	STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES **Division of Facilities Construction and Management**	**DFCM**

STANDARD LOW BID PROJECT – INVITATIONAL
Project Budgets $50,000 - $100,000

April 24, 2007

DEMOLITION OF THE HAFER'S WAREHOUSE

DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL

SALT LAKE CITY, UTAH

DFCM Project Number 05051030

MJSA
357 Pierpont Avenue
Salt Lake City, Utah 84101

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Fairpark Map

Current copies of the following documents are hereby made part of these contract documents by reference. These documents are available on the DFCM web site at http://dfcm.utah.gov or are available upon request from DFCM.

DFCM General Conditions dated May 25, 2005.
DFCM Application and Certification for Payment dated May 25, 2005.

Technical Specifications : dated March 2007
Drawings: dated March 2007

The Agreement and General Conditions dated May 25, 2005 have been updated from versions that were formally adopted and in use prior to this date. The changes made to the General Conditions are identified in a document entitled Revisions to General Conditions that is available on DFCM's web site at http://dfcm.utah.gov

INVITATION TO BID

Only firms that have been invited to submit bids on this project are allowed to bid on this project.

Sealed bids will be received by the Division of Facilities Construction and Management (DFCM) for:

DEMOLITION OF THE HAFER'S WAREHOUSE
DEPARTMENT OF ALCOHLIC BEVERAGE CONTROL – SALT LAKE CITY, UTAH
DFCM PROJECT NO: 05051030

Company	Contact	Fax
Grant MacKay	Bryce Christiansen	972-6410
Impact Construction	Kelly Kim	973-7777
Powell Demolition	Gary Powell	446-7129

Bids will be in accordance with the Contract Documents that will be available on Tuesday, April 24, 2007, and distributed in electronic format only on CDs from DFCM, 4110 State Office Building, Salt Lake City, Utah and on the DFCM web page at http://dfcm.utah.gov. For questions regarding this project, please contact Matthias Mueller, DFCM, at 801-538-3018. No others are to be contacted regarding this bidding process. The construction budget for this project is $100,000.00.

A **mandatory** pre-bid meeting will be held at Hafer's Warehouse – 1563 South 300 West Salt Lake City, Utah on Tuesday, April 24, 2007 at 4:00 PM. All bidders wishing to bid on this project are required to attend this meeting.

Bids will be received until the hour of 2:45 PM on Wednesday, May 2, 2007 at the Wasatch Building at the Utah State Fairpark, approximately 155 North 1000 West, Salt Lake City, Utah. Refer to the map on the DFCM website for directions (http://dfcm.utah.gov/downloads/fairpark_map.pdf). Bids will be opened and read aloud in the Wasatch Building at the Utah State Fairpark. NOTE: Bids must be received at the Wasatch Building at the Utah State Fairpark by the specified time.

A bid bond in the amount of five percent (5%) of the bid amount, made payable to the Division of Facilities Construction and Management on DFCM's bid bond form, shall accompany the bid.

The Division of Facilities Construction and Management reserves the right to reject any or all bids or to waive any formality or technicality in any bid in the interest of DFCM.

DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT
Joanna Fisher, Contract Coordinator
4110 State Office Building, Salt Lake City, Utah 84114

PROJECT DESCRIPTION

The project includes demoltion of the exsiting Hafer's building, site clearing, capping and utility removal, and removing all debris from the site. The intent is to have a clear level graded site free of all structures, associated footings and foundations, site improvements (including but not limited to asphalt, concrete walks, etc.), utilities, and landscape – unless otherwise noted in the contract documents.

The existing Hafer's warehouse appears to have been constructed in the 1970's as a retail/office/warehouse structure. It is approximately 40,000 gross square feet in size, with two floors above grade, no floors below grade, and appears to have a structural system of reinforced steel, wood, and CMU. However, no building structural investigations were conducted and the Owner does not warrant the type of building structural system and will not be responsible for the actual structural system of the building. It is the responsibility of the contractor during the bidding period to perform reasonable inspections of the building and site to determine the actual building and site conditions.

The hazardous materials of the project have been abated. If requested, the contractor may obtain an electronic copy of the *Asbestos And Hazardous Materials Inspection, Survey And Assessment For The Hafer's Warehouse* (dated Sept 5, 2006) from DFCM. However, the survey and assessment document is offered for information puroposes only, is not attached to and a part of the project's contract documents, and is not a warrant of the existing building and site conditions. Again, it is the responsibility of the contractor during the bidding period to perform reasonable inspections of the building and site to determine the actual building and site conditions.

NOTE: The successful contractor shall be responsible to submit a storm water pollution prevention plan and to, obtain, and pay for a General Construction Storm Water Permit from the Utah Department of Environmental Quality (DEQ). Please refer to the following web site to obtain submittal and permitting information: http://www.waterquality.utah.gov/UPDES/stormwatercon.htm

Project Risk Factors

Project risks include, but are not limited to the following:

- Completing the project on-time.
- Providing the project within the established budget.
- Including within the bid, the cost of all required permit fees.
- Protecting the public during construction.
- The quality of the Contractor's team (a qualified project manager and qualified superintendents).
- Staging.
- Undiscovered hazardous materials.
- Dust and noise control.
  Managing construction vehicles.

PROJECT SCHEDULE

PROJECT NAME: **DEMOLITION OF THE HAFER'S WAREHOUSE**
DEPARTMENT OF ALCOLHOLIC BEVERAGE CONTROL
SALT LAKE CITY, UTAH

PROJECT NO. **05051030**

Event	Day	Date	Time	Place
Bidding Documents Available	Tuesday	April 24, 2007	12:00 PM	DFCM 4110 State Office Bldg SLC, UT or DFCM web site *
Mandatory Pre-bid Site Meeting	Tuesday	April 24, 2007	4:00 PM	Hafer's Warehouse 1563 South 300 West Salt Lake City, Utah
Last Day to Submit Questions	Friday	April 27, 2007	4:00 PM	Fax to 801-538-3267 Email mmueller@utah.gov
Addendum Issued Responding to Questions (if needed)	Monday	April 30, 2007	2:00 PM	DFCM web site *
Prime Contractors Turn In Bid and Bid Bond	Wednesday	May 2, 2007	2:45 PM	Wasatch Building Utah State Fairpark Approx 155 North 1000 West Salt Lake City, UT **
Sub-contractor List Due	Thursday	May 3, 2007	2:45 PM	DFCM 4110 State Office Bldg SLC, UT Fax 801-538-3677
Substantial Completion Date		June 15, 2007		

* **NOTE: DFCM's web site address is http://dfcm.utah.gov**

** **Due to the ongoing construction on Capitol Hill and the anticipated shortage of parking during 2007, all bids will be received and opened at the Wasatch Building at the Utah State Fairpark. Refer to map on the DFCM web site for directions (http://dfcm.utah.gov/downloads/fairpark_map.pdf)**

BID FORM

NAME OF BIDDER _____ DATE _____

To the Division of Facilities Construction and Management
4110 State Office Building
Salt Lake City, Utah 84114

The undersigned, responsive to the "Notice to Contractors" and in accordance with the "Instructions to Bidders", in compliance with your invitation for bids for the Demolition of the Hafer's Warehouse – Department of Alcoholic Beverage Control – Salt Lake City, Utah Project No. 05051030 and having examined the Contract Documents and the site of the proposed Work and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of labor, hereby proposes to furnish all labor, materials and supplies as required for the Work in accordance with the Contract Documents as specified and within the time set forth and at the price stated below. This price is to cover all expenses incurred in performing the Work required under the Contract Documents of which this bid is a part:

I/We acknowledge receipt of the following Addenda: _____

For all work shown on the Drawings and described in the Specifications and Contract Documents, I/we agree to perform for the sum of:

_____ DOLLARS ($_____)
(In case of discrepancy, written amount shall govern)

I/We guarantee that the Work will be Substantially Complete by June 15, 2007, should I/we be the successful bidder, and agree to pay liquidated damages in the amount of **$600.00** per day for each day after expiration of the Contract Time as stated in Article 3 of the Contractor's Agreement.

This bid shall be good for 45 days after bid opening.

Enclosed is a 5% bid bond, as required, in the sum of _____

The undersigned Contractor's License Number for Utah is _____.

Upon receipt of notice of award of this bid, the undersigned agrees to execute the contract within ten (10) days, unless a shorter time is specified in the Contract Documents, and deliver acceptable Performance and Payment bonds in the prescribed form in the amount of 100% of the Contract Sum for faithful performance of the contract.

The Bid Bond attached, in the amount not less than five percent (5%) of the above bid sum, shall become the property of the Division of Facilities Construction and Management as liquidated damages for delay and additional expense caused thereby in the event that the contract is not executed and/or acceptable l00% Performance and Payment bonds are not delivered within the time set forth.

Type of Organization:

_____
(Corporation, Partnership, Individual, etc.)

Any request and information related to Utah Preference Laws:

_____

Respectfully submitted,

_____
Name of Bidder

ADDRESS:

_____

_____

_____
Authorized Signature

INSTRUCTIONS TO BIDDERS

1. Drawings and Specifications, Other Contract Documents

Drawings and Specifications, as well as other available Contract Documents, may be obtained as stated in the Invitation to Bid.

2. Bids

Before submitting a bid, each contractor shall carefully examine the Contract Documents, shall visit the site of the Work; shall fully inform themselves as to all existing conditions and limitations; and shall include in the bid the cost of all items required by the Contract Documents. If the bidder observes that portions of the Contract Documents are at variance with applicable laws, building codes, rules, regulations or contain obvious erroneous or uncoordinated information, the bidder shall promptly notify the DFCM Representative and the necessary changes shall be accomplished by Addendum.

The bid, bearing original signatures, must be typed or handwritten in ink on the Bid Form provided in the procurement documents and submitted in a sealed envelope at the location specified by the Invitation to Bid prior to the deadline for submission of bids.

Bid bond security, in the amount of five percent (5%) of the bid, made payable to the Division of Facilities Construction and Management, shall accompany bid. THE BID BOND MUST BE ON THE BID BOND FORM PROVIDED IN THE PROCUREMENT DOCUMENTS IN ORDER TO BE CONSIDERED AN ACCEPTABLE BID.

If the bid bond security is submitted on a bid bond form other than DFCM's required bid bond form, and the bid security meets all other legal requirements, the bidder will be allowed to provide an acceptable bid bond by the close of business on the next business day following notification by DFCM of submission of a defective bid bond security. **NOTE: A cashier's check cannot be used as a substitute for a bid bond.**

3. Contract and Bond

The Contractor's Agreement will be in the form found in the specifications. The Contract Time will be as indicated in the bid. The successful bidder, simultaneously with the execution of the Contract Agreement, will be required to furnish a performance bond and a payment bond, both bearing original signatures, upon the forms provided in the procurement documents. The performance and payment bonds shall be for an amount equal to one hundred percent (100%) of the contract sum and secured from a company that meets the requirements specified in the requisite forms. Any bonding requirements for subcontractors will be specified in the Supplementary General Conditions.

4. Listing of Subcontractors

Listing of Subcontractors shall be as summarized in the "Instructions and Subcontractor's List Form", which are included as part of these Contract Documents. The Subcontractors List shall be delivered to DFCM or faxed to DFCM at (801)538-3677 within 24 hours of the bid opening. Requirements for listing additional subcontractors will be listed in the Contract Documents.

DFCM retains the right to audit or take other steps necessary to confirm compliance with requirements for the listing and changing of subcontractors. Any contractor who is found to not be in compliance with these requirements is subject to a debarment hearing and may be debarred from consideration for award of contracts for a period of up to three years.

5. Interpretation of Drawings and Specifications

If any person or entity contemplating submitting a bid is in doubt as to the meaning of any part of the drawings, specifications or other Contract Documents, such person shall submit to the DFCM Project Manager a request for an interpretation thereof. The person or entity submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addenda posted on DFCM's web site at http://dfcm.utah.gov. Neither the DFCM nor A/E will be responsible for any other explanations or interpretations of the proposed documents. A/E shall be deemed to refer to the architect or engineer hired by DFCM as the A/E or Consultant for the Project.

6. Addenda

Addenda will be posted on DFCM's web site at http://dfcm.utah.gov. Contractors are responsible for obtaining information contained in each addendum from the web site. Addenda issued prior to the submittal deadline shall become part of the bidding process and must be acknowledged on the bid form. Failure to acknowledge addenda may result in disqualification from bidding.

7. Award of Contract

The Contract will be awarded as soon as possible to the lowest, responsive and responsible bidder, based on the lowest combination of base bid and acceptable prioritized alternates, provided the bid is reasonable, is in the interests of the State of Utah to accept and after applying the Utah Preference Laws in U.C.A. Title 63, Chapter 56. DFCM reserves the right to waive any technicalities or formalities in any bid or in the bidding. Alternates will be accepted on a prioritized basis with Alternate 1 being highest priority, Alternate 2 having second priority, etc.

8. DFCM Contractor Performance Rating

As a contractor completes each DFCM project, DFCM, the architect/engineer and the using agency will evaluate project performance based on the enclosed "DFCM Contractor Performance Rating" form. The ratings issued on this project will not affect this project but may affect the award on future projects.

9. Licensure

The Contractor shall comply with and require all of its subcontractors to comply with the license laws as required by the State of Utah.

10. Right to Reject Bids

DFCM reserves the right to reject any or all Bids.

11. Time is of the Essence

Time is of the essence in regard to all the requirements of the Contract Documents.

12. Withdrawal of Bids

Bids may be withdrawn on written request received from bidder prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

13. Product Approvals

Where reference is made to one or more proprietary products in the Contract Documents, but restrictive descriptive materials of one or more manufacturer(s) is referred to in the Contract Documents, the products of other manufacturers will be accepted, provided they equal or exceed the standards set forth in the drawings and specifications and are compatible with the intent and purpose of the design, subject to the written approval of the A/E. Such written approval must occur prior to the deadline established for the last scheduled addenda to be issued. The A/E's written approval will be in an issued addendum. If the descriptive material is not restrictive, the products of other manufacturers specified will be accepted without prior approval provided they are compatible with the intent and purpose of the design as determined by the A/E.

14. Financial Responsibility of Contractors, Subcontractors and Sub-subcontractors

Contractors shall respond promptly to any inquiry in writing by DFCM to any concern of financial responsibility of the contractor, subcontractor or sub-subcontractor.

15. Debarment

By submitting a bid, the Contractor certifies that neither it nor its principals, including project and site managers, have been, or are under consideration for, debarment or suspension, or any action that would exclude such from participation in a construction contract by any governmental department or agency. If the Contractor cannot certify this statement, attach to the bid a detailed written explanation which must be reviewed and approved by DFCM as part of the requirements for award of the Project.

BID BOND

(Title 63, Chapter 56, U. C. A. l953, as Amended)

KNOW ALL PERSONS BY THESE PRESENTS:

That _____ hereinafter referred to as the "Principal," and_____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ and authorized to transact business in this State and U. S. Department of the Treasury Listed, (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies); hereinafter referred to as the "Surety," are held and firmly bound unto the STATE OF UTAH, hereinafter referred to as the "Obligee," in the amount of $_____ (5% of the accompanying bid), being the sum of this Bond to which payment the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted to Obligee the accompanying bid incorporated by reference herein, dated as shown, to enter into a contract in writing for the_____ _____ Project.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the said principal does not execute a contract and give bond to be approved by the Obligee for the faithful performance thereof within ten (10) days after being notified in writing of such contract to the principal, then the sum of the amount stated above will be forfeited to the State of Utah as liquidated damages and not as a penalty; if the said principal shall execute a contract and give bond to be approved by the Obligee for the faithful performance thereof within ten (10) days after being notified in writing of such contract to the Principal, then this obligation shall be null and void. It is expressly understood and agreed that the liability of the Surety for any and all defaults of the Principal hereunder shall be the full penal sum of this Bond. The Surety, for value received, hereby stipulates and agrees that obligations of the Surety under this Bond shall be for a term of sixty (60) days from actual date of the bid opening.

PROVIDED, HOWEVER, that this Bond is executed pursuant to provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals on the date indicated below, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

DATED this _____ day of _____, 20_____ .

Principal's name and address (if other than a corporation):

_____

_____

By:_____

Title: _____

Principal's name and address (if a corporation):

_____

_____

By:_____

Title: _____

(Affix Corporate Seal)

Surety's name and address:

_____

_____

By: _____

Attorney-in-Fact (Affix Corporate Seal)

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 20_____, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney-in-fact of the above-named Surety Company, and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this _____ day of _____, 20_____.
My Commission Expires: _____
Resides at: _____

_____
NOTARY PUBLIC

Agency: _____
Agent: _____
Address: _____
Phone: _____

Approved As To Form: May 25, 2005
By Alan S. Bachman, Asst Attorney General

INSTRUCTIONS AND SUBCONTRACTORS LIST FORM

The three low bidders, as well as all other bidders that desire to be considered, are required by law to submit to DFCM within 24 hours of bid opening a list of **ALL** first-tier subcontractors, including the subcontractor's name, bid amount and other information required by Building Board Rule and as stated in these Contract Documents, on the following basis:

PROJECTS UNDER $500,000 - ALL SUBS $20,000 OR OVER MUST BE LISTED
PROJECTS $500,000 OR MORE - ALL SUBS $35,000 OR OVER MUST BE LISTED

- Any additional subcontractors identified in the bid documents shall also be listed.
- The DFCM Director may not consider any bid submitted by a bidder if the bidder fails to submit a subcontractor list meeting the requirements of State law.
- List subcontractors for base bid as well as the impact on the list that the selection of any alternate may have.
- Bidder may not list more than one subcontractor to perform the same work.
- Bidder must list "Self" if performing work itself.

LICENSURE:

The subcontractor's name, the type of work, the subcontractor's bid amount, and the subcontractor's license number as issued by DOPL, if such license is required under Utah Law, shall be listed. Bidder shall certify that all subcontractors, required to be licensed, are licensed as required by State law. A subcontractor includes a trade contractor or specialty contractor and does not include suppliers who provide only materials, equipment, or supplies to a contractor or subcontractor.

BIDDER LISTING 'SELF' AS PERFORMING THE WORK:

Any bidder that is properly licensed for the particular work and intends to perform that work itself in lieu of a subcontractor that would otherwise be required to be on the subcontractor list, must insert the term 'Self' for that category on the subcontractor list form. Any listing of 'Self' on the sublist form shall also include the amount allocated for that work.

'SPECIAL EXCEPTION':

A bidder may list 'Special Exception' in place of a subcontractor when the bidder intends to obtain a subcontractor to perform the work at a later date because the bidder was unable to obtain a qualified or reasonable bid under the provisions of U.C.A.Section 63A-5-208(4). The bidder shall insert the term 'Special Exception' for that category of work, and shall provide documentation with the subcontractor list describing the bidder's efforts to obtain a bid of a qualified subcontractor at a reasonable cost and why the bidder was unable to obtain a qualified subcontractor bid. The Director must find that the bidder complied in good faith with State law requirements for any 'Special Exception' designation, in order for the bid to be considered. If awarded the contract, the Director shall supervise the bidder's efforts to obtain a qualified subcontractor bid. The amount of the awarded contract may not be adjusted to reflect the actual amount of the subcontractor's bid. Any listing of 'Special Exception' on the sublist form shall also include amount allocated for that work.

GROUNDS FOR DISQUALIFICATION:

The Director may not consider any bid submitted by a bidder if the bidder fails to submit a subcontractor list meeting the requirements of State law. Director may withhold awarding the contract to a particular bidder if one or more of the proposed subcontractors are considered by the Director to be unqualified to do the Work or for such other reason in the best interest of the State of Utah. Notwithstanding any other provision in these instructions, if there is a good faith error on the sublist form, at the sole discretion of the Director, the Director may provide notice to the contractor and the contractor shall have 24 hours to submit the correction to the Director. If such correction is submitted timely, then the sublist requirements shall be considered met.

CHANGES OF SUBCONTRACTORS SPECIFICALLY IDENTIFIED ON SUBLIST FORM:

Subsequent to twenty-four hours after the bid opening, the contractor may change its listed subcontractors only after receiving written permission from the Director based on complying with all of the following criteria.

(1) The contractor has established in writing that the change is in the best interest of the State and that the contractor establishes an appropriate reason for the change, which may include, but not is not limited to, the following reasons: the original subcontractor has failed to perform, or is not qualified or capable of performing, and/or the subcontractor has requested in writing to be released.
(2) The circumstances related to the request for the change do not indicate any bad faith in the original listing of the subcontractors.
(3) Any requirement set forth by the Director to ensure that the process used to select a new subcontractor does not give rise to bid shopping.
(4) Any increase in the cost of the subject subcontractor work is borne by the contractor.
(5) Any decrease in the cost of the subject subcontractor work shall result in a deductive change order being issued for the contract for such decreased amount.
(6) The Director will give substantial weight to whether the subcontractor has consented in writing to being removed unless the Contractor establishes that the subcontractor is not qualified for the work.

EXAMPLE:

Example of a list where there are only four subcontractors:

TYPE OF WORK	SUBCONTRACTOR, "SELF" OR "SPECIAL EXCEPTION"	SUBCONTRACTOR BID AMOUNT	CONT. LICENSE #
ELECTRICAL	ABCD Electric Inc.	$350,000.00	123456789000
LANDSCAPING	"Self"	300,000.00	123456789000
CONCRETE (ALTERNATE #1)	XYZ Concrete Inc	298,000.00	987654321000
MECHANICAL	"Special Exception" (attach documentation)	Fixed at: 350,000.00	(TO BE PROVIDED AFTER OBTAINING SUBCONTRACTOR)

PURSUANT TO STATE LAW - SUBCONTRACTOR BID AMOUNTS CONTAINED IN THIS SUBCONTRACTOR LIST SHALL NOT BE DISCLOSED UNTIL THE CONTRACT HAS BEEN AWARDED.

STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES

Division of Facilities Construction and

DFCM

SUBCONTRACTORS LIST

FAX TO 801-538-3677

PROJECT TITLE: _____

Caution: You must read and comply fully with instructions.

TYPE OF WORK	SUBCONTRACTOR, "SELF" OR "SPECIAL EXCEPTION"	SUBCONTRACTOR BID AMOUNT	CONT. LICENSE #

We certify that:

1. This list includes all subcontractors as required by the instructions, including those related to the base bid as well as any alternates.
2. We have listed "Self" or "Special Exception" in accordance with the instructions.
3. All subcontractors are appropriately licensed as required by State law.

FIRM: _____

DATE: _____ SIGNED BY: _____

NOTICE: FAILURE TO SUBMIT THIS FORM, PROPERLY COMPLETED AND SIGNED, AS REQUIRED IN THESE CONTRACT DOCUMENTS, SHALL BE GROUNDS FOR DFCMS REFUSAL TO ENTER INTO A WRITTEN CONTRACT WITH BIDDER. ACTION MAY BE TAKEN AGAINST BIDDERS BID BOND AS DEEMED APPROPRIATE BY DFCM. ATTACH A SECOND PAGE IF NECESSARY.

FUGITIVE DUST PLAN

The Contractor will fill out the form and file the original with the Division of Air Quality and a copy of the form with the Division of Facilities Construction & Management, prior to the issuance of any notice to proceed.

The Contractor will be fully responsible for compliance with the Fugitive Dust Control Plan, including the adequacy of the plan, any damages, fines, liability, and penalty or other action that results from noncompliance.

Utah Division of Air Quality
April 20, 1999

GUIDANCE THAT MUST BE CONSIDERED IN DEVELOPING AND SUBMITTING A DUST CONTROL PLAN FOR COMPLIANCE WITH R307-309-3, 4, 5, 6, 7

Source Information:

1. Name of your operation (source): provide a name if the source is a construction site.

2. Address or location of your operation or construction site.

3. UTM coordinates or Longitude/Latitude of stationary emission points at your operation.

4. Lengths of the project, if temporary (time period).

5. Description of process (include all sources of dust and fugitive dust). Please, if necessary, use additional sheets of paper for this description. Be sure to mark it as an attachment.

6. Type of material processed or disturbed.

7. Amount of material processed (tons per year, tons per month, lbs./hr., and applicable units).

8. Destination of product (where will the material produced be used or transported, be specific, provide address or specific location), information needed for temporary relocation applicants.

9. Identify the individual who is responsible for the implementation and maintenance of fugitive dust control measures. List name(s), position(s) and telephone number(s).

10. List, and attach copies of any contract lease, liability agreement with other companies that may, or will, be responsible for dust control on site or on the project.

Description of Fugitive Dust Emission Activities
(Things to consider in addressing fugitive dust control strategies.)

1. Type of activities (drilling and blasting, road construction, development construction, earth moving and excavation, handling and hauling materials, cleaning and leveling, etc).

2. List type of equipment generating the fugitive dust.

3. Diagram the location of each activity or piece of equipment on site. Please attach the diagram.

4. Provide pictures or drawings of each activity. Include a drawing of the unpaved/paved road network used to move loads "on" and "off" property.

5. Vehicle miles travels on unpaved roads associated with the activity (average speed).

6. Type of dust emitted at each source (coal, cement, sand, soil, clay, dust, etc.)

7. Estimate the size of the release area at which the activity occurs (square miles). For haul or dirt roads include total miles of road in use during the activity.

Description of Fugitive Dust Emission Controls on Site

Control strategies must be designed to meet 20% opacity or less on site (a lesser opacity may be defined by Approval Order conditions or federal requirements such as NSPS), and control strategies must prevent exceeding 10% opacity from fugitive dust at the property boundary (site boundary) for compliance with R307-309-3.

1. Types of ongoing emission controls proposed for each activity, each piece of equipment, and haul roads.

2. Types of additional dust controls proposed for bare, exposed surfaces (chemical stabilization, synthetic cover, wind breaks, vegetative cover, etc).

3. Method of application of dust suppressant.

4. Frequency of application of dust suppressant.

5. Explain what triggers the use of a special control measure other than routine measures already in place, such as covered loads or measures covered by a permit condition (increase in opacity, high winds, citizen complaints, dry conditions, etc).

6. Explain in detail what control strategies/measures will be implemented off-hours, i.e., Saturdays/Sundays/Holidays, as well as 6 PM to 6 AM each day.

Description of Fugitive Dust Control Off-site

Prevent, to the maximum extent possible, deposition of materials, which may create fugitive dust on public and private paved roads in compliance with R307-309-5, 6, 7.

1. Types of emission controls initiated by your operation that are in place "off" property (application of water, covered loads, sweeping roads, vehicle cleaning, etc.).

2. Proposed remedial controls that will be initiated promptly if materials, which may create fugitive dust, are deposited on public and private paved roads.

Submit the Dust Control Plan to:

Executive Secretary
Utah Air Quality Board
POB 144820
15 North 1950 West
Salt Lake City, Utah 84114-4820

Phone: (801) 536-4000
FAX: (801) 536-4099

Fugitive Dust Control Plan Violation Report

When a source is found in violation of R307-309-3 or in violation of the Fugitive Dust Control Plan, the course must submit a report to the Executive Secretary within 15 days after receiving a Notice of Violation. The report must include the following information:

1. Name and address of dust source.

2. Time and duration of dust episode.

3. Meteorological conditions during the dust episode.

4. Total number and type of fugitive dust activities and dust producing equipment within each operation boundary. If no change has occurred from the existing dust control plan, the source should state that the activity/equipment is the same.

5. Fugitive dust activities or dust producing equipment that caused a violation of R-307-309-3 or the sources dust control plan.

6. Reasons for failing to control dust from the dust generating activity or equipment.

7. New and/or additional fugitive dust control strategies necessary to achieve compliance with R307-309-3, 4, 5, 6, or 7.

8. If it can not be demonstrated that the current approved Dust Control Plan can result in compliance with R307-309-3 through 7, the Dust Control Plan must be revised so as to demonstrate compliance with 307-309-3 through 7. Within 30 days of receiving a fugitive dust Notice of Violation, the source must submit the revised Plan to the Executive Secretary for review and approval.

Submit the Dust Control Plan to:

Executive Secretary
Utah Air Quality Board
POB 144820
15 North 1950 West
Salt Lake City, Utah 84114-4820

Phone: (801) 536-4000
FAX: (801) 536-4099

Attachments: DFCM Form FDR R-307-309, Rule 307-309

CONTRACTOR'S AGREEMENT

FOR:

_____
_____
_____

THIS CONTRACTOR'S AGREEMENT, made and entered into this ____ day of _____, 20__, by and between the DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, hereinafter referred to as "DFCM", and _____, incorporated in the State of _____ and authorized to do business in the State of Utah, hereinafter referred to as "Contractor", whose address is _____.

WITNESSETH: WHEREAS, DFCM intends to have Work performed at _____ _____.

WHEREAS, Contractor agrees to perform the Work for the sum stated herein.

NOW, THEREFORE, DFCM and Contractor for the consideration provided in this Contractor's Agreement, agree as follows:

ARTICLE 1. SCOPE OF WORK. The Work to be performed shall be in accordance with the Contract Documents prepared by _____ and entitled "_____."

The DFCM General Conditions ("General Conditions") dated May 25, 2005 on file at the office of DFCM and available on the DFCM website, are hereby incorporated by reference as part of this Agreement and are included in the specifications for this Project. All terms used in this Contractor's Agreement shall be as defined in the Contract Documents, and in particular, the General Conditions.

The Contractor Agrees to furnish labor, materials and equipment to complete the Work as required in the Contract Documents which are hereby incorporated by reference. It is understood and agreed by the parties hereto that all Work shall be performed as required in the Contract Documents and shall be subject to inspection and approval of DFCM or its authorized representative. The relationship of the Contractor to the DFCM hereunder is that of an independent Contractor.

ARTICLE 2. CONTRACT SUM. The DFCM agrees to pay and the Contractor agrees to accept in full performance of this Contractor's Agreement, the sum of _____ _____ DOLLARS AND NO CENTS ($_____.00), which is the base bid, and which sum also includes the cost of a 100% Performance Bond and a 100%

Payment Bond as well as all insurance requirements of the Contractor. Said bonds have already been posted by the Contractor pursuant to State law. The required proof of insurance certificates have been delivered to DFCM in accordance with the General Conditions before the execution of this Contractor's Agreement.

ARTICLE 3. TIME OF COMPLETION AND DELAY REMEDY. The Work shall be Substantially Complete by _____. Contractor agrees to pay liquidated damages in the amount of $_____ per day for each day after expiration of the Contract Time until the Contractor achieves Substantial Completion in accordance with the Contract Documents, if Contractor's delay makes the damages applicable. The provision for liquidated damages is: (a) to compensate the DFCM for delay only; (b) is provided for herein because actual damages can not be readily ascertained at the time of execution of this Contractor's Agreement; (c) is not a penalty; and (d) shall not prevent the DFCM from maintaining Claims for other non-delay damages, such as costs to complete or remedy defective Work.

No action shall be maintained by the Contractor, including its or Subcontractor or suppliers at any tier, against the DFCM or State of Utah for damages or other claims due to losses attributable to hindrances or delays from any cause whatsoever, including acts and omissions of the DFCM or its officers, employees or agents, except as expressly provided in the General Conditions. The Contractor may receive a written extension of time, signed by the DFCM, in which to complete the Work under this Contractor's Agreement in accordance with the General Conditions.

ARTICLE 4. CONTRACT DOCUMENTS. The Contract Documents consist of this Contractor's Agreement, the Conditions of the Contract (DFCM General Conditions, Supplementary and other Conditions), the Drawings, Specifications, Addenda and Modifications. The Contract Documents shall also include the bidding documents, including the Invitation to Bid, Instructions to Bidders/ Proposers and the Bid/Proposal, to the extent not in conflict therewith and other documents and oral presentations that are documented as an attachment to the contract.

All such documents are hereby incorporated by reference herein. Any reference in this Contractor's Agreement to certain provisions of the Contract Documents shall in no way be construed as to lessen the importance or applicability of any other provisions of the Contract Documents.

ARTICLE 5. PAYMENT. The DFCM agrees to pay the Contractor from time to time as the Work progresses, but not more than once each month after the date of Notice to Proceed, and only upon Certificate of the A/E for Work performed during the preceding calendar month, ninety-five percent (95%) of the value of the labor performed and ninety-five percent (95%) of the value of materials furnished in place or on the site. The Contractor agrees to furnish to the DFCM invoices for materials purchased and on the site but not installed, for which the Contractor requests payment and agrees to

safeguard and protect such equipment or materials and is responsible for safekeeping thereof and if such be stolen, lost or destroyed, to replace same.

Such evidence of labor performed and materials furnished as the DFCM may reasonably require shall be supplied by the Contractor at the time of request for Certificate of Payment on account. Materials for which payment has been made cannot be removed from the job site without DFCM's written approval. Five percent (5%) of the earned amount shall be retained from each monthly payment. The retainage, including any additional retainage imposed and the release of any retainage, shall be in accordance with UCA 13-8-5 as amended. Contractor shall also comply with the requirements of UCA 13-8-5, including restrictions of retainage regarding subcontractors and the distribution of interest earned on the retention proceeds. The DFCM shall not be responsible for enforcing the Contractor's obligations under State law in fulfilling the retention law requirements with subcontractors at any tier.

ARTICLE 6. INDEBTEDNESS. Before final payment is made, the Contractor must submit evidence satisfactory to the DFCM that all payrolls, materials bills, subcontracts at any tier and outstanding indebtedness in connection with the Work have been properly paid. Final Payment will be made after receipt of said evidence, final acceptance of the Work by the DFCM as well as compliance with the applicable provisions of the General Conditions.

Contractor shall respond immediately to any inquiry in writing by DFCM as to any concern of financial responsibility and DFCM reserves the right to request any waivers, releases or bonds from Contractor in regard to any rights of Subcontractors (including suppliers) at any tier or any third parties prior to any payment by DFCM to Contractor.

ARTICLE 7. ADDITIONAL WORK. It is understood and agreed by the parties hereto that no money will be paid to the Contractor for additional labor or materials furnished unless a new contract in writing or a Modification hereof in accordance with the General Conditions and the Contract Documents for such additional labor or materials has been executed. The DFCM specifically reserves the right to modify or amend this Contractor's Agreement and the total sum due hereunder either by enlarging or restricting the scope of the Work.

ARTICLE 8. INSPECTIONS. The Work shall be inspected for acceptance in accordance with the General Conditions.

ARTICLE 9. DISPUTES. Any dispute, PRE or Claim between the parties shall be subject to the provisions of Article 7 of the General Conditions. DFCM reserves all rights to pursue its rights and remedies as provided in the General Conditions.

ARTICLE 10. TERMINATION, SUSPENSION OR ABANDONMENT. This Contractor's Agreement may be terminated, suspended or abandoned in accordance with the General Conditions.

ARTICLE 11. DFCM'S RIGHT TO WITHHOLD CERTAIN AMOUNT AND MAKE USE THEREOF. The DFCM may withhold from payment to the Contractor such amount as, in DFCM's judgment, may be necessary to pay just claims against the Contractor or Subcontractor at any tier for labor and services rendered and materials furnished in and about the Work. The DFCM may apply such withheld amounts for the payment of such claims in DFCM's discretion. In so doing, the DFCM shall be deemed the agent of Contractor and payment so made by the DFCM shall be considered as payment made under this Contractor's Agreement by the DFCM to the Contractor. DFCM shall not be liable to the Contractor for any such payment made in good faith. Such withholdings and payments may be made without prior approval of the Contractor and may be also be prior to any determination as a result of any dispute, PRE, Claim or litigation.

ARTICLE 12. INDEMNIFICATION. The Contractor shall comply with the indemnification provisions of the General Conditions.

ARTICLE 13. SUCCESSORS AND ASSIGNMENT OF CONTRACT. The DFCM and Contractor, respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement, and to partners, successors, assigns and legal representatives of such other party with respect to all covenants, provisions, rights and responsibilities of this Contractor's Agreement. The Contractor shall not assign this Contractor's Agreement without the prior written consent of the DFCM, nor shall the Contractor assign any moneys due or to become due as well as any rights under this Contractor's Agreement, without prior written consent of the DFCM.

ARTICLE 14. RELATIONSHIP OF THE PARTIES. The Contractor accepts the relationship of trust and confidence established by this Contractor's Agreement and covenants with the DFCM to cooperate with the DFCM and A/E and use the Contractor's best skill, efforts and judgment in furthering the interest of the DFCM; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the Work in the best and most expeditious and economic manner consistent with the interests of the DFCM.

ARTICLE 15. AUTHORITY TO EXECUTE AND PERFORM AGREEMENT. Contractor and DFCM each represent that the execution of this Contractor's Agreement and the performance thereunder is within their respective duly authorized powers.

ARTICLE 16. ATTORNEY FEES AND COSTS. Except as otherwise provided in the dispute resolution provisions of the General Conditions, the prevailing party shall be entitled to reasonable attorney fees and costs incurred in any action in the District Court and/or appellate body to enforce this Contractor's Agreement or recover damages or any other action as a result of a breach thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Contractor's Agreement on the day and year stated hereinabove.

CONTRACTOR: _____

_____
Signature Date

Title: _____

State of _____)
)
County of _____)

_____
Please type/print name clearly

On this ____ day of _____, 20____, personally appeared before me, _____, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that he (she) is the _____ (title or office) of the firm and that said document was signed by him (her) in behalf of said firm.

_____
Notary Public

(SEAL)

My Commission Expires _____

APPROVED AS TO AVAILABILITY OF FUNDS:

_____
David D. Williams, Jr. Date
DFCM Administrative Services Director

DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT

_____
_____- Manager Date
Capital Development/Improvements

APPROVED AS TO FORM:
ATTORNEY GENERAL
November 30, 2006
By: Alan S. Bachman
Asst Attorney General

APPROVED FOR EXPENDITURE:

_____
Division of Finance Date

PERFORMANCE BOND

(Title 63, Chapter 56, U. C. A. 1953, as Amended)

That _____ hereinafter referred to as the "Principal" and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ and authorized to transact business in this State and U. S. Department of the Treasury Listed (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies); hereinafter referred to as the "Surety," are held and firmly bound unto the State of Utah, hereinafter referred to as the "Obligee, " in the amount of _____ _____ DOLLARS ($_____) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the _____ day of _____, 20____, to construct _____ in the County of _____, State of Utah, Project No. _____, for the approximate sum of _____ _____ Dollars ($_____), which Contract is hereby incorporated by reference herein.

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall faithfully perform the Contract in accordance with the Contract Documents including, but not limited to, the Plans, Specifications and conditions thereof, the one year performance warranty, and the terms of the Contract as said Contract may be subject to Modifications or changes, then this obligation shall be void; otherwise it shall remain in full force and effect.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the state named herein or the heirs, executors, administrators or successors of the Owner.

The parties agree that the dispute provisions provided in the Contract Documents apply and shall constitute the sole dispute procedures of the parties.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the Provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20_____.

WITNESS OR ATTESTATION:

_____

PRINCIPAL:

_____

By: _____ (Seal)

Title: _____

WITNESS OR ATTESTATION:

_____

SURETY:

_____

By: _____ (Seal)

Attorney-in-Fact

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20___, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney in-fact of the above-named Surety Company and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this _____ day of _____, 20_____.

My commission expires: _____

Resides at: _____

_____

NOTARY PUBLIC

Agency: _____

Agent: _____

Address: _____

Phone: _____

Approved As To Form: May 25, 2005
By Alan S. Bachman, Asst Attorney General

DFCM FORM 1b 113006

PAYMENT BOND

(Title 63, Chapter 56, U. C. A. l953, as Amended)

KNOW ALL PERSONS BY THESE PRESENTS:

That _____ hereinafter referred to as the "Principal," and _____ _____, a corporation organized and existing under the laws of the State of _____authorized to do business in this State and U. S. Department of the Treasury Listed (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies); with its principal office in the City of _____, hereinafter referred to as the "Surety," are held and firmly bound unto the State of Utah hereinafter referred to as the "Obligee," in the amount of _____ Dollars ($_____) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the _____ day of _____, 20____, to construct _____ in the County of _____, State of Utah, Project No. _____ for the approximate sum of _____ _____ Dollars ($_____), which contract is hereby incorporated by reference herein.

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall pay all claimants supplying labor or materials to Principal or Principal's Subcontractors in compliance with the provisions of Title 63, Chapter 56, of Utah Code Annotated, l953, as amended, and in the prosecution of the Work provided for in said Contract, then, this obligation shall be void; otherwise it shall remain in full force and effect.

That said Surety to this Bond, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or to the Work to be performed thereunder, or the specifications or drawings accompanying same shall in any way affect its obligation on this Bond, and does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to the Work or to the specifications or drawings and agrees that they shall become part of the Contract Documents.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20____.

WITNESS OR ATTESTATION:

_____

PRINCIPAL:

_____

By: _____
(Seal)

Title: _____

WITNESS OR ATTESTATION:

_____

SURETY:

_____

By: _____
Attorney-in-Fact (Seal)

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20_____, personally appeared before me _____ _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney-in-fact of the above-named Surety Company, and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this _____ day of _____, 20_____.

My commission expires: _____
Resides at: _____

_____
NOTARY PUBLIC

Agency: _____
Agent: _____
Address: _____
Phone: _____

Approved As To Form: May 25, 2005
By Alan S. Bachman, Asst Attorney General

DFCM FORM 1b 113006

STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES

Division of Facilities Construction and Management

DFCM

CHANGE ORDER #_____

CONTRACTOR:

ARCHITECT:

AGENCY OR INSTITUTION:
PROJECT NAME:
PROJECT NUMBER:
CONTRACT NUMBER:
DATE:

CONSTRUCTION CHANGE DIRECTIVE NO.	PROPOSAL REQUEST NO.	AMOUNT		DAYS	
		INCREASE	DECREASE	INCREASE	DECREASE

	Amount	Days	Date
ORIGINAL CONTRACT			
TOTAL PREVIOUS CHANGE ORDERS			
TOTAL THIS CHANGE ORDER			
ADJUSTED CONTRACT			

DFCM and Contractor agree that the terms, contract sum, scope of the Work and time specified in this Change Order shall constitute the full accord and satisfaction, and complete adjustment to the Contract and includes all direct and indirect costs and effects related to, incidental to, and/or reasonably implied from such change in the contract terms, sum, scope of the Work and time.

Contractor:_____
Date

Architect/Engineer:_____
Date

Agency or Institution:_____
Date

DFCM: _____
Date

Funding Verification:_____
Date

Page _____ of _____page(s)

DFCM FORM 1b 113006

STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES

Division of Facilities Construction and Management

DFCM

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT _____ PROJECT NO: _____
AGENCY/INSTITUTION _____

AREA ACCEPTED _____

The Work performed under the subject Contract has been reviewed on this date and found to be Substantially Completed as defined in the General Conditions; including that the construction is sufficiently completed in accordance with the Contract Documents, as modified by any change orders agreed to by the parties, so that the State of Utah can occupy the Project or specified area of the Project for the use for which it is intended.

The DFCM - (Owner) accepts the Project or specified area of the Project as Substantially Complete and will assume full possession of the Project or specified area of the Project at _____ (time) on _____ (date).

The DFCM accepts the Project for occupancy and agrees to assume full responsibility for maintenance and operation, including utilities and insurance, of the Project subject to the itemized responsibilities and/or exceptions noted below:

_____

_____

The Owner acknowledges receipt of the following closeout and transition materials:

☐ As-built Drawings ☐ O & M Manuals ☐ Warranty Documents ☐ Completion of Training Requirements

A list of items to be completed or corrected (Punch List) is attached hereto. The failure to include an item on it does not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents, including authorized changes thereof. The amount of _____(Twice the value of the punch list work) shall be retained to assure the completion of the punch list work.

The Contractor shall complete or correct the Work on the list of (Punch List) items appended hereto within _____ ____calendar days from the above date of issuance of this Certificate. The amount withheld pending completion of the list of items noted and agreed to shall be: $_____. If the list of items is not completed within the time allotted the Owner has the right to be compensated for the delays and/or complete the work with the help of independent contractor at the expense of the retained project funds. If the retained project funds are insufficient to cover the delay/completion damages, the Owner shall be promptly reimbursed for the balance of the funds needed to compensate the Owner.

_____ by: _____
CONTRACTOR (include name of firm) (Signature) DATE

_____ by: _____
A/E (include name of firm) (Signature) DATE

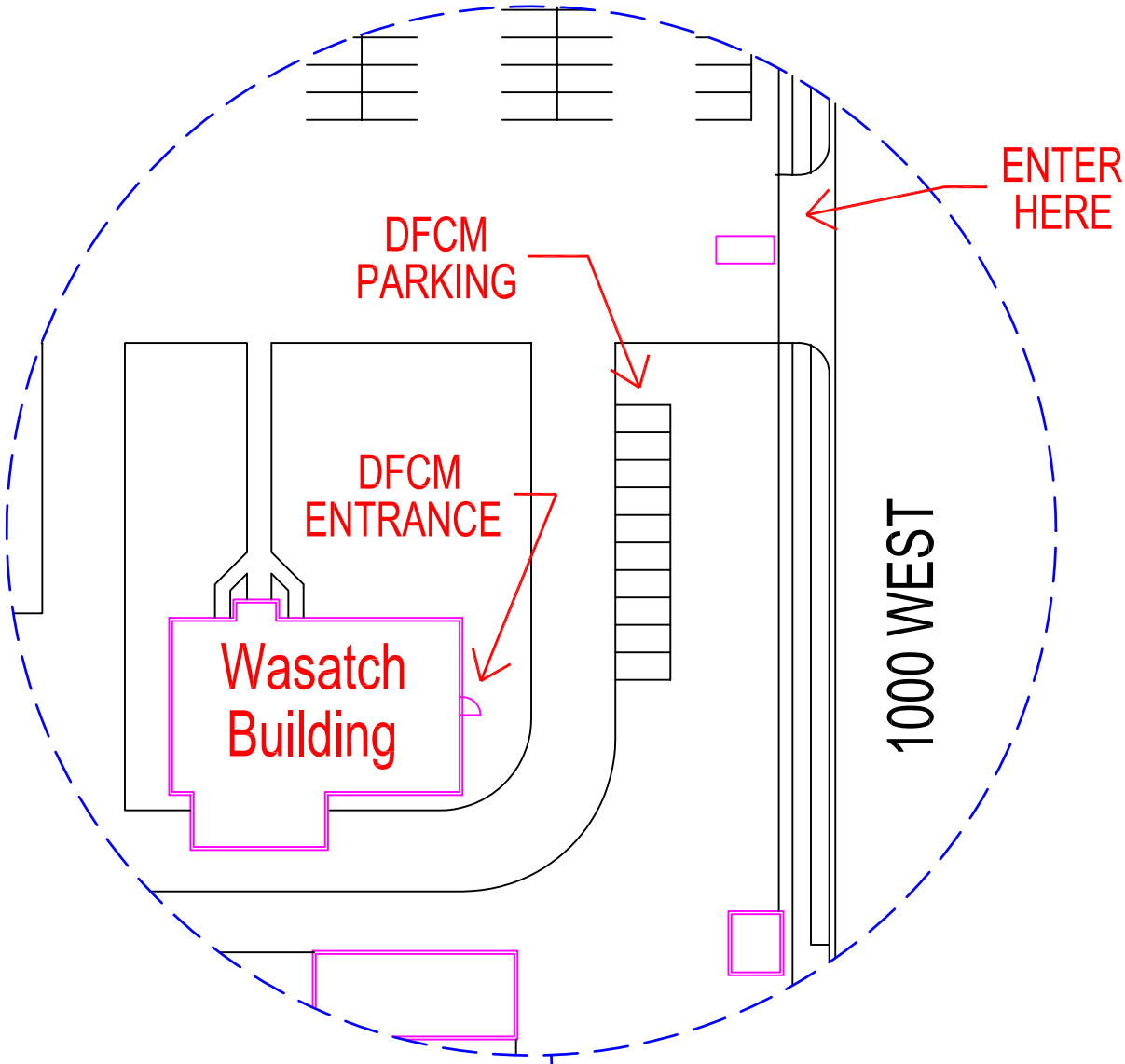
_____ by: _____
USING INSTITUTION OR AGENCY (Signature) DATE

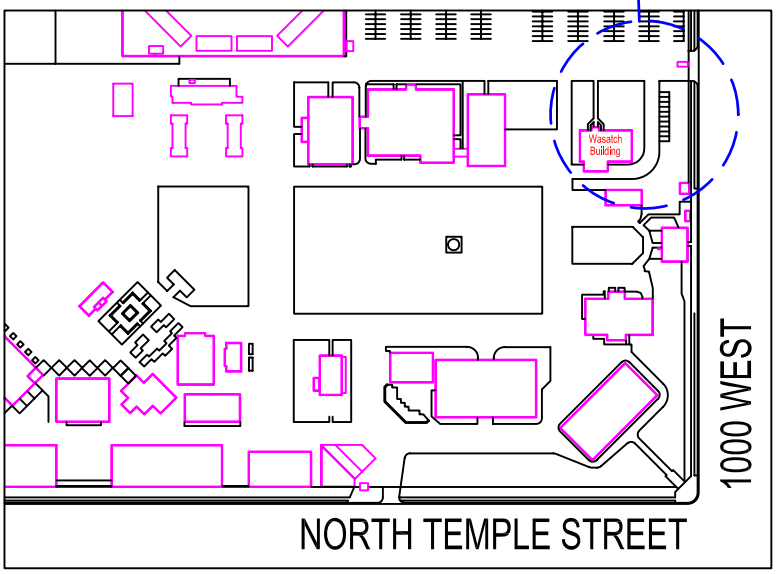
_____ by: _____
DFCM (Owner) (Signature) DATE

4110 State Office Building, Salt Lake City, Utah 84114
telephone 801-538-3018 • facsimile 801-538-3267 • http://dfcm.utah.gov

cc: Parties Noted
DFCM, Director

DFCM FORM 1b 113006





UTAH STATE
FAIR PARK

N

DFCM Temporary Location

State of Utah–Department of Administrative Services

DIVISION OF FACILITIES CONSTRUCTION
AND MANAGEMENT

4110 State Office Building/Salt Lake City, Utah 84114/538–3018

NEW SALT LAKE CITY WINE STORE
DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL
300 WEST HARRIS AVE. (1563 SOUTH)
DFCM PROJECT NO. 05051030

MARCH 2007

PROJECT MANUAL

DEMOLITION AND SITE CLEARING PAKAGE

Owner	Owner	Architect
DFCM	DABC	MJSA Architects
4110 State Office Building	1625 South 900 West	357 Pierpont Avenue
Salt Lake City, UT. 84114	Salt Lake City, Utah 84130	Salt Lake City, Utah 84101
Tel: (801) 538-3431	Tel: (801) 977-6800	Tel: (801) 364-5161
Fax: (801) 538-3297	Fax: (801) 977-6889	Fax: (801) 364-5167
Contact: Matthias Mueller	Contact: Dennis Kellen	Contact: Mark Wilkins
E-mail: mmueller@utah.gov	E-mail: dkellen@utah.gov	E-mail: mwilkins@mjsaa.com

DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL
NEW SALT LAKE CITY WINE STORE 300 WEST HARRIS AVE.

INDEX OF SPEC. PAGES

Division	Section Title	Pages
COVER SHEET		1
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DIVISION 1 - GENERAL REQUIREMENTS		
01100	SUMMARY	3
01524	CONSTRUCTION WASTE MANAGEMENT	2
DIVISION 2 - SITE CONSTRUCTION		
02221	BUILDING DEMOLITION	5
02230	SITE CLEARING	3
DIVISION 3 - CONCRETE		
NOT APPLICABLE		
DIVISION 4 - MASONRY		
NOT APPLICABLE		
DIVISION 5 - METALS		
NOT APPLICABLE		
DIVISION 6 - WOOD AND PLASTICS		
NOT APPLICABLE		
DIVISION 7 - THERMAL AND MOISTURE PROTECTION		
NOT APPLICABLE		
DIVISION 8 - DOORS AND WINDOWS		
NOT APPLICABLE		
DIVISION 9 - FINISHES		
NOT APPLICABLE		
DIVISION 10 - SPECIALTIES		
NOT APPLICABLE		
DIVISION 11 - EQUIPMENT		
NOT APPLICABLE		
DIVISION 12 - FURNISHINGS		
NOT APPLICABLE		
DIVISION 13 - SPECIAL CONSTRUCTION		
NOT APPLICABLE		

DIVISION 14 - CONVEYING SYSTEMS
NOT APPLICABLE

DIVISION 15 - MECHANICAL
NOT APPLICABLE

DIVISION 16 - ELECTRICAL
NOT APPLICABLE

SECTION 01100 - SUMMARY

PART 1 - GENERAL

1.1 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.

1.2 SUMMARY

A. This Section includes the following:

1. Work covered by the Contract Documents.
2. Type of the Contract.
3. Work phases.
4. Work under other contracts.
5. Use of premises.
6. Owner's occupancy requirements.
7. Work restrictions.
8. Specification formats and conventions.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

Project Identification: DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL
NEW SALT LAKE CITY WINE STORE
300 WEST HARRIS AVE.
DEMOLITION AND SITE CLEARING PACKAGE

1. Project Location: 300 West Harris Ave. (1563 South)

B. Owner: DFCM, 4110 State Office Building, Salt Lake City, Utah 84114

C. Owner's Representative: Matthias Mueller, 4110 State Office Building, Salt Lake City, Utah 84114. Tel: (801) 538-3431.

D. Architect: MJSA Architects. Mark Wilkins, 357 West Pierpont Avenue, Salt Lake City, Utah 84101. Tel: (801)364-5161.

E. The Work consists of the following:

1. The Work includes demolition of the existing Hafer’s building, site clearing, utility removal and removing all debris form the site. The intent is to have a clear level graded site free of all structures and associated foundations, site improvements, utilities and landscape unless noted otherwise.

1.4 TYPE OF CONTRACT

A. Project will be performed under a single prime contract.

1.5 WORK PHASES

1. The Work will not be phased. Begin and complete the demolition work ASAP.

1.6 WORK UNDER OTHER CONTRACTS

A. None.

1.7 USE OF PREMISES

A. General: The Contractor shall have full use of premises and site for demolition.

1.8 OWNER'S OCCUPANCY REQUIREMENTS

1. The existing building and site will be vacant.

1.9 WORK RESTRICTIONS

1. On-Site Work Hours: no restrictions by Owner other than local ordinances.

B. Existing Utility Interruptions: Do not interrupt utilities to neighboring properties unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify neighboring property Owner’s not less than two days in advance of proposed utility interruptions.

1.10 SPECIFICATION FORMATS AND CONVENTIONS

A. Specification Format: The Specifications are organized into Divisions and Sections using the 16-division format and CSI/CSC's "MasterFormat" numbering system.

1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
2. Division 1: Sections in Division 1 govern the execution of the Work of all Sections in the Specifications.

B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.

    a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

1.11 MISCELLANEOUS PROVISIONS

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01100END OF SECTION 01100

SECTION 01524 - CONSTRUCTION WASTE MANAGEMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for the following:
   1. Disposing of nonhazardous demolition waste.

B. Related Sections include the following:
   1. Division 2 Section "Building Demolition" for disposition of waste resulting from demolition of buildings, structures, and site improvements.
   2. Division 2 Section "Site Clearing" for disposition of waste resulting from site clearing and removal of above- and below-grade improvements.

1.3 DEFINITIONS

A. Demolition Waste: Building and site improvement materials resulting from demolition operations.

B. Disposal: Removal off-site of demolition waste and subsequent deposit in landfill or incinerator acceptable to authorities having jurisdiction.

1.4 PERFORMANCE REQUIREMENTS

A. Not required.

1.5 SUBMITTALS

A. Not required.

1.6 QUALITY ASSURANCE

A. Not required.

1.7 WASTE MANAGEMENT PLAN

A. Not required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

A. Not required.

3.2 SALVAGING DEMOLITION WASTE

A. Not required.

3.3 RECYCLING DEMOLITION WASTE, GENERAL

A. Not required.

3.4 DISPOSAL OF WASTE

A. General: Remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn waste materials.

C. Disposal: Transport waste materials off Owner's property and legally dispose of them.

END OF SECTION 01524

SECTION 02221 - BUILDING DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes the following:

1. Demolition and removal of buildings and site improvements.
2. Removing below-grade construction.
3. Disconnecting, capping or sealing, and removing site utilities.
4. Salvaging of items for reuse by Owner will not be required for this project.

B. Related Sections include the following:

1. Division 1 Section "Summary" for use of the premises and phasing requirements.
2. Division 1 Section "Construction Waste Management" for recycling and disposal of non hazardous demolition wastes and for removal and storage of refrigerant.
3. Division 2 Section "Site Clearing" for site clearing and removal of above- and below-grade site improvements not part of building demolition.

1.3 DEFINITIONS

A. Demolish: Completely remove and legally dispose of off-site.

1.4 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

1.5 QUALITY ASSURANCE

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ANSI A10.6 and NFPA 241.

1.6 PROJECT CONDITIONS

A. Buildings to be demolished will be vacated and their use discontinued before start of the Work.

B. Buildings immediately adjacent to demolition area will be occupied. Conduct building demolition so operations of occupied buildings will not be disrupted.

1. Provide not less than 72 hours' notice of activities that will affect operations of adjacent occupied buildings.
2. Maintain access to existing walkways, exits, and other facilities used by occupants of adjacent buildings.

a. Do not close or obstruct walkways, exits, or other facilities used by occupants of adjacent buildings without written permission from authorities having jurisdiction.

C. Owner assumes no responsibility for buildings and structures to be demolished.

1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

1. Hazardous materials will be removed by Owner before start of the Work.

E. On-site storage or sale of removed items or materials is not permitted.

1.7 DEMOLITION CONTRACTORS

A. Qualified Demolition Contractor:

1. By invitation only.

1.8 EXAMINATION

A. Engage a professional engineer to perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during building demolition operations.

1.9 PREPARATION

A. Existing Utilities: Locate, identify, disconnect, and seal or cap off all utilities serving buildings and structures to be demolished.
1. Arrange to shut off utilities with utility companies.
2. If removal, relocation, or abandonment of utility services will affect adjacent occupied buildings, then provide temporary utilities that bypass buildings and structures to be demolished and that maintain continuity of service to other buildings and structures.
3. Remove all utility services, back to at least the property line, unless noted otherwise.

B. Temporary Shoring: Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent unexpected movement or collapse of construction being demolished.

1. Strengthen or add new supports when required during progress of demolition.

1.10 PROTECTION

1. Do not interrupt existing utilities serving adjacent occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction.
2. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and authorities having jurisdiction.

a. Provide at least 72 hours' notice to occupants of affected buildings if shutdown of service is required during changeover.

B. Temporary Protection: Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction and as indicated.
1. Provide protection to ensure safe passage of people around building demolition area and to and from occupied portions of adjacent buildings and structures.

C. Remove temporary barriers and protections where hazards no longer exist. Where open excavations or other hazardous conditions remain, leave temporary barriers and protections in place.

1.11 DEMOLITION, GENERAL

A. General: Demolish indicated existing buildings and site improvements completely. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Do not use cutting torches until work area is cleared of flammable materials. Maintain portable fire-suppression devices during flame-cutting operations.
2. Maintain fire watch during and for at least 4 hours after flame cutting operations.
3. Maintain adequate ventilation when using cutting torches.
4. Locate building demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

B. Engineering Surveys: During demolition, perform surveys to detect hazards that may result from building demolition activities.

C. Site Access and Temporary Controls: Conduct building demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.

2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.

D. Explosives: Use of explosives is not permitted.

1.12 DEMOLITION BY MECHANICAL MEANS

A. Proceed with demolition of structural framing members systematically, from higher to lower level. Complete building demolition operations above each floor or tier before disturbing supporting members on the next lower level.

B. Remove debris from elevated portions of the building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

1. Remove structural framing members and lower to ground by method suitable to minimize ground impact and dust generation.

C. Below-Grade Construction: Demolish foundation walls and other below-grade construction.

1. Remove below-grade construction, including basements, foundation walls, and footings, completely.

D. Existing Utilities: Demolish and remove existing utilities and below-grade utility structures.

1.13 SITE RESTORATION

A. Site Grading: Uniformly rough grade area of demolished construction to a smooth surface, free from irregular surface changes. Provide a smooth transition between adjacent existing grades and new grades.

1.14 DISPOSAL OF DEMOLISHED MATERIALS

A. Remove demolition waste materials from Project site and legally dispose of them in an EPA-approved landfill acceptable to authorities having jurisdiction.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Do not burn demolished materials.

1.15 CLEANING

A. Return adjacent areas to condition existing before building demolition operations began.

END OF SECTION 02221

SECTION 02230 - SITE CLEARING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes the following:
   1. Clearing and grubbing.
   2. Removing above- and below-grade site improvements.
   3. Disconnecting, capping or sealing, and removing site utilities.
   4. Temporary erosion and sedimentation control measures.

B. Related Sections include the following:
   1. Division 2 Section "Building Demolition" for demolition of buildings, structures, and site improvements.

1.3 MATERIAL OWNERSHIP

A. Cleared materials shall become Contractor's property and shall be removed from Project site.

1.4 PROJECT CONDITIONS

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.

   1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
   2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.

B. Do not commence site clearing operations until temporary erosion and sedimentation control measures are in place.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

   1. Obtain approved borrow soil materials off-site when satisfactory soil materials are not available on-site.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect and maintain benchmarks and survey control points from disturbance during demolition.

B. Protect existing site improvements to remain from damage during construction.

1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

A. Provide temporary erosion and sedimentation control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to requirements of authorities having jurisdiction.

B. Inspect, repair, and maintain erosion and sedimentation control measures during demolition .

C. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

3.3 CLEARING AND GRUBBING

A. Remove all obstructions, trees, shrubs, grass, and other vegetation.
1. Grind stumps and remove roots, obstructions, and debris extending to a depth of 18 inches below exposed subgrade.

B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.

1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches, and compact each layer to a density equal to adjacent original ground.

3.4 TOPSOIL STRIPPING

A. Remove sod and grass before stripping topsoil.

B. Strip topsoil to whatever depths are encountered in a manner to prevent intermingling with underlying subsoil or other waste materials.

1. Remove subsoil and nonsoil materials from topsoil, including trash, debris, weeds, roots, and other waste materials.

3.5 SITE IMPROVEMENTS

A. Remove existing above- and below-grade improvements.
1. Remove slabs, paving, curbs, gutters, and aggregate base

3.6 DISPOSAL

A. Disposal: Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.

END OF SECTION 02230

ASBESTOS AND HAZARDOUS MATERIALS INSPECTION, SURVEY AND ASSESSEMENT FOR THE

HAFERS WAREHOUSE

1563 SOUTH 300 WEST
SALT LAKE CITY, UTAH 84115

DFCM PROJECT NUMBER: 05202300

ASBESTOS AND HAZARDOUS MATERIALS SURVEY AND ASSESSEMENT FOR THE

HAFERS WAREHOUSE

1563 SOUTH 300 WEST
SALT LAKE CITY, UTAH 84115

DFCM PROJECT NUMBER: 05202300

September 5, 2006

Prepared for:

State of Utah–Department of Administrative Services

DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT

4110 State Office Building/Salt Lake City, Utah 84114/538-3018

Mr. Robert Anderson
Hazardous Materials Manager
State of Utah
Department of Administrative Services
Division of Facilities Construction and Management (DFCM)
State Office Building Room 4110
Salt Lake City, Utah 84114
PH: (801) 538-3624
FX: (801) 538-3267

Prepared by:

David C. Roskelley, MSPH, CIH, CSP
R & R Environmental, Inc. (R & R)
47 West 9000 South, Suite #2
Sandy, Utah 84070
dave@rrenviro.com
Phone (801) 541-1035

R & R ENVIRONMENTAL, INC.
ASBESTOS • LEAD • INDUSTRIAL HYGIENE
47 West 9000 South, Suite #2 Sandy, Utah 84070
(801) 352-2380 : Office (801) 352-2381: Fax

ASBESTOS SURVEY AND ASSESSEMENT
HAFERS WAREHOUSE

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1.0 EXECUTIVE SUMMARY

Asbestos Survey and Assessment
Hafers Warehouse
1563 South 300 West
Salt Lake City, Utah 84115

An asbestos survey was conducted at the subject facility from August 29, 2006.

The building was visually inspected to identify building materials that might contain asbestos. Bulk samples were collected from suspect materials and analyzed to determine if they contained asbestos. All asbestos-containing materials (ACM) were assessed for damage and the potential for exposure. This survey was requested and approved by Mr. Robert J. Anderson, Hazardous Materials Manager, State of Utah, Division of Facilities Construction and Management.

The following table lists all ACM that were identified in the building. Information specific to the building concerning inaccessible areas / materials and recommended response actions can be found in this report. There is important information in these sections that is not included in this executive summary. This report should be read in its entirety, including detailed information that is contained in other sections and appendices of this report.

Asbestos-Containing Materials by Homogeneous Area
Hafers Warehouse

Homogeneous Area Number	Material Description	Asbestos Content	Amount	Cost Estimate
M01	**Floor Tile & Mastic – Exposed** 9" x 9" Coffee, Brown, Tan Room: M5	5% Chrysotile (tile) >1% Chrysotile (mastic)	60 SF	$219.00
M02	**Floor Tile – Exposed** 9" x 9" Green with Black and White Streaks Room: M5	> 1% Chrysotile	60 SF	$141.00
M04	**Floor Tile – Exposed** 12" x 12" Tan with Cream and Maroon Streaks Room: M5	8% Chrysotile	30 SF	$70.50
M05	**Floor Tile – Exposed** 12" x 12" Carmel, White, marble, Maroon, Brown Rooms: M6-M10	8% Chrysotile	1,080 SF	$2,538.00
M06	**Floor Tile – Exposed** 12" x 12" White with Gold Splotches Room: M11	> 1% Chrysotile	300 SF	$705.00
M07	**Floor Tile – Exposed** 12" x 12" Tan Rooms: M12, M16, U12	5% Chrysotile	335 SF	$787.25

Homogeneous Area Number	Material Description	Asbestos Content	Amount	Cost Estimate
M08	**Floor Tile – Exposed** 12” x 12” White Alligator Room: M13	5% Chrysotile	75 SF	$273.75
M10	**Floor Tile – Exposed** 12” x 12” Off-white with Black Streaks Rooms: U26, U36	5% Chrysotile	320 SF	$752.00
M11	**Rolled Vinyl Flooring – Exposed** Tan Squares Rooms: U16-U23, U25	60% Chrysotile	1,450 SF	$4,495.00
M12	**Rolled Vinyl Flooring – Exposed** Red Squares Rooms: U19, U34, U38	60% Chrysotile	1,050 SF	$3,255.00
M13	**Rolled Vinyl Flooring – Exposed** Dark Red Room: U8	60% Chrysotile	80 SF	$248.00
M14	**Rolled Vinyl Flooring – Exposed** Orange Squares Rooms: U27, U31	65% Chrysotile	450 SF	$1,395.00
M15	**Rolled Vinyl Flooring – Exposed** Brown Stone Pattern Room: M2	60% Chrysotile	40 SF	$124.00

Notes:

1. Homogeneous Area Number (Not related to building room numbers.)
2. Cost Estimates include asbestos removal costs only; abatement design and management fees and replacement costs are not included. Please refer to Section 7.0 for more details.

Asbestos Survey and Assessment
Hafers Warehouse
1563 South 300 West
Salt Lake City, Utah 84115

2.0 INTRODUCTION

On August 29, 2006, R & R Environmental, Inc., conducted an asbestos survey of the Hafers Warehouse located at 1563 South 300 West, Salt Lake City, Utah 84115. The purpose of this survey was to identify the existence, extent, and condition of both friable and non-friable asbestos-containing materials (ACM) within the facility. Bulk samples were collected from suspect materials and analyzed for asbestos content. Each occurrence of ACM was assessed for damage and friability.

The following accredited and certified inspectors performed the inspection, collected the samples and made assessment:

September 5, 2006

Jon R. Craig
State of Utah, Division of Air Quality Inspector
Certification Number: ASB-2934

Date

This report was reviewed by:

September 5, 2006

David C. Roskelley, MSPH, CIH, CSP
State of Utah, Division of Air Quality Inspector
Certification Number: ASB-2934
AHERA Inspector #5 PSI 65451 I
Certified Safety Professional #15774
Certified Industrial Hygienist #8529

Date

3.0 BUILDING DESCRIPTION

Building Identification

Building Name ..... Hafers Warehouse
Building Address ..... 1563 South 300 West, Salt Lake City, Utah 84115

Building Construction

Building Construction Date ..... 1970's
Building Type ..... Retail, office, warehouse
Building Total Sq. Ft. ..... ~40,000
Structural System ..... Stone, Concrete
Exterior Wall Construction ..... Concrete, cinderblock, wood
Floor Deck Construction ..... Reinforced concrete
Roof Construction ..... Built-up roof
Floors Above Grade 2
Floors Below Grade 0

Interior Finishes

Floors ..Concrete, vinyl floor tile, rolled vinyl flooring, glued-down carpet, wood
Walls ..... Wallboard system, cinderblock, concrete
Attic ..... None
Crawl space ..... None

Building Mechanical

Heating Plant ..... Central HVAC
Main Heating Distribution ..... Forced air
Cooling Plant ..... Refrigeration Units
Main A / C Distribution ..... Forced air

4.0 SURVEY PROCEDURES

4.1 Building Survey

All accessible areas of the facility were visually inspected to identify suspect asbestos containing materials (ACM.) All accessible surfaces, structures, and mechanical systems within these areas were examined and all suspected ACM was touched to determine friability.

Suspect ACM was identified and assessed in homogeneous areas. A homogeneous area is defined as a single material, uniform in texture and appearance, installed at one time, and unlikely to consist of more than one type, or formulation, of material. In cases where joint compound and / or tape has been applied to wallboard (gypsum board) and cannot be visually distinguished from the wallboard, it is considered an integral part of the wallboard and in effect becomes one material forming a wall or ceiling "system."

Each homogeneous area was given a unique material identification number. Each ID number begins with a letter: "S" for surfacing materials, "T" for thermal system insulation, or "M" for miscellaneous materials. This letter is followed by a two-digit number, assigned in consecutive order. This number is used to identify the homogeneous area throughout the inspection report.

4.2 Bulk Sample Collection

Bulk samples were collected from all accessible homogeneous areas of suspect ACM for subsequent laboratory analysis to determine actual asbestos content. Sampling was conducted in a manner that minimized damage to the building, did not leave any unsightly marks, and did not create a health hazard for the inspectors.

The number of samples collected from each homogeneous area generally followed the EPA AHERA regulations (40 CFR 763.86). Friable surfacing materials were sampled using the random sampling scheme given in the EPA publication 560 / 5-85-30a, titled "Asbestos in buildings: Simplified Sampling Scheme for Friable Surfacing Materials."" Between three and seven samples were collected from friable surfacing materials, depending on the size of the homogeneous area.

4.3 Bulk Sample Analysis

Bulk samples were analyzed using polarized light microscopy (PLM) and visual estimation in accordance with the EPA Interim Method for the Determination of Asbestos in Bulk Insulation Samples, EPA-600 / M4-82-020. Samples were analyzed by Dixon Information, Inc., 78 West 2400 South, Salt Lake City, Utah 84115. The laboratory is accredited under the National Institute of Standards and Technology – National voluntary Laboratory Accreditation Program (NIST-NVLAP) for bulk-asbestos sample analysis and is also accredited by the American Industrial Hygiene Association (AIHA).

Federal EPA's NESHAP and AHERA regulations define ACM as material containing greater than 1% asbestos by weight; materials containing less than 1% asbestos are not considered regulated ACM.

Further, the NESHAP regulations state that any sample found to contain less than 10% asbestos but greater than "none detected," by visual estimation, must be assumed to contain greater than 1% asbestos unless confirmed to be less than 1.0% asbestos by point counting analysis. Any samples found to contain asbestos in this concentration range were assumed to contain greater than 1.0% asbestos and are listed in Section 5.8 of this report. All samples that have been point counted are identified as such in the sample result tables.

The laboratories reports can be found in Appendix D of this report.

5.0 SURVEY RESULTS

5.1 Asbestos-Containing Materials

Homogeneous areas of suspect ACM are identified as being ACM if the laboratory analysis shows the material to contain any detectable asbestos, unless subsequent TEM analysis resulted in less than 0.1% asbestos being detected. Table 1 of the Executive Summary and in Appendix A lists all homogeneous areas that were found to be ACM. Each material is described by type of material, friability and visual appearance.

Friability is defined in accordance with EPA's NESHAP regulations.

> "Friable ACM" is any material containing more than 1% asbestos (as determined by PLM) that, when dry, may be crumbled, pulverized, or reduced to powder by hand pressure and also includes non-friable ACM that may become friable during building demolition.
>
> "Non-friable ACM" is any material containing more than 1% asbestos (as determined by PLM) that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.
>
> "Category I non-friable ACM" are asbestos-containing resilient floor coverings (commonly known as vinyl asbestos tile (VAT), asphalt roofing products, packings, and gaskets.
>
> "Category II non-friable ACM" encompasses all other non-friable ACM.
>
> "Non-friable RACM" is used to denote thermal system insulation that is in good condition but would become friable during renovation or demolition and therefore is "regulated asbestos containing material" (RACM).

5.2 Non-Asbestos-Containing Materials

Homogeneous areas of suspect ACM are identified as non-ACM if the laboratory analysis shows the material to contain no detectable asbestos. Table 2, located in Appendix A of this report, lists all homogeneous areas that were found to be non-ACM.

5.3 Bulk Sample Analytical Results

Table 3, located in Appendix A of this report, lists all of the bulk samples in order by sample number, that were collected from homogeneous areas of suspect ACM, along with the laboratory analytical results. Each sample was given a unique sample number. There may be more than one sample number for the same homogeneous area of suspect ACM. The homogeneous areas of suspect ACM are identified on this table by their material identification numbers. The sample location listed on this table provides a brief, but specific, description of the location where the sample was collected. This is different

than the homogeneous area location provided on Tables 1 and 2. Table 4 is the same as Table 3 except the entries has been sorted by homogeneous area number.

5.4 Damage and Hazard Assessment

Each homogeneous area of ACM has been assessed for existing damage, accessibility, and potential for future damage, and this information is presented in Table 5, located in Appendix A of this report. This table also lists the substrate present beneath each homogeneous area of ACM.

Each homogeneous area of friable ACM and asbestos-containing building material (ACBM) was classified into one of the following seven categories, as specified in EPA's AHERA regulations (40 CFR 763.88):

(1) Damaged or significantly damaged thermal system insulation ACM.
(2) Damaged friable surfacing ACM.
(3) Significantly damaged friable surfacing ACM.
(4) Damaged or significantly damaged friable miscellaneous ACM.
(5) ACBM with potential for damage.
(6) ACBM with potential for damage.
(7) Any remaining friable ACBM or friable suspected ACBM.

The damage categories are defined as follows:

> "Undamaged" means the material had no visible damage, or extremely minor damage or surface marring (i.e., a room full of floor tile with only two or three small corners chipped off on the tile).
>
> "Damaged" means the material had visible damage evenly distributed over less than 10% of its surface, or localized over less than 25% of its surface.
>
> "Significantly Damaged" means the material had visible damage that is evenly distributed over 10% or more of its surface, or localized over 25% or more if its surface.

Each homogeneous area of ACM was evaluated for accessibility to the building occupants and the general public, assuming the building was fully occupied, using the following assessment categories.

> "Inaccessible" means the material was located in an area that people had no reason to enter and could not access without special measures. One example would be above a solid ceiling.
>
> "Rarely Accessed" identifies a material that was in a location that could be accessed but wasn't unless there was a specific need. An example would be a

pipe tunnel. Another example would be a high ceiling that is out of reach and not subject to any specific disturbance.

"Periodic Access" identifies a material that was in a location that was accessible, was not occupied full time, but was accessed on a routine basis. An example would be a mechanical room or boiler room.

"Continuous Access" identifies a material that was in a location that was occupied full time and was within reach of the occupants, or was frequently subject to direct disturbance. Examples would be exposed floor tile or a normal height ceiling.

5.5 Hazard Ranking

A hazard ranking has been determined for every ACM, in each functional space (room), and is listed in Table 7, Appendix A. The Hazard Rank is derived from the material's current condition and potential for future disturbance.

The DFCM required hazard assessment process used here produces seven hazard Ranks. The rankings of potential hazard range from 7, most hazardous, to 1, least hazardous, and are used to determine abatement priority. The highest ranking is reserved for ACM that is "significantly damaged". Hazard rankings 6 to 4 reflect ACM that is "damaged" (slight damage is the term used in Table 7), with a ranking of 6 indicating a "potential for significant damage", and a ranking of 5 indicating a "potential for damage." Hazard rankings of 3 to 1 are reserved for materials currently in good condition, but with a range of moderate to low in the likelihood for future disturbance.

Note that these seven rankings are different from, and should not be confused with, the seven AHERA categories of damage and potential damage described in Section 5.4, above, and listed in Table 5. This hazard assessment scheme is also completely reversed from the current EPA Management Planner hazard assessment scheme where a hazard rank of 1 is the most hazardous.

5.6 Homogeneous Areas with Special Considerations

None

5.7 Suspect Materials Presumed to be Asbestos-Containing Materials without Laboratory Analysis

None

5.8 Inaccessible Areas

None

5.9 Material(s) assumed to contain >1.0% asbestos without subsequent TEM or Point Count Analysis

None

6.0 RESPONSE ACTION COMMENTS

6.1 EPA Requirements

Asbestos is regulated as a hazardous air pollutant by the Environmental Protection Agency (EPA) under the authority of the Clean Air Act. The asbestos regulations are included in the National Emissions Standards for Hazardous Air Pollutants (NESHAP) and referenced as 40 CFR 61, Subpart M. ACMs identified in this report are subject to those regulations. Those regulations, and state and local regulations, should be carefully examined prior to renovation, demolition, cleanup, or any other activity which could disturb the ACMs, to ensure that all activities are in compliance with applicable requirements.

ACM is defined by the EPA, as any material containing greater than one precedent of asbestos. ACMs are categorized as being either friable or non-friable. Friable ACMs are those materials that can be easily crumbled, pulverized, or otherwise broken up using hand or finger pressure when dry, and are materials considered more likely to produce airborne asbestos fibers. Non-friable ACMs are materials that do not meet the above test, and are considered less likely to produce airborne asbestos fibers. Not all ACMs are regulated under NESHAP. Regulated ACM (RACM) means (a) Friable asbestos material, (b) Category I non-friable ACM that has become friable, (c) Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading, or (d) Category II non-friable that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of regulated demolition or renovation operations. Regulated demolition and renovation operations are those where the quantity of ACM affected is 260 linear feet or more on pipes, 160 square feet or more on other components, or 35 cubic feet or more in volume. There are certain notification requirements for demolition projects involving less than the above quantities.

Briefly, EPA requires that RACM be removed from facilities scheduled for demolition or renovation before any activity begins that would break up, dislodge, or similarly disturb the materials or preclude access to the materials for subsequent removal. Category I non-friable ACM that is not in poor condition and is not friable does not have to be removed prior to demolition of a facility. **However, these materials are exempt from mandatory removal only during demolition, not renovation. Removal is mandated when renovation activities are expected to disturb these ACMs and render them friable.** Category II non-friable ACM also does not have to be removed prior to demolition if the probability is low that the material will become crumbled, pulverized, or reduced to powder (made friable) during demolition. However, state regulations may require the removal of these materials. Additionally, Category I non-friable ACM that has not become crumbled, pulverized, or reduced to powder during demolition activities may be disposed of as ordinary construction waste.

In any situation where ACM remains in a building, it should be managed under a comprehensive operations and maintenance program (O&M). The procedures and

guidelines described in an O&M program should be followed whenever building maintenance activities may disturb any ACMs present in the building.

6.2 Renovation Options

The mastic is non-friable ACMs. NESHAP regulations require the removal of non-friable ACMs before they are **disturbed and made friable** during renovation activities. Therefore, we recommend that all of these materials be removed and properly disposed of by a licensed asbestos abatement contractor before renovation activities begin **which have the potential of disturbing and making these materials friable.** The removal project must follow the requirements of the OSHA regulation outlined in 29 CFR 1926.1101. While these materials remain in place, a comprehensive asbestos O&M program should be implemented when the building is occupied to reduce human exposure to airborne asbestos fibers.

7.0 COST ESTIMATES

A breakdown of the estimated removal costs by homogeneous area can be found in the Table 6, Appendix A. These cost estimates are provided for use in long-term budgeting and planning only, and do not have a level of accuracy sufficient to be used as a construction design cost estimate. The actual cost of asbestos removal is highly dependent on a number of factors such as the size of the project, the required time frame for removal, the time of year the job is conducted, the regulatory climate at the time, etc., therefore, actual abatement costs could vary significantly from these estimates. Replacement costs have not been included in these figures.

The cost for abatement design and management services is not included in these figures. These additional fees can range from 15% of the estimated abatement costs for large projects to greater than 50% for very small projects. The design and management fees cover the cost of preparing plans and specifications, conducting the bidding process as well as third-party oversight during abatement.

8.0 LIMITATIONS AND EXCLUSIONS OF WARRANTY

This asbestos survey and assessment was performed using procedures and a level of diligence typically exercised by professional consultants performing similar services. However, asbestos-containing material (ACM) can be present in a structure, but not identified using ordinary investigative procedures.

No asbestos survey can completely eliminate uncertainty regarding the presence of ACM. R & R Environmental, Inc. level of diligence and investigative procedures are intended to reduce, but not eliminate, potential uncertainty regarding the presence of ACM. The procedures used for this survey attempt to establish a balance between the competing goals of limiting investigative costs, time, and building damage, and reducing the uncertainty about unknown conditions. Therefore, the determinations in this report should not be construed as a guarantee that all ACM present in the subject property has been included in this report.

This report presents R & R Environmental, Inc.'s professional determinations, which are dependent upon information obtained during performance of consulting services. R &R Environmental, Inc. assumes no responsibility for omissions or errors resulting from inaccurate information provided by sources outside of R & R Environmental, Inc.

No warranty or guarantee, expressed or implied, is made regarding the findings, conclusions, or recommendations contained in this report. The limitations presented above supersede the requirements or provisions of all other contracts or scopes of work, implied or otherwise, except those stated or acknowledged herein.

Appendix A

Data Tables

Table 1

Asbestos-containing Materials by Homogeneous Area
Hafers Warehouse

Homogeneous Area Number	Material Description / Location	Friability	Asbestos Content	Quantity
M01	**Floor Tile and Mastic – Exposed** 9” x 9” Coffee, Brown, Tan Room: M5	Category I Non-Friable	5% Chrysotile (tile) >1% Chrysotile (mastic)	60 SF
M02	**Floor Tile – Exposed** 9” x 9” Green with Black and White Streaks Room: M5	Category I Non-Friable	> 1% Chrysotile	60 SF
M04	**Floor Tile – Exposed** 12” x 12” Tan with Cream and Maroon Streaks Room: M5	Category I Non-Friable	8% Chrysotile	30 SF
M05	**Floor Tile – Exposed** 12” x 12” Carmel, White, marble, Maroon, Brown Rooms: M6-M10	Category I Non-Friable	8% Chrysotile	1,080 SF
M06	**Floor Tile – Exposed** 12” x 12” White with Gold Splotches Room: M11	Category I Non-Friable	> 1% Chrysotile	300 SF
M07	**Floor Tile – Exposed** 12” x 12” Tan Rooms: M12, M16, U12	Category I Non-Friable	5% Chrysotile	315 SF
M08	**Floor Tile and Mastic – Exposed** 12” x 12” White Alligator Room: M13	Category I Non-Friable	5% Chrysotile	75 SF
M10	**Floor Tile – Exposed** 12” x 12” Off-white with Black Streaks Rooms: U26, U36	Category I Non-Friable	5% Chrysotile	320 SF
M11	**Rolled Vinyl Flooring – Exposed** Tan Squares Rooms: U16-U23, U25	Category I Non-Friable	60% Chrysotile	1,450 SF
M12	**Rolled Vinyl Flooring – Exposed** Red Squares Rooms: U19, U34, U38	Category I Non-Friable	60% Chrysotile	1,050 SF
M13	**Rolled Vinyl Flooring – Exposed** Dark Red Room: U8	Category I Non-Friable	60% Chrysotile	80 SF
M14	**Rolled Vinyl Flooring – Exposed** Orange Squares Rooms: U27, U31	Category I Non-Friable	65% Chrysotile	450 SF
M15	**Rolled Vinyl Flooring – Exposed** Brown Stone Pattern Room: M2	Category I Non-Friable	60% Chrysotile	40 SF

Table 2

Homogeneous Areas That Do Not Contain Asbestos
Hafers Warehouse

Homogeneous Area Number	Material Description	Material Location
M03	**Floor Tile – Exposed** 12” x 12” Tan with Beige, Gold and Tan Streaks	Room: M1
M09	**Floor Tile – Exposed** 12” x 12” Orange with Black and Tan Splotches	Rooms: M14, M15, U9, U10, U11
M16	**Cove Base** 4” Brown	Rooms: Various Throughout
M17	**Stair Tread** Brown Rubber	Room: East Central Hallway
M18	**Ceiling Panel** 2’ x 4’ White Suspended Ceiling Panel White Vinyl and Fiberglass	Room: M17
M19	**Ceiling Panel** 2’ x 4’ White Suspended Ceiling Panel Small Crevasses and Small Pinholes	Rooms: M3, M6, M7, M8, M9, M10
M20	**Ceiling Panel** 2’ x 4’ White Suspended Ceiling Panel Large Crevasses and Pinholes	Rooms: All Upstairs Suspended Ceiling Panels
M21	**Ceiling Tile** 12” White Ceiling Tile Small Holes and Pinholes	Room: M11
M22	**Ceiling Tile** 12” White Ceiling Tile Medium and Large Holes	Rooms: M12, M13
M23	**Ceiling Tile** 12” White Ceiling Tile Large Crevasses	Rooms: M14, M15, U1, U2, U3, U4, U5, U7
M24	**Ceiling Tile** 18” White Ceiling Tile Smooth	Rooms: U6
M25	**Ceiling Tile** 12” White Ceiling Tile Small Crevasses and Pinholes	Rooms: U39
M26	**Wall System** Gypsum Plaster, White Joint Compound, Paper Tape	Rooms: Various Throughout

Table 3

Bulk Sample Analytical Results by Sample Number
Hafers Warehouse

Sample Number	Homogeneous Area Number	Material Samples	Sample Location	Analytical Results
HW-01	M01	9” Floor Tile	Room M5	5% Chrysotile (tile) > 1% Chrysotile (mastic)
HW-02	M02	9” Floor Tile	Room M5	>1% Chrysotile
HW-03	M03	12” Floor Tile	Room M1	None Detected
HW-04	M04	12” Floor Tile	Room M5	8% Chrysotile
HW-05	M05	12” Floor Tile	Room M10	8% Chrysotile
HW-06	M06	12” Floor Tile	Room M11	> 1% Chrysotile
HW-07	M07	12” Floor Tile	Room U12	5% Chrysotile
HW-08	M08	12” Floor Tile	Room M13	5% Chrysotile (tile) > 1% Chrysotile (mastic)
HW-09	M09	12” Floor Tile	Room U11	None Detected
HW-10	M10	12” Floor Tile	Room U36	5% Chrysotile
HW-11	M11	Rolled Vinyl Flooring	Room U17	60% Chrysotile
HW-12	M12	Rolled Vinyl Flooring	Room U19	60% Chrysotile
HW-13	M13	Rolled Vinyl Flooring	Room U8	60% Chrysotile
HW-14	M14	Rolled Vinyl Flooring	Room U31	65% Chrysotile
HW-15	M15	Rolled Vinyl Flooring	Room M2	60% Chrysotile
HW-16	M16	Stair Tread	East Stairs	None Detected
HW-17	M17	Cove Base	Room M2	None Detected
HW-18	M20	12” Ceiling Tile	Room U13	None Detected
HW-19	M22	12” Ceiling Tile	Room U Main Hallway	None Detected
HW-20	M21	12” Ceiling Tile	Room U6	None Detected
HW-21	M18	12” Ceiling Tile	Room M4	None Detected
HW-22	M19	12” Ceiling Tile	Room M5	None Detected
HW-23	M24	2 x 4Ceiling Panel	Room M3	None Detected
HW-24	M25	2 x 4Ceiling Panel	Room U21	None Detected
HW-25	M26	Wall System	Room U19	None Detected
HW-26	M26	Wall System	Room M1	< 1% Chrysotile (Joint Compound)
HW-27	M26	Wall System	Room U17	None Detected
HW-28	M26	Wall System	Room M Central Hallway	None Detected
HW-29	M26	Wall System	Room U12	2% Chrysotile (Joint Compound) Overall < 1% Chrysotile

Note: ND = No Asbestos Detected, NA = Not Analyzed, TR = <1% Asbestos, QC = Quality Control Split Sample

Table 4

Bulk Sample Analytical Results by Homogeneous Area Number
Hafers Warehouse

Sample Number	Homogeneous Area Number	Material Samples	Sample Location	Analytical Results
HW-01	M01	9” Floor Tile	Room M5	5% Chrysotile (tile) > 1% Chrysotile (mastic)
HW-02	M02	9” Floor Tile	Room M5	>1% Chrysotile
HW-03	M03	12” Floor Tile	Room M1	None Detected
HW-04	M04	12” Floor Tile	Room M5	8% Chrysotile
HW-05	M05	12” Floor Tile	Room M10	8% Chrysotile
HW-06	M06	12” Floor Tile	Room M11	> 1% Chrysotile
HW-07	M07	12” Floor Tile	Room U12	5% Chrysotile
HW-08	M08	12” Floor Tile	Room M13	5% Chrysotile (tile) > 1% Chrysotile (mastic)
HW-09	M09	12” Floor Tile	Room U11	None Detected
HW-10	M10	12” Floor Tile	Room U36	5% Chrysotile
HW-11	M11	Rolled Vinyl Flooring	Room U17	60% Chrysotile
HW-12	M12	Rolled Vinyl Flooring	Room U19	60% Chrysotile
HW-13	M13	Rolled Vinyl Flooring	Room U8	60% Chrysotile
HW-14	M14	Rolled Vinyl Flooring	Room U31	65% Chrysotile
HW-15	M15	Rolled Vinyl Flooring	Room M2	60% Chrysotile
HW-16	M16	Stair Tread	East Stairs	None Detected
HW-17	M17	Cove Base	Room M2	None Detected
HW-21	M18	12” Ceiling Tile	Room M4	None Detected
HW-22	M19	12” Ceiling Tile	Room M5	None Detected
HW-18	M20	12” Ceiling Tile	Room U13	None Detected
HW-20	M21	12” Ceiling Tile	Room U6	None Detected
HW-19	M22	12” Ceiling Tile	Room U Main Hallway	None Detected
HW-23	M24	2 x 4Ceiling Panel	Room M3	None Detected
HW-24	M25	2 x 4Ceiling Panel	Room U21	None Detected
HW-25	M26	Wall System	Room U19	None Detected
HW-26	M26	Wall System	Room M1	< 1% Chrysotile (Joint Compound)
HW-27	M26	Wall System	Room U17	None Detected
HW-28	M26	Wall System	Room M Central Hallway	None Detected
HW-29	M26	Wall System	Room U12	2% Chrysotile (Joint Compound) Overall < 1% Chrysotile

Note: ND = No Asbestos Detected, NA = Not Analyzed, TR = <1% Asbestos, QC = Quality Control Split Sample

Table 5

Damage and Hazard Assessment by Homogeneous Area
Hafers Warehouse

Area Number	Material Type	Substrate	Assessment Category	Damage	Accessibility	Disturbance Potential
M01	**Floor Tile and Mastic – Exposed**	**M01**	X	Damaged	Continuous Access	Low
M02	**Floor Tile – Exposed**	**M02**	X	Damaged	Continuous Access	Low
M04	**Floor Tile – Exposed**	**M04**	X	Damaged	Continuous Access	Low
M05	**Floor Tile – Exposed**	**M05**	X	Damaged	Continuous Access	Low
M06	**Floor Tile – Exposed**	**M06**	X	Damaged	Continuous Access	Low
M07	**Floor Tile – Exposed**	**M07**	X	Undamaged	Periodic Access	Low
M08	**Floor Tile and Mastic – Exposed**	**M08**	X	Undamaged	Periodic Access	Low
M10	**Floor Tile – Exposed**	**M10**	X	Undamaged	Periodic Access	Low
M11	**Rolled Vinyl Flooring – Exposed**	**M11**	5	Undamaged	Periodic Access	Low
M12	**Rolled Vinyl Flooring – Exposed**	**M12**	5	Undamaged	Periodic Access	Low
M13	**Rolled Vinyl Flooring – Exposed**	**M13**	5	Undamaged	Periodic Access	Low
M14	**Rolled Vinyl Flooring – Exposed**	**M14**	5	Undamaged	Periodic Access	Low
M15	**Rolled Vinyl Flooring – Exposed**	**M15**	5	Undamaged	Continuous Access	Low

Note: Assessment Categories:

1-Damaged or significantly damaged thermal system insulation ACM
2-Damaged friable surfacing ACM
3-Significantly damaged friable surfacing ACM
4-Damaged or significantly damaged friable miscellaneous ACM
5-ACM with potential for damage
6-ACM with potential for significantly damage
7-Any remaining friable ACM or friable suspect ACM
X-Not applicable (material is non-friable surfacing or miscellaneous material)

Table 6

Estimated Abatement Costs by Homogeneous Area
Hafers Warehouse

Homogeneous Area Number	Material	Quantity	Unit Cost	Abatement Cost
M01	**Floor Tile and Mastic – Exposed**	60 SF	$3.65	$219.00
M02	**Floor Tile – Exposed**	60 SF	$2.35	$141.00
M04	**Floor Tile – Exposed**	30 SF	$2.35	$70.50
M05	**Floor Tile – Exposed**	1,080 SF	$2.35	$2,538.00
M06	**Floor Tile – Exposed**	300 SF	$2.35	$705.00
M07	**Floor Tile – Exposed**	335 SF	$2.35	$787.25
M08	**Floor Tile and Mastic – Exposed**	75 SF	$3.65	$273.75
M10	**Floor Tile – Exposed**	320 SF	$2.35	$752.00
M11	**Rolled Vinyl Flooring – Exposed**	1,450 SF	$3.10	$4,495.00
M12	**Rolled Vinyl Flooring – Exposed**	1,050 SF	$3.10	$3,255.00
M13	**Rolled Vinyl Flooring – Exposed**	80 SF	$3.10	$248.00
M14	**Rolled Vinyl Flooring – Exposed**	450 SF	$3.10	$1,395.00
M15	**Rolled Vinyl Flooring – Exposed**	40 SF	$3.10	$124.00
TOTAL ESTIMATED ABATEMENT COST				**$15,003.50**

Note: Estimated abatement costs do not include replacement costs or costs for a consultant to manage the abatement.

Table 7

Abatement Cost and Hazard Rank by Functional Space
Hafers Warehouse

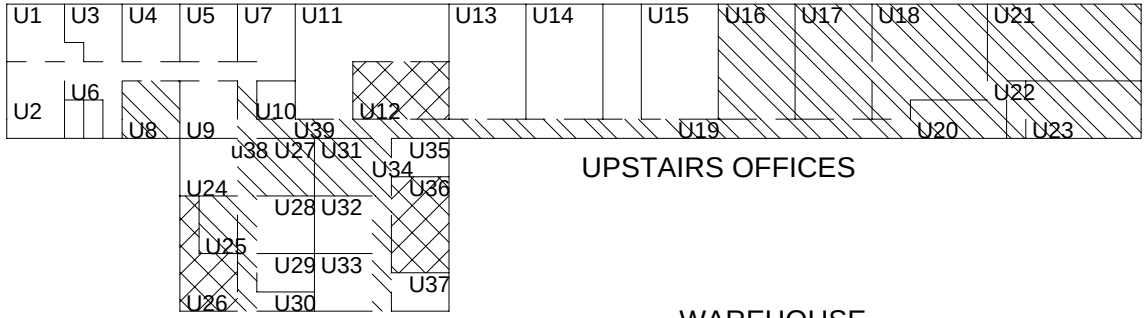
Room Number	Homog. Area Number	Material Description	Amount	Total Cost	Asbestos Content	Condition	Disturbance Potential	DFCM Hazard Rank
M2	M15	Rolled Vinyl Flooring	40 SF	124.00	60% Chrysotile	Damaged	Low	1
			SF		5% Chrysotile (tile)	Damaged	Low	1
M5	M1	Floor Tile and Mastic	60	219.00	> 1% Chrysotile (mastic)			
M5	M2	Floor Tile	60 SF	141.00	> 1% Chrysotile	Damaged	Low	1
M5	M4	Floor Tile	30 SF	70.50	8% Chrysotile	Damaged	Low	1
M6	M5	Floor Tile	250 SF	587.5	8% Chrysotile	Damaged	Low	1
M7	M5	Floor Tile	75 SF	176.25	8% Chrysotile	Damaged	Low	1
M8	M5	Floor Tile	800 SF	1,880.00	8% Chrysotile	Damaged	Low	1
M9	M5	Floor Tile	40 SF	94.00	8% Chrysotile	Damaged	Low	1
M10	M5	Floor Tile	25 SF	58.75	8% Chrysotile	Damaged	Low	1
M11	M6	Floor Tile	300 SF	705.00	5% Chrysotile	Damaged	Low	1
M12	M7	Floor Tile	75 SF	176.25	5% Chrysotile	Damaged	Low	1
M13	M8	Floor Tile and Mastic	75 SF	273.75	5% Chrysotile	Damaged	Low	1
M16	M7	Floor Tile	80 SF	188.00	5% Chrysotile	Damaged	Low	1
U8	M13	Rolled Vinyl Flooring	40 SF	124.00	5% Chrysotile	Damaged	Low	1
U12	M7	Floor Tile	140 SF	329.00	5% Chrysotile	Damaged	Low	1
U16	M11	Rolled Vinyl Flooring	280 SF	840.00	60% Chrysotile	Damaged	Low	1
U17	M11	Rolled Vinyl Flooring	280 SF	840.00	60% Chrysotile	Damaged	Low	1
U18	M11	Rolled Vinyl Flooring	300 SF	930.00	60% Chrysotile	Damaged	Low	1
U19	M12	Rolled Vinyl Flooring	400 SF	1,240	60% Chrysotile	Damaged	Low	1
U20	M11	Rolled Vinyl Flooring	75 SF	232.50	60% Chrysotile	Damaged	Low	1
U21	M11	Rolled Vinyl Flooring	300 SF	930.00	60% Chrysotile	Damaged	Low	1
U22	M11	Rolled Vinyl Flooring	35 SF	108.50	60% Chrysotile	Damaged	Low	1
U23	M11	Rolled Vinyl Flooring	80 SF	248.00	60% Chrysotile	Damaged	Low	1
U25	M11	Rolled Vinyl Flooring	100 SF	310.00	60% Chrysotile	Damaged	Low	1
U26	M18	Rolled Vinyl Flooring	140 SF	329.00	60% Chrysotile	Damaged	Low	1
U27	M14	Rolled Vinyl Flooring	225 SF	697.50	65% Chrysotile	Damaged	Low	1
U31	M14	Rolled Vinyl Flooring	225 SF	697.5	65% Chrysotile	Damaged	Low	1
U34	M12	Rolled Vinyl Flooring	180 SF	558.00	60% Chrysotile	Damaged	Low	1
U36	M10	Floor Tile	180 SF	423.00		Damaged	Low	1
U38	M12	Rolled Vinyl Flooring	140 SF	434.00	60% Chrysotile	Damaged	Low	1
U39	M12	Rolled Vinyl Flooring	230 SF	713.00	60% Chrysotile	Damaged	Low	1

Note: SF = Square Feet

Appendix B

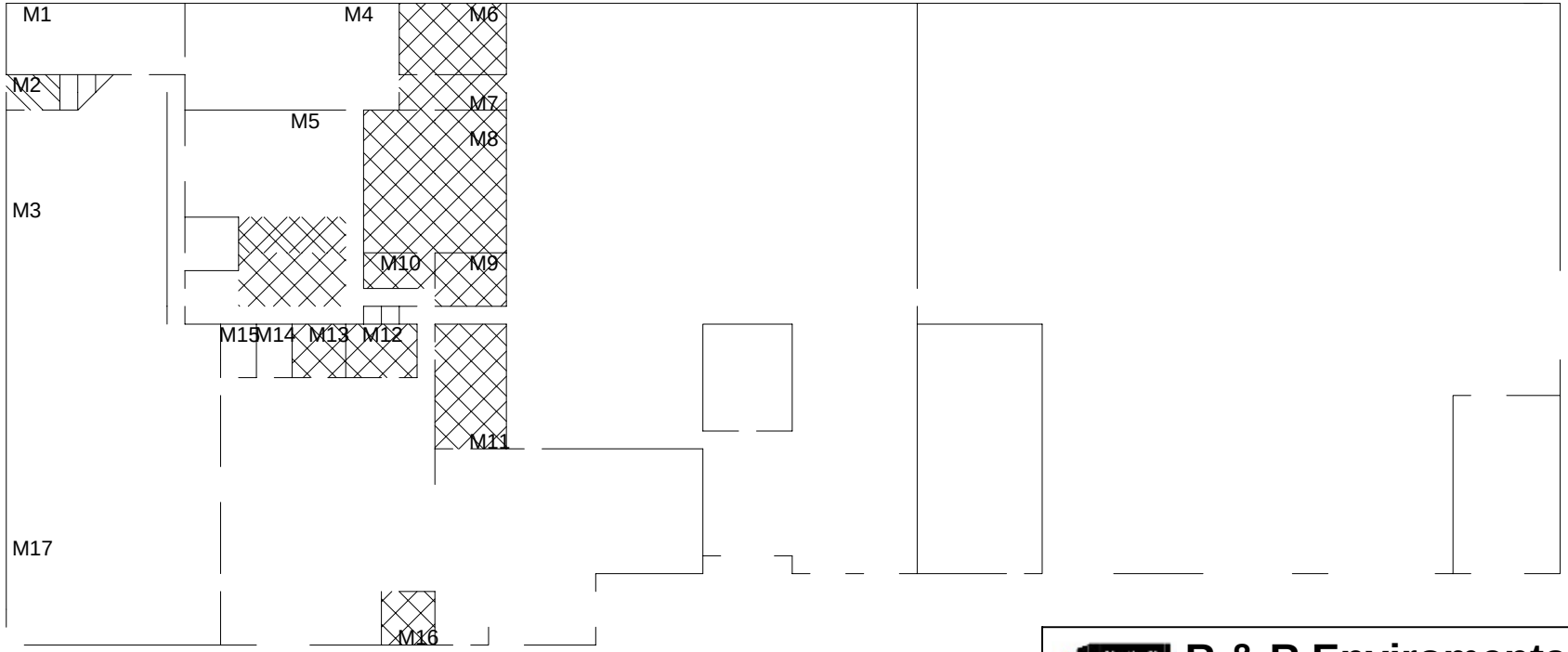
Building Floor Plans

ASBESTOS FLOOR PLAN



UPSTAIRS OFFICES

WAREHOUSE



= Vinyl Floor Tile

= Vinyl Floor Tile and Mastic

= Rolled Viny Flooring

N

R & R Enviromental, Inc.

DRAWN J. Craig 9-5-06		Hafers Warehouse 1563 South 300 West Salt Lake City, Utah 84115
CHECKED D. Roskelley 9-5-06		
ENGINEER		SIZE A / DWG NUMBER 0001-0001
APPROVED D. Roskelley 9-5-06		
SCALE	REV -	SHEET 1 OF 1

Appendix C

Photograph Log

Photograph Log
Hafers Warehouse

1. Floor tile is asbestos containing. Homogeneous Area M01
2. Floor tile is asbestos containing. Homogeneous Area M02
3. Floor tile is asbestos containing. Homogeneous Area M04
4. Floor tile is asbestos containing. Homogeneous Area M05
5. Floor tile is asbestos containing. Homogeneous Area M06
6. Floor tile is asbestos containing. Homogeneous Area M07
7. Floor tile is asbestos containing. Homogeneous Area M08
8. Floor tile is asbestos containing. Homogeneous Area M10
9. Rolled Vinyl Flooring is asbestos containing. Homogeneous Areas M11
10. Rolled Vinyl Flooring is asbestos containing. Homogeneous Areas M12
11. Rolled Vinyl Flooring is asbestos containing. Homogeneous Areas M13
12. Rolled Vinyl Flooring is asbestos containing. Homogeneous Areas M14
13. Rolled Vinyl Flooring is asbestos containing. Homogeneous Areas M15

PHOTO 1

PHOTO 2

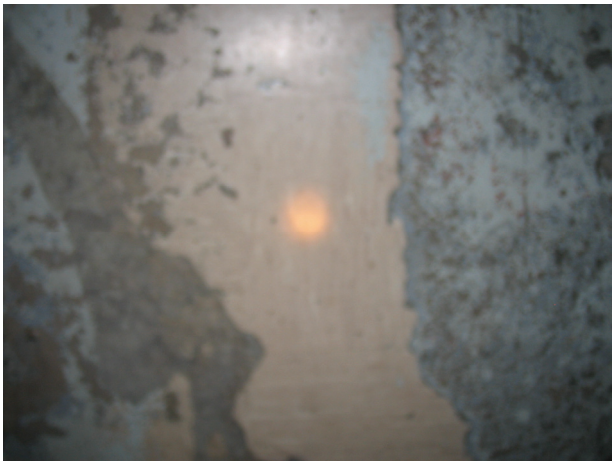


PHOTO 3

PHOTO 4

R & R Environmental, Inc.

47 West 9000 South, Suite #2, Sandy, Utah 84070
(801) 352-2380 • Fax: (801) 352-2381

PROJECT NO:		
DESIGNED BY:	SCALE:	REVIEWED BY:
DRAWN BY:	DATE:	FILE:

SITE PHOTOGRAPHS

ASBESTOS SURVEY AND ASSESSMENT

HAFERS WAREHOUSE
1563 SOUTH 300 WEST
SALT LAKE CITY, UTAH 84115

PHOTO 5

PHOTO 6

PHOTO 7

PHOTO 8

R & R Environmental, Inc.

47 West 9000 South, Suite #2, Sandy, Utah 84070
(801) 352-2380 • Fax: (801) 352-2381

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DESIGNED BY:	SCALE:	REVIEWED BY:
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SITE PHOTOGRAPHS

ASBESTOS SURVEY AND ASSESSMENT

HAFERS WAREHOUSE
1563 SOUTH 300 WEST
SALT LAKE CITY, UTAH 84115

PHOTO 9

PHOTO 10

PHOTO 11

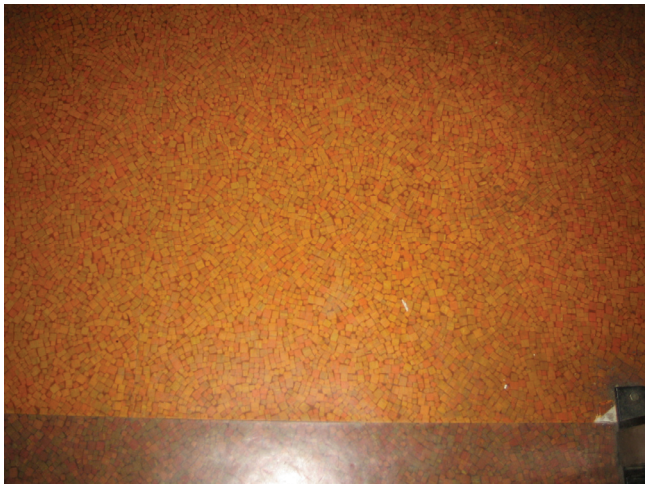

PHOTO 12

R & R Environmental, Inc.

47 West 9000 South, Suite #2, Sandy, Utah 84070
(801) 352-2380 • Fax: (801) 352-2381

PROJECT NO:		
DESIGNED BY:	SCALE:	REVIEWED BY:
DRAWN BY:	DATE:	FILE:

SITE PHOTOGRAPHS

ASBESTOS SURVEY AND ASSESSMENT

HAFERS WAREHOUSE
1563 SOUTH 300 WEST
SALT LAKE CITY, UTAH 84115

PHOTO 13

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47 West 9000 South, Suite #2, Sandy, Utah 84070
(801) 352-2380 • Fax: (801) 352-2381

PROJECT NO:		
DESIGNED BY:	SCALE:	REVIEWED BY:
DRAWN BY:	DATE:	FILE:

SITE PHOTOGRAPHS

ASBESTOS SURVEY AND ASSESSMENT

HAFERS WAREHOUSE
1563 SOUTH 300 WEST
SALT LAKE CITY, UTAH 84115

Appendix D

Laboratory Analytical Reports

August 30, 2006

Mr. Jon Craig
Mr. Dave Roskelley
R&R Environmental
47 West 9000 South, Unit #2
Sandy, UT 84070

Ref: Batch #71374, Lab #RR16346-RR16374
Received August 30, 2006
Test Report
Herfers Warehouse - DFCM
Sampled by Jon Craig, 8/29/06

Dear Mr. Craig:

Samples RR16346 through RR16374 have been analyzed by visual estimation based on EPA-600/M4-82-020 December 1982 optical microscopy test method. Appendix "A" contains statements which an accredited laboratory must make to meet the requirements of accrediting agencies. It also contains additional information about the method of analysis. Appendix "A" must be included as an essential part of this test report.

This report may be reproduced but all reproduction must be in full unless written approval is received from the laboratory for partial reproduction. The results of analysis are as follows:

Lab RR16346, Field HW-01 9" VFT #1
This is **5% chrysotile asbestos** in a tan plastic and limestone tile.

Note: The black tar mastic contains **greater than 1% chrysotile asbestos**.

The tile is 99% of the sample. The black tar mastic is 1 % of the sample.

Lab RR16347, Field HW-02 9" VFT #2
This is **greater than 1% chrysotile asbestos** in a gray plastic and limestone tile.

Note: **Asbestos is none detected** in the black tar and rubber mastic.

The tile is 99% of the sample. The mastic is 1% of the sample.
Note: The morphology of the fibers in the plastic and limestone tile are consistent with chrysotile asbestos. Fiber size is too small for confirmation by dispersion staining. Transmission Electron Microscopy (TEM) is recommended for final confirmation that this is chrysotile asbestos.

Lab RR16348, Field HW-03 12" VFT #1
This is a tan and off-white plastic and limestone tile with yellow resin mastic. **Asbestos is none detected.**

The tile is greater than 99% of the sample. The mastic is less than 1% of the sample.

Lab RR16349, Field HW-04 12" VFT #2
This sample contains two types of material: The first type is **8% chrysotile asbestos** in tan plastic and limestone tile; the second type is yellow resin, gray and red paint and debris. This sample is non-homogeneous.

The first type is 98% of the sample. The second type is 2% of the sample.

Lab RR16350, Field HW-05 12" VFT #3
This is **8% chrysotile asbestos** in a brown plastic and limestone tile.

Note: **Asbestos is none detected** in the black tar and rubber mastic.

The tile is 99% of the sample. The mastic is 1% of the sample.

Lab RR16351, Field HW-06 12" VFT #4
This sample contains three types of material: The first type is greater than **1% chrysotile asbestos** in off-white and golden colored plastic and limestone tile; the second type is yellow resin mastic; the third type is gray plaster. This sample is non-homogeneous.

The first type is 97% of the sample. The second type is 1% of the sample. The third type is 2% of the sample.

Note: The morphology of the fibers in the plastic and limestone tile are consistent with chrysotile asbestos. Fiber size is too small for confirmation by dispersion staining. Transmission Electron Microscopy (TEM) is recommended for final confirmation that this is chrysotile asbestos.

Lab RR16352, Field HW-07 12" VFT #5, Rm 12
This is **5% chrysotile asbestos** in a tan and off-white plastic and limestone tile with wax and debris. **Note**: no mastic.

Note: The morphology of the fibers in the plastic and limestone tile are consistent with chrysotile asbestos. Fiber size is too small for confirmation by dispersion staining. Transmission Electron Microscopy (TEM) is recommended for final confirmation that this is chrysotile asbestos.

Lab RR16353, Field HW-08 12" VFT #6
This is **5% chrysotile asbestos** in a tan and off-white plastic and limestone tile.

Note: The black tar mastic contains **greater than 1% chrysotile asbestos**.

The tile is 99% of the sample. The black tar mastic is less than 1% of the sample.

Lab RR16354, Field HW-09 12" VFT #7, Rm 11
This is a 2% plant fiber in orange plastic and limestone tile. **Asbestos is none detected.**

Note: No mastic.

Lab RR16355, Field HW-10 12" VFT #8, Rm 36
This is **5% chrysotile asbestos** in a tan and off-white plastic and limestone tile.

Note: **Asbestos is none detected** in the brown resin mastic.

The tile is 98% of the sample. The mastic is 2% of the sample.

Lab RR16356, Field HW-11 RVF #1, Rm 17
This sample has a top layer of tan and off-white plastic and limestone and a bottom layer of **60% chrysotile asbestos** and 5% plant fiber in gray binder with white resin mastic.

The top layer is 65% of the sample. The bottom layer is 35% of the sample.

Lab RR16357, Field HW-12 RVF #2, Rm 19
This sample has a top layer of brown plastic and limestone and a bottom layer of **60% chrysotile asbestos** and 5% plant fiber in gray binder with yellow resin mastic.

The top layer is 65% of the sample. The bottom layer is 35% of the sample.

Lab RR16358, Field HW-13 RVF #3, Rm 8
This sample has a top layer of brown plastic, a middle layer of white foam plastic, and a bottom layer of **60% chrysotile asbestos** and 5% plant fiber in gray binder with white mastic and plaster.

The top layer is 20% of the sample. The middle layer is 30% of the sample. The bottom layer is 50% of the sample.

Lab RR16359, Field HW-14 RVF #4, Rm 31
This sample has a top layer of brown plastic and limestone and a bottom layer of **65% chrysotile asbestos** and 5% plant fiber in gray binder.

The top layer is 65% of the sample. The bottom layer is 35% of the sample.

Lab RR16360, Field HW-15 RVF #5, Front entry hall
This sample has a top layer of brown and white plastic, a middle layer of white foam plastic, and a bottom layer of **60% chrysotile asbestos** and 5% plant fiber in gray binder with yellow resin mastic and brown paint.

The top layer is 25% of the sample. The middle layer is 25% of the sample. The bottom layer is 50% of the sample.

Lab RR16361, Field HW-16 Stair tread, E stairs

This sample contains two types of material: The first type is brown rubber and limestone; the second type is tan and yellow resin mastic. This sample is non-homogeneous. **Asbestos is none detected.**

The first type is 98% of the sample. The second type is 2% of the sample.

Lab RR16362, Field HW-17 Cove base #1, front entry hall
This is a brown rubber and limestone with brown resin mastic. **Asbestos is none detected.**

The tile is 98% of the sample. The mastic is 2% of the sample.

Lab RR16363, Field HW-18 12" CT #3, Rm 13
This is a light gray sample with perlite, 20% plant fiber, and 30% mineral wool in resin binder with a white coating on one side. **Asbestos is none detected.**

The white coating is 1% of the sample.

Lab RR16364, Field HW-19 12" CT #5, hallway US
This sample contains two types of material: The first type is brown compressed wood fiber in binder with a white coating on one side; the second type is less than 1% mineral wool in brown resin mastic. This sample is non-homogeneous. **Asbestos is none detected.**

The first type is 95% of the sample. The second type is 5% of the sample.

Lab RR16365, Field HW-20 18" CT #4
This sample contains two types of material: The first type is brown compressed wood fiber in binder with a white coating on one side; the second type is brown resin mastic. This sample is non-homogeneous. **Asbestos is none detected.**

The first type is 90% of the sample. The second type is 10% of the sample.

Lab RR16366, Field HW-21 12" CT #1
This is brown compressed wood fiber in binder with a white coating on one side. **Asbestos is none detected.**

The white coating is 1% of the sample.

Lab RR16367, Field HW-22 12" CT #2
This sample contains two types of material: The first type is

brown compressed wood fiber in binder with a white coating on one side; the second type is 1% talc fiber in brown resin mastic. This sample is non-homogeneous. **Asbestos is none detected.**

The first type is 95% of the sample. The second type is 5% of the sample.

Lab RR16368, Field HW-23 2x4 CP #2
This is a light gray sample with perlite, 25% plant fiber, and 25% mineral wool in resin binder with a white coating on one side. **Asbestos is none detected.**

The white coating is 1% of the sample.

Lab RR16369, Field HW-24 2x4 CP #3, Rm 21
This is a light gray sample with perlite, 25% plant fiber, and 25% mineral wool in resin binder with a white coating on one side. **Asbestos is none detected.**

The white coating is 1% of the sample.

Lab RR16370, Field HW-25 Wall system , Rm 19
This sample contains white paint, white micaceous limestone joint compound, tan and white plant fiber paper, and white gypsum plaster with 1% fiberglass and 1% plant fiber. This sample is non-homogeneous. **Asbestos is none detected.**

The paint is 1% of the sample. The joint compound is 10% of the sample. The plant fiber paper is 5% of the sample. The white gypsum plaster is 84% of the sample.

Lab RR16371, Field HW-26 Wall system, front N
This sample contains off-white paint, **less than 1% chrysotile asbestos** and 1% talc fiber in micaceous white limestone joint compound, tan and white plant fiber paper, and white gypsum plaster with 1% fiberglass and 1% plant fiber. This sample is non-homogeneous. Overall, this is less than 1% chrysotile asbestos.

The paint is white 2% of the sample. The joint compound is 5% of the sample. The plant fiber paper is 45% of the sample. The white gypsum plaster is 48% of the sample.

Lab RR16372, Field HW-27 Wall system, Rm 17
This sample contains white paint, white micaceous limestone joint

compound, tan and white plant fiber paper, and white gypsum plaster with 1% fiberglass and 1% plant fiber. This sample is non-homogeneous. **Asbestos is none detected.**

The paint is 1% of the sample. The joint compound is 5% of the sample. The plant fiber paper is 5% of the sample. The white gypsum plaster is 89% of the sample.

Lab RR16373, Field HW-28 Wall system, DS Cent hall
This sample contains white paint, white micaceous gypsum joint compound, brown plant fiber paper, and white gypsum plaster with 1% fiberglass. This sample is non-homogeneous. **Asbestos is none detected.**

The paint is 1% of the sample. The joint compound is 10% of the sample. The plant fiber paper is 5% of the sample. The white gypsum plaster is 84% of the sample.

Lab RR16374, Field HW-29 Wall system, Rm 12
This sample contains white paint, **2% chrysotile asbestos** in micaceous white limestone joint compound, tan and white plant fiber paper, and white gypsum plaster with 2% plant fiber. This sample is non-homogeneous. Overall, this is less than 1% chrysotile asbestos.

The paint is 1% of the sample. The joint compound is 5% of the sample. The plant fiber paper is 10% of the sample. The white gypsum plaster is 84% of the sample.

In order to be sure reagents and tools used for analysis are not contaminated with asbestos, blanks are tested. Asbestos was none detected in the blanks tested with this bulk sample set.

Very truly yours,

Steve H. Dixon, President

Analyst: Steve H. Dixon _____ Date Analyzed: 8/30/061

HAZARDOUS MATERIALS INSPECTION
FOR THE
HAFERS WAREHOUSE
1563 SOUTH 300 WEST
SALT LAKE CITY, UTAH 84115

DFCM PROJECT NUMBER: 05202300

September 5, 2006

Prepared for:

State of Utah–Department of Administrative Services

DIVISION OF FACILITIES CONSTRUCTION
AND MANAGEMENT
4110 State Office Building/Salt Lake City, Utah 84114/538-3018

Mr. Robert Anderson
Hazardous Materials Manager
State of Utah
Department of Administrative Services
Division of Facilities Construction and Management (DFCM)
State Office Building Room 4110
Salt Lake City, Utah 84114
PH: (801) 538.3624
FX: (801) 538-3267

Prepared by:

David C. Roskelley, MSPH, CIH, CSP
R & R Environmental, Inc. (R & R)
47 West 9000 South, Suite #2
Sandy, Utah 84070
dave@rrenviro.com
Phone (801) 541-1035

R & R
ENVIRONMENTAL, INC.
ASBESTOS • LEAD • INDUSTRIAL HYGIENE
47 West 9000 South, Suite #2 Sandy, Utah 84070
(801) 352-2380 : Office (801) 352-2381: Fax

Hazardous Materials Inspection

Hafers Warehouse
1563 South 300 West
Salt Lake City, Utah 84115

On August 29, 2006, Jon Craig of R & R Environmental, Inc., conducted a hazardous materials inspection of the Fort Douglas Military Museum located at 1563 South 300 West, Salt Lake City, Utah 84115. The purpose of this survey was to identify the existence, extent, and condition of hazardous materials. The inspection was conducted based on a agreement with Mr. Robert J. Anderson, State of Utah Division of Facility Construction and Management (DFCM), Hazardous Material Manager.

Hazardous materials requiring proper removal and disposal were identified at the Hafers Warehouse, 1563 South 300 West, Salt Lake City, Utah as follows:

Material	Location	Quantity	Unit Cost
Thermostat	Throughout	6 units	$25.00/unit
A/C Unit	Offices	2 unit	$100.00/unit
PCB Ballast	Throughout	135 units	$1.00/lbs. (avg. 5lbs./unit)
Fluorescent Light	Throughout	260 tubes	$0.50/linear foot

The State of Utah's DFCM policy requires the items above to be removed and disposed of at a facility approved to accept such waste prior to demolition. This may or may not be applied to the city of Logan, Iron County, but R & R Environmental, Inc. recommends removal and proper disposal of these components prior to any demolition activities.

The cost estimate to remove and dispose of these hazardous materials is estimated at approximately **$1,545.00**. This cost estimate does not include transportation, removal, design, or management fees associated with dismantling and packaging the materials.