worker in the Changing Room then passes each item into a new disposal bag held open in the doorway between the Changing Room and Step Off Area by the worker on the Step Off Area. The Worker on the Step Off Area places each bag in a sealed cart for transport to the load out area. No bags are to be stored outside of the Mini-Enclosure.

All bags are to be transported through the building in clean sealed containers that have never been in an asbestos Work Area, Mini-Enclosure, or decontamination unit.

Mini-Enclosure Decontamination: At completion of all work decontaminate the Work and Changing Rooms as set forth in Section 01711 Project Decontamination for non-friable materials.

WORK PROCEDURES:

Preformed Pipe Insulation: Remove preformed pipe insulation either air cell (corrugated paper), plaster, or millboard (layered cardboard) using the following procedures:

HEPA vacuum the work site.

Wet surface with amended water or removal encapsulant.

Plaster and Mill board: Inject amended water in lateral and annular joints until water runs out both ends of section.

Allow the amended water or removal encapsulant to soak in. If the insulation is the consistency of moist putty it may be removed, otherwise inject more amended water or removal encapsulant and wait for it to soak in.

Slit jacket of the insulation at both lateral and annular joints, cut metal bands and lower into an asbestos disposal bag held open below the pipe.

Clean the exposed pipe with wet decontamination procedures as specified in section 01712. Dispose of the rags or paper towels in the disposal bag used above.

Collapse the bag with a HEPA vacuum, twist top of bag, seal with at least 3 wraps of duct tape, bend over and seal again with at least 3 wraps of duct tape.

Seal exposed ends of remaining pipe insulation in accordance with Section 15254.

Job Molded Plaster Fitting Insulation: Thoroughly wet with amended water or removal encapsulant and allow to soak in. Wet adequately to penetrate and soak material through to substrate.

END OF SECTION - 01529

SECTION 01555 – WORKER PROTECTION – LEAD-BASED PAINT

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.

DESCRIPTION OF WORK:

This Section describes the equipment and procedures required for protecting workers against lead contamination and other workplace hazards except for respiratory protection.

STANDARDS:

- A.** Except to the extent that more stringent requirements are written directly into the Contract Documents, the following regulations and standards have the same force and effect (and are made a part of the Contract Documents by reference) as if copied directly into the Contract Documents, or as if published copies were bound herewith. Where there is a conflict in requirements set forth in these regulations and standards, meet the most stringent requirement.
- B. OSHA – U.S. Department of Labor, Occupational Safety and Health Administration, Safety and Health Standards including but not limited to:**
 - NOTE:** The following sections are brought to the Contractor's attention for convenience. All appropriate OSHA Standards apply to this project.
 - 1. 29 CFR 1910.134 - Respiratory Protection**
 - 2. 29 CFR 1926.20 - General Safety and Health Provisions**
 - 3. 29 CFR 1926.21 – Safety Training and Education**
 - 4. 29 CFR 1926.23 – First Aid**
 - 5. 29 CFR 1926.24 – Medical Surveillance & Medical Removal Protection Programs**
 - 6. 29 CFR 1926.25 - Housekeeping**
 - 7. 29 CFR 1926.28 – Personal Protective Equipment**
 - 8. 29 CFR 1926.51(f) – Washing Facilities**
 - 9. 29 CFR 1926.55 - Gasses, vapors, fumes, dusts, and mists**
 - 10. 29 CFR 1926.56 – Illumination**
 - 11. 29 CFR 1926.57 - Ventilation**
 - 12. 29 CFR 1926.59 – Hazard Communication Standard**
 - 13. 29 CFR 1926.62 – Lead Construction Standard**
 - 14. 29 CFR 1926.103 – Respiratory Protection**
 - 15. 29 CFR 1926.353(c) – Ventilation: Welding, cutting, or heating of metals of toxic significance**

16.29 CFR 1926.300, 301, 302 – Hand and Power Tools

17.29 CFR 1926.451, 500, 501, 502, 503 – Scaffolding & Fall Protection

RELATED WORK ELSEWHERE:

A. Respiratory Protection - is specified in Section 01556

COMPETENT PERSON

- A. Definition:** A “Competent Person” is one who is capable of identifying existing and predictable hazards at the worksite, and who has the authority to ensure prompt corrective measures are taken to eliminate them. The competent person has authority to shut down the project in accordance with OSHA 1926.62
- B.** Provide on-site, full time competent person (or persons) to ensure that the worker protection program is effective.

WORKER TRAINING:

- A. Certification:** All workers are to be trained minimally in accordance with OSHA 29 CFR 1926.62 when exposures are likely above 50 µg/m³ and completed within the last 12 months or be a licensed lead abatement worker under MDH 4761.2240. Supervisors and foremen are to be trained, certified, and accredited as required by federal, state, or local code or regulation.
- B. OSHA-Required Training:** All workers are to be trained in the dangers inherent in handling lead and breathing or ingesting lead dust and in the proper work procedures and personal and area protective measures prior to the time of initial job assignment and at least annually thereafter. Include, but do not limit the topics covered in the course to the following:
 - 1. Content of OSHA lead standards
 - 2. Possible routes of exposure to lead
 - 3. Health effects associated with lead exposure
 - 4. Medical removal protection program
 - 5. The importance of good personal hygiene
 - 6. Nature of operations that could result in exposure to lead
 - 7. The proper use and maintenance of protective clothing and equipment, including respiratory protection
 - 8. The correct use of engineering controls and implementation of good work practices
 - 9. Importance of and instruction in the use of necessary protective controls, practices, and procedures to minimize exposure including.
 - a. Engineering controls
 - b. Work practices

- c. Respirators
- d. Housekeeping procedures
- e. Hygiene facilities
- f. Protective clothing
- g. Decontamination procedures
- h. Emergency procedures
- i. Waste disposal procedures
- 10. Purpose, proper use, fitting, instructions, and limitations of respirators as required by 29 CFR 1926.103
- 11. The specific methods of hazard reduction to be used for the project
- 12. Requirements of medical monitoring/surveillance program
- 13. Signs and labels
- 14. Work practices including hands on or on-the-job training
- 15. Personal decontamination procedures
- 16. Health and safety considerations
- 17. Review of OSHA written compliance program as required by 29 CFR 1926.62
- 18. Information on the use of chelating agents and the fact that they should not be routinely used to remove lead from their bodies except under the direction of a licensed physician
- 19. The employees' right of access to medical records per 29 CFR 1910.20

C. MDH-Required Training: for all persons conducting regulated "Lead-Based Paint activities

1. For Workers

- a. A minimum of 16 hours of training, with a minimum of 8 hours devoted to hands-on training and
- b. Instruction in regulatory background, Federal, State and Local

2. For Supervisors

- a. A minimum of 32 hours training, with a minimum of 8 hours devoted to hands-on training and
- b. Instruction in legal & insurance issues
- c. Development of pre-abatement work plans
- d. Employee information & training
- e. Project management
- f. Contract specifications
- g. Supervisory techniques
- h. Soil, dust, and air testing
- i. Clearance standards & testing
- j. Community relations process
- k. Cost estimates

I. Recordkeeping

D. EPA Required Training – Certified Renovator: This is a requirement for any Contractor or sub-contractor who may disturb lead-based paint in pre – 1978 residential properties or child occupied properties with known or presumed lead-based paint

3. For Certified Renovators

- a. A minimum of 8 hours training, with a minimum of 2 hours devoted to hands-on training
- b. Renovator Roles & Responsibilities.
- c. Background on lead and adverse health effects
- d. Background on EPA, HUD, OSHA & other Federal, state & local regulations & Guidance that pertain to lead-based paint & renovation activities
- e. Acceptable methods for use of test kits or collection of paint chips to determine if lead based paint is present
- f. Renovation methods to reduce lead hazards
- g. Interior & exterior containments
- h. Cleaning and clearance criteria
- i. Waste disposal
- j. On-the-job training
- k. Recordkeeping requirement

MEDICAL SURVEILLANCE

- A. Provide full medical examinations for all workers performing lead abatement at first use of negative pressure respirators and for each worker exposed to lead for more than thirty days a year and/or who have blood lead levels over 25 micrograms/deciliter. Provide initial medical examinations for each worker exposed to lead at/or above 30 micrograms of lead per cubic meter of air based on an 8 hour TWA for more than 1 day a year. Provide medical examinations for any employee who has signs and symptoms of lead poisoning or when a worker becomes pregnant.
- B. Medical evaluations to include:
 - a. A detailed work and medical history
 - b. A thorough physical examination
 - c. Evaluation of pulmonary status
 - d. A blood pressure measurement
 - e. A blood sample and analysis that determines blood lead levels, hemoglobin and hematocrit, red cell indices, peripheral smear morphology, blood urea nitrogen, serum creatinine, and zinc protoporphyrin.

- f. A routine urinalysis
 - g. Any other laboratory or other test which is recommended by the examining physician.
- C. The medical evaluation must be provided prior to the start of the lead hazard reduction project or assignment requiring the use of negative pressure respirators.
- D. Blood testing (blood lead and zinc protoporphyrin) shall be performed at least every 2 months during the first six months of the project and every six months thereafter. An additional test shall be performed at the completion of the project and upon termination of employment. The employer must make available the following:
 - a. Biological monitoring for blood lead level and zinc protoporphyrin level at least every 2 months during the first six months and every two months thereafter.
 - b. When an employee's blood level is at or above 40 µg/dl, biological monitoring at least every two months until two consecutive blood level results are below 40 µg/dl.
 - c. Monthly blood lead level testing during removal period or any employee medically removed due to an elevated blood lead level.
 - d. When an employee's blood lead level meet the criteria for medical removal (at least above 50 µg/dl), follow-up blood testing within two weeks.

MEDICAL REMOVAL

- A. Employers must remove employees with lead exposure at or above 30 micrograms/cubic meter of air each time:
 - a. A periodic and follow-up blood sampling test indicates a blood lead level at or above 50µg/dl: and
 - b. A final medical determination indicates a detectable medical condition that increases health risks from lead exposure.

COMPLIANCE PROGRAM:

- A. The OSHA Lead in Construction Standard requires the employer to establish and implement a written compliance program prior to the commencement of a job. All employees covered under this standard must implement engineering and work practice controls to reduce and maintain employee exposure to lead at or below the Permissible exposure limit (PEL). This program must include:
 - a. Description of activities that produce lead exposures

- b. Description of the specific means that will be employed to reduce exposure, and where engineering controls are used, the plans and studies used to determine the methods selected.
- c. A detailed schedule for implementing the compliance program
- d. A report of the technology considered in meeting the PEL
- e. Air monitoring data that documents the source of the lead exposure
- f. Specific work practice procedures which will be employed on the project.
- g. A schedule of administrative controls if these are to be utilized
- h. A description of all arrangements made on multi-employer work sites to inform affected employers about the lead project.

EXPOSURE ASSESSMENT

- A. The OSHA Lead in Construction Standard requires employers to implement protective measures before exposure assessment has been completed if they are conducting any one of a number of “lead related tasks.” These tasks are divided into three different classes. The employer must assume that the worker is exposed to airborne concentrations at least to a certain level of lead (depending on the class) until exposure assessment shows otherwise. When an employer has objective data demonstrating that the process, operation, or activity does not result in employee exposure to lead at or above the action level, the employer may rely upon such data for the initial exposure assessment.
- B. **Class 1 Tasks** – Employer must assume exposure of at least 50 $\mu\text{g}/\text{m}^3$ – 500 $\mu\text{g}/\text{m}^3$ until exposure assessment proves otherwise. Examples include:
 - a. Manual demolition of structures
 - b. Manual scraping
 - c. Manual sanding
 - d. Using a heat gun
 - e. Power tool paint removal with dust collection system
 - f. Spray painting with lead-based paint
- C. **Class 2 Tasks** – Employers must assume exposure of at least 500 $\mu\text{g}/\text{m}^3$ – 2500 $\mu\text{g}/\text{m}^3$ until exposure assessment proves otherwise. Examples include:
 - a. Using lead containing mortar
 - b. Burning lead
 - c. Rivet busting on lead paint
 - d. Power too paint removal without dust collection system
 - e. Clean up activities where dry expendable abrasives are used
 - f. Abrasive blasting enclosures movement and removal
- D. **Class 3 Tasks** – Employer must assume exposure of at least 2500 $\mu\text{g}/\text{m}^3$ until exposure assessment proves otherwise. Examples include:
 - a. Abrasive blasting

- b. Cutting
 - c. Welding
 - d. Torch burning
- E. Prior to the completion of an exposure assessment of the tasks being conducted, the employer should follow the regulations as if the employee were exposed above the PEL. The employee(s) must be notified in writing within 5 days of receipt of the results representing their exposure. Where exposure is above the PEL, employees must be informed of this fact and advised of corrective action to be taken. Monitoring and analysis must have an accuracy (to a confidence level of 95%) of not less than plus or minus 25% for airborne lead levels equal to or greater than 30 µg/m³.
- F. Personal protective equipment for each of the tasks above is to include protective work clothing and equipment, change areas, washing facilities, and training. The only difference in protective equipment for the different classes of tasks is respiratory protection which is to be provided in accordance with Section 01556.

SUBMITTALS

- A. **Before Start of Work:** Submit the following to the Owner's Project Monitor for review. Do not start work until these submittals are returned with Owner's Project Monitor action stamp indicating that the submittals is returned for unrestricted use.
- B. **Certifications:** Submit evidence that all workers and supervisors have been trained, certified, and accredited as required by federal, state, or local code or regulations.
- C. **Certificate of Worker's Acknowledgement:** Submit an original signed copy of the Certificate of Worker's Acknowledgement found at the end of this section, for each worker who is to be at the job or enter the Work Area.
- D. **Training Program:** Submit a course outline of the worker and supervisor training courses. Include date and time course was given, name and title of teacher.
- E. **Report from Medical Examination:** conducted within the last 12 months as part of compliance with medical surveillance requirements for each worker who is to enter the Work Area. Submit, at a minimum, for each worker the following.:
 - a. Name and Social Security number
 - b. Physicians Written Opinion from examining physician including at a minimum the following:
 - i. Whether worker has any detected medical conditions that would place the worker at an increased risk of material health impairment from lead exposure
 - ii. Any recommended limitations on the worker or on the use of personal protective equipment such as respirators

- iii. Results of blood lead determinations and any actions taken as a result of recommendations
 - iv. Statement that the worker has been informed by the physician of the results of the medical examination and of any medical conditions that necessitates further medical exam or treatment.
- c. Copy of information that was provided to physician prior to the examination.
- d. Statement that the worker is able to wear and use the type of respiratory protection proposed for the project and is able to work safely in an environment capable of producing heat stress in the worker.
- e. Compliance Program: Submit program in compliance with 1962.62 the Occupant Protection Plan 40 CFR 745.85
- f. Exposure Assessment: Submit assessment in compliance with 1962.62
- g. Notarized Certifications: Submit certification signed by an office of the Contracting firm and notarized that exposure measurements, medical surveillance, and worker training records are being kept as required in the specification

EQUIPMENT

PROTECTIVE CLOTHING:

- A. Coveralls:** Provide disposable full-body coveralls and disposable head covers and require that they be worn by all workers in the Work Area. Provide a sufficient number for all required changes, for all workers in the Work Area. Dispose of coveralls as clothing waste at the end of each day.
- B. Coveralls:** Provide cloth full-body coveralls and hats, require that they be worn by all workers in the Work Area. Require that workers change out of coverall in the Equipment section of the Change Room. Dispose of coverall as clothing waste at completion of all work.
- C. Shoe Covers:** Provide disposable shoe covers and require that they be worn by all workers in the Work Area. Shoe covers must be replaced each time a worker leaves the work area. Shoe covers are disposed of as clothing waste in the equipment section of the Change Room.
- D. Boots:** Provide work boots with non-skid soles, and where required by OSHA, foot protection, for all workers. Provide boots at no cost to workers. Do not allow boots to be removed from the Work Area for any reason, after being contaminated with lead dust. Dispose of boots with clothing waste at the end of the work, or bag and take to next project. Boots that are non-porous may be decontaminated and removed from work area.

- E. Hard Hats:** Provide head protection (hard hats) as required by OSHA for all workers, and provide 4 spares for use by Designer, Project Monitor, and Owner. Require hard hats to be worn at all times that work is in progress that may potentially cause head injury. Provide hard hats of type with plastic strap type suspension. Require hats to remain in the Work Area throughout the work. Thoroughly clean and decontaminate hats before removing them from the Work Area at the end of the Project.
- F. Goggles and Face Shields:** Provide eye and face protection (goggles or face shields) as required by OSHA for all workers involved in scraping, spraying, striping or any other activity which may potentially cause eye or face injury. Thoroughly clean and decontaminate goggles or face shields before removing them from the Work Area at the end of the project.
- G. Gloves:** Provide work gloves to all workers and require that they be worn at all times in the Work Area. Chemical resistant gloves must be provided when using chemical strippers to remove lead based paint. Gloves must be secured to the coveralls using duct tape to protect arms and hands from the chemical strippers. Do not remove gloves from the Work Area. Dispose of as clothing waste at the end of the work.

ADDITIONAL PROTECTIVE EQUIPMENT:

- A.** Respirators, disposable coveralls, head covers, and footwear covers shall be provided by the Contractor for the Owner, Designer, Project Monitor, and other authorized representatives who may inspect the job site.

SHOWER FACILITIES

- A.** Provide shower facilities to be used by all workers when lead air concentrations exceed $30 \mu\text{g}/\text{m}^3$ or surface lead dust concentrations exceed $2,000 \mu\text{g}/\text{ft}^2$.
 - a.** Provide prefabricated or site-built shower facilities. Supply hot and cold water to shower head which can be controlled from inside shower. Filter all shower water or dispose of it in accordance with Section 02067.
 - b.** Supply a sufficient quantity of soap and towels for the workers and authorized visitors.

WASHING FACILITIES

- A.** Provide washing facilities to be used by all workers when exiting the work area.
 - a.** Provide a temporary sink with hot and cold water supply. Filter all water or dispose of in accordance with section 02067.
 - b.** Supply sufficient quantity of soap and towels for the workers and authorized visitors.

EYEWASH STATION

- A. Where the eyes of employees may be exposed to injuries corrosive materials, suitable facilities for flushing of the eyes shall be provided within the work area for immediate emergency use.

EXECUTION

GENERAL:

- A. Protective worker protection as required by the most stringent OSHA, MDH and/or EPA standards applicable to the work. The following procedures are minimums to be adhered to regardless of lead concentration in the Work Area.
- B. Each time Work Area is entered, remove street clothes, and put on new disposable coverall or (re-use previous coverall if not overly contaminated or torn), new head cover, and a clean respirator with cartridges appropriate for the abatement work to be performed. Reinforce coverall seams and secure gloves to coveralls with duct tape. Proceed through Change Room, don foot covers and enter Work Area.

DECONTAMINATION PROCEDURES:

- A. Require all workers to adhere to the following personal decontamination procedures whenever they leave the Work Area:
- B. **Air Purifying-Negative Pressure Respirators:** Require that all workers use the following decontamination procedures as minimum requirement whenever leaving the Work Area with a half or full face cartridge type respirator.
 - a. Still wearing respirators, comply with the following procedure. Care must be taken to follow reasonable procedures in removing the respirator and filters to avoid disturbing lead dust. The following procedure is required at a minimum.
 - i. HEPA vacuum heavily contaminated protective work clothing
 - ii. When exiting the Work Area, remove food cover in work area. Remove disposable coveralls and disposable head covers in the Change Room, Remove protective coveralls by carefully rolling down the garment to minimize exposure to lead dust.
 - b. Remove respirator and set aside.
 - c. Thoroughly wash hands and face with soap and water. If shower facilities are available, proceed to shower and shower completely with soap and water.
 - d. Remove respirator cartridges from facepiece and seal with duct tape or discard.

- e. Carefully wash the facepiece of respirator inside and out.
- f. Thoroughly wash hands with soap and water.

C. Powered Air Purifying Respirators: Require that all workers use the following decontamination procedure as a minimum requirement whenever leaving the Work Area with a PAPR:

- a. Still wearing respirators, comply with the following procedure. Care must be taken to follow reasonable procedures in removing the respirator and filters to avoid disturbing lead dust. The following procedure is required at a minimum:
 - i. HEPA vacuum heavily contaminated protective work clothing
 - ii. When exiting Work Area, remove foot covers in work area.
Remove disposable coveralls and disposable head covers in the Change Room. Remove protective coveralls by carefully rolling down the garment to minimize exposure to lead dust.
- b. Remove respirator, cap filter cartridges, shut blower unit off and set aside.
- c. Thoroughly wash hands and face with soap and water. If shower facilities are available, proceed to shower and shower completely with soap and water.
- d. Carefully wash the facepiece of respirator inside and out. Wet wipe blower unit, hose, and battery pack. Do not allow battery pack terminals to get wet. Do not remove respiratory cartridges unless wet. If wet, remove respirator cartridges from blower unit and discard.
- e. Thoroughly wash hands with soap and water.

D. Within Work Area:

- a. Require that workers NOT eat, drink, smoke, chew tobacco or gum, or apply cosmetics in the Work Area. To eat, chew, drink or smoke, workers shall follow the procedure described above before entering the Non-Work areas of the building or exterior.

E. CERTIFICATE OF WORKER'S ACKNOWLEDGEMENT:

- a. Following this section is a Certificate of Worker Training. After each worker has been included in the Contractor's Respiratory Protection Program, completed the training program and medical examination, secure a fully executed copy of this form.

End of Section 01555

CERTIFICATE OF WORKER'S ACKNOWLEDGEMENT

PROJECT NAME_____DATE_____

PROJECT ADDRESS_____

CONTRACTOR'S NAME_____

WORKING WITH LEAD CAN BE DANGEROUS. INHALING AND INGESTING LEAD DUST CAN CAUSE AN INCREASE IN BLOOD LEAD LEVELS WHICH CAN LEAD TO ADVERSE HEATH EFFECTS SUCH AS KIDNEY DAMAGE, ELEVATED BLOOD PRESSURE OR INGERTILITY.

Your employer's contract with the Owner for the above project requires that: You be supplied with the proper respirator and be trained in its use. You are to be trained in safe work practices and in the use of equipment found on the job. You are to receive a medical examination. These items are to have been done at no cost to you.

RESPIRATORY PROTECTION: You must have been trained in the proper use of respirators and informed of the type of respirator to be used on the above reference project. You must be given a copy of the written respiratory protection manual issued by your employer. You must be equipped at no cost with the respirator to be used on the above project.

TRAINING COURSE: You must have been trained in the dangers inherent in handling lead and breathing and ingesting lead dust and in proper work procedures and personal and area protective measures. The topics covered in the course must have included the following: Possible routes of exposure to lead; Health hazards associated with lead; Respiratory protection; Use of protective equipment; Work practices including hands-on or on-the-job training; Personal decontamination procedures; and Health and safety considerations

MEDICAL EXAMINATION: You must have had a medical examination within the past 12 months at no cost to you. This examination must have included: health history, physical examination, a blood pressure measurement, pulmonary function test and blood sample and analysis for lead.

By signing this document, you are acknowledging only that the Owner of the building you are about to work in has advised you of your rights to training and protection relative to your employer, the Contractor.

Signature_____ Social Security No _____

Printed Name_____ Witness _____

SECTION 01556 – RESPIRTORY PROTECTION – LEAD-BASED PAINT

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.

DESCRIPTIONS OF WORK:

- A. Instruct and train each worker involved in lead abatement for lead based paint hazard reduction in proper respiratory use and require that each worker wear a respirator, properly fitted on the face in the Work Area from the start of any operation which may expose the worker above the permissible exposure limit (PEL) until the Work Area is completely decontaminated. Use respiratory protection appropriate for the lead levels encountered in the work place or as required for other toxic or oxygen-deficient situations encountered.

STANDARDS:

- A. Except to the extent that more stringent requirements are written directly into the Contract Documents, the following regulations, guidelines, and standards have the same force and effect (and are made a part of the Contract Documents, or as if published copies were bound herewith. Where there is a conflict in requirements set forth in these regulations and standards, meet the more stringent requirements.
- B. **OSHA:** U.S. Department of Labor Occupational Safety and Health Administration, Safety and Health Standards 29 CFR 1910, Section 1000 – Air Contaminants; Section 1926.103, 1910.134 – Respiratory Protection; and Section 1926.62 – Lead
- C. **ANSI:** American Standards Institute, American National Standard Practices for Respiratory Protection, ANSI Z88.7.2010
- D. **HUD:** U.S. Department of Housing and Urban Development, Lead Based Paint: *Guidelines for the Evaluation and Control of Lead-Based Paint in Housing*
- E. **NIOSH:** National Institute for Occupational Safety and Health, Guide to Respiratory Protection, 1987.87-116 and 42 CFR.84
- F. **MSHA:** Mine Safety and Health Administration

SUBMITTALS:

Before start of work, submit the following to the Owner's Project Monitor for review. Do not begin work until these submittals are returned with the Owner's Project Monitor's action stamp indicating that the submittal is returned for unrestricted use.

- A. Written Respiratory Protection Program:** Submit written respiratory protection program in accordance with the OSHA Respirator Protection Standard 29 CFR 1926.103, 29 CFR 1910.134 and the OSHA Lead in Construction Standard 1926.62
- B. Product Data:** Submit manufacturer's product information for each component used, including NIOSH and MSHA Certifications for each components in an assembly and/or for entire assembly
- C. Respiratory Protection Schedule:** Submit the level of respiratory protection intended for each operation required by the project. Submit this information on the "Respiratory Protection schedule" on the form included at the end of section 01555.
- D. Historic Sampling Data:** Submit air sampling data from previous projects to substantiate selection of respiratory protection proposed. Data submitted shall include at least the following for each procedure required by the work:
 - a. Date of measurements
 - b. Operation monitored
 - c. Sampling & analytical methods used and evidence of their accuracy
 - d. Number, duration, and results of sampling
 - e. Worker's name, social security number and job classification
 - f. Type of respirator worn by workers
 - g. Type of material
 - h. Control methods
 - i. Work practices
 - j. Training and experience level of workers and supervisors

PRODUCTS

AIR PURIFYING RESPIRATORS

- A. Respirator Bodies:** Provide half face or full face type respirators. Equip full face respirators with a nose cup or other anti-fogging device as would be appropriate for use in air temperatures less than 32 degrees Fahrenheit.
- B. Filter Cartridges:** Provide, at a minimum, HEPA type filters labeled with NIOSH and MSHA Certification for "Radionuclides, Radon Daughters, Dust, Fumes, Mists including Asbestos-containing Dusts and Mists" and color coded in accordance with ANSI Z88.7 (2010). In addition, a chemical cartridge section (organic vapor/acid gas) may be added, if required, for solvents, strippers, etc., in use. In this case, provide cartridges that have each section of the combination canister labeled with the appropriate color code and NIOSH/MSHA Certification.
- C. Non-permitted respirators:** Do not use single use, disposable or quarter face respirators.

EXECUTION

GENERAL:

- A. Respiratory Protection Program:** Comply with ANSI Z88.7 – 2010 “Practices for Respiratory Protection” and OSHA 29 CFR 1910 and 1926
- B.** Require that respiratory protection be used at all times that there is any possibility of airborne lead levels exceeding the permissible exposure level required in OSHA 1926.62
- C.** Require that a respirator be worn by anyone in a Work Area at all times, regardless of activity, during a period that starts with any operation which could cause disturbance of lead based paint or dust, until the area has met the requirements of Section 01715 or Section 01421.
- D. Regardless of Airborne Lead Levels or Surface Dust Contamination:** require that the minimum level of respiratory protection used be half-face air-purifying respirators with high efficiency filters
- E.** Do not allow the use of single-use, disposable, or quarter-face respirators for any purpose.

FIT TESTING:

- A. Initial Fitting:** Fit types of respirator to be worn by each individual. Require that an individual use only those respirators for which training and fit testing has been provided. Require that fit testing be repeated semiannually, and at any time a respirator is replaced.
- B. On a monthly basis:** check the fit of each worker’s respirator by having irritant smoke blown onto the respirator from a smoke tube.
- C. Upon Each Wearing:** Require that each time an air-purifying respirator is put on it be checked for fit with a positive and negative pressure fit check in accordance with 29 CFR 1926.62, Appendix D.

PERMISSIBLE EXPOSURE LIMIT (PEL):

- A. Permissible Exposure Limit (PEL-TWA)** – 50 micrograms/cubic meter
- B. Action Level (TWA)** – 30 micrograms/cubic meter

TYPE OF RESPIRATORY PROTECTION REQUIRED:

- A.** Provide Respiratory Protection as indicated in paragraph below.

RESPIRATORY PROTECTION FACTOR:

Assigned Protection Factors ⁵					
Type of Respirator ^{1,2}	Quarter Mask	Half Mask	Full Face-Piece	Helmet/Hood	Loose Fitting Face-Piece
1. Air-Purifying	5	10 ³	50	-----	-----
2. Powered Air-Purifying Respirator (PAP)	-----	50	1,000	25/1,000 ⁴	25
3. Supplied-Air Respirator (SAR) or Airline Respirator					
	-----	10	50	-----	-----
	-----	50	1,000	25/1,000 ⁴	25
	-----	50	1,000	-----	-----
4. Self-Contained Breathing Apparatus (SCBA)					
	-----	10	50	50	-----
	-----	-----	10,000	10,000	

Notes:

- Employees may select respirators assigned for use in higher workplace concentrations of a hazardous substance for use at lower concentrations of that substance, or when required respirator use is independent of concentration.
- The assigned protection factors in the above table are only effective when their employer implements a continuing effective respirator program as required by 29 CFR 1910.134 including training, fit testing, maintenance, and use requirements.
- This APF category includes filtering face pieces and half-masks with elastomeric face pieces.
- The Employer must have evidence provided by the respirator manufacturer that testing of these respirators demonstrates performance at a level of protection of 1,000 or greater to receive an APF of 1,000. This level of performance can best be demonstrated by performing a WPF, or SWPF study or equivalent testing. Absent such testing, all other PAPRs and SARs with helmets/hoods are to be treated as loose-fitting face piece respirators and receive an APF of 25.
- These APFs do not apply to respirators used solely for escape. For Escape respirators used in association with specific substances covered by 29 CFR 1910.134 subpart Z, employers

must refer to the appropriate substance-specific standards in that subpart. Escape respirators for other IDLH atmospheres are specified by 29 CFR 1910.134 (d)(2)(ii).

AIR PURIFYING RESPIRATORS

- A. Negative pressure:** Half or full face mask: supply a sufficient quantity of respirator HEPA filters approved for lead, so that workers can change filters, as necessary. Require that respirators be wet-rinsed, and filters discarded or covered with duct tape, each time a worker leaves the Work Area. Store respirators and filters at the job site in the changing room and protect totally from exposures to lead prior to their use. Respirator cartridges must be replaced whenever a worker experiences increased breathing resistance.
- B. Powered air purifying:** Half or full face mask: Supply a sufficient quantity of high efficiency respirator filters approved for lead so that workers can change filters at any time that flow through the face piece decreases to the level at which the manufacturer recommends filter replacement. Require that regardless of flow, filter cartridges be replaced after 40 hours of use. Require that HEPA elements in filter cartridges be protected from wetting during personal decontamination. Require entire exterior housing of respirator including blower unit, filter cartridges, hoses, battery pack, face mask, belt and cords be washed each time a worker leaves the Work Area. Caution should be used to avoid shortening battery pack during washing. Provide an extra battery pack for each respirator so that one can be charging while one is in use.

End of Section 01556

SECTION 01560 - WORKER PROTECTION - ASBESTOS ABATEMENT

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions, Modification to General Conditions, Additional Articles (when applicable) and other Division-1 Specification Sections, apply to work of this section.

DESCRIPTION OF WORK:

This section describes the equipment and procedures required for protecting workers against asbestos contamination and other workplace hazards except for respiratory protection.

RELATED WORK SPECIFIED ELSEWHERE:

Respiratory Protection: is specified in Section 01562.

WORKER TRAINING:

AHERA Accreditation: All workers are to be accredited as Abatement Workers as required by the AHERA regulation 40 CFR 763 Appendix C to Subpart E, April 30, 1987.

State and Local License: All workers are to be trained, certified, and accredited as required by state or local code or regulation.

Train, in accordance with 29 CFR 1926, all workers in the dangers inherent in handling asbestos and breathing asbestos dust and in proper work procedures and personal and area protective measures. Include but do not limit the topics covered in the course to the following:

Methods of recognizing asbestos

Health effects associated with asbestos

Relationship between smoking and asbestos in producing lung cancer

Nature of operations that could result in exposure to asbestos

Importance of and instruction in the use of necessary protective controls, practices, and procedures to minimize exposure including:

- Engineering controls
- Work Practices
- Respirators

- Housekeeping procedures
- Hygiene facilities
- Protective clothing
- Decontamination procedures
- Emergency procedures
- Waste disposal procedures

Purpose, proper use, fitting, instructions, and limitations of respirators as required by 29 CFR 1910.134

Appropriate work practices for the work

Requirements of medical surveillance program

Review of 29 CFR 1926

Pressure Differential Systems

Work practices including hands on or on-job training

Personal Decontamination procedures

Air monitoring, personal and area

MEDICAL EXAMINATIONS:

Provide medical examinations for all workers who may encounter an airborne fiber level of 0.1 f/cc or greater for an 8 hour Time Weighted Average. In the absence of specific airborne fiber data, provide medical examinations for all workers who will enter the Work Area for any reason. Examination shall as a minimum meet OSHA requirements as set forth in 29 CFR 1926 In addition, provide an evaluation of the individuals ability to work in environments capable of producing heat stress in the worker.

SUBMITTALS:

Before Start of Work: Submit the following to the Owner's Representative for review and before beginning work.

AHERA Accreditation: Submit copies of certificates from an EPA-approved AHERA Abatement Workers course for each worker as evidence that each asbestos Abatement Worker is accredited as required by the AHERA Regulation 40 CFR 763 Appendix C to Subpart E, April 30, 1987, and as amended by EPA 40 CFR 763, February 3, 1994. (This will include a copy of the original training certificate and most current refresher training certificate).

State and Local License: Submit evidence that all workers have been trained, certified, and accredited as required by state or local code or regulation.

Certificate Worker Acknowledgment: Submit an original signed copy of the Certificate of Worker's Acknowledgment found at the end of this section, for each worker who is to be at the job site or enter the Work Area.

Report from Medical Examination: conducted within the last 12 months as part of compliance with OSHA medical surveillance requirements for each worker who is to enter the Work Area. Submit, at a minimum, for each worker the following:

Name and Social Security Number

Physicians Written Opinion from examining physician including at a minimum the following:

Whether worker has any detected medical conditions that would place the worker at an increased risk of material health impairment from exposure to asbestos.

Any recommended limitations on the worker or on the use of personal protective equipment such as respirators.

Statement that the worker has been informed by the physician of the results of the medical examination and of any medical conditions that may result from asbestos exposure.

Copy of information that was provided to physician in compliance with 29 CFR 1926

Statement that worker is able to wear and use the type of respiratory protection proposed for the project and is able to work safely in an environment capable of producing heat stress in the worker.

Notarized Certifications: Submit certification signed by an officer of the abatement contracting firm and notarized that exposure measurements, medical surveillance, and worker training records are being kept in conformance with 29 CFR 1926.

EQUIPMENT

PROTECTIVE CLOTHING:

Coveralls: Provide disposable full-body coveralls and disposable head covers and require that they be worn by all workers in the Work Area. Provide a sufficient number for all required changes, for all workers in the Work Area.

Boots: Provide work boots with non-skid soles, and where required by OSHA, foot protectors, for all workers. Provide boots at no cost to workers. Rubber boots will be cleaned and placed in a leak-tight container before being removed from the Work Area.

Hard Hats: Provide head protection (hard hats) as required by OSHA for all workers, and provide 4 spares for use by Owner's Representative, Project Administrator, and Owner. Label hats with the same warning labels as used on disposal bags. Require hard hats to be worn at all times that work is in progress that may potentially cause head injury. Provide hard hats of type with plastic strap type suspension. Require hats to remain in the Work Area throughout the work. Thoroughly clean, decontaminate and bag hats before removing them from Work Area at the end of the work.

Goggles: Provide eye protection (goggles) as required by OSHA for all workers involved in scraping, spraying, or any other activity which may potentially cause eye injury. Thoroughly clean, decontaminate and bag goggles before removing them from the Work Area at the end of the work.

Gloves: Provide work gloves to all workers and require that they be worn at all times in the Work Area. Do not remove gloves from the Work Area and dispose of as asbestos-contaminated waste at the end of the work.

ADDITIONAL PROTECTIVE EQUIPMENT:

Respirators, disposable coveralls, head covers, and footwear covers shall be provided by the Contractor for the Owner, Owner's Representative, Project Administrator, and other authorized representatives who may inspect the job site.

EXECUTION

GENERAL:

Provide worker protection as required by the most stringent OSHA and/or EPA standards applicable to the work. The following procedures are minimums to be adhered to regardless of fiber count in the Work Area.

Each time Work Area is entered remove all street clothes in the Changing Room of the Personnel Decontamination Unit and put on new disposable coverall, new head cover, and a clean respirator. Proceed through shower room to equipment room and put on work boots.

DECONTAMINATION PROCEDURES:

Require all workers to adhere to the following personal decontamination procedures whenever they leave the Work Area:

Type C Supplied Air or Powered Air-Purifying Respirators: Require that all workers use the following decontamination procedure as a minimum requirement whenever leaving the Work Area:

When exiting area, remove disposable coveralls, disposable head covers, and disposable footwear covers or boots in the equipment room.

Still wearing respirators, proceed to showers. Showering is mandatory. Care must be taken to follow reasonable procedures in removing the respirator to avoid asbestos fibers while showering. The following procedure is required as a minimum:

Thoroughly wet body including hair and face. If using a Powered Air-Purifying Respirator (PAPR) hold blower unit above head to keep canisters dry.

With respirator still in place thoroughly wash body, hair, respirator face piece, and all parts of the respirator except the blower unit and battery pack on a PAPR. Pay particular attention to seal between face and respirator and under straps.

Take a deep breath, hold it and/or exhale slowly, completely wet hair, face, and respirator. While still holding breath, remove respirator and hold it away from face before starting to breath.

Carefully wash the facepiece of respirator inside and out.

If using PAPR: shut down in the following sequence, first cap inlets to filter cartridges, then turn off blower unit (this sequence will help keep debris which has collected on the inlet side of filter from dislodging and contaminating the outside of the unit). Thoroughly wash blower unit and hoses. Carefully wash battery pack with wet rag. Be extremely cautious of getting water in the battery pack as this will short out and destroy the battery.

Shower completely with soap and water.

Rinse thoroughly.

Rinse shower room walls and floor prior to exit.

Proceed from shower to Changing Room and change into street clothes or into new disposable work items.

Air Purifying-Negative Pressure Respirators: Require that all workers use the following decontamination procedure as a minimum requirement whenever leaving the Work Area with a half or full face cartridge type respirator:

When exiting area, remove disposable coveralls, disposable headcovers, and disposable footwear covers or boots in the Equipment Room.

Still wearing respirators, proceed to showers. Showering is mandatory. Care must be taken to follow reasonable procedures in removing the respirator and filters to avoid asbestos fibers while showering. The following procedure is required as a minimum:

Thoroughly wet body from neck down.

Wet hair as thoroughly as possible without wetting the respirator filter if using an air purifying type respirator.

Take a deep breath, hold it and/or exhale slowly, complete wetting of hair, thoroughly wetting face, respirator, and filter (air purifying respirator). While still holding breath, remove respirator and hold it away from face before starting to breath.

Dispose of wet filters from air purifying respirator.

Carefully wash the facepiece of respirator inside and out.

Shower completely with soap and water.

Rinse thoroughly.

Rinse shower room walls and floor prior to exit.

Proceed from shower to Changing Room and change into street clothes or into new disposable work items.

Remote Shower: The procedures above are to be used if the decontamination facility is used as a remote shower. If a worker cannot gain direct access to the Equipment Room require that he enter Decontamination Unit and proceed directly through Shower

Room to Equipment Room. The decontamination procedure is then completed as required above.

Within Work Area:

Require that workers NOT eat, drink, smoke, chew tobacco or gum, or apply cosmetics in the Work Area. To eat, chew, drink or smoke, workers shall follow the procedure described above ,then dress in street clothes before entering the non-Work Areas of the building.

CERTIFICATE OF WORKER'S ACKNOWLEDGMENT:

Following this section is a Certificate of Worker Training. After each worker has been included in the Contractor's Respiratory Protection Program, completed the training program and medical examination, secure a fully executed copy of this form.

END OF SECTION - 01560

CERTIFICATE OF WORKER'S ACKNOWLEDGMENT

PROJECT

NAME _____ DATE _____

PROJECT

ADDRESS _____

CONTRACTOR'S

NAME _____

WORKING WITH ASBESTOS CAN BE DANGEROUS. INHALING ASBESTOS FIBERS HAS BEEN LINKED WITH VARIOUS TYPES OF CANCER. IF YOU SMOKE AND INHALE ASBESTOS FIBERS THE CHANCE THAT YOU WILL DEVELOP LUNG CANCER IS GREATER THAN THAT OF THE NON-SMOKING PUBLIC.

Your employer's contract with the Owner for the above project requires that: You be supplied with the proper respirator and be trained in its use. You be trained in safe work practices and in the use of the equipment found on the job. You receive a medical examination. These things are to have been done at no cost to you.

RESPIRATORY PROTECTION: You must have been trained in the proper use of respirators and informed of the type of respirator to be used on the above referenced project. You must be given a copy of the written respiratory protection manual issued by your employer. You must be equipped at no cost with the respirator to be used on the above project.

TRAINING COURSE: You must have been trained in the dangers inherent in handling asbestos and breathing asbestos dust and in proper work procedures and personal and area protective measures. The topics covered in the course must have included the following: Physical characteristics of asbestos; Health hazards associated with asbestos; Respiratory protection; Use of protective equipment; Pressure Differential Systems; Work practices including hands on or on-job training; Personal decontamination procedures; Air monitoring, personal and area

MEDICAL EXAMINATION: You must have had a medical examination within the past 12 months at no cost to you. This examination must have included: health history, pulmonary function tests and may have included an evaluation of a chest x-ray.

By signing this document you are acknowledging only that the Owner of the building you are about to work in has advised you of your rights to training and protection relative to your employer, the Contractor.

Signature _____ Social Security No _____

Printed Name _____ Witness _____

SECTION 01562 - RESPIRATORY PROTECTION - ASBESTOS

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions, Modifications to General Conditions, Additional Articles (when applicable) and other Division-1 Specification Sections, apply to work of this section.

DESCRIPTION OF WORK:

Instruct and train each worker involved in asbestos abatement or maintenance and repair of friable asbestos-containing materials in proper respiratory use and require that each worker always wear a respirator, properly fitted on the face in the Work Area from the start of any operation which may cause airborne asbestos fibers until the Work Area is completely decontaminated. Use respiratory protection appropriate for the fiber level encountered in the work place or as required for other toxic or oxygen-deficient situations encountered.

STANDARDS:

Except to the extent that more stringent requirements are written directly into the Contract Documents, the following regulations and standards have the same force and effect (and are made a part of the Contract Documents by reference) as if copied directly into the Contract Documents, or as if published copies were bound herewith. Where there is a conflict in requirements set forth in these regulations and standards, meet the more stringent requirement.

- OSHA - U.S. Department of Labor Occupational Safety and Health Administration, Safety and Health Standards 29 CFR 1910, Section 1001, and Section 1910.134. 29 CFR 1926.58.
- CGA - Compressed Gas Association, Inc., New York, Pamphlet G-7, "Compressed Air for Human Respiration", and Specification G-7.1 "Commodity Specification for Air".
- CSA - Canadian Standard Association, Rexdal, Ontario, Standard Z180.1-1978, "Compressed Breathing Air".
- ANSI - American National Standard Practices for Respiratory Protection, ANSI Z88.7-2010.
- NIOSH - National Institute for Occupational Safety and Health
- MSHA - Mine Safety and Health Administration

SUBMITTALS:

Before Start of Work submit the following to the Owner's Representative for review.

Product Data: Submit manufacturer's product information for each component used, including NIOSH and MSHA Certifications for each component in an assembly and/or for entire assembly.

System Diagram: When a Type "C" supplied air respiratory system is required by the work, submit drawing showing assembly of components into a complete supplied air respiratory system. Include diagram showing location of compressor, filter banks, backup air supply tanks, hose line connections in Work Area(s), routing of air lines to Work Area(s) from compressor.

Operating Instruction: Submit complete operating and maintenance instructions for all components and systems as a whole. Submittals are to be in bound manual form suitable for field use.

Respiratory Protection Program: Submit Contractor's written respiratory protection program manual as required by OSHA 1926.1101.

Respiratory Protection Schedule: Submit the level of respiratory protection intended for each operation required by the project. Submit this information on the "Respiratory Protection schedule" on the form included at the end of this Section.

Historic Airborne Fiber Data: Submit airborne asbestos fiber count data from an independent air monitoring firm to substantiate selection of respiratory protection proposed. Data submitted shall include at least the following for each procedure required by the work:

Date of measurements

Operation monitored

Sampling and analytical methods used and evidence of their accuracy

Number, duration, and results of samples taken

Resume information: Submit resume and information on training for individual monitoring the operation of supplied air respiratory systems. Submit training certifications where applicable.

AIR QUALITY FOR SUPPLIED AIR RESPIRATORY SYSTEMS:

Provide air used for breathing in Type "C" supplied air respiratory systems that meets or exceeds standards set for C.G.A. type 1 (Gaseous Air) Grade D:

ALLOWABLE CONTAMINANTS:

Supply air that has an asbestos concentration no greater than outside ambient conditions.

The following table sets forth the quantity of any given contaminant allowed according to the referenced standards:

CONTAMINANT	CGA		CSA	
	Type 1 (Gaseous Air)	Grade D	Grade E	Grade H
Carbon Monoxide, PPM/v		20	10	5
Carbon Dioxide, PPM/v		1000	500	500
Condensed Hydrocarbons, mg./cu. Meter			5	1

CONTAMINANT	CGA		CSA	
	Type 1 (Gaseous Air)	Grade D	Grade E	Grade H
Gaseous Hydrocarbons - as methane, PPM/v		10	25	
Water Vapor - PPM/v dewpoint	(1) -50F	(1) -50F	(1) -50F	27 -63F
Objectionable Odors	None	None	None	None
Nitrogen Dioxide, PPM/v	-	-	0.5	0.2
Nitrous Oxide, PPM/v	-	-	-	5
Sulfur Dioxide, PPM/v	-	-	0.5	-
Halogenated solvents, PPM/v	-	-	1	-
Other gaseous contaminants	-	-	-	(2)
Inorganic particulates, mg./cu. meter	-	-	-	1

- Indicates that the standard shows no limiting characteristics

- (1) The CGA standards do not call out a specific moisture limit when the ambient temperature is above freezing. However, since a moisture content no greater than a -50 Degrees Fahrenheit dewpoint (66 PPM/v) is necessary for carbon monoxide elimination, the CO limits could not be met unless the air were dried to a -50 Degrees Fahrenheit dewpoint or better.
- (2)
- (3) Maximum allowable content of trichlorotrifluorethane, dichlorodifluoromethane, and chlorodifluoromethane is 2 PPM/v for each. Unlisted contaminants shall not exceed one-tenth of the Threshold Limit Values (TLV's) for Chemical Substances in Workroom air adopted by the American Conference of Governmental Industrial Hygienists (ACGIH).

DELIVERY:

Deliver replacement parts, etc., not otherwise labeled by NIOSH or MSHA to job site in manufacturer's containers.

PART 2 - EQUIPMENT

AIR PURIFYING RESPIRATORS

Respirator Bodies: Provide half face or full face type respirators. Equip full face respirators with a nose cup or other anti-fogging device as would be appropriate for use in air temperatures less than 32 degrees Fahrenheit.

Filter Cartridges: Provide, at a minimum, HEPA type filters labeled with NIOSH and MSHA Certification for "Radionuclides, Radon Daughters, Dust, Fumes, Mists including Asbestos-Containing Dusts and Mists" and color coded in accordance with ANSI Z88.7 (2010). In addition, a chemical cartridge section may be added, if required, for solvents, etc., in use. In this case, provide cartridges that have each section of the combination canister labeled with the appropriate color code and NIOSH Certification.

Non-permitted respirators Do not use single use, disposable or quarter face respirators.

SUPPLIED AIR RESPIRATOR SYSTEMS:

Provide equipment capable of producing air of the quality and volume required by the above reference standards applied to the job site conditions and crew size. Comply with provisions of this specification if more stringent than the governing standard.

Face Piece and Hose: Provide full face piece and hose by same manufacturer that has been certified by NIOSH as an approved Type "C" respirator assembly operating in pressure demand mode with a positive pressure face-piece.

Auxiliary backup system: In atmospheres which contain sufficient oxygen (greater than or equal to 19.5% oxygen) provide a pressure-demand full face piece supplied air respirator equipped with an emergency backup HEPA filter.

Escape air supply: In atmospheres which are oxygen deficient (less than 19.5% oxygen) provide a pressure-demand full face piece supplied air respirator incorporating an auxiliary self-contained breathing apparatus (SCBA) which automatically maintains an uninterrupted air supply in pressure demand mode with a positive pressure face piece.

Backup air supply: Provide a reservoir of compressed air located outside the Work Area which will automatically maintain a continuous uninterruptable source of air automatically available to each connected face piece and hose assembly in the event of compressor shut-down, contamination of air delivered by compressor, power loss or other failure. Provide sufficient capacity in the back-up air supply to allow a minimum escape time of one-half hour times the number of connections available to the Work Area. Air requirement at each connection is the air requirement of the respirators in use plus the air requirement of an average-sized adult male engaged in moderately strenuous activity.

Warning device: Provide a warning device that will operate independently of the building's power supply. Locate so that alarm is clearly audible above the noise level produced by equipment and work procedures in use in all parts of the Work Area and at the compressor. Connect alarm to warn of:

Compressor shut down or other fault requiring use of backup air supply

Carbon Monoxide (CO) levels in excess of 5 PPM/V

Carbon Monoxide (CO) Monitor: Continuously monitor and record on a strip chart recorder Carbon Monoxide (CO) levels. Place monitors in the air

line between compressor and back-up air supply and between backup air supply and workers. Connect monitors so that they also sound an alarm as specified under "Warning Devices".

Compressor Shut Down: Interconnect monitors, alarms, and compressor so that compressor is automatically shut down and the alarms sounded if any of the following occur:

Carbon Monoxide (CO) concentrations exceed 5 PPM/v in the air line between the filter bank and backup air supply

Compressor temperature exceeds normal operating range

Compressor Motor - Provide a compressor driven by an electric motor when adequate energy is available. Use gas or diesel engines to drive compressors when adequate energy is not available for electric motor-driven compressors. Ensure that electrical supply available at the work site is adequate to energize the motor.

Compressor Location: Locate compressor outside of building in location that will not impede access to the building, and that will not cause a nuisance by virtue of noise or fumes to occupied portions of the building.

Air Intake: Locate air intake remotely from any source of automobile exhaust or any exhaust from engines, motors, auxiliary generator, or buildings.

After-Cooler: Provide an aftercooler at entry to filter system which is capable of reducing temperatures to outside ambient air temperatures.

Self-Contained Breathing Apparatus (SCBA): Configure system to permit the recharging of ½ hour 2260 PSI SCBA cylinders.

EXECUTION

GENERAL:

Respiratory Protection Program: Comply with ANSI Z88.7 - 2010 "Practices for Respiratory Protection" and OSHA 29 CFR 1910 and 1926.

Require that respiratory protection be used at all times that there is any possibility of disturbance of asbestos-containing materials whether intentional or accidental.

Require that a respirator be worn by anyone in a Work Area at all times, regardless of activity, during a period that starts with any operation which could cause airborne fibers until the area has been cleared for re-occupancy in accordance with Section 01714.

Regardless of Airborne Fiber Levels: Require that the minimum level of respiratory protection used be half-face air-purifying respirators with high efficiency filters.

Do not allow the use of single-use, disposable, or quarter-face respirators for any purpose.

FIT TESTING:

Initial Fitting: Provide initial fitting of respiratory protection during a respiratory protection course of training set up and administered by a qualified training provider. Fit types of respirator to be actually worn by each individual. Allow an individual to use only those respirators for which training and fit testing has been provided.

On a Six-month Basis, check the fit of each worker's respirator by having irritant smoke blown onto the respirator from a smoke tube.

Upon Each Wearing: Require that each time an air-purifying respirator is put on it be checked for fit with a positive and negative pressure fit test in accordance with the manufacturer's instructions or ANSI Z88.2 (1980).

TYPE OF RESPIRATORY PROTECTION REQUIRED:

Provide Respiratory Protection as indicated in paragraph below. Where paragraph below does not apply, determine the proper level of protection by dividing the expected or actual airborne fiber count in the Work Area by the "protection factors" given below. The level of respiratory protection which supplies an airborne fiber level inside the respirator, at the breathing zone of the wearer, at or below the permissible exposure limit (PEL) is the minimum level of protection allowed.

Type "C" Supplied-air respirators: full facepiece pressure demand supplied air respirators are to be used by all workers engaged in the removal, or demolition of pipes, structures, or equipment covered or insulated with asbestos, or in the removal or demolition of asbestos insulation or coverings, or any other activity which results in or may result in airborne asbestos fibers.

PERMISSIBLE EXPOSURE LIMIT (PEL):

8-Hour Time Weighted Average (TWA) of asbestos fibers to which any worker may be exposed shall not exceed the following: 0.1 fiber per cubic centimeter (f/cc).

Fibers: For purposes of this section, fibers are defined as all fibers regardless of composition as counted in the OSHA Reference Method (ORM), or NIOSH 7400 procedure.

Electron Microscopy: If Electron Microscopy is used to determine airborne fiber levels, only asbestos fibers will be enumerated, but fibers of any size detected by the testing of Section 01714 Work Area Clearance will be counted.

Time Weighted Average (TWA) - 0.1 fibers/cubic centimeter

RESPIRATORY PROTECTION FACTOR:

Assigned Protection Factors ⁵					
Type of Respirator ^{1,2}	Quarter mask	Half Mask	Full facepiece	Helmet/Hood	Loose-fitting facepiece
1. Air-Purifying Respirator	5	10 ³	50	-----	-----
2. Powered Air-Purifying Respirator (PAPR)	-----	50	1,000	25/1,000 ⁴	25
3. Supplied-Air Respirator (SAR) or Airline Respirator • Demand flow mode • Continuous flow mode • Pressure-demand or other positive pressure mode					
	-----	10	50	-----	-----
	-----	50	1,000	25/1,000 ⁴	25
	-----	50	1,000	-----	-----
4. Self-Contained Breathing Apparatus (SCBA) • Demand mode • Pressure-demand or other positive pressure mode (e.g., open/closed circuit)					
	-----	10	50	50	-----
	-----	-----	10,000	10,000	-----

Notes:

¹ Employers may select respirators assigned for use in higher workplace concentrations of a hazardous substance for use at lower concentrations of that substance, or when required respirator use is independent of concentration

²The assigned protection factors are only effective when the employer implements a continuing effective respirator program as required by 29 CFR 1910.134 including training, fit testing, maintenance and use requirements.

³This APF category includes filtering facepieces, and half masks with elastomeric facepieces.

⁴The employer must have evidence provided by the respirator manufacturer that testing of these respirators demonstrated performance at a level of protection of 1,000 or greater to receive an APF of 1,000. This level of performance can best be demonstrated by performing a WPF or SWPF study or equivalent testing. Absent such testing, all other PAPRs and SARs with helmets/hoods are to be treated as loose-fitting facepiece respirators and receive an APF of 25.

⁵These APF's do not apply to respirators used solely for escape. For escape respirators used in association with specific substances covered by 20 CFR 1910, subpart Z, employers must refer to the appropriate substance-specific standards in that subpart. Escape respirators for other IDLH atmospheres are specified by 29 CFR 1910.134 (d)(2)(ii).

AIR PURIFYING RESPIRATORS:

Negative pressure - half or full face mask: Supply a sufficient quantity of respirator filters approved for asbestos, so that workers can change filters during the work day. Require that respirators be wet-rinsed, and filters discarded, each time a worker leaves the Work Area. Require that new filters be installed each time a worker re-enters the Work Area. Store respirators and filters at the job site in the changing room and protect totally from exposure to asbestos prior to their use.

Powered air purifying - half or full face mask: Supply a sufficient quantity of high efficiency respirator filters approved for asbestos so that workers can change filters at any time that flow through the face piece decreases to the level at which the manufacturer recommends filter replacement. Require that regardless of flow, filter cartridges be replaced after 40 hours of use. Require that HEPA elements in filter cartridges be protected from wetting during showering. Require entire exterior housing of respirator, including blower unit, filter cartridges, hoses, battery pack, face mask, belt, and cords, be washed each time a worker leaves the Work Area. Caution should be used to avoid shortening battery pack during washing. Provide an extra battery pack for each respirator so that one can be charging while one is in use.

TYPE "C" RESPIRATOR:

Air Systems Monitor: Continuously monitor the air system operation including compressor operation, filter system operation, backup air capacity and all warning and monitoring devices at all times that system is in operation. Assign an individual, trained by manufacturer of the equipment in use or by a Certified Industrial Hygienist, in the operation and maintenance of the system to provide this monitoring. Assign no other duties to this individual which will take him away from monitoring the air system.

END OF SECTION - 01562

SECTION 01563 - DECONTAMINATION UNITS

RELATED DOCUMENTS:

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

DESCRIPTION OF WORK:

Provide separate Personnel and Equipment Decontamination facilities. Require that the Personnel Decontamination Unit be the only means of ingress and egress for the Work Area. Require that all materials exit the Work Area through the Equipment Decontamination Unit.

RELATED WORK SPECIFIED ELSEWHERE:

Refer to Section 01503 Temporary Facilities - Asbestos Abatement for electrical requirements and requirements relative to connection of decontamination facilities to building systems such as water, sewer, and electrical.

SUBMITTALS

Before the Start of Work: Submit the following to the Owner's Representative for review.

Personnel Decontamination Unit: Provide shop drawing showing location and assembly of personnel decontamination units.

Equipment Decontamination Unit: Provide shop drawing showing location and assembly of equipment decontamination units.

Shower Pan: Provide shop drawing.

Shower Walls: Provide product data.

Shower Head and Controls: Provide product data.

Filters: Provide product data and shop drawing of installation on decontamination unit.

Hose Bib: Provide product data.

Shower Stall: for Wash Down Station provide product data and shop drawing showing and modifications.

Lumber: Provide product data on fire resistance treatment.

Sump Pump: Provide product data.

Signs: Submit description of signs to be used.

PRODUCTS

Polyethylene Sheet: A single polyethylene film in the largest sheet size possible to minimize seams, 4.0 or 6.0 mil thick as indicated, clear, frosted, or black as indicated.

Duct Tape: Provide duct tape in 2" or 3" widths as indicated, with an adhesive which is formulated to stick aggressively to sheet polyethylene.

Spray Adhesive: Provide spray adhesive in aerosol cans which is specifically formulated to stick tenaciously to sheet polyethylene.

Shower Pan: Provide one piece waterproof shower pan 4' x 8' by 6" deep. Fabricate from seamless fiberglass minimum 1/16" thick reinforced with wood, 18 ga. stainless or galvanized steel with welded seams, copper or lead with soldered seams, or a seamless liner of minimum 60 mil thick elastomeric membrane.

Shower Walls: Provide 8' long by approximately 7' high walls fabricated from rigid, impervious, waterproof material, either corrugated fiberglass roofing or equivalent. Structurally support as necessary for stability.

Shower Head and Controls: Provide a factory-made shower head producing a spray of water which can be adjusted for spray size and intensity. Feed shower with water mixed from hot and cold supply lines. Arrange so that control of water temperature, flow rate, and shut off is from inside shower without outside aid.

Filters: Provide cascaded filter units on drain lines from showers or any other water source carrying asbestos-contaminated water from the Work Area. Provide units with disposable filter elements as indicated below. Connect so that discharged water passes primary filter and output of primary filter passes through secondary filter.

Primary Filter - Passes particles 20 microns and smaller

Secondary Filter - Passes particles 5 microns and smaller

Hose Bib: Provide heavy bronze angle type with wheel handle, vacuum breaker, and 3/4" National Standard male hose outlet.

Shower Stall: For Wash Down Station provide leak tight shower enclosure with integrated drain pan fabricated from fiberglass or other durable waterproof material, approximately 3' x 3' square with minimum 6' high sides and back. Structurally support as necessary for stability. Equip with hose bib, as specified in this section, mounted at approximately 4'-0" above drain pan. Connect drain to a reservoir, pump water from reservoir through filters to a drain or store and use for amended water. Mount filters inside shower stall on back wall beneath hose bib.

Lumber: Provide kiln dried lumber of any grade or species.

PVC Pipe: Provide pre-assembled chambers with a minimum of 3 square feet.

Sump Pump: Provide a totally submersible waterproof sump pump with integral float switch. Provide unit sized to pump 2 times the flow capacity of all showers or hoses supplying water to the sump, through the filters specified herein when they are loaded to the extent that replacement is required. Provide a unit capable of pumping debris, sand, plaster, or other materials washed off during decontamination procedures without damage to mechanism of the pump. Adjust float switch so that a minimum of 3" remains between top of liquid and top of sump pan.

EXECUTION

PERSONNEL DECONTAMINATION UNIT:

Provide a Personnel Decontamination Unit consisting of a serial arrangement of connected rooms or spaces, Changing Room air lock, Shower Room air lock, Equipment Room. Require all persons without exception to pass through this Decontamination Unit for entry into and exiting from the Work Area for any purpose. Do not allow parallel routes for entry or exit. Do not remove equipment or materials through the Personnel Decontamination Unit. Provide temporary lighting within Decontamination Units as necessary to reach a lighting level of 100 foot candles.

Changing Room (clean room): Provide a room that is physically and visually separated from the rest of the building for the purpose of changing into protective clothing.

Construct using polyethylene sheeting, at least 6 mil in thickness, to provide an airtight seal between the Changing Room and the rest of the building.

Locate so that access to the Work Area from Changing Room is through Shower Room.

Separate the Changing Room from the building by a sheet plastic flapped doorway.

Require workers to remove all street clothes in this room, dress in clean, disposable coveralls, and don respiratory protection equipment. Do not allow asbestos-contaminated items to enter this room. Require Workers to enter this room either from outside the structure dressed in street clothes, or naked from the showers.

An existing room may be utilized as the Changing Room if it is suitably located and of a configuration whereby workers may enter the Changing Room directly from the Shower Room. Protect all surfaces of room with sheet plastic as set forth in Section 01526 Temporary Enclosures. Authorization for this must be obtained from the Owner's Representative in writing prior to start of construction. Submit written request in accordance with Section 01632 "Product Substitutions" detailing layout and protective measures proposed.

Maintain the floor of changing room dry and clean at all times. Do not allow overflow water from shower to wet floor in changing room.

Damp wipe all surfaces twice after each shift change with a disinfectant solution.

Provide posted information for all emergency phone numbers and procedures.

Provide 1 storage area for each employee.

Airlock: Provide an airlock between Shower and Changing Room. This is a transit area for workers.

Separate the Shower from the Changing Room by sheet plastic flapped doorways.

Separate this room from the rest of the building with airtight walls fabricated of 6 mil polyethylene.

Separate Shower from Changing Rooms with airtight walls fabricated of 6 mil polyethylene.

Provide a continuously adequate supply of disposable bath towels.

Provide a rigid, tight-sealing hinged door between the air lock and Clean Room. Arrange so that there is a sensible movement of air from clean room through breathing zone of worker in Shower and air lock toward Equipment Room.

Shower Room: Provide a completely watertight operational shower to be used for transit by cleanly dressed workers heading for the Work Area from the Changing Room, or for showering by workers headed out of the Work Area after undressing in the Equipment Room.

Construct room by providing a shower pan and 2 shower walls in a configuration that will cause water running down walls to drip into pan. Install a freely draining wooden floor in shower pan at elevation of top of pan.

Separate this room from the rest of the building with airtight walls fabricated of 6 mil polyethylene.

Separate this room from the Airlock with airtight walls fabricated of 6 mil polyethylene.

Provide splashproof entrances to the Airlock with doors arranged in the following configuration:

At each entrance to the Shower Room construct a door frame out of nominal 2" x 4" lumber with 1-1/2" jambs (sides) and 1-1/2" head (top) and sill (bottom). Attach to this door frame two overlapping flaps of elastomeric membrane material, fastened at the head (top) and jambs (sides) (by clamping between a 1-1/2" x 3/4" batten and frame). Overlap the flaps a minimum of 6" in a direction that presents a shingle-like configuration to the water stream from the shower. Overlap sill (bottom) by 1-1/2" minimum. Arrange so that any air movement out of the Work Area will cause the flaps to seal against the door frame (Contractor may provide optional configuration for decontamination unit).

Provide shower head and controls.

Provide temporary extensions of existing hot and cold water and drainage, as necessary for a complete and operable shower.

Provide a soap dish and a continuously adequate supply of soap and maintain in sanitary condition.

Arrange so that water from showering does not splash into the Changing or Equipment Rooms.

Arrange water shut off and drain pump operation controls so that a single individual can shower without assistance from either inside or outside of the Work Area.

Provide flexible hose shower head.

Pump waste water to drain or to storage for use in amended water. If pumped to drain, provide 20 micron and 5 micron waste water filters in line to drain or waste water storage. Change filters daily or more often if necessary.

Provide hose bib.

Provide all other items indicated on contract drawings.

Airlock: Provide an airlock between the Shower Room and Equipment Room. This is a transit area for workers. Separate this room from Equipment Room by a sheet plastic flap doorway.

Separate this room from the rest of the building with airtight walls fabricated of 6 mil polyethylene.

Separate this room from the Equipment Room and Shower Room with airtight walls fabricated of 6 mil polyethylene.

Separate from Equipment Room by a sheet plastic flapped doorway.

Equipment Room (contaminated area): Require work equipment, footwear, and additional contaminated work clothing to be left here. This is a change and transit area for workers.

Separate this room from the Work Area by a 6 mil polyethylene flapped doorway.

Separate this room from the rest of the building with airtight walls fabricated of 6 mil polyethylene.

Separate this room from the Shower Room and Work Area with airtight walls fabricated of 6 mil polyethylene.

Provide a drop cloth layer of sheet plastic on the floor in the Equipment Room for every shift change expected. Roll drop cloth layer of plastic from Equipment Room into Work Area after each shift change.

Replace it before the next shift change. Provide a minimum of two (2) layers of plastic at all times. Use only clear plastic to cover floors.

Work Area: Separate Work Area from the Equipment Room by polyethylene barriers. If the airborne asbestos level in the Work Area is expected to be high, as in dry removal, add an intermediate cleaning space between the Equipment Room and the Work Area. Damp wipe clean all surfaces after each shift change. Provide one additional floor layer of 6 mil polyethylene per shift change and remove contaminated layer after each shift.

Decontamination Sequence: Require that all workers adhere to the following sequence when entering or leaving the Work Area.

Entering Work Area: Worker enters Changing Room and removes street clothing, puts on clean disposable overalls and respirator, and passes through the Shower Room into the Equipment Room.

Any additional clothing and equipment left in the Equipment Room needed by the worker are put on in the Equipment Room.

Worker proceeds to Work Area.

Exiting Work Area:

Before leaving the Work Area, require the worker to remove all gross contamination and debris from overalls and feet.

The worker then proceeds to the Equipment Room and removes all clothing except respiratory protection equipment.

Extra work clothing such as boots, hard hats, goggles, gloves are to be stored in the contaminated end of the Equipment Room.

Disposable coveralls are placed in a bag for disposal with other material.

Require that Decontamination procedures found in Section 01560 be followed by all individuals leaving the Work Area.

After showering, the worker moves to the Changing Room and dresses in either new coveralls for another entry or street clothes if leaving.

EQUIPMENT DECONTAMINATION UNIT:

Provide an Equipment Decontamination Unit consisting of a serial arrangement of rooms, Clean Room, Holding Room, Wash Room for removal of equipment and material from Work Area. Do not allow personnel to enter or exit the Work Area through the Equipment Decontamination Unit.

Arrange airlocks between rooms as required below.

Wash Down Station: Provide an enclosed Shower Unit located in the Work Area just outside Wash Room as an equipment, bag, and container cleaning station.

Fabricate waterproof floor extending 6' - 0" beyond Wash Down station in all directions. Install seamless waterproof membrane over area and extend over curbs on all four sides. Form curbs from 2" x 4" lumber laid on the flat.

Waterproof membrane is fabricated from minimum of two 6- mil polyethylene. Do not allow water to collect on waterproof membrane. Remove continuously with a wet vacuum or mop.

Wash Room: provide wash room for cleaning of bagged or containerized asbestos-containing waste materials passed from the Work Area.

Construct wash room of nominal 2" x wood framing or other suitable materials and polyethylene sheeting, at least 6 mil in thickness and located so that packaged materials, after being wiped clean, can be passed to the Holding Room.

Separate this room from the Work Area by a single flapped door of 6 mil polyethylene sheeting.

Provide a drop cloth layer of plastic on floor in the Wash Room for every load-out operation. Roll this drop cloth layer of plastic from Wash Room into Work Area after each load-out. Provide a minimum of two (2) layers of plastic at all times. Use only clear plastic to cover floors.

Airlock: Provide an airlock between Wash Room and Holding Room. This is a transit area.

Separate this room from adjacent spaces by a sheet plastic flapped doorway.

Separate this room from the rest of the building and adjacent spaces with airtight walls fabricated of 6 mil polyethylene.

Holding Room: Provide a Holding Room as a drop location for bagged asbestos-containing materials passed from the Wash Room. Construct a Holding Room of nominal 2" x wood framing or other suitable material, and polyethylene sheeting, at least 6 mil in thickness and located so that bagged materials cannot be passed from the Wash Room through the Holding Room to the Clean Room.

Separate this room from the adjacent rooms by flapped doors fabricated from 6-mil single ply polyethylene or other approved material.

Separate this room from the adjacent rooms by flap doors fabricated from 6 mil sheet plastic.

Airlock: Provide an airlock between the Holding Room and Clean Room. This is a transit area.

Separate this room from adjacent spaces by a sheet plastic flap doorway.

Separate this room from the rest of the building and adjacent spaces with airtight walls fabricated of 6 mil polyethylene.

Clean Room: provide Clean Room to isolate the Holding Room from the building exterior. If possible, locate to provide direct access to the Holding Room from the building exterior.

Erect Critical and Primary Barriers as described in Section 01526 "Temporary Enclosures" in an existing space. If no space exists construct Clean Room of 2X wood framing and polyethylene sheeting, at least 6 mil in thickness.

Separate this room from the exterior by a single flap door of 6 mil polyethylene sheeting.

Load-out Area: The load-out area is the transfer area from the building to a truck or dumpster. It may be the Clean Room of the Equipment Decontamination unit or a separate room or loading dock area. Erect Critical and Primary barriers as described in Section 01526 "Temporary Enclosures" in load-out area.

During transfer of material from load-out area erect primary barriers as described in Section 01526 "Temporary Enclosures" as necessary to seal path from load-out area to truck or dumpster.

Decontamination Sequence: Take all equipment or material from the Work Area through the Equipment Decontamination Unit according to the following procedure:

At washdown station, thoroughly wet clean contaminated equipment or sealed polyethylene bags and pass into Wash Room.

When passing equipment or containers into the Wash Room, close all doorways of the Equipment Decontamination Unit, other than the doorway between the Washdown Station and the Wash Room. Keep all outside personnel clear of the Equipment Decontamination Unit.

Once inside the washroom, wet clean the bags and/or equipment.

When cleaning is complete, pass items into the Holding Room. Close all doorways except the doorway between the Holding room and the Clean Room.

Workers from the building exterior enter the Holding Area and remove decontaminated equipment and/or containers for disposal.

Require these workers to wear full protective clothing and appropriate respiratory protection.

At no time is a worker from an uncontaminated area to enter the enclosure when a removal worker is inside.

CONSTRUCTION OF THE DECONTAMINATION UNITS:

Walls and Ceiling: Construct airtight walls and ceiling using polyethylene sheeting, at least 6 mil in thickness. Attach to an existing building components or a temporary framework.

Floors: Use 2 layers (minimum) of 6 mil polyethylene sheeting to cover floors in all areas of the Decontamination Units. Use only clear plastic to cover floors.

Flap Doors: Fabricated from three (3) overlapping sheets with openings a minimum of three feet (3') wide. Configure it so that sheeting overlaps adjacent surfaces. Weigh sheets at bottoms as required so that they quickly close after being released. Put arrows on sheets to indicate direction of overlap and/or travel. Provide a minimum of six feet (6') between the entrance and exit of any room. Provide a minimum of three feet (3') between doors to airlocks.

If the Decontamination area is located within an area containing friable asbestos on overhead ceilings, ducts, piping, etc., provide the area with a minimum 1/4 inch hardboard or 1/2 inch plywood "ceiling" with polyethylene sheeting, at least 6 mil in thickness covering the top of the "ceiling".

Visual Barrier: Where the Decontamination area is immediately adjacent to and within view of occupied areas, provide a visual barrier of opaque polyethylene sheeting at least 6 mil in thickness so that worker privacy is maintained and work procedures are not visible to building occupants. Where the area adjacent to the Decontamination area is accessible to the public, construct a solid barrier on the public side of the sheeting to protect the sheeting. Construct barrier with wood or metal studs covered with minimum 1/4 inch thick hardboard or 1/2 inch plywood. Where the solid barrier is provided, sheeting need not be opaque.

Alternate methods of providing Decontamination facilities may be submitted to the Owner's Representative for approval. Do not proceed with any such method(s) without written authorization of the Owner's Representative.

Electrical: Provide subpanel at Changing Room to accommodate all removal equipment. Power subpanel directly from a building electrical panel.

Connect all electrical branch circuits in Decontamination unit and particularly any pumps in shower room to a ground-fault circuit protection device.

CLEANING OF DECONTAMINATION UNITS:

Clean debris and residue from inside of Decontamination Units on a daily basis or as otherwise indicated on Contract Drawings. Damp wipe or hose down all surfaces after each shift change. Clean debris from shower pans on a daily basis.

SIGNS:

Post an approximately 20 inch by 14 inch manufactured caution sign at each entrance to the Work Area displaying the following legend with letter sizes and styles of a visibility required by 29 CFR 1926:

Provide signs in English.

LEGEND

DANGER
ASBESTOS
CANCER AND LUNG DISEASE HAZARD
RESPIRATORS AND PROTECTIVE CLOTHING ARE REQUIRED
IN THIS AREA

Provide spacing between respective lines at least equal to the height of the respective upper line.

Post an approximately 10 inch by 14 inch manufactured sign at each entrance to each Work Area displaying the following legend with letter sizes and styles of a visibility at least equal to the following:

Provide signs in English.

LEGEND**NOTATION**

NO FOOD, BEVERAGES OR TOBACCO PERMITTED
ALL PERSONS SHALL DON PROTECTIVE
CLOTHING (COVERINGS) BEFORE
ENTERING THE WORK AREA
ALL PERSONS SHALL SHOWER IMMEDIATELY
AFTER LEAVING WORK AREA AND BEFORE
ENTERING THE CHANGING AREA

3/4" Block

3/4" Block

3/4" Block

END OF SECTION - 01563

SECTION 01601 - MATERIALS AND EQUIPMENT - ASBESTOS ABATEMENT

RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions, Modification to General Conditions, Additional Articles (when applicable) and other Division-1 Specification Sections, apply to this Section.

SUMMARY

This Section specifies administrative and procedural requirements governing the Contractor's selection of products for use in the project.

The Contractor's Construction Schedule and the Schedule of Submittals are included under Section "Submittals."

Standards: Refer to Section "Definitions and Standards" for applicability of industry standards to products specified.

Administrative procedures for handling requests for substitutions made after award of the Contract are included under Section "Product Substitutions."

DEFINITIONS

Definitions used in this Article are not intended to change the meaning of other terms used in the Contract Documents, such as "specialties," "systems," "structure," "finishes," "accessories," and similar terms. Such terms are self-explanatory and have well recognized meanings in the construction industry.

"Products" are items purchased for use in performing the work or for incorporation in the Work, whether purchased for the Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

"Named Products" are items identified by manufacturer's product name, including make or model designation, indicated in the manufacturer's published product literature, which is current as of the date of the Contract Documents.

"Materials" are products that are substantially shaped, cut, worked on, mixed, finished, refined, or otherwise fabricated, processed, or installed to form a part of the Work.

"Equipment" are products that may be either operational or fixed.

Operational Equipment are products with operating parts, whether motorized or manually operated, that requires temporary or permanent service connections, such as wiring or piping.

Fixed Equipment are products necessary for accomplishing the work that are used as a temporary facility during the work and removed afterward.

SUBMITTALS

Required submittals: A general listing of products requiring submittals is included at the end of Section 01301 "Submittals." This listing may not be complete. Submittal requirements are found in each specification section. Prepare a schedule in tabular form showing each product listed. Include the manufacturer's name and proprietary product names for each item listed.

Product List Schedule: Prepare a schedule showing products specified in a tabular form acceptable to the Owner's Representative. Include generic names of products required. Include the manufacturer's name and proprietary product names for each item listed.

Coordinate the product list schedule with the Contractor's Construction Schedule and the Schedule of Submittals.

Form: Prepare the product listing schedule with information on each item tabulated under the following column headings:

- Related Specification Section number
- Generic name used in Contract Documents
- Proprietary name, model number and similar designations
- Manufacturer's name and address
- Supplier's name and address
- Installer's name and address
- Projected delivery date, or time span of delivery period

Owner's Representative's Action: The Owner's Representative will respond in writing to the Contractor within 7 days of receipt of the completed product list schedule. No response within this time period constitutes no objection to listed manufacturers or products but does not constitute a waiver of the requirement that products comply with Contract Documents. The Owner's Representative's response will include the following:

- A list of unacceptable product selections, containing a brief explanation for this action.

QUALITY ASSURANCE

Compatibility of Options: When the Contractor is given the option of selecting between two or more products for use on the project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.

PRODUCT DELIVERY, STORAGE, AND HANDLING

Deliver, store and handle products in accordance with the manufacturer's recommendations, using means and methods that will prevent damage, deterioration, and loss, including theft.

- Schedule delivery to minimize long-term storage at the site and overcrowding of construction spaces.

Deliver products to the site in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.

Inspect products upon delivery to ensure compliance with the Contract Documents, and to ensure that products are undamaged and properly protected.

Store products subject to damage by the elements above ground, under cover in a weathertight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within the range required by manufacturer's instructions.

PART 2 - PRODUCTS

PRODUCT SELECTION

General Product Requirements: Provide products that comply with the Contract Specification Documents, which are undamaged and, unless otherwise indicated, unused at the time of installation.

Provide products complete with all accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for the intended use and effect.

Standard Products: Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects.

Product Selection Procedures: Product selection is governed by the Contract Specification Documents and governing regulations, not by previous project experience. Procedures governing product selection include the following:

term "or equal," or "or approved equal" comply with the Contract Document provisions concerning "substitutions" to obtain approval for use of an unnamed product.

Non-Proprietary Specifications: When the Specifications list products or manufacturers that are available and may be incorporated in the Work, but do not restrict the Contractor to use of these products only, the Contractor may propose any available product that complies with Contract requirements. Comply with Contract Document provisions concerning "substitutions" to obtain approval for use of an unnamed product.

Performance Specification Requirements: Where Specifications require compliance with performance requirements, provide products that comply with these requirements, and are recommended by the manufacturer for the application indicated. General overall performance of a product is implied where the product is specified for a specific application.

Manufacturer's recommendations may be contained in published product literature, or by the manufacturer's certification of performance.

Compliance with Standards, Codes and Regulations: Where the Specifications only require compliance with an imposed code, standard or regulation, select a product that complies with the standards, codes or regulations specified.

Allowances: Refer to individual Specification Sections and "Allowance" provisions in Division-1 for allowances that control product selection, and for procedures required for processing such selections.

PART 3 - EXECUTION

INSTALLATION OF PRODUCTS

Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other work.

Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

END OF SECTION 01601

SECTION 01602 – MATERIALS & EQUIPMENT – LEAD-BASED PAINT

RELATED DOCUMENTS

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

SUMMARY

This section specified administrative and procedural requirements governing the Contractor's selection of products for use in the Project.

The Contractor's Construction Schedule and the Schedule of Submittals are included under the section "submittals."

Standards: Refer to Section "Definitions and Standards" for applicability of industry standards to products specified.

Administrative procedures for handling requests for substitutions made after award of the Contract are included under Section 01633, Substitutions – Lead-Based Paint.

DEFINITIONS

Definitions used in this Article are not intended to change the meaning of other terms used in the Contract Documents, such as "specialties," "systems," "structure," "finishes," "accessories," and similar terms. Such terms are self-explanatory and have well recognized meanings in the construction industry.

- A. **"Products"** are items purchased for incorporation in the Work, whether purchased for the Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
- B. **"Named Products"** are items identified by manufacture's product name, including make or model designation, indicated in the manufacture's published product literature, which is current as of the date of the Contract Documents.
- C. **"Foreign Products,"** as distinguished from "domestic products" are items substantially manufactured (50 percent or more of value) outside of the United States and its possessions; or produced or supplied by entities substantially owned (more than 50 percent) by persons who are not citizen of nor living within the United States and its possessions.
- D. **"Materials"** are products that are substantially shaped, cut, worked, mixed, finished, refined, or otherwise fabricated, processed, or installed to form a part of the Work.
- E. **"Equipment"** is a product with operational parts, whether motorized or manually operated, that requires service connections such as wiring or piping.

SUBMITTALS

- A. Product List Schedule:** Prepare a schedule showing products specified in a tabular form acceptable to the Owner's Representative. Include generic names of products required. Include the manufacturer's name and proprietary product names for each item listed.
- B.** Coordinate the product list schedule with the Contractor's Construction Schedule and the Schedule of Submittals.
- C. Form:** Prepare the product listing schedule with information on each item tabulated under the following column headings.
 - a. Related Specification Section Number**
 - b. Generic name used in Contract Documents**
 - c. Proprietary name, model number and similar designations**
 - d. Manufacturer's name and address**
 - e. Supplier's name and address**
 - f. Installer's name and address**
 - g. Projected delivery date, or time span of delivery period**
- D. Initial Submittal:** Before the start of work submit 2 copies of an initial product list schedule. Provide a written explanation for omissions of data, and for known variations from Contract requirements.
- E. Designers Action:** The Designer will respond in writing to the Contractor within 4 days of receipt of the completed product list schedule. No response within this time period constitutes no objection to listed manufacturers or products but does not constitute a waiver of the requirement that products comply with Contract Documents. The Owner's Representative response will include the following:
 - a.** A list of unacceptable product selections, containing a brief explanation of reasons for this action.

QUALITY ASSURANCE

- A. Source Limitations:** To the fullest extent possible, provide products of the same kind, from a single source.
- B. Compatibility of Options:** When the Contractor is given the options of selecting between two or more products for use on the Project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.
- C. Foreign Product Limitations:** Except under one or more of the following conditions, provide domestic products, not foreign products, for inclusion in the Work:
 - a.** No available domestic product complies with the Contract Document
 - b.** Domestic products that comply with the Contract Document are only available at prices or terms that are substantially higher than foreign products that also comply with the Contract Documents.

PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store and handle products in accordance with the manufacturer's recommendations, using means and methods that will prevent damage, deterioration, and loss, including theft.
- B. Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction places.
- C. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
- D. Deliver products to the site in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
- E. Inspect products upon delivery to ensure compliance with the Contract Documents, and to ensure that products are undamaged and properly protected.
- F. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.
- G. Store heavy materials away from the Project structure in a manner that will not endanger the supporting construction.
- H. Store products subject to damage by the elements above ground, under cover in a weather-tight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity levels within the range required by manufacturer's instructions.

PRODUCTS

PRODUCT SELECTION

- A. **General Product Requirements:** Provide products that comply with the Contract Documents, which are undamaged and, unless otherwise indicated, unused at the time of installation.
- B. Provide products complete with all accessories, trim, finish, safety guards and other devices and details needed for complete installation and for intended use of the product.
- C. **Standard Products:** Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects.
- D. **Product Selection Procedures:** Product selection is governed by the Contract Documents and governing regulations, not by previous Project experience. Procedures governing product selection include the following:
- E. **Proprietary Specification Requirements:** Where only a single product or manufacturer is named, provide the product indicated. No substitutions will be permitted.
- F. **Semi-proprietary Specification Requirements:** Where two or more products or manufacturers are named, provide one of the products indicated. No substitutions will be permitted.
- G. **Where products** or manufacturers are specified by name, accompanied by the term "or equal," or "approved equal" comply with the Contract Document

provisions concerning “substitutions” to obtain approval for use of an unnamed product

- H. Non-Proprietary Specifications:** When the Specification list products or manufacturers that are available and may be incorporated in the Work, but do not restrict the Contractor to use of these products only, the Contractor may propose any available product that complies with Contract requirements. Comply with Contract Document provisions concerning “substitutions” to obtain approval for use of an unnamed product.
- I. Descriptive Specification Requirements:** Where Specification describe a product or assembly, listing exact characteristics required, with or without use of a brand or trade name, provide a product or assembly that provides the characteristics and otherwise complies with Contract requirements.
- J. Performance Specification Requirements:** Where Specification require compliance with performance requirements, provide products that comply with these requirements, and are recommended by the manufacturer for the application indicated. General overall performance of a product is implied where the product is specified for a specific application.
- K. Manufacturer’s recommendations** may be contained in published product literature, or by the manufacturer’s certification of performance.
- L. Compliance with Standards, Codes and Regulations:** Where the Specification only require compliance with an imposed code, standard or regulation, select a product that complies with the standards, codes or regulations specified.

EXECUTION

INSTALLATION OF PRODUCTS:

- A.** Comply with manufacturer’s instructions and recommendations for installation of products in the application indicated. Anchor each product securely in place, accurately located and aligned with other Work.
- B.** Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

End of Section 01602

SECTION 01632 - PRODUCT SUBSTITUTIONS - ASBESTOS ABATEMENT

RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions, Modifications to General Conditions, Additional Articles (when applicable) and other Division-1 Specification Sections, apply to this Section.

SUMMARY

This Section specifies administrative and procedural requirements for handling requests for substitutions made after award of the Contract.

The Contractor's Construction Schedule and the Schedule of Submittals are included under Section "Submittals."

Standards: Refer to Section "Definitions and Standards" for applicability of industry standards to products specified.

Procedural requirements governing the Contractor's selection of products and product options are included under Section "Materials and Equipment."

DEFINITIONS

Definitions used in this Article are not intended to change or modify the meaning of other terms used in the Contract Documents.

Substitutions: Requests for changes in products, materials, equipment, and methods of construction required by Contract Specification Documents proposed by the Contractor after award of the Contract are considered requests for "substitutions." The following are not considered substitutions:

Substitutions requested by Bidders during the bidding period and accepted prior to award of Contract are considered as included in the Contract Specification Documents and are not subject to requirements specified in this Section for substitutions.

Revisions to Contract Specification Documents requested by the Owner or Owner's Representative.

The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

SUBMITTALS

Substitution Request Submittal: Requests for substitution will be considered if received within 7 days prior to beginning work affected by the substitution. Requests received less than 7 days before commencement of affected Work may be considered or rejected at the discretion of the Owner's Representative.

Submit 2 copies of each request for substitution for consideration. Submit requests in the form and in accordance with procedures required for Change Order proposals.

Identify the product, or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:

Product Data, including Drawings and descriptions of products, fabrication, installation procedures, and manufacturer's instructions for use

Samples, where applicable or requested

A detailed comparison of significant qualities of the proposed substitution with those of the work specified; significant qualities may include elements such as size, weight, durability, performance, and visual effect

Coordination information, including a list of changes or modifications needed for other parts of the work and for construction performed by the Owner and separate contractors that will become necessary to accommodate the proposed substitution

Cost information, including a proposal of the net change, if any in the Contract Sum.

Certification by the Contractor that the substitution proposed is in every significant respect equal to or better than that required by the Contract Specification Documents, and that it will perform adequately in the application indicated. Include the Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of the failure of the substitution to perform adequately.

Owner's Representative's Action: Within seven days of receipt of the request for substitution, the Owner's Representative will request additional information or documentation necessary for evaluation of the request. Within four days of receipt of the request, or one week of receipt of the additional information or documentation, whichever is later, the Owner's Representative will notify the Contractor of acceptance or rejection of the proposed substitution. If a decision on use of a proposed substitute cannot be made or obtained within the time allocated, use the product specified by name. Acceptance will be in the form of a Change Order.

PART 2 - PRODUCTS

SUBSTITUTIONS

Conditions: The Contractor's substitution request will be received and considered by the Owner's Representative when one or more of the following conditions are satisfied, as determined by the Owner's Representative; otherwise requests will be returned without action except to record noncompliance with these requirements.

Extensive revisions to Contract Documents are not required.

Proposed changes are in keeping with the general intent of Contract Specification Documents.

The request is timely, fully documented, and properly submitted.

The request is directly related to an "or equal" clause or similar language in the Contract Specification Documents.

The specified equipment, product or method of construction cannot be provided within the Contract Time. The request will not be considered if the equipment, product, or method cannot be provided as a result of failure to pursue the work promptly or coordinate activities properly.

The specified equipment, product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.

A substantial advantage is offered the Owner, in terms of safety, cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the Owner may be required to bear. Additional responsibilities for the Owner may include additional compensation to the Owner's Representative for redesign and evaluation services, increased cost of other construction by the Owner or separate Contractors, and similar considerations.

The specified equipment, product or method of construction cannot be provided in a manner that is compatible with other materials, and the Contractor certifies that the substitution will overcome the incompatibility.

The specified equipment, product or method of construction cannot be coordinated with other materials, and the Contractor certifies that the proposed substitution can be coordinated.

The specified equipment, product or method of construction cannot provide a warranty required by the Contract Documents and the Contractor certifies that the proposed substitution provides the required warranty.

The Contractor's submittal and Owner's Representative's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract Specification Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.

PART 3 – EXECUTION (Not Applicable).

END OF SECTION 01632

SECTION 01633 – SUBSTITUTIONS – LEAD-BASED PAINT

RELATED DOCUMENTS

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

SUMMARY

- i) This Section specifies administrative and procedural requirements for handling requests for alternative procedures or substitutions made after award of the Contract.
- ii) The Contractor's Construction Schedule and the Schedule of Submittals are included under Section "Submittals – Lead-Based Paint."
- iii) Standards: Refer to Section "Referenced Standards and Definitions – Lead-based Paint" for applicability of industry standards to products specified.
- iv) Procedural requirements governing the Contractor's selection of products and product options are included under Section "Materials and Equipment- Lead-Based Paint."

DEFINITIONS

- i) **Definitions** used in this Article are not intended to change or modify the meaning of other terms used in the Contract Documents.
- ii) **Substitutions:** Requests for changes in work procedures, products, materials, equipment, and methods of construction required by Contract Documents proposed by the Contractor after award of the Contract are considered requests for "substitutions." The following are **not** considered substitutions.
 - 1) Substitutions requested by Bidders during the bidding period, and accepted prior to award of Contract, are considered as included in the Contract Documents and are not subject to requirements specified in this Section for substitutions.
 - 2) Revisions to Contract Documents requested by the Owner or Designer.
 - 3) Specified options of products and construction methods included in Contract Documents.
 - 4) The Contractor's determination of and compliance with governing regulations and orders issued by governing agencies.

SUBMITTALS

- i) **Substitution Request Submittal:** Requests for substitution will be considered if received within 4 days prior to beginning work affected by the substitution. Requests received less than 4 days before commencement of affected work may be considered or rejected at the discretion of the Designer.
 - 1) Submit 2 copies of each request for substitution for consideration. Submit requests in the form and in accordance with procedures required for Change Order proposals.

- 2) Identify the work procedure, product or fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:
 - a) **Product Data**, including Drawings and descriptions of products, fabrication, and installation procedures.
 - b) **Samples**, where applicable or requested.
 - c) **A detailed** comparison of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements such as size, weight, durability, performance, and visual effect.
 - d) **Coordination** information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate Contractors that will become necessary to accommodate the proposed substitution.
 - e) **A statement** indicating the substitution's effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
 - f) **Cost** information, including a proposal of the net change, if any in the Contract Sum.
 - g) **Certification** by the Contractor that the substitution proposed is equal-to or better in every significant respect to that required by the Contract Documents, and that it will perform adequately in the application indicated. Include the Contractor's waiver of rights to additional payment or time, which may subsequently become necessary because of the failure of the substitution to perform adequately.
- ii) **Designer's Action:** Within 4 days of receipt of the request for substitution, the Designer will request additional information or documentation necessary for evaluation of the request. Within 4 days of receipt of the request for additional information or documentation, the Designer will notify the Contractor of acceptance or rejection of the proposed substitution. If a decision on use of a proposed substitute cannot be made or obtained within the time allotted, use the product specified by name. Acceptance will be in the form of a Change Order.

PRODUCTS

SUBSTITUTIONS

- i. **Conditions:** The Contractor's substitution request will be received and considered by the Designer when one or more of the following conditions are satisfied, as determined by the Designer; otherwise requests will be returned without action except to record noncompliance with these requirements.
 - 1) Extensive revisions to Contract Documents are not required.
 - 2) Proposed changes are in keeping with the general intent of Contract Documents
 - 3) The request is timely, fully documented and properly submitted.

- 4) The request is directly related to an “or equal” clause or similar language in the Contract Documents or produces the same results if a change in work procedure.
- 5) The specified product or method of construction cannot be provided within the Contact Time. The request will not be considered if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.
- 6) The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
- 7) A substantial advantage is offered the Owner, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the Owner may be required to bear. Additional responsibilities for the Owner may include additional compensation to the Designer for redesign and evaluation services, increased cost of other construction by the Owner or separate Contractors, and similar considerations.
- 8) The specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the Contractor certifies that the substitution will overcome the incompatibility.
- 9) The specified product or method of construction cannot be coordinated with other materials, and where the Contractor certified that the proposed substitution can be coordinated.
- 10) The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provide the required warranty.
- 11) Where a proposed substitution involves more than one prime Contractor, each Contractor shall cooperate with other Contractors involved to coordinate the Work, provide uniformly and consistency, and to assure compatibility of products.

EXECUTION (not applicable)

End Section 01633

SECTION 01701 - PROJECT CLOSEOUT - ASBESTOS ABATEMENT

RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions, Modifications to General Conditions, Additional Articles (when applicable) and other Division-1 Specification Sections, apply to this Section.

SUMMARY

This Section specifies administrative and procedural requirements for project closeout, including but not limited to:

- Inspection procedures
- Project record document submittal
- Submittal of warranties
- Final cleaning
- Final report

SUBSTANTIAL COMPLETION

Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.

In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the work claimed as substantially complete. Include supporting documents for completion as indicated in these Contract Specification Documents and a statement showing an accounting of changes to the Contract Sum.

If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the work is not complete.

Advise Owner of pending insurance change over requirements.

Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.

Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.

Inspection Procedures: On receipt of a request for inspection, the Owner's Representative will either proceed with inspection or advise the Contractor of

unfilled requirements. The Owner's Representative will prepare the Certificate of Substantial Completion following inspection or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.

The Owner's Representative will repeat inspection when requested and assured that the work has been substantially completed.

Results of the completed inspection will form the basis of requirements for final acceptance.

FINAL ACCEPTANCE

Preliminary Procedures: Before requesting final inspection for Certification of Final Acceptance and Final Payment, complete the following. List exceptions in the request.

Submit the Final Payment Request with releases and supporting documentation not previously submitted and accepted.

Include Certificates of Insurance for products and completed operations where required.

Submit an updated final statement, accounting for final additional changes to the Contract Sum.

Submit a certified copy of the Owner's Representative's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Owner's Representative.

Submit consent of surety to Final Payment.

Submit evidence of final, continuing insurance coverage complying with insurance requirements.

Reinspection Procedure: The Owner's Representative will reinspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Owner's Representative.

Upon completion of reinspection, the Owner's Representative will prepare a Certificate of Final Acceptance, or advise the Contractor of work that is incomplete or of obligations that have not been fulfilled but are required for Final Acceptance.

If necessary, reinspection will be repeated.

RECORD DOCUMENT SUBMITTALS

Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record keeping and submittals in connection with actual performance of the work. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records, and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to the Owner's Representative for the Owner's records.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

FINAL CLEANING

General: General cleaning during construction is required by the General Conditions and included in Section "Temporary Facilities".

Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.

Remove labels that are not permanent labels.

Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.

Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films, and similar foreign substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.

Clean the site of rubbish, litter, and foreign substances.

Removal of Protection: Remove temporary protection and facilities installed for protection of the work during construction.

Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful, or dangerous

materials into drainage systems. Remove waste materials from the site and dispose of them in a lawful manner.

Where extra materials of value remaining after completion of associated Work have become the Owner's property, arrange for disposition of these materials as directed.

END OF SECTION 01701

SECTION 01702 – PROJECT CLOSEOUT – LEAD-BASED PAINT

RELATED DOCUMENTS

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

SUMMARY

This Section specified administrative and procedural requirements for project closeout, including but not limited to:

- Inspection procedures
- Project record document submittal
- Submittal of Warranties
- Final cleaning
- Final Report

SUBSTANTIAL COMPLETION

- A. Preliminary Procedure:** Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
- a.** In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to Contract Sum.
 - 1.** If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
 - b.** Advise Owner of pending insurance change-over requirements.
 - c.** Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.
 - d.** Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.
 - e.** Submit record drawings, maintenance manuals, final project photographs, damage or settlement survey, property survey, and similar final record information.
 - f.** Deliver tools, spare parts, extra stock, and similar items.
 - g.** Make final change-over of permanent locks and transmit keys to the Owner. Advise the Owner's personnel of change-over in security provisions.
 - h.** Complete start-up testing of systems, and instruction on the Owner's operating and maintenance personnel. Discontinue or change over and

remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.

- i. Complete final cleanup requirements, including touch-up painting. Touch up and otherwise repair and restore marred exposed finishes.

B. Inspection Procedures: On receipt of a request for inspection, the Designer will either proceed with inspection or advise the Contractor of unfilled requirements. The Designer will prepare the Certificate of Substantial Completion following inspection or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.

- a. The Designer will repeat inspection when requested and assured that the Work has been substantially completed.
- b. Results of the completed inspection will form the basis of requirements for final acceptance.

FINAL ACCEPTANCE

A. Preliminary Procedure: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.

- a. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
- b. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
- c. Submit a certified copy of the Designer final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Designer.
- d. Submit final meter readings for utilities, a measured record of stored fuel, and similar data as of the date of Substantial Completion, or when the Owner took possession of and responsibility for corresponding element of the Work.
- e. Submit consent of surety to final payment.
- f. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

B. Re-inspection Procedure: The Designer will re-inspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Designer.

- a. Upon completion of re-inspection, the Designer will prepare a certificate of final acceptance, or advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
- b. If necessary, the re-inspection will be repeated.

RECORD DOCUMENT SUBMITTALS:

- A. General:** Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Designer's reference during normal working hours.
- B. Record Drawings:** Maintain a clean, undamaged set of blue or black line white prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used; record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
 - a.** Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work.
 - b.** Mark new information that is important to the Owner but was not shown on Contract Drawings or Shop Drawings.
 - c.** Note related Change Order numbers where applicable
 - d.** Organize record drawing sheets into manageable sets, bind them with durable paper cover sheets, and print suitable titles, dates, and other identification on the cover of each set.
- C. Record Specifications:** Maintain one complete copy of Project Manual, including addenda, and one copy of other written construction documents such as Change Orders and modifications issued in printed form during construction. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation. Note related record drawing information and Product Data.
 - a.** Upon completion of the Work, submit record Specifications to the Designer for the Owner's records.
- D. Record Product Data:** Maintain one copy of each Product Data submittal. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site, and from the manufacturer's installation instructions and recommendations. Give particular attention to concealed products and portions of the Work which cannot otherwise be readily discerned later by direct observation. Note related Change Orders and mark-up of record drawings and Specifications.
 - a.** Upon completion of mark-ups, submit complete set of record Product Data to the Designer for the Owner's records.
 - b.** Record Sample Submitted: Immediately prior to the date or dates of Substantial Completion, the Contractor will meet at the site with the Designer and the Owner's personnel to determine which of the submitted Samples that have been maintained during progress of the Work are to be transmitted to the Owner for record purposes. Comply with delivery to the Owner's Sample storage area.

- c. **Miscellaneous Record Submittals:** Refer to other Specification Sections for requirements of miscellaneous record-keeping and submittals in connection with actual performance of the Work. Immediately prior to the date or dates of Substantial Completion, compete miscellaneous records and place in good order, property identified and bound or filed, ready for continued use and reference. Submit to the Designer for the Owner's records.

PRODUCTS (not applicable)

EXECUTION

FINAL HOUSEKEEPING

- A. General:** General cleaning during construction is required by the General Conditions and included in Section "Temporary Facilities."
- B. Cleaning:** Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion:
 - 1. Remove labels that are not permanent labels.
 - 2. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.
 - 3. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films, and similar foreign substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.
 - 4. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
 - 5. Clean the site, including landscape development areas, of rubbish, litter, and other foreign substances. Sweep paved areas, broom clean; remove stains, spills, and other foreign deposits. Rake ground that are neither paved nor planted, to a smooth even-textured surface.
- C. REMOVAL OF PROTECTION:** Remove temporary protection and facilities installed for protection of the Work during construction.
- D. COMPLIANCE:** Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from the site and dispose of them in a lawful manner.

- E. Where extra materials of value remaining after completion of associated Work have become the Owner's property, arrange for disposition of these materials as directed.

End Section 01702

SECTION 01711 - PROJECT DECONTAMINATION

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions, Modifications to General Conditions, Additional Articles (when applicable) and other Division-1 Specification Sections, apply to work of this section.

DESCRIPTION OF REQUIREMENTS:

General: Decontamination of the Work Area following asbestos abatement.

If the asbestos abatement work is on damaged or friable materials the work is a four step procedure with two cleaning of the Primary Barrier plastic prior to its removal and two cleaning of the room surfaces to remove any new or existing contamination. Unless specifically indicated otherwise all materials are considered damaged or friable for the purposes of this section.

If the asbestos abatement work is on undamaged and non-friable materials the decontamination procedure is a two-step procedure with two cleaning of the Primary Barrier plastic to remove contamination, thus preventing contamination of the building when the Work Area isolation barriers are removed.

In both cases operation of the pressure differential system is used to remove airborne fibers generated by the abatement work.

RELATED WORK SPECIFIED ELSEWHERE:

Removal of Gross Debris is integral with the performance of abatement work and as such is specified in the appropriate work section(s) of these specifications:

Section 02081 Removal of Asbestos-Containing Materials

Section 09805 Encapsulation of Asbestos-Containing Materials

Work Area Clearance: Air testing and other requirements which must be met before release of Contractor and re-occupancy of the work area are specified in Section 01714 Work Area Clearance.

SUBMITTALS:

Submit test report from an independent testing laboratory on the compatibility of the lock back encapsulant used following the removal of asbestos-containing thermal system insulation, transite, and floor tile.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

GENERAL:

Work of This Section includes the decontamination of air in the Work Area which has been, or may have been, contaminated by the elevated airborne asbestos fiber levels generated during abatement activities, or which may previously have had elevated fiber levels due to friable asbestos-containing materials in the space.

Work of This Section includes the cleaning, decontamination, and removal of temporary facilities installed prior to abatement work, including:

Primary and Critical Barriers erected by work of Section 01526

Decontamination Unit erected by work of Section 01563

Pressure Differential System installed by work of Section 01513

Work of This Section includes the cleaning, and decontamination of all surfaces (ceiling, walls, floor) of the Work Area, and all furniture or equipment in the Work Area.

START OF WORK:

Previous Work: During completion of the asbestos abatement work specified in other sections, the Secondary Barrier of polyethylene sheeting will have been removed and disposed of along with any gross debris generated by the asbestos abatement work.

Start of Work: Work of this section begins with the cleaning of the Primary Barrier. At start of work the following will be in place:

Primary Barrier: Two layers of polyethylene sheeting on floor and one layer on walls.

Critical Barrier: An airtight barrier between the Work Area and other portions of the building or the outside.

Critical Barrier Sheeting: Over lighting fixtures and clocks, ventilation openings, doorways, convectors, speakers, and other openings.

Decontamination Units: For personnel and equipment in operating condition.

Pressure Differential System: In operation.

FIRST CLEANING:

First Cleaning: Carry out a first cleaning of all surfaces of the work area including items of remaining sheeting, tools, scaffolding and/or staging by use of damp-cleaning and mopping, and/or a High Efficiency Particulate Air (HEPA) filtered vacuum. (Note: A HEPA vacuum may fail if used with wet material.) Do not perform dry dusting or dry sweeping. 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 debris from removed materials or residue on plastic sheeting or other surfaces.

Remove All Filters in Air Handling System(s) and dispose of as asbestos-containing waste in accordance with requirements of Section 02084 Disposal of Asbestos-Containing Waste Material.

Wait 52 Air Changes to allow HEPA filtered fan units to clean air of airborne asbestos fibers. Use box fans as necessary to assure circulation of air in all parts of work areas during this period. Maintain Pressure Differential System in operation for the entire 52 air change period. Surface must be physically dry.

SECOND CLEANING:

Second Cleaning: Carry out a second cleaning of all surfaces in the work area in the same manner as the first cleaning.

Encapsulation of substrate: Perform encapsulation of substrate or installation of spray-applied finishes or fireproofing, where required, at this time. Maintain Pressure Differential System in operation during encapsulation work. Perform work only after meeting the following requirements:

The surfaces to be covered have met the requirements for a visual inspection in this section.

Airborne fiber counts in the Work Area are at or below 0.01 fibers per cubic centimeter as measured by phase contrast microscopy.

Removal of Primary Barriers:

Immediately following the second cleaning of the Primary plastic, remove all Primary Barrier sheeting and Material Decontamination Unit, if there is one, leaving only:

Critical Barrier: Which forms the sole barrier between the Work Area and other portions of the building or the outside.

Critical Barrier Sheeting: Over lighting fixtures and clocks, ventilation openings, doorways, convectors, speakers, and other openings.

Decontamination Unit: For personnel, in operating condition.

Pressure Differential System: Maintain in continuous operation.

THIRD CLEANING:

Third cleaning: Carry out a third cleaning of all surfaces in the work area in the same manner as the first cleaning immediately after removal of Primary plastic. This cleaning is now being applied to existing room surfaces. Take care to avoid water marks or other damage to surfaces.

Contractor's Testing: At the completion of the above cleaning visually inspect all surfaces. Reclean if any dust, debris, etc. is found. At completion of this inspection sweep the entire Work Area including walls, ceilings, ledges, floors, and other surfaces in the Work Area with exhaust from forced-air equipment (leaf blower with approximately 1 horsepower electric motor or equivalent). Do not direct forced-air equipment at any seal in any Critical Barrier. If any debris or dust is found repeat the cleaning. Continue this process until no debris dust or other material is found while sweeping of all surfaces with forced-air equipment.

Wait 52 Air Changes to allow HEPA filtered fan units to clean air of airborne asbestos fibers. Use oscillating fans as necessary to assure circulation of air in all parts of work areas during this period. Maintain pressure differential system in operation for the entire 52 air change period. Work area must be physically dry.

FINAL CLEANING:

Final Cleaning: Carry out a final cleaning of all surfaces in the Work Area in the same manner as the previous cleaning.

Contractor's Testing: At the completion of the above cleaning visually inspect all surfaces. Reclean if any dust, debris, etc. is found. At completion of this inspection sweep the entire Work Area including walls, ceilings, ledges, floors, and other surfaces

in the Work Area with exhaust from forced air equipment (leaf blower with approximately 1 horsepower electric motor or equivalent). Do not direct forced air equipment at any seal in any critical barrier. If any debris or dust is found repeat the final cleaning. Continue this process until no debris dust or other material is found while sweeping of all surfaces with forced air equipment.

Wait 52 Air Changes to allow HEPA filtered fan units to clean air of airborne asbestos fibers. Use stationary fans as necessary to assure circulation of air in all parts of Work Areas during this period. Maintain Pressure Differential System in operation for the entire 52 air change period. Work area must be physically dry.

VISUAL INSPECTION:

52 Air Changes After Final Cleaning Perform a Complete Visual Inspection of the entire Work Area including: all surfaces, ceiling, walls, floor, decontamination unit, all plastic sheeting, seals over ventilation openings, doorways, windows, and other openings; look for debris from any sources, residue on surfaces, dust, or other matter. During visual inspection sweep entire work area including walls, ceilings, ledges, floors, and other surfaces in the room with exhaust from forced air equipment (leaf blower with approximately 1 horsepower electric motor or equivalent). If any debris, residue, dust, or other matter is found repeat final cleaning and continue decontamination procedure from that point. When the area is visually clean, and if after sweeping all surfaces with leaf blower, no debris, residue, dust, or other material is found, complete the certification at the end of this section. Visual inspection is not complete until confirmed in writing, on the certification, by Project Administrator.

Temporary lighting: Provide a minimum of 100 foot candles of lighting on all surfaces in the areas to be subjected to visual inspection. Provide hand held lights providing 150 foot candles at 4 feet capable of reaching all locations in work area.

Lifts: Provide ladders, scaffolding, and lifts as required to provide access to all surfaces in the area to be subjected to visual inspection. Access is to allow touching of all surfaces.

FINAL AIR SAMPLING PCM:

Work Area Size Limitation: PCM without TEM sampling will be used to clear Work Areas where the asbestos-containing materials involved in the work are below the following size limitations:

Less than or equal to 160 square feet, or 260 linear feet.

Phase Contrast Microscopy (PCM): After the work area is found to be visually clean, air samples will be taken and analyzed in accordance with the procedure for Phase Contrast Microscopy set forth in Section 01714 Work Area Clearance:

If Release Criteria are not met, repeat Final Cleaning, and continue Decontamination Procedure from that point.

If Release Criteria are met, proceed to work of this Section on Removal of Work Area Isolation.

Encapsulation of substrate: Perform encapsulation of substrate where required before Removal of Work Area Isolation as specified below. Maintain Pressure Differential System in operation during encapsulation work.

REMOVAL OF WORK AREA ISOLATION:

After all requirements of this section and Section 01714 Work Area Clearance have been met:

Shut down and remove the Pressure Differential System. Seal HEPA filtered fan units, HEPA vacuums and similar equipment with 6 mil polyethylene sheet and duct tape to form a tight seal at intake end before being moved from Work Area.

Remove Personnel Decontamination Unit.

Remove the Critical Barriers separating the Work Area from the rest of the building. Remove any small quantities of residual material found upon removal of the plastic sheeting with wet wiping, HEPA filtered vacuum cleaners and local area protection. If significant quantities, as determined by the Owner's Representative, are found then the entire area affected shall be decontaminated as specified in Section 01712 Cleaning & Decontamination Procedures.

Remove all equipment, materials, debris from the work site.

Dispose of all asbestos-containing waste material as specified in Section 02084 Disposal of Asbestos Containing Waste Material.

SUBSTANTIAL COMPLETION OF ABATEMENT WORK:

Asbestos Abatement Work is Substantially Complete upon meeting the requirements of this section and Section 01714 Work Area Clearance, including submission of:

Certificate of Visual Inspection

Receipts Documenting proper disposal as required by Section 02084 Disposal of Asbestos-Containing Waste Material.

Punch list detailing repairs to be made and incomplete items.

CERTIFICATE OF VISUAL INSPECTION:

Following this section is a "Certificate of Visual Inspection". This certification is to be completed by the Contractor and certified by the Project Administrator. Submit completed Certificate with Application for Final Payment. Final payment will not be made until this Certification is executed.

END OF SECTION - 01711

CERTIFICATION OF VISUAL INSPECTION

In accordance with Section 01711 "Project Decontamination" the Contractor hereby certifies that he has visually inspected the Work Area (all surfaces including pipes, beams, ledges, walls, ceiling and floor, Decontamination Unit, sheet plastic, etc.) and has found no dust, debris, or residue.

by: (Signature)_____ Date_____

(Print Name)_____

(Print Title)_____

PROJECT ADMINISTRATOR CERTIFICATION

The Project Administrator hereby certifies that he has accompanied the contractor on his visual inspection and verifies that this inspection has been thorough and to the best of his knowledge and belief, the Contractor's Certification above is a true and honest one.

by: (Signature)_____ Date_____

(Print Name)_____

(Print Title)_____

SECTION 01712 - CLEANING AND DECONTAMINATION PROCEDURES

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions, Modifications to General Conditions, Additional Articles (when applicable) and other Division-1 Specification Sections, apply to work of this section.

DESCRIPTION OF THE WORK:

RELATED WORK SPECIFIED ELSEWHERE:

Work Area Clearance: Specified in Section 01714 Work Area Clearance

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

GENERAL:

Complete the following before start of work of this section:

- 01527 Regulated Areas
- 01562 Respiratory Protection
- 01561 Worker Protection - Repair and Maintenance

WET CLEANING:

Accomplish wet cleaning during decontamination with paper towels or disposable rags:

Immerse paper towel or rag in container of water with surfactant, or diluted removal encapsulant.

Wring out,

Fold into quarters,

Wipe surface once and refold to a fresh face of cloth. Proceed in this manner until all available faces of paper towel or rag have been used.

Dispose of paper towel or rag,

Do not place rag back in container to rinse out or for any other purpose. If a used towel or rag comes in contact with water, empty container, and refill.

Material adhered to a surface with removal encapsulant may require the application of additional removal encapsulant to facilitate cleaning.

REMOVAL OF ASBESTOS-CONTAINING DEBRIS

Work of this Section is limited to the cleanup of a small quantity of amassed debris which has fallen from an architectural finish, fire-proofing, or thermal insulation on pipes boilers and other thermal equipment or dislodged or broken category-one material.

Remove asbestos-containing debris and decontaminate the area involved using the following sequence:

Shut down all ventilation into the room.

Seal entry to work area with 6 mil polyethylene. Slit polyethylene for entry. Install a flap to cover the slit automatically; tape slit closed after entry.

Start HEPA vacuum before entering the area.

Use the HEPA vacuum to clean a path at least 6 feet wide from the entry point of the work area to the site of the fallen material.

Remove all small debris with the HEPA vacuum.

HEPA vacuum surfaces of all pieces too large to be removed by the suction of the HEPA vacuum.

Pick up such pieces and place them in the bottom of a 6 mil polyethylene disposal bag conforming to the requirements of Section 02084 Disposal of Asbestos-Containing Waste Material. Place pieces in the bag without dropping and avoiding unnecessary disturbance and release of material.

Remove all remaining visible debris with HEPA vacuum.

HEPA vacuum an area 3 feet beyond the location in which any visible debris was found in two directions each at right angles to the other.

Place a 6 mil polyethylene drop cloth in accordance with Section 01527, Local Area Protection, immediately on top of the HEPA vacuumed area before performing any repair work on site from which fall-out occurred.

HEPA vacuum the site from which material fell removing all loose material which can be removed by the vacuums suction.

Repair or remove remaining material.

HEPA vacuum ladder and/or any tools used and pass out of the work area.

HEPA vacuum all surfaces in the room starting at the top of wall and working downward to the floor. Then start at corner of floor farthest from Work Area entrance and work towards entrance.

HEPA vacuum the floor using a floor attachment with rubber floor seals and adjustable floor to attachment height. Adjust the height so that the rubber seals just touch the floor if carpeted and are within 1/16" of hard surface floors. Vacuum the floor in parallel passes with each pass overlapping the previous by one-half the width of the floor attachment. At the completion of one cleaning vacuum the floor a second time at right angles to the first.

Secure area from occupancy until air monitoring results per Section 01714 Project Decontamination indicate that area is safe for re-occupancy.

CLEANING AND DECONTAMINATING OBJECTS

Perform all work of decontaminating objects wherever possible on a plastic drop sheet installed in conformance with Section 01527.

HEPA vacuum all surfaces of object and immediate area before moving the object.

Pick-up object, if possible, and HEPA vacuum all surfaces.

Hand to off-sheet worker who will wet-clean object, if possible, and place in storage location.

Decontaminate area where object was located by HEPA vacuuming twice, in two perpendicular directions. Wet clean if necessary to remove any debris.

Return object to its original location.

END OF SECTION - 01712

SECTION 01713 - PROJECT DECONTAMINATION - MICROFIBERS

Wait 24 hours to allow HEPA filtered fan units to clean air of airborne asbestos fibers. Use 24" diameter oscillating fans as necessary to assure circulation of air in all parts of work areas during this period. Maintain differential pressure system in operation for the entire 24 hour period.

Final Cleaning: Carry out a final cleaning of all surfaces in the Work Area in the same manner as the first cleaning.

END OF SECTION - 01713

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SECTION 01714 - WORK AREA CLEARANCE - Asbestos

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions, Modifications to General Conditions, Additional Articles (when applicable) and other Division - 1 Specification Sections, apply to work of this section.

Visual Inspection: required as a prerequisite of air testing, is set forth in Section 01711 Project Decontamination.

Air Monitoring: performed by the contractor during abatement work, is described in Section 01410 Test Laboratory Services.

SUMMARY

Not in Contract Sum: This section describes work being performed by the Owner. This work is not in the Contract Sum.

This Section sets forth required post-abatement airborne asbestos concentrations in the Work Area and describes testing procedures the contractor will use to measure these levels.

CONTRACTOR RELEASE CRITERIA:

The Asbestos Abatement Work Area is Cleared when the Work Area is visually clean and airborne asbestos structure concentrations have been reduced to the level specified below.

VISUAL INSPECTION:

Work of this Section will not begin until the visual inspection described in Section 01711 Project Decontamination is complete and has been certified by the Project Administrator.

AIR MONITORING:

To determine if the elevated airborne asbestos structure concentration encountered during abatement operations has been reduced to the specified level, the Owner will secure samples and analyze them according to the following procedures.

AGGRESSIVE SAMPLING:

All Air Samples will be taken using aggressive sampling techniques as follows:

Before sampling pumps are started the exhaust from forced-air equipment (leaf blower with an approximately 1 horsepower electric motor) will be swept against all walls, ceilings, floors, ledges, and other surfaces in the room. This procedure will be continued for 5 minutes per 10,000 cubic feet of room volume.

One 20 inch diameter fan per 10,000 cubic feet of room volume will be mounted in a central location at approximately 2 meters above floor, directed toward ceiling and operated at low speed for the entire period of sample collection.

Air samples will be collected in areas subject to normal air circulation away from room corners, obstructed locations, and sites near windows, doors or vents.

After air sampling pumps have been shut off, fans will be shut off.

SCHEDULE OF AIR SAMPLES:

General: The number and volume of air samples taken and analytical methods used by the Owner will be in accordance with the following schedule. Sample volumes given may vary depending upon the analytical instruments used.

PHASE CONTRAST MICROSCOPY:

In each homogeneous Work Area after completion of all cleaning work, a minimum of 7 samples will be taken and analyzed as follows:

Samples will be collected on 25 mm. cassettes with the following filter media:

PCM: 0.8 mixed cellulose ester in a cassette with a conductive extension cowl.

Location Sampled	Number of Samples	Analysis Method	Detection Limit Fibers/cc. (Liters)	Minimum Volume	Rate LPM
Each Work Area or	5	PCM	0.01	1,200	1-10

Each Room of Work Area	1 (5 min.)	PCM	0.01	1,200	1-10
Work Area Blank	1	PCM	0.01	0	open for 30 seconds
Laboratory Blank	1	PCM	0.01	0	Do Not open

Analysis: Fibers on each filter will be measured using the NIOSH Method 7400 entitled "Fibers" published in the NIOSH Manual of Analytical Methods, 3rd Edition, Second Supplement, August 1987.

Fibers: referred to in this section include fibers regardless of composition as counted by the phase contrast microscopy method used.

Split Sample: One Work Area sample will be split and both halves analyzed separately for duplicate analysis.

Release Criteria: Decontamination of the work site is complete when every Work Area sample is at or below the Detection Limit above. If any sample is above the Detection Limit, then the decontamination is incomplete and recleaning per section 01711 Project Decontamination is required.

LABORATORY TESTING:

PHASE CONTRAST MICROSCOPY:

The Owner will employ the services of a testing laboratory to perform laboratory analysis of the air samples. A technician will be at the job site, and samples will be sent daily by overnight delivery, so that verbal reports on air samples can be obtained within 24 hours. A complete record, certified by the testing laboratory, of all air monitoring tests and results will be furnished to the Owner's Representative, the Owner, and the Contractor.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION – 01714

SECTION 0175 – PROJECT DECONTAMINATION - LEAD-BASED PAINT

RELATED DOCUMENTS

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

DESCRIPTION OF REQUIREMENTS

General: Decontamination of the Work Area following Lead-Based Paint Hazard Reduction.

RELATED WORK SPECIFIED ELSEWHERE:

- A. Removal of Gross Debris** is integral with the performance of Lead Hazard reduction work and as such is specified in the appropriate work section(s) of these specifications.
 - 1. Section 06403** Repair of Lead-Based Painted Substrates
 - 2. Section 09952** Mechanical Removal of Lead-Based Paint
 - 3. Section 09953** Surface Preparation – Paint Stabilization – Lead-Based Paint
- B. Work Area Clearance:** Wipe sample testing and other requirements which must be met before release of Contractor and re-occupancy of the work area specified in Section 01421 Project Clearance.

PRODUCTS

- A. Disposal Bags/Plastic Sheeting:** Provide 6 mil polyethylene disposal bags sealed with duct tape.
- B. Wet Detergent Wash:** Provide detergent or cleaning agent formulated to be effective in removing lead dust. Follow dilution ratio recommended by the manufacturer's instruction.

EXECUTION

- A. Work of this Section:** includes the decontamination of surfaces in the Work Area which has been, or may have been, contaminated by lead dust generated during Hazard Reduction activities, or which may previously have been elevated.
- B. Work of this Section:** includes the cleaning, decontamination, and removal of temporary facilities installed prior to Hazard Reduction work including:
 - 1.** Floor Sanding and Critical barriers erected by work of Section 01506.
- C. Work of this Section:** includes the cleaning, and decontamination of all surfaces (ceilings, walls, floors) of the Work Area, and all cabinetry or equipment in the Work Area.

START OF WORK

- A. Previous Work:** During completion of the Lead Hazard reduction work specified in other sections, the layer of polyethylene sheeting will have been removed and disposed of along with any gross debris generated by the lead work.
- B. Start of Work:** Work of this section begins with the cleaning of the building surfaces. At start of work the following will be in place:
 - 1. Floor Sheeting and Critical Barrier:** A barrier between the work area and other portions of the building or the outside.
 - 2. Critical Barrier Sheeting:** Over lighting fixtures, ventilation, openings, doorways, convectors, and other openings.
 - 3. Flapped Doorway Sheeting:** Between the work area and the changing room.

PRELIMINARY FIRST CLEANING

- A. Preliminary Cleaning:** Clean tools, scaffolding, ladders, and equipment by HEPA vacuuming. Follow HEPA vacuuming with wet cleaning of all tools and equipment.
- B. Immediately following** preliminary cleaning, mist and remove poly sheeting. Remove the highest sheeting first and work down to the floor. Fold sheeting inward to trap any lead dust or residue. Place sheeting in 6 mil disposal bags and dispose of them in accordance with Section 0267.

FINAL CLEANING

- A. HEPA Vacuum** all surfaces in work area. Start at the point farthest from the main entrance and finish vacuuming back at that point. Begin at the top of each room and work down. Sequence to avoid passing through rooms already cleaned.
- B. Mist** critical barriers sheeting and remove.
- C. HEPA Vacuum** area previously covered by critical barrier sheeting.
- D. Perform** wet detergent wash of all surfaces. Begin at the point farthest from the main entrance, work from top to bottom. Take care not to damage existing finishes and surfaces. Change cleaning mixture in accordance with manufacturer's recommendations or minimum after each room. Filter all waste water or dispose of in accordance with section 02067.
- E. Wiping Work Area:**
 - 1.** The work area should be cleaned using a three container method. Fill two buckets with clean water and place them in the work area with the container of cleaning solution. **Option:** use disposable rags – use only once and throw away making sure surfaces are smooth and cleanable.

2. Pour cleaning solution onto a clean cloth. Wring excess solution into one of the buckets without placing the cloth into the bucket. Wipe the work surface with the cloth. Add more cleaning solution to the cloth and continue wiping until the entire surface area has been covered. Discard all cloths used in this procedure in the disposable bag. **Option:** use disposable rags – use once and throw them away.
3. Dip and wring out a clean cloth in the first rinse bucket. Wipe off the work area. Rinse the cloth in the first bucket again and wring it out thoroughly. Rinse the cloth in the second bucket and wring out thoroughly again. **Option:** use disposable rags – use once and throw away making sure surfaces are smooth and cleanable
4. Continue to clean the work surface with the cloth and rinse using this procedure until the entire work surface has been cleaned. Wipe off all tools to remove any dust.
5. **NOTE:** The rinse water in the bucket should be changed periodically. The frequency will vary depending on the level of contamination. **Option:** use disposable rags – use once and throw them away.

F. MOPPING WORK AREA

1. Collect any visible debris using wet cloths before mopping the area. Pour the cleaning solution into the mop bucket. Fill two rinse buckets with clean water. Place the mop into the cleaning solution. Wring excess solution into the mop bucket. Mop small sections of the work area. Place the mop into the cleaning solution and wring thoroughly between sections. After the entire surface has been mopped thoroughly, rinse the mop head. Rinse the surface completely by placing the mop in the first bucket, wringing it out thoroughly, placing it in the second bucket, wringing thoroughly and then mopping the surface. Continue this cycle until all areas have been rinsed. **Option:** use disposable clothes – use once and throw away making sure surfaces are smooth and cleanable.
 2. **NOTE:** The water in the two containers should be changed periodically. The frequency will depend on the level of contamination. **Option:** use disposable cloth – use once and throw away making sure surfaces are smooth and cleanable.
- G.** Perform clear water wash of all surfaces in same manner as wet detergent wash.
- H.** After all surfaces in the work area are allowed to dry, complete final HEPA vacuuming of all surfaces in the same manner as first HEPA vacuuming.
- I.** After final cleaning, perform a complete visual inspection of the entire work area including: all surfaces, ceilings, walls, floor, doorways, windows, surfaces previously covered with critical barrier sheeting, and other openings; look for debris from any source, residue on surfaces, dust, or other matter. If any debris, residue, dust, or other matter is found, repeat final cleaning, and continue

decontamination procedures from that point. When an area is visually clean, complete the certification at the end of this section. Visual inspection is not complete until confirmed in writing on the certification by the Project Monitor.

J. Painting of substrates: Perform painting/sealing of substrates at this time.

K. Perform final Clearance sampling in accordance with section Final Clearance Sampling.

FINAL CLEARANCE SAMPLING:

A. Wipe Sampling by Atomic Absorption Spectroscopy (AAS) or Inductively Coupled Plasma Emission Spectroscopy (ICP): After the work area is found to be visually clean, wipe samples will be obtained and analyzed in accordance the procedure set forth in Section 01421 Project Clearance.

1. If Release Criteria are not met, repeat HEPA vacuuming, wet wash, HEPA vacuuming until satisfactory clearance results are obtained.
2. If Release Criteria are met, remove work area isolation. Remove all equipment and materials from the site.

SUBSTANTIAL COMPLETION OF HAZARD REDUCTION

A. Hazard Reduction Work is Substantially Completed upon meeting the requirements of this section and Section 01421 Project Clearance, including submission of:

1. Certificate of Visual Inspection
2. Receipts Documenting proper disposal as required by Section 0267 Disposal of Waste Material
3. Punch list detailing repairs to be made and incomplete items.

CERTIFICATE OF VISUAL INSPECTION:

A. Following this section is a "Certificate of Visual Inspection." This certification is to be completed by the Contractor and certified by the Project Monitor. Submit completed certificate with application for final payment. Final payment will not be made until this certification is executed.

End of Section 01715

CERTIFICATION OF VISUAL INSPECTION

In accordance with Section 01715 "Project Decontamination" the contractor hereby certifies that he has visually inspected the work area (all surfaces including pipes, counters, ledges, walls, ceiling, floors, behind critical barriers, sheet plastic, etc.) and has found no dust, debris, or residue.

By: (Signature: _____ Date: _____)

Print Name: _____

Print Title: _____

PROJECT MONITOR CERTIFICATION

The Project Monitor hereby certifies that he has accompanied the contractor on his visual inspection and verifies that this inspection has been thorough and to the best of his knowledge and belief, the contractor's certification above is a true and honest one.

By: (Signature: _____ Date: _____)

Print Name: _____

Print Title: _____

Work Area:

Location:

Room:

Hazard Reduction Performed:

SECTION 02067– DISPOSAL OF WASTE MATERIALS – LEAD-BASED PAINT

RELATED DOCUMENTS

Drawing and general provisions of the Contract, including General and Supplementary Conditions and Division-1 Specification sections apply to work of this section.

Section 01094 Codes and Regulations – Lead-Based Paint describes applicable federal, state, and local regulations.

DESCRIPTION OF THE WORK:

- A.** This section describes the disposal of lead-containing or lead contaminated waste materials. Disposal includes packaging of waste materials. Disposal is accomplished by land filling.

SUBMITTALS

- A.** Before Start of Work: Submit the following to the Designer for review. Do not start work until these submittals are returned with Designer action stamp indicating that the submittal is returned for unrestricted use.
 - a.** Contractor must ascertain that the facility owner is registered with the U.S. EPA as a generator of hazardous waste. If there is no generator established, the Contractor shall assist the owner in obtaining generator identification numbers.
 - b.** Copy of state or local license of waste hauler
 - c.** U.S. EPA identification number of waste hauler
 - d.** Name and address of waste disposal facility where hazardous waste materials are to be disposed. Include contact person and telephone number. Copy of state license and permit. Provide disposal facility permits.
 - e.** Copy of EPA's "uniform hazardous waste manifest" form.
 - f.** Copy of EPA "notification of hazardous waste activity" form
 - g.** Copy of forms required by state and local agencies
 - h.** Sample disposal bag and labels to be used.
- B.** Submit copies of all manifests and disposal site receipts to the Owner's Project Monitor.

PROCUTS

Disposal: Provide 6 mil thick leak-tight polyethylene bags or wrap components in 6 mil polyethylene sheeting and seal with duct tape.

- A.** For wrapped materials provide stick-on labels

EXECUTION

- A. Contact DOT, EPA, state, or local authorities to determine lead-based paint disposal requirements
- B. Testing of waste shall be performed by a laboratory accredited within the State of Minnesota for Evaluation of Heavy Metals
- C. Testing of waste will be performed by a qualified laboratory retained by the Owner. Results will be supplied to the Contractor. The Contractor shall pay for any additional samples obtained at the site for his use.
- D. Testing of waste by use of Toxicity Characteristic Leaching Procedure (TCLP) test was completed by the Owner prior to this project. Results will be supplied to the Contractor and can be used in conjunction with samples obtained and analyzed by the Contractor. The Contractor shall pay for any additional TCLP samples obtained at the site for his use.
- E. Waste tested which results in a lead content in the leachable of greater than or equal to five parts per million is to be considered hazardous, handled, and disposed of according to local, city, state, and federal regulations.
- F. Place all waste generated during the project in 6 mil disposal bags or wrap in 6 mil polyethylene sheeting, store in the designated storage area, enclosed dumpsters, or trucks. Separate waste materials into the following categories and label all disposal bags and wrapped packages.
 - a. **Non-Hazardous Solid Waste:**
 - i. Baseboards, floors, walls, window stools, in-place equipment, building support systems, etc.
 - ii. Plastic sheeting and duct tape used during abatement
 - iii. Plaster, brick, concrete
 - b. **Hazardous Solid Waste:**
 - i. Thresholds
 - ii. Paint chips
 - iii. Rags, sponges, mops, HEPA Vac Filters and contents, respirator cartridges and other materials used during abatement
 - c. **Hazardous Liquid Waste (as determined by testing):**
 - i. Caustic pastes
 - ii. Neutralizers
 - iii. Paints, solvents
- G. Properly store and secure waste at all times. Do not leave debris in the yard or in uncovered or unlocked trucks or dumpsters. Do not incinerate debris or use an unauthorized dumpster. Do not introduce lead contaminated water into storm or sanitary sewers. Do not permit recycling of building components coated with lead-based paint.

DISPOSAL OF NON-HAZARDOUS SOLID WASTE (as determined by testing)

- A.** Materials are to remain in 6 mil disposal bags or wrapped in polyethylene sheeting. Label all packages. Substrates removed with paint in good condition which is adhered to the substrate may be placed directly in dumpsters when covered.
- B.** Transport waste in covered or enclosed trucks or dumpsters.

DISPOSAL OF NON-HAZARDOUS LIQUID WASTE (as determined by testing)

- A.** Disposal of liquid waste by pouring into sanitary sewage system if permission is received from publicly owned treatment works facility (POTW). Do not dispose of liquid waste by pouring onto ground or into storm drain. If the liquid waste contains phosphates or other chemicals advise treatment facility of quantity of liquid and that it likely will contain phosphates.

DISPOSAL OF HAZARDOUS LIQUID OR SOLID WASTES (as determined by testing)

- A.** Comply with RCRA, DOT, State, and local regulations
- B.** Apply for an EPA identification number from the appropriate regional office if more than 100 kg of hazardous waste is generated from the lead hazard reduction process during any calendar month.
- C.** Comply with DOT and State regulations for containers. The most stringent regulation shall apply.
- D.** All waste is to be hauled by a licensed waste hauler with all required licenses from all state and local authorities with jurisdiction.
- E.** Load all waste material into properly labeled disposal bags, polyethylene sheeting or leak-tight drums. All materials are to be contained in one of the following:
 - a.** One 6 mil layer of sheet polyethylene, duct tape all seams or one mil disposal bag or
 - b.** Two 4 mil disposal bags or
 - c.** Sealed drum with no bag
- F.** Protect interior of truck or dumpster with two layers of 6 mil polyethylene sheeting with all seams sealed with duct tape.
- G.** Carefully load containerized waste in fully enclosed dumpsters, trucks, or other appropriate vehicles for transport. Exercise care before and during transport, to ensure that no unauthorized persons have access to the material.
- H.** Do not store containerized materials outside of the Work Area. Take containers from the Work Area directly to the designated storage area, sealed truck, or dumpster.

- I. At disposal site unload containerized waste:
 - a. At the disposal site, sealed plastic bags may be carefully unloaded from the truck. If bags are broken or damaged, return to the work site for re-bagging. Clean entire truck and contents using procedures set forth in section 01715 Project Decontamination.
- J. Retain all documents from the disposal site.
- K. At completion of hauling and disposal of each load submit a copy of Uniform Hazardous Waste Manifest to the Owner's Project Monitor.

BACKCHARGES

- A. Where the Contractor fails to fulfill packaging, handling or disposal requirements as outlined herein, the Owner will charge back to Contractor all costs associated with insuring that hazardous wastes are packaged and segregated in accordance with EPA and DOT regulations.
- B. Contractor agrees to either reimburse the Owner or reduce the Contract amount by Change Order to cover all costs associated with waste repackaging, waste re-segregation or pollution remediation efforts.

SECTION 02068 – CLEANING AND DECONTAMINATION – LEAD-BASED PAINT

RELATED DOCUMENTS

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

SUMMARY OF WORK: Work of this section includes cleaning and decontamination of the following:

- A.** Includes all surfaces within the complex, which includes, but is not limited to floors, walls, support beams, window stools, equipment, materials left in complex, mechanical systems, etc.

RELATED WORK ELSEWHERE

- A. Work Area Clearance:** Wipe sample testing and other requirements which must be met before release of Contractor and re-occupancy of the work area are specified in Section 01421 Project Clearance.

PRODUCTS

- A. Disposal Bags/Plastic Sheeting:** Provide 6 mil polyethylene disposal bags sealed with duct tape.
- B. Wet Detergent Wash:** Provide detergent or cleaning agent formulated to be effective in removing lead dust. Follow dilution ratio recommended by the manufacturer's instruction.

EXECUTION

- A. General Work of this Section:** includes the decontamination of surfaces which have been contaminated with lead dust.

START OF WORK:

- A. Start of Work:** Work of this section begins with the setup of the work area in accordance with section 01506 work area containment. Complete the following before the start of work of this section.
 - a. Critical Barrier:** Install critical barrier between the work area and other portions of the building outside. Pre-clean surfaces to be covered by critical barriers.
 - b. Critical Barrier Sheeting:** Cover lighting fixtures, ventilation, openings, doorways, convectors, and other openings

- c. **Flapped Doorway Sheeting:** Install between the work area and the changing room.

CLEANING PROCEDURES; ROOM AND HARD SURFACES:

- A. **HEPA Vacuum:** All surfaces in work area. Start at the point farthest from the main entrance and finish vacuuming back at that point. Begin at the top of each room and work down. Sequence to avoid passing through a room already cleaned.
- B. **Perform wet detergent** wash of all surfaces. Begin at the point farthest from the main entrance, work from top to bottom. Take care not to damage existing finishes and surfaces. Change cleaning mixture in accordance with manufacturer's recommendations or minimum after each room. Filter all waste water or dispose of in accordance with section 0267.
- C. **Wiping Work Area:**
 - a. The work areas should be cleaned using a three container method. Fill two buckets with clean water and place them in the work area with the container of cleaning solution. **Option:** use disposable rags or cloth – use only once and throw away.
 - b. Pour cleaning solution onto a clean cloth. Wring excess solution into one of the buckets without placing the cloth into the bucket. Wipe the work surface with the cloth. Add more cleaning solution to the cloth and continue wiping until the entire surface area has been covered. Discard all cloths used in this procedure in the disposal bag. **Option:** use disposable rags or cloth – use only once and throw away.
 - c. Dip and wring out a clean cloth in the first rinse bucket. Wipe off the work area. Rinse the cloth in the first bucket again and wring out thoroughly. Rinse the cloth in the second bucket and wring out thoroughly again. **Option:** use disposable rag or cloth – use only once and throw away.
 - d. Continue to clean the work surface with the cloth and rinse using this procedure until the entire work surface has been cleaned. Wipe off all tools to remove any dust. **Option:** use disposable rags or cloth – use only once and throw away.
 - e. **NOTE:** The rinse water in the bucket should be changed periodically. The frequency will vary depending on the level of contamination. **Option:** use disposable rags or cloth- use only once and throw away.
- D. **Mopping Work Area**
 - a. Collect any visible debris using wet cloths before mopping the area. Pour the cleaning solution into the mop bucket. Fill two rinse buckets with clean water. Place the mop into the cleaning solution. Wring excess solution into the mop bucket. Mop small sections of the work area. Place the mop into

the cleaning solution and wring thoroughly between sections. After the entire surface has been mopped thoroughly, rinse the mop head. Rinse the surface completely by placing the mop in the first bucket, wringing it out thoroughly, placing it in the second bucket, wringing thoroughly and then mopping the surface. Continue this cycle until all areas have been rinsed.

Option: use disposable rags or cloth-use only once and throw them away.

- b. NOTE:** the water in the two containers should be changed periodically. The frequency will depend on the level of contamination. **Option:** use disposable rags or cloth - use only once and throw away.

- E. Mist critical barrier sheeting and removal.**
- F. HEPA vacuum** area previously covered by critical barrier sheeting followed by wet detergent wash.
- G. Perform clear water** wash of all surfaces in same manner as wet detergent wash.
- H. After all surfaces** in the work area are allowed to dry, complete final HEPA vacuuming of all surfaces in same manner as first HEPA vacuuming.
- I. After Final Cleaning,** perform a Complete Visual Inspection of the entire work area including: all surfaces, ceiling, walls, floor doorways windows, and other openings; look for debris, residue, or other matter. If any debris, residue, dust, or other matter is found repeat final cleaning and continue decontamination procedure from that point. When the area is visually clean, complete the certification at the end of this section. Visual inspection is not complete until confirmed in writing on the certification by the Project Monitor.
- J. Painting of substrates:** perform painting/sealing of substrates at this time.
- K. Perform final** clearance sampling in accordance with sub-section – Final Clearance Sampling.

FINAL CLEARANCE SAMPLING

- One floor dust wipe per room equivalent
- One elevated surface dust wipe per room equivalent
- One floor dust wipe for each common hallway
- Stairwells – one wipe on a landing – one wipe on a tread – one dust wipe on an interior stool
- Large common areas (i.e. gym, indoor playground) 2 floor dust wipes on floor for 1st 2,000 square feet plus 1 floor dust wipe for each additional 2,000 square feet.
- If elevated horizontal surfaces are present (i.e. window stools, railings, radiator covers, beams, pipes, etc.) 2 dust wipes for the first 2,000 square feet plus 1 additional dust wipe for each additional 2,000 square feet

- Balcony – 1 floor dust wipe from a floor area on each side plus one dust wipe randomly selected from balcony seating on each side.
- A. Wipe sampling by Atomic Absorption Spectroscopy (AAS) or Inductively Coupled Plasma Emission Spectroscopy (ICP): After the work area is found to be visually clean, wipe samples will be obtained and analyzed in accordance with the procedure set forth in section 01421 Project Clearance.
 - a. If Release Criteria are not met, repeat HEPA vacuuming, wet wash, HEPA vacuuming procedures until satisfactory clearance results are obtained.
 - b. If Release Criteria are met, remove work area isolation. Remove all equipment & materials from site.

SUBSTANTIAL COMPLETION OF HAZARD REDUCTION:

- A. Hazard Reduction Work is Substantially Complete upon meeting the requirements of this section, section 01421, project clearance, including submission of
 - a. Certificate of Visual Inspection
 - b. Receipts Documenting proper disposal as required by Section 02067 Disposal of Waste Material
 - c. Punch list detailing repairs to be made and incomplete items.

CERTIFICATE OF VISUAL INSPECTION

Following this section is a “Certificate of Visual Inspection.” This certification is to be completed by the Contractor and certified by the Project Monitor. Submit completed certificate with application for final payment. Final payment will not be made until this certification is executed.

End of Section 02068

CERTIFICATION OF VISUAL INSPECTION

In accordance with Section 01715 "Project Decontamination" the contractor hereby certifies that he has visually inspected the work area (all surfaces including pipes, counters, ledges, walls, ceiling, floors, behind critical barriers, sheet plastic, etc.) and has found no dust, debris, or residue.

By: (Signature: _____ Date: _____)

Print Name: _____

Print Title: _____

PROJECT MONITOR CERTIFICATION

The Project Monitor hereby certifies that he has accompanied the contractor on his visual inspection and verifies that this inspection has been thorough and to the best of his knowledge and belief, the contractor's certification above is a true and honest one.

By: (Signature: _____ Date: _____)

Print Name: _____

Print Title: _____

Work Area:

Location:

Room:

Hazard Reduction Performed:

SECTION 02081 - REMOVAL OF ASBESTOS-CONTAINING MATERIALS

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions, Modifications to General Conditions, Additional Articles (when applicable) and Division - 1 Specification Sections, apply to work of this section.

RELATED WORK SPECIFIED ELSEWHERE:

Installation of Critical and Primary Barriers, and Work Area Isolation Procedures are set forth in Section 01526 Temporary Enclosures.

Project Decontamination procedures after removal of the Secondary Barrier are specified in Section 01711 Project Decontamination.

Disposal of asbestos-containing waste is specified in Section 02084 Disposal of Asbestos-Containing Waste Material.

SUBMITTALS:

Before Start of Work: Submit the following to the Owner's Representative for review.

Surfactant: Submit product data, use instructions and recommendations from manufacturer of surfactant intended for use. Include data substantiating that material complies with requirements.

Removal Encapsulant: Submit product data, use instructions and recommendations from manufacturer of removal encapsulant intended for use. Include data substantiating that material complies with requirements.

NESHAP Certification: Submit certification from manufacturer of surfactant or removal encapsulant that, to the extent required by this specification, the material, if used in accordance with manufacturer's instructions, will wet Asbestos-Containing Materials to which it is applied as required by the National Emission Standard for Hazardous Pollutants (NESHAP) Asbestos Regulations (40 CFR 61, Subpart M).

Material Safety Data Sheet: Submit the Material Safety Data Sheet, or equivalent, in accordance with the OSHA Hazard Communication Standard (29 CFR 1910.1200) for each surfactant, encapsulating material and solvent proposed for use on the work. Include a separate attachment for each sheet indicating the specific worker protective equipment proposed for use with the material indicated.

PART 2 - PRODUCTS:

Wetting Materials: For wetting prior to disturbance of Asbestos-Containing Materials use either amended water or a removal encapsulant:

Amended Water: Provide water to which a surfactant has been added. Use a mixture of surfactant and water which results in wetting of the Asbestos-Containing Material and retardation of fiber release during disturbance of the material equal to or greater than that provided by the use of one ounce of a surfactant consisting of 50% polyoxyethylene ester and 50% polyoxyethylene ether mixed with five gallons of water.

Removal Encapsulant: Provide a penetrating type encapsulant designed specifically for removal of Asbestos-Containing Material. Use a material which results in wetting of the Asbestos-Containing Material and retardation of fiber release during disturbance of the material equal to or greater than that provided by water amended with a surfactant consisting of one ounce of a mixture of 50% polyoxyethylene ester and 50% polyoxyethylene ether in five gallons of water.

Polyethylene Sheet: A single polyethylene film in the largest sheet size possible to minimize seams, 4.0 or 6.0 mil thick as indicated, clear, frosted, or black as indicated.

Duct Tape: Provide duct tape in 2" or 3" widths as indicated, which is formulated to stick aggressively to sheet polyethylene.

Spray Cement: Provide spray adhesive in aerosol cans which is specifically formulated to stick tenaciously to sheet polyethylene.

Disposal Bags: Provide 6 mil thick leak-tight polyethylene bags labeled as required by Section 02084 Disposal of Asbestos Containing Waste Material.

Fiberboard Drums: Provide heavy duty leak tight fiberboard drums with tight sealing locking metal tops.

Paper board Boxes: Provide heavy duty corrugated paper board boxes coated with plastic or wax to retard deterioration from moisture. Provide in sizes that will easily fit in disposal bags.

EXECUTION

SECONDARY BARRIER:

Secondary Barrier: Over the Primary Barrier, install as a drop cloth a clear 6 mil sheet plastic in all areas where asbestos removal work is to be carried out. Completely cover floor with sheet plastic. Where the work is within 10'-0" of a wall extend the Secondary Barrier up wall to ceiling. Support sheet plastic on wall with duct tape, seal top of Secondary plastic to Primary Barrier with duct tape so that debris is unable to get behind it. Provide cross strips of duct tape at wall support as necessary to support sheet plastic and prevent its falling during removal operations.

Install Secondary Barrier at the beginning of each work shift. Install only sufficient plastic for work of that shift.

Remove Secondary Barrier at end of each work shift or as work in an area is completed. Fold plastic toward the center of sheet and pack in disposal bags. Keep material on sheet continuously wet until bagged.

WORKER PROTECTION:

Before beginning work with any material for which a Material Safety Data Sheet has been submitted provide workers with the required protective equipment. Require that appropriate protective equipment be used at all times.

WET REMOVAL:

Thoroughly wet Asbestos-Containing Materials to be removed prior to stripping and/or tooling to reduce fiber dispersal into the air. Accomplish wetting by a fine spray (mist) of amended water or removal encapsulant. Saturate material sufficiently to wet to the substrate without causing excess dripping. Allow time for amended water or removal encapsulant to penetrate material thoroughly. If amended water is used, spray material repeatedly during the work process to maintain a continuously wet condition. If a removal encapsulant is used, apply in strict accordance with manufacturer's written instructions. Perforate outer covering of any installation which has been painted and/or jacketed in order to allow penetration of amended water or removal encapsulant or use injection equipment to wet material under the covering. Where necessary, carefully strip away while simultaneously spraying amended water or removal encapsulant on the installation to minimize dispersal of asbestos fibers into the air.

Mist work area continuously with amended water whenever necessary to reduce airborne fiber levels.

Remove saturated Asbestos-Containing Material in small sections from all areas. Do not allow material to dry out. As it is removed, simultaneously pack material while still wet into disposal bags. Twist neck of bags, bend over and seal with minimum three wraps of duct tape. Clean outside and move to Wash Down Station adjacent to Material Decontamination Unit.

Pipe Insulation: Spray with a mist of amended water or removal encapsulant. Allow amended water or removal encapsulant to saturate material to substrate. If a removal encapsulant is used, use it in strict accordance with manufacturer's instructions. Cut bands holding preformed pipe insulation, slit jackets at seams, remove and hand-place in a disposal bag. Remove job-molded fitting insulation in chunks and hand place in a disposal bag. Do not drop to the floor. Remove any residue on pipe or fitting with stiff bristle nylon hand brush. In locations where pipe fitting insulation is removed from pipe with straight runs insulated with fibrous glass or other non-asbestos-containing fibrous material, remove fibrous material 6" from the point where it contacts the asbestos-containing insulation.

END OF SECTION - 02081

SECTION 02084 - DISPOSAL OF ASBESTOS-CONTAINING WASTE MATERIAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions, Modifications to General Conditions, Additional Articles (when applicable) and Division-1 Specification Sections, apply to work of this section.

Section 01092 Codes and Regulations - Asbestos Abatement describes applicable federal, state, and local regulations.

DESCRIPTION OF THE WORK:

This section describes the disposal of Asbestos-Containing Materials. Disposal includes packaging of asbestos-containing waste materials. Disposal may be accomplished either by landfilling or converting asbestos containing materials to non-asbestos waste.

SUBMITTALS:

Before Start of Work: Submit the following to the Owner's Representative for review.

Copy of state or local license for waste hauler.

Name and address of landfill where asbestos-containing waste materials are to be buried. Include contact person and telephone number.

Chain of Custody form and form of waste manifest proposed

Sample disposal bag and any added labels to be used.

On a weekly basis submit copies of all manifests and disposal site receipts to Owner's Representative.

PART 2 - PRODUCTS:

Disposal Bags: Provide clear 6 mil thick leak-tight polyethylene bags labeled with three labels with text as follows:

First Label:

CAUTION
CONTAINS ASBESTOS FIBERS
AVOID OPENING OR BREAKING CONTAINER
BREATHING ASBESTOS IS HAZARDOUS TO YOUR HEALTH

Second Label: Provide labeling showing Generator Name and address for each container used for disposal

Third Label: Provide in accordance with 29 CFR 1910.1200(f) of OSHA's Hazard Communication standard:

DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD
BREATHING AIRBORNE ASBESTOS, TREMOLITE, ANTHOPHYLLITE, OR
ACTINOLITE FIBERS IS HAZARDOUS TO YOUR HEALTH

Fourth Label: Provide in accordance with U. S. Department of Transportation regulation on hazardous waste marking. 49 CFR parts 171 and 172. Hazardous Substances: Final Rule. Published November 21, 1986, and revised February 17, 1987:

RQ HAZARDOUS
SUBSTANCE
SOLID, NOS
ORM-E, NA 9188
(ASBESTOS)

EXECUTION

Comply with the following sections during all phases of this work:

Section 01560 Worker Protection - Asbestos Abatement

Section 01562 Respiratory Protection

GENERAL:

All waste is to be hauled by a waste hauler with all required licenses from all state and local authority with jurisdiction.

Load all asbestos-containing waste material in disposal bags or leak-tight drums. All materials are to be contained in one of the following

- Two clear 6 mil disposal bags or

- Two clear 6 mil disposal bags and a fiberboard drum or

- Sealed steel drum with no bag

Contractor will be required to verify acceptance of fiber or steel drums prior to disposal.

Protect interior of truck or dumpster with Critical and Primary Barriers as described in Section 01526 Temporary Enclosures.

Carefully load containerized waste in fully enclosed dumpsters, trucks, or other appropriate vehicles for transport. Exercise care before and during transport, to ensure that no unauthorized persons have access to the material.

Do not store containerized materials outside of the Work Area. Take containers from the Work Area directly to a sealed and secured truck or dumpster.

Do not transport disposal bagged materials on open trucks. Label drums with the same warning labels as bags. Uncontaminated drums may be reused. Treat drums that have been contaminated as asbestos-containing waste and dispose of in accordance with this specification.

The contractor will check with an approved landfill operator to ensure the asbestos-containing material will be accepted and buried within 24 hours of receipt of asbestos-containing debris.

At disposal site unload containerized waste:

- At a disposal site, sealed plastic bags may be carefully unloaded from the truck. If bags are broken or damaged, return to the work site for re-bagging. Clean entire truck and contents using procedures set forth in section 01711 Project Decontamination.

- At a processing site truck and loading dock are arranged as a controlled work area and containerized waste is transferred to storage area by site personnel. All

bags, including broken ones will be transferred. Clean truck, using procedures set forth in section 01711 Project Decontamination.

Retain receipts from landfill or processor for materials disposed of.

At completion of hauling and disposal of each load submit copy of waste manifest, chain of custody form, and landfill receipt to Owner's Representative.

END OF SECTION - 02084

SECTION 06402 – CARPENTRY & TRIM – LEAD-BASED PAINT

RELATED DOCUMENTS

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

SUMMARY OF WORK

- A.** Removal of cabinetry & shelves, doors, door jambs & casings

EXECUTION

- A.** Examine substrates for compliance with requirements for installation tolerances and other conditions affecting installation and performance of finished carpentry. Do not proceed with installation until unsatisfactory conditions have been corrected.
- B.** Clean substrates of projections and substances detrimental to application
- C.** Condition finish carpentry to average prevailing humidity conditions in installation areas before installing, for a minimum of 24 hours, unless longer conditioning is recommended by the manufacturer.
- D.** Do not use finished carpentry materials that are unsound, warped, bowed, twisted, improperly treated, or finished. Not adequately seasoned, or too small to fabricate with proper joining arrangements.
- E.** Install finish carpentry plumb, level, true and aligned with adjoining materials. Use concealed shims where required for alignment.
- F.** Finish in accordance with manufacturer's requirements and local and state code requirements.

End of Section 06402

SECTION 06403

REPAIR OF LEAD-BASED PAINTED SURFACES

RELATED DOCUMENTS:

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

SUMMARY OF WORK

This section requires repair of the following presumed lead-based painted substrates in the areas indicated.

Stabilize peeling or flaking paint on all walls, ceiling, millwork, trim, doors etc. that are to remain within the complex.

RELATED WORK SPECIFIED ELSEWHERE

- A. Section 01505** - Exterior Regulated Areas Lead-Based Paint
- B. Section 01506** - Work Area Containment - Lead-Based Paint
- C. Section 01555** - Worker Protection - Lead-Based Paint
- D. Section 01556** - Respiratory Protection - Lead-Based Paint

PART 2 - PRODUCTS

REPAIR MATERIALS:

- A. Gypsum Wallboard:** sized to match existing thickness,

Type: Regular, unless indicated

- B. Joint Compound:** Powder or ready-mixed vinyl

PART 3 - EXECUTION

- A.** Mist damaged area with wet detergent wash solution. Using a utility knife, score paint around area to be removed. Include the entire area of patch.
- B.** Remove paint from area to be patched with scraper or utility knife. Mist area during scraping operations.
- C.** Do not allow paint chips, debris, or dust to accumulate. Pick up with wet paper towel and place in disposal bag.

- D. Carefully remove loose paint at edges. Remove damaged sections of substrate place in disposal bag.
- E. Prepare area for new patching materials.
 - 1. **Gypsum Board:** Cut out area of scheduled demolition wall board. Leave straight edge cuts at all demolition surfaces. A restoration contractor will likely complete the restoration. Remove all fasteners.
 - 2. **Plaster:** Prepare area in accordance with gypsum board above.

END OF SECTION 06403

SECTION 09953

SURFACE PREPARATION - PAINT STABILIZATION - LEAD-BASED PAINT

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.

SUMMARY OF WORK:

- A.** **Work** of this section includes the stabilization of lead-based painted surfaces to be encapsulated or painted by the following sections:
 - 1.** **09940** - Encapsulation - lead-based paint

PART 2 - PRODUCTS

Disposal Bags/Plastic Sheeting: Provide 6 mil polyethylene disposal bags.

Wet Detergent Wash: Provide detergent or cleaning agent formulated to be effective in removing lead dust. Follow dilution ratio recommended by the manufacturer's instructions.

PART 3 - EXECUTION

Before starting work of this section, complete the following:

- A.** **Section 01504** - Temporary Facilities
- B.** **Section 01505** - Exterior Regulated Areas
- C.** **Section 01506** - Work Area Containment (Interior)
- D.** **Section 01555** - Worker Protection
- E.** **Section 01556** - Respiratory Protection

SURFACE PREPARATION

- A.** Remove loose, flaking, and deteriorated paint by wet scraping or wet sanding.
- B.** Remove loose, unsound, or deteriorated substrates. Place in 6 mil polyethylene disposal bag and dispose of it in accordance with section 02067 - Disposal of Waste Materials - Lead-Based Paint.

- C. HEPA Vacuum and/or wet wipe to remove all paint chips, debris and dust generated during the work. Do not allow dust or debris to accumulate.
- D. Label all areas to be enclosed with permanent marker every four feet with term "lead paint", in minimum 3" (76 mm) high letters.

PAINT STABILIZATION

A. SUBSTRATE REPAIRS

- 1. Prior to stabilizing lead-based paint, correct substrate surface defects. Remove loose, unsound, or deteriorated substrates. Place in 6 mil polyethylene disposal bag and dispose of it in accordance with section 02067 - Disposal of Waste Materials - Lead-Based Paint.

B. PAINT REMOVAL

- 1. **Wet Scraping:** remove all loose, flaking, and deteriorated paint by wet scraping. Continually mist the surface with water during scraping.
- 2. **Wet Sanding:** prepare finished surface by wet sanding. Feather edges lightly. Keep surface wet while sanding.

C. SURFACE CLEANING

- 1. Dust and chips: HEPA vacuum surface after drying.
- 2. Chemically treat surface if necessary for good paint adhesion. Follow manufacturer's printed instructions for system used.
- 3. Test surface for pH. Place LITMUS paper on a wet surface. Surface pH should be between 6-8. Re-rinse surfaces that do not meet pH with clear water or weak acid solution.
- 4. Remove oils, waxes, and mold. Remove mold with a 1% to 10% bleach solution. Provide appropriate eye, skin, and respiratory protection during mold decontamination procedures. Remove waxes with ammonia and water. Degrease surfaces with suitable cleaner. Rinse thoroughly following cleaning.

END OF SECTION 09953



**Pre-Renovation
Limited Asbestos Survey & Re-Evaluation Lead Dust Hazard Testing**

**Willmar Auditorium
311 – 6th Street SW
Willmar, Minnesota**

Prepared For:

**Christopher Simon
City of Willmar
333 – 6th Street
Willmar, Minnesota 56201
Phone: 320-235-4913**

**Survey Date:
February 14, 2023**

Inspected by:

**Midwest Environmental Consulting, L.L.C.
125 Railroad Avenue SW
Mora MN 55051
Phone: 320-679-4054/763-691-0111
Fax: 320-679-4442**

MEC Project #: 2007/0223A

Report Date: March 3, 2023

**Willmar Auditorium
311- 6th Street SW
Willmar, Minnesota**

INTRODUCTION

Midwest Environmental Consulting, L.L.C. (MEC) staff conducted a limited asbestos survey of suspect asbestos containing building materials newly installed in 2015 and a re-evaluation for lead dust hazards as part of the planned renovation, sale or demolition of the Willmar Auditorium complex located at 311 – 6th Street SW, Willmar, Minnesota.

Greg Myers, Environmental Services Director with MEC and a Minnesota Licensed Asbestos Inspector (#AI 2289) and Minnesota Licensed Lead Risk Assessor (LR#284) conducted the limited survey. Reference Appendix A for MEC qualifications.

BUILDING SUMMARY

The Willmar Auditorium complex located at 311 – 6th Street SW, Willmar, Minnesota is a three story structure on a concrete basement and foundation constructed in approximately 1936-1937. The exterior has brick fascia with cast stone details. The west side has low relief sculptures above the main entry.

The interior of the auditorium has concrete walls, ceilings, & floors. There are also plaster walls with wood paneling. The ceilings (and some walls) have a combination of drop-in ceiling tile, glued on ceiling tile, and nailed on ceiling tile. The floors are a combination of terrazzo, wood floors, concrete, carpet, vinyl floor tile.

The building has a forced air heat and air conditioning system with ducted fresh air. The gun range has a separate ventilation system. The mechanical system was completely updated in 2015.

The complex is used for recreational use, firing range, office space and meeting space. The property is on the Historical Registry.

Asbestos

The purpose of the inspection was to identify suspect building materials that may contain asbestos and collect the minimum number of samples for analysis prior to the renovation of the complex. Samples of potentially asbestos containing materials have been analyzed following the preferred Environmental Protection Agency (EPA) analytical procedures. The laboratory providing the analysis for this project is Eurofins/CEI Labs, 2752 Pleasant Road, Suite 100A, Fort Mill, SC (NVLAP

accreditation number 600323-0.) Samples were analyzed by Polarized Light Microscopy (PLM), the EPA approved analytical method for bulk asbestos. **Note:** Asbestos abatement of the complex was done in 2015. This inspection was limited to newly installed materials and paneling mastic not previously tested in the complex. No exterior testing for asbestos was performed. The roof was snow covered.

Suspected asbestos containing materials were evaluated prior to the planned renovation and remodeling of the complex as required by Minnesota Occupational Safety and Health Administration, Initial Site Survey 5207.0035-Demolition, Restoration, Remodeling Survey; Federal OSHA 29 CFR 1926.110 (a)(d): the Environmental Protection Agency (EPA) 40 CFR Part 61, subpart C to E, Asbestos Model Accreditation; and EPA 40 CFR subpart M, 61.145, Standard for Demolition and Renovation. The asbestos inspection did not include roofing materials, exterior materials, windows, or exterior penetration sealants. If the option is to demolish the structure, roofing, sealant, and window/door caulks will need to be sampled.

If other surfaces, not tested, are to be disturbed as part of the planned or future renovations, demolition or sale, additional testing may be required.

The results of the limited survey of suspect asbestos building materials are as follows:

Event Sample #	Sample Location/ Material	Asbestos Concentration Type	Non-Asbestos Content	Approximate Amount
1 2007/0223A-1 2/14/23	2016 Training Rm, 1'x1' grey spotted floor tile/mastic. Homogeneous to A2	None detected in all layers	100% vinyl 100% mastic	1,008 ft ²
2 2007/0223A-2 2/14/23	Observation Rm, 1'x1' grey spotted floor tile/mastic. Homogeneous to A1	None detected in all layers	100% vinyl 100% mastic	540 ft ²
3 2007/0223A-3 2/14/23	2016 Training Rm, base coving/mastic. Homogeneous to A4	None detected in all layers	100% vinyl 100% mastic	Throughout

4 2007/0223A-4 2/14/23	Observation Rm, base coving/mastic. Homogeneous to A3	None detected in all layers	100% vinyl 100% mastic	Throughout
5 2007/0223A-5 2/14/23	Training Rm, 2'x2' ice drop ceiling tile. Homogeneous to A6, A7	None detected	65% cellulose 15% fiberglass 15% Perlite 5% paint	1008 ft ²
6 2007/0223A-6 2/14/23	Training Rm, 2'x2' ice drop ceiling tile. Homogeneous to A5, A7	None detected	65% cellulose 15% fiberglass 15% Perlite 5% paint	-----
7 2007/0223A-7 2/14/23	Observation Rm, 2'x2' ice drop ceiling tile. Homogeneous to A5, A6	None detected	65% cellulose 15% fiberglass 15% Perlite 5% paint	540 ft ²
8 2007/0223A-8 2/14/23	3 rd Floor, Rm 308, black panel mastic. Homogeneous to A9	3% Chrysotile	2% cellulose 95% mastic	Throughout Rm 308
9 2007/00223A-9 2/14/23	3 rd Floor, Rm 308, black panel mastic. Homogeneous to A8	3% Chrysotile (sample not analyzed)	2% cellulose 95% mastic	-----
10 2007/0223A-10 2/14/23	1 st Floor, men's bath, 1'x1' floor tile/mastic. Homogeneous to A11	None detected in all layers	100% vinyl 100% caulk 100% mastic 75% tar 25% mastic 5% cellulose 85% binder 10% silicates	180 ft ²
11 2007/0223A-11 2/14/23	1 st Floor, women's bath, 1'x1' floor tile/mastic. Homogeneous to A10	None detected in all layers	100% vinyl 100% mastic 75% tar 25% mastic	162 ft ²

ft² = foot squared

SUMMARY

The survey and analysis of the samples collected were found to be asbestos containing in panel mastic. Contractors performing the renovation work should follow appropriate rules and regulations, including, but not limited to OSHA 29 CFR 1926.1101, Minnesota Department of Health (MDH) Rules 4620.3000 to 4620.3724 and Minnesota Pollution Control Agency (MPHA) and Environmental Protection Agency (EPA) rules for visible particulate and waste disposal. The amount of asbestos scheduled to be disturbed is above the notifiable limits of 160 square feet and 260 linear feet.

MEC did not test roofing materials, flashings, or sealants. MEC did not test exterior caulks or sealants. MEC did not test ceramic tile, grout or mastic in locker rooms or bathrooms.

If materials not previously tested are to be disturbed and are not listed in the scope of work, additional testing may be required. MEC only collected samples from building materials likely to be disturbed if renovation to the interior is conducted. Roof was covered with snow and already has some leakage.

LEAD DUST SAMPLING

Previous lead hazard evaluations were conducted and remediated in 2015. The long term plan for the complex is yet to be determined. If the City of Willmar is to maintain possession of the structure, renovations would be included. If the property is to be demolished, the hazards would need to be remediated as part of the demolition. If the property is to be sold, it is part of the due diligence to provide the information to prospective buyers.

Samples were collected and delivered to EMSL Analytical (ELLP 101103), 3410 Winnetka Avenue North, New Hope, Minnesota where they were prepared and analyzed using current appropriate protocols for lead. Laboratory results for environmental samples may be found in Appendix C.

Analytical results are reported below for each sample and compared to standard action levels that have been identified for this project.

SAMPLE # DATE	LOCATION	RESULT	PROJECT ACTION LEVEL
2007/0223A-W1 2/14/23	Firing Range, Side C, floor adj. stop block	9200 µg/ft ²	500 µg/ft ²
2007/0223A-W2 2/14/23	Firing Range, middle, floor, adj. rest bench	12000 µg/ft ²	500 µg/ft ²

2007/0223A-W3 2/14/23	Firing Range, rest bench 5	2400 µg/ft ²	350 µg/ft ²
2007/0223A-W4 2/14/23	Firing Range, Side B, noise buffer wall	1800 µg/ft ²	No standard – contamination identified
2007/0223A-W5 2/14/23	Firing Range, Observation Rm, Side C, floor adj. range door	210 µg/ft ²	10 µg/ft ²
2007/0223A-W6 2/14/23	Firing Range, Observation Rm, top of ceiling tile, adj. cold air return	320 µg/ft ²	No Standard – contamination identified
2007/0223A-W7 2/14/23	Firing Range, top of target retriever Box 7	51000 µg/ft ²	1500 µg/ft ²
2007/0223A-W8 2/14/23	Safe floor, Side D, east of door	3800 µg/ft ²	500 µg/ft ²
2007/0223A-W9 2/14/23	Training Rm, Side C, floor adj. door to Observation Rm	160 µg/ft ²	10 µg/ft ²
2007/0223A-W10 2/14/23	Training Rm, center, above ceiling tile	40 µg/ft ²	No standard – contamination identified
2007/0223A-W11 2/14/23	Basement hall, floor adj. entry door to training rm	36 µg/ft ²	10 µg/ft ²
2007/0223A-W12 2/14/23	Basement, women's bath, Side B, floor adj. right sink	52 µg/ft ²	10 µg/ft ²
2007/0223A-W13 2/14/23	Basement, men's bath, Side B, floor adj. right sink	48 µg/ft ²	10 µg/ft ²
2007/0223A-W14 2/14/23	Arts/Crafts fan rm, Side D, floor adj. column	20 µg/ft ²	10 µg/ft ²
2007/0223A-W15 2/14/23	Arts/Crafts Fan units, center duct, top middle fan area	2500 µg/ft ²	1000 µg/ft ²
2007/0223A-W16 2/14/23	Center stair, half landing, floor, middle	40 µg/ft ²	10 µg/ft ²

2007/0223A-W17 2/14/23	Old indoor playground, Side A, floor adj. entry door	12 µg/ft ²	10 µg/ft ²
2007/0223A-W18 2/14/23	Old indoor playground, electric/storage rm, floor, Side A, left	420 µg/ft ²	10 µg/ft ²
2007/0223A-W19 2/14/23	Old indoor playground, Side D, floor by electric box	140 µg/ft ²	10 µg/ft ²
2007/0223A-W20 2/14/23	Blind Field Blank	<10 µg/ft ²	-----
2007/0223A-W21 2/14/23	Old indoor playground, Side D, area top of duct, adj. cold air return	490 µg/ft ²	40 µg/ft ²
2007/0223A-W22 2/14/23	Weight Rm, Side D, floor adj. entry door	110 µg/ft ²	10 µg/ft ²
2007/0223A-W23 2/14/23	Basement, east hall, Side C, floor adj. custodial closet	23 µg/ft ²	10 µg/ft ²
2007/0223A-W24 2/14/23	Men's locker Rm, Side A, floor adj. hall door	<10 µg/ft ²	10 µg/ft ²
2007/0223A-W25 2/14/23	Women's locker rm, Side C, floor adj. bench	31 µg/ft ²	10 µg/ft ²
2007/0223A-W26 2/14/23	NE stairwell, Side B, floor, 1 st floor landing	22 µg/ft ²	10 µg/ft ²
2007/0223A-W27 2/14/23	SE stair/half landing, Side D, floor	86 µg/ft ²	10 µg/ft ²
2007/0223A-W28 2/14/23	Men's locker Rm, Top of locker, center back	790 µg/ft ²	40 µg/ft ²
2007/0223A-W29 2/14/23	Lobby, Side A, floor adj. entry door	17 µg/ft ²	10 µg/ft ²
2007/0223A-W30 2/14/23	Memorial Rm, Side A, floor under left window	<10 µg/ft ²	10 µg/ft ²
2007/0223A-W31 2/14/23	Memorial Rm, Side A, left window stool	<40 µg/ft ²	100 µg/ft ²
2007/0223A-W32 2/14/23	Gym, Side A, floor adj. cold air return	<10 µg/ft ²	10 µg/ft ²

2007/0223A-W33 2/14/23	Gym, Side D, floor adj. SW door	<10 µg/ft ²	10 µg/ft ²
2007/0223A-W34 2/14/23	E. storage Rm, Side A, floor adj. W. storage Rm.	38 µg/ft ²	10 µg/ft ²
2007/0223A-W35 2/14/23	1 st floor, women's bath, Side B, floor adj. sink	<10 µg/ft ²	10 µg/ft ²
2007/0223A-W36 2/14/23	1 st floor, men's bath, Side C, floor adj. entry door	<10 µg/ft ²	10 µg/ft ²
2007/0223A-W37 2/14/23	Kick Box Rm, Side D, floor adj. entry door	24 µg/ft ²	10 µg/ft ²
2007/0223A-W38 2/14/23	Kick Box Storage Rm N, Side D, floor adj. door	12 µg/ft ²	10 µg/ft ²
2007/0223A-W39 2/14/23	Gym, Side B, center window stool	54 µg/ft ²	100 µg/ft ²
2007/0223A-W40 2/14/23	Blind Field Blank	<10 µg/ft ²	-----
2007/0223A-W41 2/14/23	Kick Box Storage, right window stool	230 µg/ft ²	100 µg/ft ²
2007/0223A-W42 2/14/23	Art/Craft Rm, whole building air handler, after filter	140 µg/ft ²	10 µg/ft ²
2007/0223A-W43 2/14/23	Arts/Craft Rm, observation/training room air handler, after filter	32 µg/ft ²	10 µg/ft ²
2007/0223A-W44 2/14/23	Old indoor playground, air bank handler for gun range, 2 nd chamber after HEPA	140 µg/ft ²	10 µg/ft ²
2007/0223 A-W45 2/14/23	Main stair, 1 ½ level, Side A, window stool	69 µg/ft ²	100 µg/ft ²
2007/0234A-W46 2/14/23	Rm 201, Side B, carpet floor under right window	<10 µg/ft ²	10 µg/ft ²
2007/0223A-W47 2/14/23	Rm 201, Side B, right window stool	42 µg/ft ²	100 µg/ft ²
2007/0223A-W48 2/14/23	Rm 204, Side A, floor under right window	450 µg/ft ²	10 µg/ft ²

2007/0223A-W49 2/14/23	Rm 204, Side A, right window stool	<40 µg/ft ²	100 µg/ft ²
2007/0223A-50 2/14/23	Rm 211, Side D, floor under window	94 µg/ft ²	10 µg/ft ²
2007/0223A-51 2/14/23	Rm 211, Side D, window stool	140 µg/ft ²	100 µg/ft ²
2007/0223A-52 2/14/23	Rm 208, Side A, floor under left window	1100 µg/ft ²	10 µg/ft ²
2007/0223A-53 2/14/23	Rm 208, Side A, left window stool	85 µg/ft ²	100 µg/ft ²
2007/0223A-54 2/14/23	Gym, balcony, SW end, floor	26 µg/ft ²	10 µg/ft ²
2007/0223A-55 2/14/23	Gym, balcony, NE end, floor adj. steps	37 µg/ft ²	10 µg/ft ²
2007/0223A-56 2/14/23	Gym, balcony N. window stool	440 µg/ft ²	100 µg/ft ²
2007/0223A-57 2/14/23	2 nd floor hall, Side C, floor adj. long storage room	38 µg/ft ²	10 µg/ft ²
2007/0223A-58 2/14/23	2 nd floor, Rm 214, Side B, floor under left window	200 µg/ft ²	10 µg/ft ²
2007/0223A-59 2/14/23	2 nd floor, Rm 214, left window stool	220 µg/ft ²	100 µg/ft ²
2007/0223A-60 2/14/23	Blind Field Blank	<10 µg/ft ²	-----
2007/0223A-61 2/14/23	Rm 215 bath, Side D, floor under left window	100 µg/ft ²	10 µg/ft ²
2007/0223A-62 2/14/23	Rm 215, Side D, left window stool	250 µg/ft ²	100 µg/ft ²
2007/0223A-63 2/14/23	SE Stairwell, 2 nd floor, window stool	<40 µg/ft ²	100 µg/ft ²
2007/0223A-64 2/14/23	3 rd floor, Rm 301, Side A, floor under window	980 µg/ft ²	250 µg/ft ²
2007/0223A-65 2/14/23	Rm 301, Side A, window stool	190 µg/ft ²	100 µg/ft ²
2007/0223A-66 2/14/23	Rm 302/303, Side B, floor under window	930 µg/ft ²	250 µg/ft ²
2007/0223A-67 2/14/23	Rm 304, left window stool	84 µg/ft ²	100 µg/ft ²

2007/0223A-68 2/14/23	3 rd floor hall, Side A, floor adj. 301 & stair	240 µg/ft ²	10 µg/ft ²
2007/0223A-69 2/14/23	Employee Lounge, Rm 309, Side C, floor	99 µg/ft ²	10 µg/ft ²
2007/0223A-70 2/14/23	Rm 306, Side A, concrete floor	310 µg/ft ²	10 µg/ft ²
2007/0223A-71 2/14/23	Rm 307, Side D, floor under left window	200 µg/ft ²	10 µg/ft ²
2007/0223A-72 2/14/23	Rm 307, left window stool	200 µg/ft ²	100 µg/ft ²
2007/0223A-73 2/14/23	Rm 308, Side A, floor	410 µg/ft ²	10 µg/ft ²
2007/0223A-74 2/14/23	Rm 309, Side A @ B, floor	87 µg/ft ²	10 µg/ft ²
2007/0223A-75 2/14/23	Rm 309, Side A, right window stool	280 µg/ft ²	100 µg/ft ²
2007/0223A-76 2/14/23	2 nd floor, N. stairwell, Side B, window stool	18 µg/ft ²	100 µg/ft ²
2007/0223A-77 2/14/23	3 rd floor, Rm 310, Side B, floor under left window	110 µg/ft ²	10 µg/ft ²
2007/0223A-78 2/14/23	3 rd floor, Rm 310, left window stool	120 µg/ft ²	100 µg/ft ²
2007/0223A-79 2/14/23	NE attic, top of ceiling system	1300 µg/ft ²	250 µg/ft ²
2007/0223A-80 2/14/23	Blind Field Blank	<10 µg/ft ²	-----
2007/0223A-81 2/14/23	3 rd floor, Rm 312, Side D, floor	760 µg/ft ²	250 µg/ft ²
2007/0223A-82 2/14/23	3 rd floor, Rm 312, Side D, left window stool	47 µg/ft ²	100 µg/ft ²
2007/0223A-83 2/14/23	Area under stage, Side A, floor	920 µg/ft ²	250 µg/ft ²
2007/0223A-84 2/14/23	Blind Field Blank	<10 µg/ft ²	-----

µg/ft² - micrograms per square foot

Dust was identified as a lead hazard on random surfaces tested on the day and time of this evaluation. All floors and window systems should be cleaned and made smooth and cleanable. If renovations or work activities will disturb other surfaces not tested, further

testing may be required or the surfaces will be assumed to be lead coated surfaces and will require lead safe work practices be followed, which includes requirements for clean-up of the work area and clearance testing. The auditorium had a complete lead inspection prior to the 2015 renovation. That report is still viable. The current lead dust levels in most areas are less than those prior to the 2015 renovation but also show that some of these spaces have not been cleaned routinely. Since 2015, the coal fueled electrical plant is no longer in operation and may also have been a contributor to the lead dust levels.

RECOMMENDATIONS

The elevated lead dust levels present should be able to be cleaned to the current standards if the firing range is to be permanently closed. The electrical plants closure should limit additional sources of contamination.

If the duct system is cleaned as just general cleaning, most of the lead dust should be eliminated. New filters should minimize the distribution of lead dust in the structure. The duct systems are now approximately eight (8) years old and two of the primary sources of lead contamination have been eliminated.

Please provide a copy of the survey information to the contractor(s) scheduled to perform the planned renovation.

If you have any questions, or need further information, please do not hesitate to contact me directly.

Respectfully,

A handwritten signature in black ink, appearing to read "Greg A. Myers". The signature is fluid and cursive, with the first name "Greg" being more prominent.

Greg A. Myers
Environmental Services Director

APPENDIX A

INSPECTOR QUALIFICATIONS

MINNESOTA DEPARTMENT OF HEALTH

has authorized

MIDWEST ENVIRONMENTAL CONSULTING, LLC
125 RAILROAD AVE SW
MORA, MINNESOTA 55051

In accordance with Minnesota Statutes, section 144.9505 and Minnesota Rules, part 4761.2200, to practice in the State of Minnesota as a

CERTIFIED LEAD FIRM

LICENSE NO: LF551

EXPIRES: 06/26/2023

THIS CERTIFICATE IS NONTRANSFERABLE



Thomas P. Hogan, Director
Environmental Health Division



Greg A. Myers
Director, Env. Health Div.

mn LEAD
DEPARTMENT OF HEALTH **Risk Assessor**
Licensed by:
State of Minnesota
Department of Health
License No. LR284
Expires 08/15/2023

Greg A Myers
19667 Salmonson River Rd
Mora, MN 55051

Certificate No: 5LM08152206PbRAR

Issue Date: August 15, 2022

This diploma is awarded to

Greg A. Myers

19667 Salmonson River Road, Mora, Minn. 55051

for successfully completing and passing the examination for the

**LEAD (Pb) RISK ASSESSOR
REFRESHER TRAINING COURSE**

*This training course is Approved by the State of Minnesota
under Minnesota Rules, parts 4761.2000 to 4761.2700
and meets the requirements of 40 CFR 745.225,
and Title X of the Toxic Substances Control Act (TSCA)
conducted by*

Lake States Environmental, Ltd.

in

White Bear Lake, MN on August 15, 2022

Examination Date: August 15, 2022

Lake States Environmental, Ltd.
P. O. Box 645, Rice Lake, WI 54868
www.lakestates.com
(800) 254-9811



Bob Rogalla – Training Course Manager



RA-0040

Lead Risk Assessor Independent Examination

121 East Seventh Place, Suite 220 • St. Paul • Minnesota 55101 • (651) 215-0700

This certifies that

Greg Myers

has successfully passed the required independent examination for:

Lead Risk Assessor

October 25, 1999

St. Paul, Minnesota

This certificate is nontransferable.

A handwritten signature in dark ink, appearing to read "Jan K. Malcolm", is positioned above the official title of the Commissioner.

Director, Division of Environmental Health
Jan K. Malcolm, Commissioner



Certificate of Achievement

This is to certify that

GREG MYERS

*has successfully completed the Manufacturer's Training Course
for the NITON XL Spectrum Analyzer*

*The two-day course covered radiation safety and monitoring,
L, x-ray measurement technology, and
machine maintenance of the XL Lead-in-Point Detector*

94855

Certificate Number

June 15-16, 1995

Course Date

Director of Training
John R. [Signature]
President & CEO - NITON

Midwest Center for Occupational Health & Safety

Program in Continuing Education - Occupational Health

640 Jackson Street
St. Paul, MN 55101
(612) 221-3992
LB-48

This certifies that

Greg Myers

attended this continuing education course offered by Midwest Center for Occupational Health & Safety

Lead Risk Assessment

April 24 - 25, 1997

SUCCESSFULLY PASSED THE EXAMINATION ON APRIL 25, 1997 IN ST. PAUL, MN.

- 2.0 Maintenance of certification points from the American Board of Industrial Hygiene.
- 1.0 Designed to meet the requirements of the Minnesota Board of Nursing for 19.2 (50 minutes) contact hours.
- This course offers 1.6 Continuing Education Units (CEUs) from the Midwest Center for Occupational Health and Safety.

1.00 CEU Sponsored Educational Resource Credit
1.00 CEU Provider of Non-Sponsored Health Services
1.00 CEU Regional and Local Credits
1.00 CEU CEU (CEU) Training Credit

James H. Gno
Center Director

Please also verify this for your records

THIS CERTIFIES THAT

Greg Myers

has completed the EPA Sponsored Lead Training course entitled
Lead Inspector Training

February 2, 1994 to February 4, 1994
given by the

**Midwest Center for
Occupational Health & Safety**

Program in Continuing Education
An EPA Regional Lead Training Center



Successfully passed the examination on February 4, 1994 in St Paul, MN
• Designed to meet the requirements of the MN Board of Nursing for 25 contact hours
• 5.0 Maintenance of certification points from the American Board of Industrial Hygiene
• Approval has been granted for 12 contact hours for continuing education by the MN Board of Registration as an Environmental Health Specialist/Inspector
• This course offers 2.4 Continuing Education Units (CEUs) from the Midwest Center for Occupational Health and Safety

CERTIFICATE NUMBER: LI-199
Midwest Center for Occupational Health and Safety



**ASBESTOS
INSPECTOR**

Certified by:
State of Minnesota
Department of Health

Expires: 05/16/2023

Greg A Myers
19667 Salmonson River Rd
Mora, MN 55051

[Signature]
Director, Env. Health Div.

No. AI2289 Issued: 05/27/2022

Certificate No: 5LM05162203IR

Expiration Date: May 16, 2023

This is to certify that

Greg A. Myers

has attended and successfully completed an

**ASBESTOS INSPECTOR
REFRESHER TRAINING COURSE**

permitted by

the State of Minnesota under Minnesota Rules 4620.3702 to 4620.3722

and meets the requirements of

Section 206 of Title II of the Toxic Substances Control Act (TSCA)
conducted by

Lake States Environmental, Ltd.

in

White Bear Lake on May 16, 2022

Examination Date: May 16, 2022

Lake States Environmental, Ltd.
P. O. Box 645, Rice Lake, WI 54868
www.lakestate.com
(800) 254-9811

Grant / Yessle

Training Instructor

Tufts University

Greg Myers

Has attended and satisfactorily passed
an examination covering the contents of the course:

**"Asbestos Abatement
for Inspectors"**

conducted by the

**Asbestos Information Center
Center for Environmental Management**

8801-03-032
Certificate Number

January 25-27, 1988
Date of Course

January 27, 1989
Expiration Date



Frank Cole
Training and Education Coordinator

Anthony D. Cortese
Director
Center for Environmental Management

APPENDIX B
LABORATORY RESULTS
CHAIN OF CUSTODY



CEI

ASBESTOS ANALYTICAL REPORT

By: Polarized Light Microscopy

Prepared for

Midwest Environmental Consulting, L.L.C.

CLIENT PROJECT: 311-6th St SW, Willmar, MN, 2007 / 0223A

LAB CODE: B233780

TEST METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

REPORT DATE: 02/21/23

TOTAL SAMPLES ANALYZED: 10

SAMPLES >1% ASBESTOS: 1

2752 Pleasant Rd Suite 100A • Fort Mill, SC 29708 • 803.526.5146



CEI

Asbestos Report Summary

By: POLARIZING LIGHT MICROSCOPY

PROJECT: 311-6th St SW, Willmar, MN, 2007 /
0223A

LAB CODE: B233780

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
2007/0223A-1		B233780.01A	Gray,Spotted	1'x1' Floor Tile	None Detected
		B233780.01B	Tan	Mastic	None Detected
2007/0223A-2		B233780.02A	Gray,Spotted	1'x1' Floor Tile	None Detected
		B233780.02B	Tan	Mastic	None Detected
2007/0223A-3		B233780.03A	Gray	Base Cove	None Detected
		B233780.03B	Tan	Mastic	None Detected
2007/0223A-4		B233780.04A	Gray	Base Cove	None Detected
		B233780.04B	Tan	Mastic	None Detected
2007/0223A-5		B233780.05	White,Beige	2'x2' Ceiling Tile	None Detected
2007/0223A-6		B233780.06	White,Beige	2'x2' Ceiling Tile	None Detected
2007/0223A-7		B233780.07	White,Beige	2'x2' Ceiling Tile	None Detected
2007/0223A-8		B233780.08	Black	Panel Mastic	Chrysotile 3%
2007/0223A-9		B233780.09		Sample Not Analyzed per COC	
2007/0223A-10	Layer 1	B233780.10A	Gray	1'x1' Floor Tile	None Detected
	Layer 2	B233780.10A	White	Caulking	None Detected
	Layer 1	B233780.10B	Yellow,Clear	Mastic	None Detected
	Layer 2	B233780.10B	Black	Mastic	None Detected
	Layer 3	B233780.10B	Gray	Leveling Compound	None Detected
2007/0223A-11		B233780.11A	Gray	1'x1' Floor Tile	None Detected
	Layer 1	B233780.11B	Yellow,Clear	Mastic	None Detected
	Layer 2	B233780.11B	Black	Mastic	None Detected



CEI

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Midwest Environmental Consulting, L.L.C.
125 Railroad Avenue SW
Mora, MN 55051

Lab Code: B233780
Date Received: 02-16-23
Date Analyzed: 02-21-23
Date Reported: 02-21-23

Project: 311-6th St SW, Willmar, MN, 2007 / 0223A

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS		ASBESTOS %
			Fibrous	Non-Fibrous	
2007/0223A -1 B233780.01A	1'x1' Floor Tile	Homogeneous Gray, Spotted Non-fibrous Tightly Bound		100% Vinyl	None Detected
B233780.01B	Mastic	Homogeneous Tan Non-fibrous Bound		100% Mastic	None Detected
2007/0223A -2 B233780.02A	1'x1' Floor Tile	Homogeneous Gray, Spotted Non-fibrous Tightly Bound		100% Vinyl	None Detected
B233780.02B	Mastic	Homogeneous Tan Non-fibrous Bound		100% Mastic	None Detected
2007/0223A -3 B233780.03A	Base Cove	Homogeneous Gray Non-fibrous Tightly Bound		100% Vinyl	None Detected
B233780.03B	Mastic	Homogeneous Tan Non-fibrous Bound		100% Mastic	None Detected
2007/0223A -4 B233780.04A	Base Cove	Homogeneous Gray Non-fibrous Tightly Bound		100% Vinyl	None Detected



CEI

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Midwest Environmental Consulting, L.L.C.
125 Railroad Avenue SW
Mora, MN 55051

Lab Code: B233780
Date Received: 02-16-23
Date Analyzed: 02-21-23
Date Reported: 02-21-23

Project: 311-6th St SW, Willmar, MN, 2007 / 0223A

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS			ASBESTOS %	
			Fibrous		Non-Fibrous		
Layer 1 B233780.10B	Mastic	Homogeneous Yellow, Clear Non-fibrous Bound		100%	Mastic	None Detected	
Layer 2 B233780.10B	Mastic	Homogeneous Black Non-fibrous Bound		75% 25%	Tar Mastic	None Detected	
Layer 3 B233780.10B	Leveling Compound	Homogeneous Gray Fibrous Bound	5%	Cellulose	85% 10%	Binder Silicates	None Detected
2007/0223A -11 B233780.11A	1'x1' Floor Tile	Homogeneous Gray Non-fibrous Tightly Bound		100%	Vinyl	None Detected	
Layer 1 B233780.11B	Mastic	Homogeneous Yellow, Clear Non-fibrous Bound		100%	Mastic	None Detected	
Layer 2 B233780.11B	Mastic	Homogeneous Black Non-fibrous Bound		75% 25%	Tar Mastic	None Detected	



CEI

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

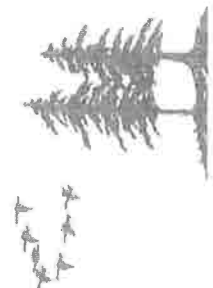
Client: Midwest Environmental Consulting, L.L.C.
125 Railroad Avenue SW
Mora, MN 55051

Lab Code: B233780
Date Received: 02-16-23
Date Analyzed: 02-21-23
Date Reported: 02-21-23

Project: 311-6th St SW, Willmar, MN, 2007 / 0223A

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous		Non-Fibrous		
B233780.04B	Mastic	Homogeneous Tan Non-fibrous Bound	100%	Mastic			None Detected
2007/0223A -5 B233780.05	2'x2' Ceiling Tile	Heterogeneous White,Beige Fibrous Loosely Bound	65% 15%	Cellulose Fiberglass	15% 5%	Perlite Paint	None Detected
2007/0223A -6 B233780.06	2'x2' Ceiling Tile	Heterogeneous White,Beige Fibrous Loosely Bound	65% 15%	Cellulose Fiberglass	15% 5%	Perlite Paint	None Detected
2007/0223A -7 B233780.07	2'x2' Ceiling Tile	Heterogeneous White,Beige Fibrous Loosely Bound	65% 15%	Cellulose Fiberglass	15% 5%	Perlite Paint	None Detected
2007/0223A -8 B233780.08	Panel Mastic	Homogeneous Black Non-fibrous Bound	2%	Cellulose	95%	Mastic	3% Chrysotile
2007/0223A -9 B233780.09	Sample Not Analyzed per COC						
2007/0223A -10 Layer 1 B233780.10A	1'x1' Floor Tile	Homogeneous Gray Non-fibrous Tightly Bound	100%	Vinyl			None Detected
Layer 2 B233780.10A	Caulking	Homogeneous White Non-fibrous Bound	100%	Caulk			None Detected



Midwest Environmental Consulting, L.L.C.

125 Railroad Avenue SW • Mora, MN 55051

763-691-0111 / 320-679-4054

Fax: 763-691-0145 / 320-679-4442

Client Address:

Contact: Greg Wyer

CHAIN OF CUSTODY

Project Number: 2807/C2234

Client: City of Willmar

Project 31-6th St Sue Willmar, MN

Phone/Fax:

Sample ID	Sample Description	Collection Date/Time	Matrix (Vol./Area)	Analysis Requested
2007/0223A-1	2016 1st Flr 5 new windows Training Rm Floor tile + material Observation Rm 2016	02/14/8 8:00 AM	1,008 ft ²	PLM Asbestos
2	1st Flr + material grey coated Training Rm 2016		540 ft ²	
3	Base coating + material grey Observation Rm 2016			
4	Base coating grey material Base coating grey material			
5	Training Rm 2nd ceiling Ice drop		1,008 ft ²	
6	" " " "			
7	Observation room 2nd ceiling Ice drop		540 ft ²	
8	3rd Floor - Rm 308 Pend. Wash. Blk		Through out 308	
9	" " " " " "			
10	1st Floor Material: Black Material: Grey Material: Grey		1,041 ft ²	
11	1st Floor Material: Black Material: Grey	9:00 AM		
				EUROFINS CCL, INC SAMPLES ACCEPTED
				BWB

Sampled by: Blair Givins Date: 02/14/23 Time: 8:00 a.m.
Delivered by: Red Box Date: 02/15/23 Time: _____

Received by: _____ Date: _____ Time: _____
Delivered by: _____ Date: _____ Time: _____

Received by Lab: BWB Date: 2/16/23 Time: 10:50 Disposition of Samples:

Notes: Note 1/41 Grey 4/14
Homozygous A1, A2, A10/A11
Analyze until positive
Homozygous (A1, A2) (A10, A11)
Please analyze @ 3 day turnaround (A3, A4)
Mosaic different
(A5, A6, A7)
(A8, A9)
CF and Kt in fall 2015
3 20029 81677765 7018

LEGEND: Non-Anth = Non-Asbestiform Anthophyllite
Non-Trem = Non-Asbestiform Tremolite
Calc Carb = Calcium Carbonate

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

REPORTING LIMIT: <1% by visual estimation

REPORTING LIMIT FOR POINT COUNTS: 0.25% by 400 Points or 0.1% by 1,000 Points

REGULATORY LIMIT: >1% by weight

Due to the limitations of the EPA 600 method, nonfriable organically bound materials (NOBs) such as vinyl floor tiles can be difficult to analyze via polarized light microscopy (PLM). EPA recommends that all NOBs analyzed by PLM, and found not to contain asbestos, be further analyzed by Transmission Electron Microscopy (TEM). Please note that PLM analysis of dust and soil samples for asbestos is not covered under NVLAP accreditation. *Estimated measurement of uncertainty is available on request.*

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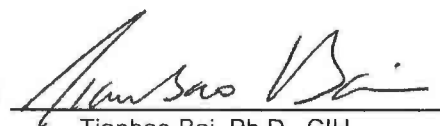
Information provided by customer includes customer sample ID and sample description.

ANALYST:



Miguel Angel Maysonet

APPROVED BY:



Tianbao Bai, Ph.D., CIH
Laboratory Director



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CustomerPO:

ProjectID:

Attn: **Greg Myers**
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125 Railroad Ave SW
Mora, MN 55051

Phone: (763) 691-0111
 Fax: (763) 691-0145
 Received: 2/15/2023 12:07 PM
 Collected: 2/14/2023

Project: 2007/0223A - 311 - 6th St. SW, Willmar, MN

Test Report: Lead in Dust by Flame AAS (SW 846 3050B/7000B)*

<i>Client Sample Description</i>	<i>Collected</i>	<i>Analyzed</i>	<i>Area Sampled</i>	<i>RDL</i>	<i>Lead Concentration</i>
2007/0223A-W1 352301272-0001	2/14/2023	2/16/2023	1 ft ² Site: Firing Range Floor Side C Adj Stop Block	500 µg/ft ²	9200 µg/ft ²
2007/0223A-W2 352301272-0002	2/14/2023	2/16/2023	1 ft ² Site: Firing Range Floor Middle adj bench Rest	500 µg/ft ²	12000 µg/ft ²
2007/0223A-W3 352301272-0003	2/14/2023	2/16/2023	102 in ² Site: Firing Range Bench Rest 5	350 µg/ft ²	2400 µg/ft ²
2007/0223A-W4 352301272-0004	2/14/2023	2/16/2023	143.5 in ² Site: Firing Range Side B Noise buffer wall	250 µg/ft ²	1800 µg/ft ²
2007/0223A-W5 352301272-0005	2/14/2023	2/16/2023	1 ft ² Site: Firing Range Observation Rm Side C adj door range	10 µg/ft ²	210 µg/ft ²
2007/0223A-W6 352301272-0006	2/14/2023	2/16/2023	1 ft ² Site: Firing Range Observation Room Top of Ceiling tile adj cold Air return	10 µg/ft ²	320 µg/ft ²
2007/0223A-W7 352301272-0007	2/14/2023	2/16/2023	96 in ² Site: Firing Range Top of Target retriever Box #7	1500 µg/ft ²	51000 µg/ft ²
2007/0223A-W8 352301272-0008	2/14/2023	2/16/2023	1 ft ² Site: Safe Floor Side F, East of Door	500 µg/ft ²	3800 µg/ft ²
2007/0223A-W9 352301272-0009	2/14/2023	2/16/2023	1 ft ² Site: Training Rm Side C Floor adj door to Observation Rm	10 µg/ft ²	160 µg/ft ²
2007/0223A-W10 352301272-0010	2/14/2023	2/16/2023	1 ft ² Site: Training Rm above ceiling tile center Room area	10 µg/ft ²	40 µg/ft ²
2007/0223A-W11 352301272-0011	2/14/2023	2/16/2023	1 ft ² Site: Basement Hall Floor adj entry door to Training Rm	10 µg/ft ²	36 µg/ft ²

Rachel Travis, Laboratory Manager
 or other approved signatory

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Test Report PB w/RDL-2.0.0.0 Printed: 2/17/2023 4:39:41 PM

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<i>Client Sample Description</i>	<i>Collected</i>	<i>Analyzed</i>	<i>Area Sampled</i>	<i>RDL</i>	<i>Lead Concentration</i>
2007/0223A-W12 352301272-0012	2/14/2023	2/16/2023	1 ft ² Site: Basement Women's Bath Floor Side B adj Right Sink	10 µg/ft ²	52 µg/ft ²
2007/0223A-W13 352301272-0013	2/14/2023	2/16/2023	1 ft ² Site: Basement Men's Bath Floor Side B adj Right Sink	10 µg/ft ²	48 µg/ft ²
2007/0223A-W14 352301272-0014	2/14/2023	2/16/2023	1 ft ² Site: Art's + Craft's HEPA Fan Rm Floor Side D adj column	10 µg/ft ²	29 µg/ft ²
2007/0223A-W15 352301272-0015	2/14/2023	2/16/2023	36 in ² Site: Art's + Craft's HEPA Fan Units Center Duct/Fan Middle area Top	1000 µg/ft ²	2500 µg/ft ²
2007/0223A-W16 352301272-0016	2/14/2023	2/16/2023	1 ft ² Site: Center Stair Half landing floor middle	10 µg/ft ²	40 µg/ft ²
2007/0223A-W17 352301272-0017	2/14/2023	2/16/2023	1 ft ² Site: Old indoor playground Side A adj entry door	10 µg/ft ²	12 µg/ft ²
2007/0223A-W18 352301272-0018	2/14/2023	2/16/2023	1 ft ² Site: Old indoor playground Electric Rm/Storage Side A left	10 µg/ft ²	420 µg/ft ²
2007/0223A-W19 352301272-0019	2/14/2023	2/16/2023	1 ft ² Site: Old playground indoor Rm Side D by electrical Box	10 µg/ft ²	140 µg/ft ²
2007/0223A-W20 352301272-0020	2/14/2023	2/16/2023	1 ft ² Site: Floor Side D adj door	10 µg/ft ²	<10 µg/ft ²
2007/0223A-W21 352301272-0021	2/14/2023	2/16/2023	36 in ² Site: Old indoor playground Rm Side D area Top of duct adj cold air return	40 µg/ft ²	490 µg/ft ²
2007/0223A-W22 352301272-0022	2/14/2023	2/16/2023	1 ft ² Site: Weight Rm Side D Floor adj entry door	10 µg/ft ²	110 µg/ft ²

Rachel Travis, Laboratory Manager
or other approved signatory

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<i>Client SampleDescription</i>	<i>Collected</i>	<i>Analyzed</i>	<i>Area Sampled</i>	<i>RDL</i>	<i>Lead Concentration</i>
2007/0223A-W23 352301272-0023	2/14/2023	2/16/2023	1 ft ² Site: Basement East Hall Side C Floor adj custodial closet	10 µg/ft ²	23 µg/ft ²
2007/0223A-W24 352301272-0024	2/14/2023	2/16/2023	1 ft ² Site: Men's Locker Rm Side A Floor Hall door	10 µg/ft ²	<10 µg/ft ²
2007/0223A-W25 352301272-0025	2/14/2023	2/16/2023	1 ft ² Site: Women's Locker RM Side C Floor adj Bench	10 µg/ft ²	31 µg/ft ²
2007/0223A-W26 352301272-0026	2/14/2023	2/16/2023	1 ft ² Site: NE Stairwell First Floor landing Side B Floor	10 µg/ft ²	22 µg/ft ²
2007/0223A-W27 352301272-0027	2/14/2023	2/16/2023	1 ft ² Site: SE Stair half/landing Side D Floor	10 µg/ft ²	86 µg/ft ²
2007/0223A-W28 352301272-0028	2/14/2023	2/16/2023	36 in ² Site: Men's locker Rm Top of Locker center bank	40 µg/ft ²	790 µg/ft ²
2007/0223A-W29 352301272-0029	2/14/2023	2/16/2023	1 ft ² Site: Lobby Side A Floor adj entry door	10 µg/ft ²	17 µg/ft ²
2007/0223A-W30 352301272-0030	2/14/2023	2/16/2023	1 ft ² Site: Memorial Rm Side A Floor under window left	10 µg/ft ²	<10 µg/ft ²
2007/0223A-W31 352301272-0031	2/14/2023	2/16/2023	36 in ² Site: Memorial Rm Side A stool left	40 µg/ft ²	<40 µg/ft ²
2007/0223A-W32 352301272-0032	2/14/2023	2/16/2023	1 ft ² Site: Gym Side A adj cold air return	10 µg/ft ²	<10 µg/ft ²
2007/0223A-W33 352301272-0033	2/14/2023	2/16/2023	1 ft ² Site: Gym Side D Floor adj exit SW door	10 µg/ft ²	<10 µg/ft ²

Rachel Travis, Laboratory Manager
 or other approved signatory

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2007/0223A-W34 352301272-0034	2/14/2023	2/16/2023	1 ft ² Site: East storeroom Floor Side A adj door to west store rm	10 µg/ft ²	38 µg/ft ²
2007/0223A-W35 352301272-0035	2/14/2023	2/16/2023	1 ft ² Site: 1st floor Womens Bath Side B Floor adj sink	10 µg/ft ²	<10 µg/ft ²
2007/0223A-W36 352301272-0036	2/14/2023	2/16/2023	1 ft ² Site: 1st Floor Mens Bath Side C Floor adj entry door	10 µg/ft ²	<10 µg/ft ²
2007/0223A-W37 352301272-0037	2/14/2023	2/16/2023	1 ft ² Site: Kick Box Rm Side D Floor adj entry door	10 µg/ft ²	24 µg/ft ²
2007/0223A-W38 352301272-0038	2/14/2023	2/16/2023	1 ft ² Site: Kick Box Storage Rm N Side D adj door	10 µg/ft ²	12 µg/ft ²
2007/0223A-W39 352301272-0039	2/14/2023	2/16/2023	36 in ² Site: Gym Side B center window stool	40 µg/ft ²	54 µg/ft ²
2007/0223A-W40 352301272-0040	2/14/2023	2/16/2023	1 ft ² Site: 1st Floor of file Side C Floor adj door	10 µg/ft ²	<10 µg/ft ²
2007/0223A-W41 352301272-0041	2/14/2023	2/17/2023	36 in ² Site: Kick Boxing Storage Rm window stool right	40 µg/ft ²	230 µg/ft ²
2007/0223A-W42 352301272-0042	2/14/2023	2/17/2023	1 ft ² Site: Arts/Craft Rm Air Handler Whole Building After Filter	10 µg/ft ²	140 µg/ft ²
2007/0223A-W43 352301272-0043	2/14/2023	2/17/2023	1 ft ² Site: Arts & Craft Rm Air Handler observation + Train Rm after filter	10 µg/ft ²	32 µg/ft ²
2007/0223A-W44 352301272-0044	2/14/2023	2/17/2023	1 ft ² Site: Old indoor playground Air Bank handler for gun range 2nd after Hepas	10 µg/ft ²	140 µg/ft ²

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2007/0223A-W45 352301272-0045	2/14/2023	2/17/2023	36 in ² Site: Main stair 1 1/2 level Side A stool	40 µg/ft ²	69 µg/ft ²
2007/0223A-W46 352301272-0046	2/14/2023	2/17/2023	1 ft ² Site: Rm 201 Carpet Side B Floor Side B Right under window	10 µg/ft ²	<10 µg/ft ²
2007/0223A-W47 352301272-0047	2/14/2023	2/17/2023	36 in ² Site: Rm 201 Side B window stool right	40 µg/ft ²	42 µg/ft ²
2007/0223A-W48 352301272-0048	2/14/2023	2/17/2023	1 ft ² Site: Rm 204 Side A Floor under window Right	10 µg/ft ²	450 µg/ft ²
2007/0223A-W49 352301272-0049	2/14/2023	2/17/2023	36 in ² Site: Rm 204 Side A Stool right	40 µg/ft ²	<40 µg/ft ²
2007/0223A-W50 352301272-0050	2/14/2023	2/17/2023	1 ft ² Site: Rm 211 Side D Floor under Window	10 µg/ft ²	94 µg/ft ²
2007/0223A-W51 352301272-0051	2/14/2023	2/17/2023	36 in ² Site: Rm 211 Side D Stool	40 µg/ft ²	140 µg/ft ²
2007/0223A-W52 352301272-0052	2/14/2023	2/17/2023	1 ft ² Site: Rm 208 Side A Floor under Window left	10 µg/ft ²	1100 µg/ft ²
2007/0223A-W53 352301272-0053	2/14/2023	2/17/2023	36 in ² Site: Rm 208 Side A Stool left	40 µg/ft ²	85 µg/ft ²
2007/0223A-W54 352301272-0054	2/14/2023	2/17/2023	1 ft ² Site: Gym Balcony Southwest end	10 µg/ft ²	26 µg/ft ²
2007/0223A-W55 352301272-0055	2/14/2023	2/17/2023	1 ft ² Site: Gym Balcony Northeast adj steps	10 µg/ft ²	37 µg/ft ²

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2007/0223A-W56 352301272-0056	2/14/2023	2/17/2023	36 in ² Site: Gym Balcony North window stool right	40 µg/ft ²	440 µg/ft ²
2007/0223A-W57 352301272-0057	2/14/2023	2/17/2023	1 ft ² Site: 2nd Floor Hall Floor Side C adj long storage Rm	10 µg/ft ²	38 µg/ft ²
2007/0223A-W58 352301272-0058	2/14/2023	2/17/2023	1 ft ² Site: 2nd Floor Rm 214 Side B Floor under window left	10 µg/ft ²	200 µg/ft ²
2007/0223A-W59 352301272-0059	2/14/2023	2/17/2023	36 in ² Site: 2nd Floor Rm 214 Window stool left	40 µg/ft ²	220 µg/ft ²
2007/0223A-W60 352301272-0060	2/14/2023	2/17/2023	1 ft ² Site: Rm 217 Side C Floor under window	10 µg/ft ²	<10 µg/ft ²
2007/0223A-W61 352301272-0061	2/14/2023	2/17/2023	1 ft ² Site: Rm 215 Bath Side D Floor under window left	10 µg/ft ²	100 µg/ft ²
2007/0223A-W62 352301272-0062	2/14/2023	2/17/2023	36 in ² Site: Rm 215 Side D stool left	40 µg/ft ²	250 µg/ft ²
2007/0223A-W63 352301272-0063	2/14/2023	2/17/2023	36 in ² Site: Stairwell SE 2nd Floor window stool	40 µg/ft ²	<40 µg/ft ²
2007/0223A-W64 352301272-0064	2/14/2023	2/17/2023	1 ft ² Site: 3rd Floor Rm 301 Side A Floor under window	250 µg/ft ²	980 µg/ft ²
2007/0223A-W65 352301272-0065	2/14/2023	2/17/2023	36 in ² Site: Rm 301 Side A window stool	40 µg/ft ²	190 µg/ft ²
2007/0223A-W66 352301272-0066	2/14/2023	2/17/2023	1 ft ² Site: Rm 302/303 Floor Side B under window left	250 µg/ft ²	930 µg/ft ²

Rachel Travis, Laboratory Manager
or other approved signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted.

* Analysis following Lead in Dust by EMSL SOP/Determination of Environmental Lead by FLAA. Reporting limit is 10 µg/wipe. Ug/wipe = µg/ft² x area sampled in ft². Unless noted, results in this report are not blank corrected. The lab is not responsible for data reported in µg/ft² which is dependent upon the area provided by non-lab personnel. "<" (less than) result signifies that the analyte was not detected at or above the reporting limit. Measurement of uncertainty is available upon request. Definitions of modifications are available upon request.

Samples analyzed by EMSL Analytical, Inc. New Hope, MN AIHA LAP, LLC-EMLAP Accredited #101103

Initial report from 02/17/2023 16:39:41

**EMSL Analytical, Inc.**

3410 Winnetka Avenue North, New Hope, MN 55427

Phone/Fax: (763) 449-4922 / (763) 449-4924

<http://www.EMSL.com>minneapolislab@emsl.com

EMSL Order: 352301272

CustomerID: MIDW56

CustomerPO:

ProjectID:

Attn: **Greg Myers**
Midwest Environmental Consulting, L.L.C.
125 Railroad Ave SW
Mora, MN 55051

Phone: (763) 691-0111
 Fax: (763) 691-0145
 Received: 2/15/2023 12:07 PM
 Collected: 2/14/2023

Project: 2007/0223A - 311 - 6th St. SW, Willmar, MN

Test Report: Lead in Dust by Flame AAS (SW 846 3050B/7000B)*

<i>Client Sample Description</i>	<i>Collected</i>	<i>Analyzed</i>	<i>Area Sampled</i>	<i>RDL</i>	<i>Lead Concentration</i>
2007/0223A-W67 352301272-0067	2/14/2023	2/17/2023	36 in ² Site: Rm 304 303 Window stool left	40 µg/ft ²	84 µg/ft ²
2007/0223A-W68 352301272-0068	2/14/2023	2/17/2023	1 ft ² Site: 2nd Floor Hall adj 301 and stair Floor Side A	10 µg/ft ²	240 µg/ft ²
2007/0223A-W69 352301272-0069	2/14/2023	2/17/2023	1 ft ² Site: Employee lounge Rm 309 center Floor Side C	10 µg/ft ²	99 µg/ft ²
2007/0223A-W70 352301272-0070	2/14/2023	2/17/2023	1 ft ² Site: Rm 306 Side A Floor center concrete	10 µg/ft ²	310 µg/ft ²
2007/0223A-W71 352301272-0071	2/14/2023	2/17/2023	1 ft ² Site: Rm 307 Side D Floor under window left	10 µg/ft ²	200 µg/ft ²
2007/0223A-W72 352301272-0072	2/14/2023	2/17/2023	36 in ² Site: Room 307 window stool left	40 µg/ft ²	200 µg/ft ²
2007/0223A-W73 352301272-0073	2/14/2023	2/17/2023	1 ft ² Site: Rm 308 Side A Floor	10 µg/ft ²	410 µg/ft ²
2007/0223A-W74 352301272-0074	2/14/2023	2/17/2023	1 ft ² Site: Rm 309 Side A+B Floor	10 µg/ft ²	87 µg/ft ²
2007/0223A-W75 352301272-0075	2/14/2023	2/17/2023	36 in ² Site: Rm 309 Side A stool right	40 µg/ft ²	280 µg/ft ²
2007/0223A-W76 352301272-0076	2/14/2023	2/17/2023	1 ft ² Site: North Stairwell 2nd Floor Side B stool	10 µg/ft ²	18 µg/ft ²
2007/0223A-W77 352301272-0077	2/14/2023	2/17/2023	1 ft ² Site: 3rd Floor Rm 310 Side B Floor under window left	10 µg/ft ²	110 µg/ft ²

Rachel Travis, Laboratory Manager
 or other approved signatory

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Samples analyzed by EMSL Analytical, Inc. New Hope, MN AIHA LAP, LLC-EMLAP Accredited #101103

Initial report from 02/17/2023 16:39:41

Test Report PB w/RDL-2.0.0.0 Printed: 2/17/2023 4:39:41 PM

Page 7 of 8

**EMSL Analytical, Inc.**

3410 Winnetka Avenue North, New Hope, MN 55427

Phone/Fax: (763) 449-4922 / (763) 449-4924

<http://www.EMSL.com>minneapolislab@emsl.com

EMSL Order: 352301272

CustomerID: MIDW56

CustomerPO:

ProjectID:

Attn: **Greg Myers**
Midwest Environmental Consulting, L.L.C.
125 Railroad Ave SW
Mora, MN 55051

Phone: (763) 691-0111
Fax: (763) 691-0145
Received: 2/15/2023 12:07 PM
Collected: 2/14/2023

Project: 2007/0223A - 311 - 6th St. SW, Willmar, MN

Test Report: Lead in Dust by Flame AAS (SW 846 3050B/7000B)*

<i>Client Sample Description</i>	<i>Collected</i>	<i>Analyzed</i>	<i>Area Sampled</i>	<i>RDL</i>	<i>Lead Concentration</i>
2007/0223A-W78 352301272-0078	2/14/2023	2/17/2023	36 in ² Site: 3rd Floor Rm 310 window stool left	40 µg/ft ²	120 µg/ft ²
2007/0223A-W79 352301272-0079	2/14/2023	2/17/2023	1 ft ² Site: Attic NE Top Side of cell system	250 µg/ft ²	1300 µg/ft ²
2007/0223A-W80 352301272-0080	2/14/2023	2/17/2023	1 ft ² Site: 3rd Floor Rec Rm Side B Floor adj storage	10 µg/ft ²	<10 µg/ft ²
2007/0223A-W81 352301272-0081	2/14/2023	2/16/2023	1 ft ² Site: 3rd Floor Rm 312 Side D Floor	250 µg/ft ²	760 µg/ft ²
2007/0223A-W82 352301272-0082	2/14/2023	2/16/2023	36 in ² Site: 3rd Floor Rm 312 Side D Stool left	40 µg/ft ²	47 µg/ft ²
2007/0223A-W83 352301272-0083	2/14/2023	2/16/2023	1 ft ² Site: Area under stage Side A Floor	250 µg/ft ²	920 µg/ft ²
2007/0223A-W84 352301272-0084	2/14/2023	2/16/2023	1 ft ² Site: Rm 401 Side A Floor adj closet	10 µg/ft ²	<10 µg/ft ²

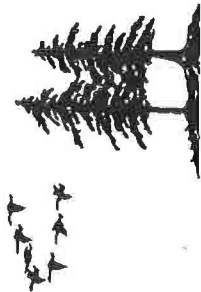
Rachel Travis, Laboratory Manager
or other approved signatory

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Samples analyzed by EMSL Analytical, Inc. New Hope, MN AIHA LAP, LLC-EMLAP Accredited #101103

Initial report from 02/17/2023 16:39:41



Midwest Environmental Consulting, L.L.C.

125 Railroad Avenue SW • Mora, MN 55051

763-691-0111 / 320-679-4054

Fax: 763-691-0145 / 320-679-4442

Client Address:

Contact: Greg Nyce

CHAIN OF CUSTODY

Project Number: 2007/0223A

Client: City of Willmar

Project: 311 - 6th St. SW, Willmar, MN

Phone/Fax:

Sample ID	Sample Description	Collection Date/Time	Matrix (Vol./Area)	Analysis Requested
2007/0223A W1	Firing Range Floor Side C ^{Adj} Stop Block	02/14/23 8:00 AM	1 ft ²	Phy. / ft ²
W2	Firing Range Floor ^{Middle bench Adj}		1 ft ²	
W3	Firing Range Bench Adj 5		6" x 12"	
W4	Firing range Side B wall ^{noise buffer}		7" x 20 1/2"	
W5	Firing Range Observation Room ^{Side C 40} adj door		1 ft ²	
W6	Firing Range Observation Room ^{Top of ceiling} to ceiling		1 ft ²	
W7	Firing Range Observation Room ^{Target retrieval} to target retrieval		8" x 12"	
W8	Safe Floor Side D, East of door		1 ft ²	
W9	Training Room Side C, Floor to ceiling ^{adj door} above ceiling		1 ft ²	
W10	Training Room ^{Center-Room area}		1 ft ²	
W11	Basement Hall ^{adj door} to Training Room		1 ft ²	
W12	Basement ^{adj door} to Training Room		1 ft ²	
W13	Women's Bath Floor Side B ^{adj sink} to sink		1 ft ²	
W14	Basement ^{adj door} to Women's Bath		1 ft ²	
W15	Men's Bath Floor Side D ^{adj sink} to sink		1 ft ²	
W16	Anti + Transfer Room ^{adj door} to Men's Bath		1 ft ²	
W17	Floor Side D ^{adj column}		1 ft ²	

Sampled by: Greg Nyce Date: 02/14/23 Time: 8:00 AM Delivered by: Greg Nyce Date: 02/15/23 Time: 12:07 PM

Received by: _____ Date: _____ Time: _____

Received by Lab: MDR Date: 2/15/23 Time: 12:07

Notes: Required Field Blanks included only ASTM used

Please analyze @ 4 day turnaround



Midwest Environmental Consulting, L.L.C.

125 Railroad Avenue SW • Mora, MN 55051

763-691-0111 / 320-679-4054

Fax: 763-691-0145 / 320-679-4442

Client Address:

Contact: Greg Myers

CHAIN OF CUSTODY

Project Number: 2007/0223A

Client: City of Willmar

Project: 311-6th St SW, Willmar, MN

Phone/Fax:

Sample ID	Sample Description	Collection Date/Time	Matrix (Vol./Area)	Analysis Requested
2007/0223A-W15	Ants Nest RM HEAVY FURNITURE	02/14/23	2' x 10' 11"	Pb pg/cf ²
W16	Center Stair		1 cf ²	
W17	Hall landing floor middle		1 cf ²	
W18	Old indoor play ground		1 cf ²	
W19	Old indoor play ground		1 cf ²	
W20	Old indoor play ground		1 cf ²	
W21	Old indoor play ground		1 cf ²	
W22	Old indoor play ground		1 cf ²	
W23	Old indoor play ground		1 cf ²	
W24	Old indoor play ground		1 cf ²	
W25	Old indoor play ground		1 cf ²	
W26	Old indoor play ground		1 cf ²	
W27	Old indoor play ground		1 cf ²	
W28	Old indoor play ground		1 cf ²	

Sampled by: Greg Myers Date: 02/14/23 Time: 8:00 AM Delivered by: Greg Myers Date: 02/15/23 Time: 12:07 PM

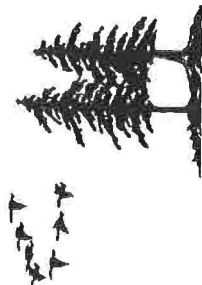
Received by: MJE Date: 2/15/23 Time: 12:07 Disposition of Samples: only ASTM wipes

Received by Lab: MJE Date: 2/15/23 Time: 12:07 Notes: Acquired field blank included

Notes: Please analyze @ 4 day turnaround

Order ID: 352301272

Page 485 of 497



Midwest Environmental Consulting, L.L.C.

125 Railroad Avenue SW • Mora, MN 55051

763-691-0111 / 320-679-4054

Fax: 763-691-0145 / 320-679-4442

Client Address: _____

Contact: Greg Myers

CHAIN OF CUSTODY

Project Number: 2007/0223A

Client: City of Willmar

Project: 311-64MGT SW, willmar, MN

Phone/Fax: _____

Sample ID	Sample Description	Collection Date/Time	Matrix (Vol./Area)	Analysis Requested
2007/0223A-029	Lobby - Side A Floor - adj. entry door	02/14/23	1 ft ²	Plb ug / ft ²
W30	Memorial Rm Side A Floor - window		1 ft ²	
W31	Memorial Rm Side A stool left		2' x 18"	
W32	Gym, Side A adj. cold return		1 ft ²	
W33	Gym, Seated Floor - adj. SW corner		1 ft ²	
W34	East Shore room - adj. door to west door		1 ft ²	
W35	Women's Bath Side B Floor - adj. sink		1 ft ²	
W36	1st Floor - Dressing Room - Floor - adj. entry		1 ft ²	
W37	Kick Box Rm - Entry D, Floor - adj. SW corner		1 ft ²	
W38	Kick Box Storage Rm - Side A door		1 ft ²	
W39	Gym, Side B center window stool		2' x 18"	
W40	1st Floor - Office - Side A Floor - adj. SW corner		1 ft ²	
W41	Rock Boring Store Rm - window stool right		2' x 18"	
W42	Arts/Construction - Rm - Floor - adj. SW corner		1 ft ²	

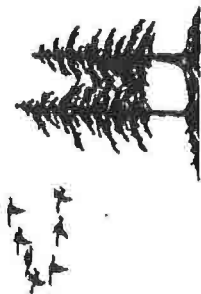
Sampled by: Greg Myers Date: 02/14/23 Time: 8:00 AM Delivered by: Greg Myers Date: 02/15/23 Time: 12:07A

Received by: _____ Date: _____ Time: _____ Delivered by: _____ Date: _____ Time: _____

Received by Lab: MDE Date: 12/15/23 Time: 12:07 Disposition of Samples: _____

Notes: Required Field Blank(s) included only ASTM wipe used

Please analyze @ 4 day turnaround



Midwest Environmental Consulting, L.L.C.

125 Railroad Avenue SW • Mora, MN 55051

763-691-0111 / 320-679-4054

Fax: 763-691-0145 / 320-679-4442

Client Address:

Contact: Greg Meyer

CHAIN OF CUSTODY

Project Number: 2007/0223A

Client: City of Willmar

Project: 311-6 Wgt SW, Willmar, MN

Phone/Fax:

352301272 Page 4 of 6

Sample ID	Sample Description	Collection Date/Time	Matrix (Vol./Area)	Analysis Requested
2007/0223A-W41	Artificially Contaminated Air Handler in vicinity of Town Room at City Hall	02/14/23	1 ft ²	Phenol/ft ²
W44	Indoor playground area - blank handker for glove change station		1 ft ²	
W45	Main stair 1/2 level Stair A stool		2" x 18"	
W46	Rm 201 Corridor - under window Stair B, Floor, Stair B Right		1 ft ²	
W47	Rm 201 Stair B window stool right		2" x 18"	
W48	Rm 201 Stair A Floor under window Right		1 ft ²	
W49	Rm 204 Stair A stool right		2" x 18"	
W50	Rm 211 Stair B Floor under window		1 ft ²	
W51	Rm 211 Stair A stool		2" x 18"	
W52	Rm 208 Stair A Floor under window left		1 ft ²	
W53	Rm 208 Stair A stool left		2" x 18"	
W54	Gym Bulcony south west end		1 ft ²	
W55	Gym Bulcony north west end adjacent		1 ft ²	
W56	Gym Bulcony north stool right window		2" x 18"	

Sampled by: Greg Meyer Date: 02/14/23 Time: 8:00 AM Delivered by: Greg Meyer Date: 02/15/23 Time: 10:30 AM

Received by:

Date: 02/15/23 Time: 12:07

Received by Lab: MDE (EM4-m) Date: 12/15/23 Time: 12:07

Notes:

Disposition of Samples:

Required Field Blanks (S) included only ASTM

Please analyze @ 4 day turnaround

used



Midwest Environmental Consulting, L.L.C.

125 Railroad Avenue SW • Mora, MN 55051

763-691-0111 / 320-679-4054

Fax: 763-691-0145 / 320-679-4442

Client Address: _____

Contact: Gary Meyer

CHAIN OF CUSTODY

Project Number: 2007/0223A

Client: City of Willmar

Project: 311 - 6th St SW, Willmar, MN

Phone/Fax: _____

352301272

Page 5 of 6

Sample ID	Sample Description	Collection Date/Time	Matrix (Vol./Area)	Analysis Requested
2007/0223A W57	2nd Floor Hall cube car. Room	02/14/23	1 ft ²	Phug / ft ²
W58	2nd Floor - Rm 214 side B, Floor under window		1 ft ²	
W59	2nd Floor - Rm 214 window stool left		2'1" x 18"	
W60	Rm 217 Side C, Floor under window		1 ft ²	
W61	Rm 215 Bath Side D, Floor under window left		1 ft ²	
W62	Rm 215 Side D, stool - left		2'1" x 18"	
W63	Stairwell SE 2nd Floor window stool		2'1" x 18"	
W64	3rd Floor Rm 301 side A Floor under window		1 ft ²	
W65	Rm 301 Side A window stool		2'1" x 18"	
W66	Rm 302/303 Floor side B under - left		1 ft ²	
W67	Rm 304/305 window stool left		2'1" x 18"	
W68	3rd Floor Rm 301 side B window stool		1 ft ²	
W69	Employee lounge Floor Side C		1 ft ²	
W70	Rm 306 Side A Floor ceiling cable		1 ft ²	

Sampled by: Regina Meyer Date: 02/14/23 Time: 8:00am Delivered by: Regina Meyer Date: 02/15/23 Time: 2:07

Received by: _____ Date: _____ Time: _____

Received by Lab: MDE Date: 12/15/23 Time: 12:07

Notes:

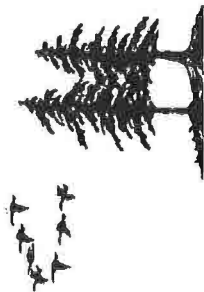
Disposition of Samples:

Regina Meyer

only ASTM

Please analyze @ 4 day turnaround

wipes used



Midwest Environmental Consulting, L.L.C.

125 Railroad Avenue SW • Mora, MN 55051

763-691-0111 / 320-679-4054

Fax: 763-691-0145 / 320-679-4442

Client Address:

Contact: Greg Myers

CHAIN OF CUSTODY

Project Number: 2007/0223A

Client: City of Willmar

Project: 311 + 6th St SW, Willmar, MN

Phone/Fax:

352301272 Page 6 of 6

Sample ID	Sample Description	Collection Date/Time	Matrix (Vol./Area)	Analysis Requested
2007/0223A W1	Rm 307 Side D, Floor under window left	02/14/23	1 ft ²	Plu ug / ft ²
W2	Rm 307 window stool left		2' x 18"	
W3	Rm 308 side A Floor		1 ft ²	
W4	Rm 309 Side A Floor		1 ft ²	
W5	Rm 309 Side A Floor right		2' x 18"	
W6	1st Floor Side B Stool under window		1 ft ²	
W7	Rm 310 Side B Floor left		1 ft ²	
W8	Rm 310 window stool left		2' x 18"	
W9	Attic NE Top end of ceiling		1 ft ²	
W80	3rd Floor Rec Room side B Floor		1 ft ²	
W81	3rd Floor under window		1 ft ²	
W82	Rm 312 Side D Stool left		2' x 18"	
W83	Area under stage side A Floor		1 ft ²	
W84	Rm 313 Side A Floor side A Stool		1 ft ²	

Sampled by: Greg Myers Date: 02/14/23 Time: 8:00am Delivered by: Greg Myers Date: 02/15/23 Time: 12:00 PM

Received by: MDE Date: 12/15/23 Time: 12:07

Received by Lab: MDE Date: 12/15/23 Time: 12:07

Notes:

Disposition of Samples: Requested Field Blank(s) included only ASTM wipes used

Please analyze @ 4 days



City Council Action Request

Council Meeting Date:	May 1, 2023	Agenda Item Number:	10.F.
Agenda Section:	Regular Business	Originating Department:	Planning and Development
Resolution:	No	Prepared By:	Justice Walker, Planning and Development Director
Ordinance:	Yes	Presented By:	Justice Walker, Planning and Development Director
Item:	Introduce Ordinance and Set Public Hearing Date for Rezone		

RECOMMENDED ACTION:

That the Council introduce the ordinance and set a public hearing date for May 15th at 6:30 pm.

OVERVIEW:

Staff received a request to extend a parking lot to 2nd st SE from 1st st SE. This would have required a rezone, but it would have eventually been rezoned back to GB. With the amendment to the General Business district to allow for housing to be built using a conditional use permit, staff does not see the need for R4 in this area.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Olena Ave
2. Screenshot 2023-04-27 071701

ORDINANCE NO.
THE WILLMAR ZONING
ORDINANCE

The City of Willmar does ordain as follows:

SECTION 1. Zoning Change. The Zoning Ordinance and Zoning Map for the City of Willmar are hereby amended to rezone the following property from R4(Medium Density Multi Family Residential) to GB (General Business):

1008 2nd St SE
Lot 3 Block 10
GLARUMS SECOND ADDITION

1014 2nd St SE
Lot 4 Block 10
GLARUMS SECOND ADDITION

1020 2nd St SE
Lot 5 Block 10
GLARUMS SECOND ADDITION

1026 2nd St SE
Lot 6 Block 10
GLARUMS SECOND ADDITION

1100 2nd St SE
Lot 0 Block 0

N.122.5', OF S.943.85', OF E.143', OF
W.326', OF SW1/4 OF SW1/4

1104 2nd St SE
Lot 0 Block 0

N.122.5', OF S.821.35', OF E.143', OF
W.326', OF SW1/4 OF SW1/4

1108 2nd St SE
Lot 0 Block 0

N.122.5', OF S.698.85', OF E.143', OF
W.326'. OF SW1/4 OF SW1/4

1112 2nd St SE
Lot 0 Block 0

**N.122.5', OF S.576.35', OF E.143' OF
W.326' OF SW1/4 OF SW1/4**

1116 2nd St SE
Lot 0 Block 0

**ALL OF THE E.178' OF THE W 361' OF THE N
210' OF S 453.85' OF SW1/4 OF SW1/4, SUB.**

1124 2nd St SE
Lot 0 Block 0

**THE E 178' OF W 361' OF THE S 243.85' OF
SW1/4 OF SW1/4.**

1017 1st St SE
Lot 0 Block 10
GLARUMS SECOND ADDITION

**ALL OF LOT 7, LOT 8 EXC THE W 7' THEREOF &
LOT 9 EXC THE W 6' THEREOF.**

SECTION 2. Effective Date. This Ordinance shall be effective from and after its adoption and second publication.

This Ordinance introduced by Council Member _____

This Ordinance was introduced on: _____

This Ordinance published on: _____

This Ordinance given a hearing on: _____

This Ordinance adopted on: _____

This Ordinance published on: _____

Olena Ave SE

3rd St SE

4th St SE

95-914-2260

95-914-1510

95-914-1440

95-252-0080

11th Ave SE

2nd St SE

14

6th St SE

IND. SCHOOL DIST. #347

95-914-1600

Willmar Ave SE

23



City Council Action Request

Council Meeting Date:	May 1, 2023	Agenda Item Number:	10.G.
Agenda Section:	Regular Business	Originating Department:	Planning and Development
Resolution:	No	Prepared By:	Justice Walker, Planning and Development Director
Ordinance:	No	Presented By:	Justice Walker, Planning and Development Director
Item:	Consider Gilmore Bell for Disclosure Counsel for Hometown Fiber Open Access Fiber Project		

RECOMMENDED ACTION:

Approving Gilmore Bell as disclosure counsel for the bonding of the OAF project

OVERVIEW:

Staff has been working on the contracting for the open access fiber network. We are in the process of putting together a team of solution oriented professionals with experience in municipal internet infrastructure bonding. We've added Laura Lewis of Lewis Young Robertson, and Burningham. Now staff is seeking to bring on Bradley Patterson of Gilmore Bell as disclosure counsel in addition to Laura. Disclosure Counsel puts together a prospectus on the City to provide to rating agencies in the bonding process. Mr. Patterson has worked on numerous municipal owned internet infrastructure bonding deals. Staff has been provided references for Mr. Patterson and will provide feedback from those references to Council.

BUDGETARY/FISCAL ISSUES:

Gilmore Bell will be paid out of the bonding proceeds. The City does not need to allocate additional money for this.

ALTERNATIVES TO CONSIDER:

None

ATTACHMENTS:

None



City of Willmar

City Council Action Request

Council Meeting Date:	May 1, 2023	Agenda Item Number:	12.A.
Agenda Section:	Adjourn to Closed Session	Originating Department:	Administration
Resolution:	No	Prepared By:	Leslie Valiant, City Administrator
Ordinance:	No	Presented By:	Brittany Searle, Administrative Assistant
Item:	Closed Session Under MN Statute 13D.03 Subd.1(b) Labor Negotiations		

RECOMMENDED ACTION:

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

None



City Council Action Request

Council Meeting Date:	May 1, 2023	Agenda Item Number:	13.A.
Agenda Section:	Reconvene From Closed Session	Originating Department:	Administration
Resolution:	Yes	Prepared By:	Kyle Box, City Operations Director
Ordinance:	No	Presented By:	Leslie Valiant, City Administrator
Item:	Consider Approving a Labor Agreement Between the City of Willmar and LELS Unit.		

RECOMMENDED ACTION:

That the Council Approves a Resolution Approving a Labor Agreement Between the City of Willmar and LELS Unit.

OVERVIEW:

The City of Willmar and LELS Unit have tentatively agreed to a new three-year contract, January 1, 2023 - December 31, 2025. The LELS Unit has approved the agreement and is now before the City Council for its consideration.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Resolution LELS Unit Labor Contract 2023-2025 v4

RESOLUTION NO. 2023 -

**APPROVING A LABOR AGREEMENT BETWEEN THE CITY OF WILLMAR
AND LELS UNIT**

Motion By: _____

Second By: _____

WHEREAS, LELS Unit is the exclusive representative for certain City of Willmar employees;

WHEREAS, the current labor agreement between the City and LELS Unit expired on December 31, 2022;

WHEREAS, the City of Willmar and LELS Unit met and negotiated over the terms of the new labor agreement between the parties;

WHEREAS, the parties reached a tentative agreement on the terms of the new labor agreement; and

WHEREAS, the Public Employment Relations Act requires that the City of Willmar execute a labor agreement and implement it in the form of a resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILLMAR, MINNESOTA, AS FOLLOWS:

1. The Labor Agreement and Memorandums of Understanding between the City of Willmar and the LELS Unit for January 1, 2023, through December 31, 2025, are approved.
2. The Mayor and Administrator shall execute the agreement.
3. The City of Willmar shall implement the agreement.

Dated the 1st day of May 2023

Approved:

Mayor

Attested:

City Clerk