SECTION 13289 HAZARDDOUS MATERIAL DISPOSAL

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes: Labor, materials, equipment, and services necessary to fully complete removal of hazardous materials specified herein including, but not limited to:
 - 1. Removal of scheduled equipment from OWNER's premises.
 - 2. Verified disposal of scheduled hazardous material.
 - 3. Verified disposal of contaminated equipment.
- B. A complete description of hazardous material is given in Hazardous Material Schedule included in this Section.

1.02 HAZARDOUS MATERIAL DISPOSAL CONTRACTOR

A. Hazardous Material Disposal Contractor performing this Work (hereinafter referred to as CONTRACTOR) shall be experienced in the handling, disposal, clean up, and documentation of PCB capacitors, mercury filled pressure switches, Lead cables and Lead materials, and PCB light fixture ballasts. CONTRACTOR shall provide insurance certificates for performing this Work at levels of coverage as specified in Conditions of the Contract. Insurance policies shall not contain pollution exclusion clauses for performing Work required under this Contract. CONTRACTOR shall provide insurance certificates that cover environmental pollution Work for performance under this Contract and shall hold harmless from and indemnify OWNER and ENGINEER against claims, suits, actions, costs, counsel fees, expenses, damages, judgments, or decrees by reason of any person or persons or property being damaged or injured by performance of CONTRACTOR during the progress of this Work.

1.03 PERMITS, INSPECTIONS, AND LICENSES

A. Procure permits, licenses, approvals, and other documents which are required for processing removal, transporting, and disposal of hazardous material and equipment specified on Schedules. CONTRACTOR shall observe and abide by requirements of Federal, State, and local laws, rules, regulations, and/or ordinances applicable to the services to be performed. If changes occur with respect to such laws, rules, regulations, or ordinances which interfere with execution of this Contract, CONTRACTOR shall comply with these changes and shall obtain any additional permits, licenses, approvals, or other documents required by such changes to allow timely completion of this Contract. CONTRACTOR shall pay fees for these documents when such fees are required.

1.04 PAYMENT

A. An invoice shall be prepared by CONTRACTOR once disposal Work has been completed. Payments to CONTRACTOR will not be made until written verifications of disposal are submitted to ENGINEER.

1.05 SCHEDULE

A. Work shall be done between the hours of 8:00 a.m. and 4:00 p.m. local time, Monday through Friday, except holidays, unless otherwise agreed upon with OWNER.

PART 2 – PRODUCTS

NOT USED

PART 3 - EXECUTION

3.01 PROCESSING, REMOVAL, AND DISPOSAL OF HAZARDOUS MATERIALS

- A. Removal: CONTRACTOR shall remove and transport from OWNER's premises PCB capacitors, mercury filled pressure switches, Lead cables and lead materials, and PCB light fixture ballasts as described above, equipment described on Schedules, and any contaminated debris generated by execution of this Contract, as soon as liquid, equipment, or debris is taken out of service. It is not acceptable to store any portion of removed Lead material on OWNER's premises while rest of Lead material is being taken out of service. CONTRACTOR shall load materials on a vehicle provided by CONTRACTOR and shall transport this material from OWNER's premises to disposal site(s). CONTRACTOR shall provide waste hauler manifest. It shall be CONTRACTOR's responsibility to thoroughly clean up and decontaminate hazardous material spilled during loading and transporting operations. It shall be CONTRACTOR's responsibility to thoroughly clean up and decontaminate hazardous material spilled encountered or caused by the CONTRACTOR during work. CONTRACTOR shall notify the OWNER if materials encountered that are suspected to contain hazardous materials.
- B. Disposal: Hazardous liquid and hazardous solids designated by CONTRACTOR shall be transported by CONTRACTOR to an EPA-approved facility and disposed.
- C. CONTRACTOR shall be full responsible to provide emergency response in case of spill or unforeseen hazards. and notify OWNER of any such occurrence.
- D. CONTRACTOR shall immediately notify OWNER of any emergency response, spill, or any other unforeseen situation that could lead to possible area contamination.
- E. CONTRACTOR shall be responsible for proper cleanup of any type of spill due to actions by the CONTRACTOR during processing, removal and disposal.
- F. Name of hazardous material facility site to be used shall be submitted to ENGINEER.
- G. After destruction of hazardous liquids and/or solids, CONTRACTOR shall submit to ENGINEER a "disposal certificate" indicating that destruction of hazardous materials has been completed in compliance with Federal, State, and local regulatory requirements.
- 3.02 Contaminated equipment shall be transported by CONTRACTOR to an EPA-approved facility.

- A. Name of hazardous contaminated equipment incineration site to be used shall be submitted to ENGINEER.
- B. After delivery of contaminated equipment and materials to incinerator site, CONTRACTOR shall receive and submit to ENGINEER a "manifest of acceptance" of contaminated material and "disposal" certificate" indicating that destruction of contaminated equipment has been completed in compliance with Federal, State, and local regulatory requirements.

	HAZARDOUS MATERIAL SCHEDULE		
Item 1:	One liquid-filled transformer, col	ntaining	gallons of
	Weights: Tank and Fittings pounds Liquid Untank Total		
	Specifications: kVA, V to	V Y	
Item 2:	One liquid-filled transformer, col	ntaining	gallons of
	Weights: Tank and Fittings pounds Liquid Untank Total		
	Specifications: kVA, V to	V Y	

END OF SECTION