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**If any of the SECTIONS (i.e. 1.02, 1.03, etc.) below are not required for the project do NOT delete the Section, but rather change the title of the Section to “NOT USED” (i.e. 1.02 NOT USED) so that numbering of specification references is preserved, and delete the specification language in this Section below the title.**

## **PART 1 GENERAL**

### **1.01 SECTION INCLUDES**

- A. General.
- B. Environmental Representative.
- C. Environmental Compliance.
- D. Regulatory Agency Inspections.
- E. Prohibition on Asbestos Containing Material.
- F. Spills, Leaks, Discharges, & Releases.
- G. Submittals.

### **1.02 GENERAL**

- A. This Specification provides procedures and requirements for environmental protection, and information to assist CONTRACTOR with environmental compliance.
- B. In the event of conflicts between this Specification and the requirements of Laws and Regulations; the more restrictive shall apply.
- C. Unless otherwise directed by UTILITIES, costs related to this Specification shall be considered inherent to Work, and be included in the Contract Price (i.e., no separate measurement and payment).
- D. Refer also to:
  - 1. Section 01 41 00 - Permit Requirements.
  - 2. Section 01 57 19 - Environmental Controls.
  - 3. Section 01 74 19 - Waste Management & Waste Disposal.

### **1.03 ENVIRONMENTAL REPRESENTATIVE**

- A. CONTRACTOR shall designate a qualified individual(s) to be responsible for environmental compliance, whose primary or supplementary duties and responsibilities shall include implementing, coordinating, and monitoring the Work’s environmental related activities in an organized, planned, efficient, and documented manner.

- B. Prior to commencing construction activities and when site conditions change, CONTRACTOR shall ensure employees, subcontractors, and suppliers have received the environmental compliance related training or instruction necessary.
- C. CONTRACTOR shall maintain Environmental Compliance Documentation in an organized and up-to-date environmental records binder, PM SaaS, or environmental management system.

#### 1.04 ENVIRONMENTAL COMPLIANCE

- A. CONTRACTOR shall comply with all environmental related Laws and Regulations.
- B. CONTRACTOR shall obtain, comply with, and pay for all applicable Permits, perform all notifications, and coordinate all inspections, unless otherwise provided in the Contract Documents.
- C. CONTRACTOR shall comply with all applicable Permits obtained by UTILITIES, unless otherwise provided in the Contract Documents
- D. CONTRACTOR shall identify all potential pollutant sources related to the Work that may adversely affect Environmental Receptors. CONTRACTOR shall plan for and design sufficient Best Management Practices (BMPs) / Control Measures to prevent impact from potential pollutant sources to Environmental Receptors for the duration of the Work.
  - 1. Examples of common pollutant generating activities include the delivery, handling, storing, loading, using, transporting, and disposing of liquids, solids, and/or gases.
  - 2. Examples of common pollutants include sediment (mud or dirt), excavated or imported Environmental Media, concrete washout water, stucco, paints, chemicals, solvents, fuels, lubricants, pesticides, herbicides, fertilizers, cleaning products, trash, litter, garbage, and sanitary waste (e.g. portable toilets).
- E. CONTRACTOR shall be observant for Biological, Cultural, Historical, and Natural Resources within and near the project limits for the duration of Work and ensure they are protected.
- F. CONTRACTOR shall be observant of migratory birds to ensure no nesting birds will be impacted. A migratory bird survey is to be done by others unless otherwise specified in the Contract Documents. This applies to any Soil Disturbing Activity and/or demolition of buildings / structures and vegetation removal.
- G. CONTRACTOR shall ensure supervisors and workers involved with Work that has the potential of encounter or disturb asbestos containing material (ACM) have the necessary training to readily identify potential ACM common to the construction industry and the Work. Only Colorado certified individuals, consulting firms, general abatement contractors, and Colorado registered laboratories shall perform any Work involving friable and non-friable potential ACM.
- H. If Work includes the import of CONTRACTOR-sourced Environmental Media, CONTRACTOR shall perform a reasonable level of due diligence to assure that the material does not contain unacceptable levels of Hazardous Substances or Hazardous Materials, or regulated Debris.
- I. CONTRACTOR shall be knowledgeable of OSHA's Lead in Construction publication, No. 3142-12R, dated 2004.
- J. If any of the following are unexpectedly discovered within or near project limits (i.e., not identified as part of Work), CONTRACTOR shall not disturb, immediately stop work within the area, secure the area, and notify UTILITIES' Representative.
  - 1. Potentially regulated Biological, Cultural, Historical, and/or Natural Resources.
  - 2. Injured or dead bird, bird parts, nest, or egg.
  - 3. Soil potentially contaminated with Hazardous Materials, Hazardous Substances, regulated Debris, or potential Regulated Asbestos Contaminated Soil (RACS).

4. Liquids or material reasonably believed to contain asbestos, polychlorinated biphenyls (PCBs), lead, Hazardous Substances, or Hazardous Materials.
  5. Any containers of unknown liquids.
- K. Sampling, measurements, and inspections used to determine regulatory compliance shall be performed by appropriately trained and qualified personnel.
- L. Analytical testing used to determine regulatory compliance shall be performed by laboratories that maintain the qualifications / accreditations / certifications required by applicable Laws and Regulations. In the absence of specifically defined regulatory requirements, laboratories utilized shall at a minimum be accredited via the National Voluntary Laboratory Accreditation Program (NVLAP - accredited) or be approved by Utilities' Representative.
- M. Ensure proper waste management & disposal, as specified in Section 01 74 19 – Waste Management and Disposal.
- N. Ensure proper termination and/or transfer, if agreed, of all Permits and other continued environmental obligations.

#### 1.05 REGULATORY AGENCY INSPECTIONS

- A. Regulatory inspections shall be conducted in a professional, coordinated, and well-organized manner:
1. For Pre-Scheduled Inspections, CONTRACTOR shall:
    - a. Notify UTILITIES' Representative upon receiving knowledge of an impending inspection.
    - b. Schedule inspection to allow sufficient time for preparation, if possible.
    - c. Collaborate with UTILITIES prior to the inspection to define roles & responsibilities, procedures, safety requirements, and security requirements to be followed during the inspection.
    - d. Collaborate with UTILITIES immediately following the inspection to discuss any deficiencies identified and other necessary follow-up matters.
  2. For Unannounced Inspections, CONTRACTOR shall:
    - a. Normal courtesies should be conveyed.
    - b. The inspector should be taken to a convenient waiting area and asked to wait a reasonable length of time to allow for appropriate representatives to participate, and so that safety and security requirements to be followed during the inspection can be defined. A reasonable length of time would typically be ~30 minutes, but potentially longer depending on the project location and safety requirements.
    - c. Promptly notify and collaborate with UTILITIES' Representative and/or Environmental Services Division.
    - d. Ask the inspector to schedule the inspection on a future date if appropriate representatives cannot be assembled.

#### 1.06 PROHIBITION ON ASBESTOS CONTAINING MATERIAL

- A. No asbestos containing material shall be used, placed, installed, or otherwise incorporated into the Work, unless specified in the Contract Documents or approved in writing by Utilities' Representative.
- B. Before submitting the final Application for Payment, CONTRACTOR shall furnish to PM SaaS either:
1. A signed statement affirming that no asbestos containing material was used, placed, installed, or otherwise incorporated into the Work, or
  2. Documentation detailing the location and quantity of all asbestos containing material (i.e., those specified in the Contract Documents and those approved in writing by Utilities' Representative), and a signed statement affirming that no additional asbestos containing material was used, placed, installed, or otherwise incorporated into the Work.

#### 1.07 SPILLS, LEAKS, DISCHARGES, & RELEASES

- A. If a Hazardous Substance or Hazardous Material is spilled, leaked, discharged, or otherwise released to the environment or Site, by CONTRACTOR, subcontractors, suppliers, or anyone else for whom CONTRACTOR is responsible, CONTRACTOR will take immediate steps to secure or otherwise isolate such condition, promptly notify UTILITIES' Representative, and contain and clean up any such Hazardous Substance or Hazardous Material using only employees or subcontractors who have been properly trained in accordance with OSHA requirements for hazardous waste operations and emergency response. CONTRACTOR is responsible for making all notifications and complying with all regulatory requirements related to such an incident. Any waste generated as a result of a spill, leak, discharge, or other release to the environment or Site by CONTRACTOR, subcontractors, suppliers, or anyone else for whom CONTRACTOR is responsible shall become the property of CONTRACTOR and shall be disposed of in accordance with all applicable requirements. In addition to cleanup and disposal costs, CONTRACTOR is responsible for all costs associated with demobilization, remobilization, medical examinations, and all other costs, claims, losses, and damages, including but not limited to attorney fees and litigation costs as well as fines and penalties, incurred by UTILITIES as a result of any Hazardous Substance or Hazardous Material that is spilled, leaked, or otherwise released to the environment or Site by CONTRACTOR, subcontractors, suppliers, or anyone else for whom CONTRACTOR is responsible.
- B. If CONTRACTOR sourced Environmental Media originating outside of the project limits is placed on the project and is at any time found to be contaminated with unacceptable levels of Hazardous Substances or Hazardous Materials, such shall be considered a release and be managed by CONTRACTOR accordingly.
- C. Failure to stop Land Disturbing Activities when Debris is readily apparent can significantly augment costs to remedy Regulated Asbestos Contaminated Soil (RACS), if present. If such occurs, it shall be considered a release and be managed by CONTRACTOR accordingly.
- D. In case of an Emergency, such as a fire, explosion, injury, a discharge that cannot be safely managed / controlled, a discharge that has reached a waterway, or other event that presents an immediate risk to human health or the environment; Immediately Call 911, CONTRACTOR shall notify UTILITIES' Dispatch (719-448-4800) and UTILITIES' Representative as soon as possible.

## **PART 2 PRODUCTS**

NOT USED

## **PART 3 EXECUTION**

### **3.01 SUBMITTALS**

- A. Submittals to be provided by the CONTRACTOR shall include but are not limited to the following:
  - 1. Environmental Compliance Documentation
    - a. Upon request by UTILITIES' Representative, or otherwise prior to final Application for Payment, furnish via PM SaaS in accordance with Section 01 33 12 – PM SaaS, copies of Environmental Compliance Documentation.
  - 2. Asbestos Certification
    - a. Prior to final Application for Payment, furnish via PM SaaS in accordance with Section 01 33 12 – PM SaaS, the documentation specified in Section 1.07 - Prohibition on Asbestos Containing Material

END OF SECTION