

ADDENDUM 1
ASBESTOS ABATEMENT
Advertisement and Invitation for Bids
Hardin County American Rescue Plan Act Funding

The County will receive bids for the Asbestos Abatement of the Former Hardin County Hospital until 2:00 p.m., on ~~September 28, 2023~~ October 10, 2023, in the Purchasing Department office located in the Hardin County Courthouse, 300 West Monroe Street, Kountze, Texas 77625. The bids will be publicly opened and read aloud. No bid received after 2:00 p.m. will be accepted. A walk thru will be conducted on September, 20, 2023, at 10:00 a.m., at the Former Hardin County Hospital located at 440 West Monroe Street, Kountze, Texas.

SCOPE OF WORK FOR ASBESTOS ABATEMENT AS FOLLOWS:

1. Mobilization and site preparation for negative pressure containment with a three-stage decontamination area and removal and disposal of asbestos containing flooring material located throughout the entire building
2. Removal and disposal of asbestos containing duct insulation
3. Removal and disposal of asbestos TSI located throughout the building
4. Removal and disposal of asbestos containing transite flu pipe located in the boiler room

Please see Technical Specifications attached.

A bid bond in the amount of 5 percent of the bid issued by an acceptable surety is required with each bid for those contracts that exceed \$100,000. A certified check or bank draft payable to Hardin County or negotiable U.S. Government Bonds (as par value) may be submitted in lieu of the Bid Bond.

The County reserves the right to waive informalities in any submittal, and to reject any or all submittals in whole or in part, with or without cause and /or to accept the submittal that in the County's judgment will be in the best interest of the County. The County specifically reserves the right to reject any conditional submittal.

COUNTY reserves the right to reject the submittal of any Offeror if COUNTY believes that it would not be in the best interest of the COUNTY to make an award to that Offeror, whether because the submittal is not responsive or the Offeror is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by COUNTY.

Bids may be held by the County for a period not to exceed 60 days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidders' qualifications prior to the contract award.

All contractors and/or subcontractors who are debarred, suspended or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project.

INSTRUCTION TO BIDDERS FOR CONSTRUCTION

1. Use of Separate Bid Forms

These contract documents include a complete set of bid and contract forms which are for the convenience of the bidders and are not to be detached from the contract document, completed or executed. Separate bid forms are provided for your use.

2. Interpretations or Addenda

No oral interpretations will be made to any bidder. Each request for clarification shall be made in writing to the Grant Recipient or engineer no less than seven (7) days prior to the due date. Each interpretation made will be in the form of an Addendum to the contract documents and will be distributed to all parties no less than seven (7) days prior to the bid opening. It is, however, the bidder's responsibility to make inquiry as to any addenda issued. All such addenda shall become part of the contract documents and all bidders shall be bound by such addenda, whether or not received by the bidders.

3. Inspection of Site

Each bidder should visit the site of the proposed work and should become acquainted with the existing conditions and facilities, the difficulties and restrictions pertaining to the performance of the contract. The bidder should thoroughly examine and become familiar with the drawings, technical specifications and all other contract documents. The contractor by the execution of the contract shall in no way be relieved of any obligation under it due to failure to receive or examine any form or legal document or to visit the site or the conditions existing at the site. The County will be justified in rejecting any claim based on lack of inspection of the site prior to the bid, if necessary.

4. Alternate bid items

No alternate bids or bid items will be considered unless they are specifically requested by the technical specifications.

5. Bids

- a. All bids must be submitted on the forms provided and are subject to all requirements of the Contract Documents, including the Drawings.
- b. All bids must be regular in every respect and no interlineation, excisions or special conditions may be made or included by the bidder.
- c. If a contract is awarded, it will be awarded to a responsible bidder on the basis of the lowest/best bid and the selected alternate bid items, if any. The contract will require the completion of the work in accordance with the contract documents.

6. Unit Price Hardin County is requesting a lump sum bid for the asbestos abatement as outlined in the technical specifications attached.

~~The unit price for each of the several items in the bid shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as informal. Special attention is drawn to this condition, as the unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.~~

7. Award of Contract/Rejection of Bids

- a. The contract will be awarded to the responsive, responsible Bidder submitting the lowest/best bid. The bidder selected will be notified at the earliest possible date. The locality reserves the right to reject any or all bids and to waive any informality in bids received where such rejection or waiver is in its interest.
- b. The Grant Recipient reserves the right to consider as unqualified to do the work any bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the improvements embraced in this contract.

8. Wages and Salaries

Attention is particularly called to the requirement of paying not less than the prevailing Davis Bacon Related Acts (DBRA) wage rates specified in the Contract Documents. These rates are minimums to be paid during the life of the contract. It is therefore the responsibility of the Bidder to inform themselves as to local labor conditions.

9. Equal Employment Opportunity

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of race, color, religion, sex, sexual identity, gender identity, or national origin, and other civil rights requirements.

ASBESTOS ABATEMENT BID PROPOSAL

INCLUDE THIS SHEET WITH PROPOSAL. BE SURE TO ALSO INCLUDE ALL SPECIFICATIONS, COMPLETED FORMS, DRAWINGS, ETC. AS DESCRIBED IN BID DOCUMENTS.

LUMP SUM BID AMOUNT: _____ \$ _____

ACKNOWLEDGMENT OF ADDENDA

It is the bidder's responsibility to make inquiry to the County regarding issuance of any addenda. Bidder hereby acknowledges receipt of the following (please initial as applicable):

Addendum 1: _____
Addendum 2: _____
Addendum 3: _____

Proposal Submitted By:

Company: _____

Address: _____

EIN /Tax ID #: _____

Signature of Authorized Representative

Printed Name/Title

Equal Opportunity Guidelines for Construction Contractors

Note: To be included in bid packet and distributed at the preconstruction conference (optional)

1. **What are the responsibilities of the offeror or bidder to ensure equal employment opportunity?**
For contracts over \$10,000, the offeror or bidder must comply with the "Equal Opportunity Clause" and the "Standard Federal Equal Opportunity Construction Contract Specifications."
2. **Are construction contractors required to ensure a legal working environment for all employees?**
Yes, it is the construction contractor's responsibility to provide an environment free of harassment, intimidation, and coercion to all employees and to notify all foremen and supervisors to carry out this obligation, with specific attention to minority or female individuals.
3. **To alleviate developing separate facilities for men and women on all sites, can a construction contractor place all women employees on one site?**
No, two or more women should be assigned to each site when possible.
4. **What happens if a woman or minority is sent to the union by the Contractor and is not referred back to the Contractor for employment?**
If the unions impede the construction contractor's responsibility to provide equal employment opportunity, a written notice should be documented in file.
5. **Are any efforts made by the Contractor to publicize their Equal Employment Opportunity (EEO) policy?**
Yes, the construction contractor is responsible for notifying unions and sources of training programs of their equal employment opportunity policy. Unions should be requested to cooperate in the effort of equal opportunity. The policy should be included in any appropriate manuals, or collective bargaining agreements. The construction contractor is encouraged to publicize the equal employment opportunity policy in the company newspaper and annual report. The Contractor is also responsible to include the EEO policy in all media advertisement.
6. **Are any in-service training programs provided for staff to update the EEO policy?**
At least annually a review of the EEO policy and the affirmative action obligations are required of all personnel employees of a decision-making status. A record of the meeting including date, time, location, persons present, subject matter discussed, and disposition of the subject matter should be maintained.
7. **Are any measures taken to encourage promotions for minorities and women?**
Yes, an annual evaluation should be conducted for all minority and female personnel to encourage these employees to seek higher positions.
8. **What efforts are taken to insure that personnel policies are in accordance with the EEO policy?**
Personnel policies in regard to job practices, work assignments, etc. should be continually monitored to insure that the EEO policy is carried out.
9. **Can women be excluded from utilizing any facilities available to men?**
No, all facilities and company activities are non-segregated except for bathrooms or changing facilities to ensure privacy.
10. **What efforts should be utilized to include minority and female contractors and suppliers?**
Take affirmative steps to ensure that small, minority, and women owned businesses are included on all lists for contractors/service providers. Solicit these businesses when issuing RFPs and RFQs and soliciting construction bids. Divide project activities into small tasks to allow participation. Keep records of all offers to minority and female construction contractors.
11. **If a construction contractor participates in a business related association that does not comply with equal opportunity affirmative action standards, does that show his/her failure to comply?**
No, the construction contractor is responsible for its own compliance.
12. **Can a construction contractor hire a subcontractor who has been debarred from government contracts pursuant to EEO?**
No. The construction contractor must suspend, terminate or cancel its contract with any Subcontractor who is in violation of the EEO policy.
13. **What effort has been taken by the construction contractor to monitor all employment to insure the company EEO policy is being carried out?**
The construction contractor must designate a responsible individual to keep accurate records of all employees that includes specific information required by the government.

HARDIN COUNTY POLICY CELL PHONE USAGE

Hardin County strongly discourages the use of any cell phone while operating any vehicle. Employees should plan calls to allow placement of calls either prior to traveling or while on rest breaks.

Hardin County bans all employees from texting while operating any county owned vehicle. County employees who are driving their own personal vehicle are also banned from texting while driving on county business. Federal law prohibits any CDL driver operating any vehicle over 10,000 GVWR from texting with fines and penalties, up to including loss of CDL.

Employees in possession of a Hardin County owned cellular phone are required to take appropriate precautions to prevent theft and vandalism.

Each department may set their own rules and regulations regarding personal cell phone usage while at work.



HARDIN COUNTY TRAVEL POLICY

The purpose of this policy is to establish and communicate fair standards and effective procedures for reducing travel expenditures, and to ensure consistent and fair treatment of Officials/Employees whose travel will be paid for or reimbursed by Hardin County.

Introduction:

Travel expenditures incurred for official County business will be paid if the expenditures are properly approved, reasonable, and documented. Travelers should incur expenditures prudently to aid in controlling their department's travel budget.

This policy covers reimbursement for auto mileage, meals, lodging, rental vehicles, airfare, and miscellaneous expenses.

Personal Vehicle:

When employees are authorized to use their personal vehicle for County business, they will be reimbursed for actual mileage at a rate reflective of the U.S. General Services Administration (GSA). Expense reports shall be accompanied by a documentation which includes the travel dates, destination, business purpose, and total miles traveled to and from the destination. Mileage is to be calculated from the employee's place of employment to the destination and back, calculated from city to city per Google Maps. The only exception will be for any fixed allowance approved by Commissioners Court. Reimbursement for mileage more than the distance to and from the destination is at the discretion of the Department Head.

County Pool Vehicle:

A County pool vehicle may be checked out by County Officials/Employees to drive for local County business and to out-of-county conferences, meetings, or training.

All traffic laws must be obeyed.

No one is allowed in a County vehicle that is not an employee of Hardin County (Excludes in-custody transports and courtesy transports).

Officials/Employees must schedule use of a County pool vehicle through the County Judge's office ahead of time. This can be done via email, by phone, or in person.

The vehicle must be returned with a full tank of fuel. County Officials/Employees who use a pool vehicle have two options to refuel:

1. The Official/Employee uses a County fuel card, or
2. The Official/Employee refills the vehicle at his/her own expense and submits the receipt for reimbursement.

If an Official/Employee needs a PIN for a County fuel card, they must request one at least two days in advance from the County Judge's office or Purchasing Department.

Reimbursable Expenses:

Reimbursable expenses for use of a County vehicle includes gas, oil, and/or emergency expenses (i.e., flat repair), which may arise in connection with the vehicle. This is subject to the following provisions:

1. Receipts for these allowable expenses must be submitted with the Official's/Employee's claim for reimbursement.
2. Receipts for any charges made on any County credit card(s) must be submitted.
3. Beginning and ending odometer mileage on all County vehicles must be submitted.

Miscellaneous Auto Expenses:

Other reimbursable travel expenses by both a County and personal vehicle include road tolls and parking fees, where unpaid parking facilities are unavailable. Officials/Employees are responsible for the full cost of any parking tickets, moving and non-moving citations, or any such traffic offenses, fees, or expenses.

Cleaning:

Employees must ensure the vehicle is clean when they return it. Please be courteous and remove all of your belongings including any trash, etc.

SMOKING IS STRICTLY PROHIBITED IN ALL COUNTY VEHICLES!

Overnight Travel:

Overnight travel is defined as any travel while on County business requiring an Elected Official or employee to stay away from home and out of the County overnight. When Officials/Employees are required to travel out of town to conduct necessary County business, they will be reimbursed for expenditures utilizing the amounts set forth by the U.S. General Services Administration (GSA) for lodging, meals & incidentals, POV mileage when the use of a privately owned vehicle is authorized or if a County vehicle is not available.

GSA Website: <https://www.gsa.gov/travel-resources>

Instructions: Enter the state, city, and travel dates; click next and print results. This will provide the current travel rates.

Any Elected Official or Department Head should contact the Human Resources Department if they have any questions.

Actual lodging expenses must be supported by receipts. The Official/Employee is required to take advantage of any reduced rates available (government, group, etc.).

Other expenses, supported by receipts include: Taxi, Ride Share, or rental vehicles after reaching the destination, registration fees (if not paid in advance), and parking.

Any advance travel compensation, excluding registration fees, cannot be requested sooner than 2 weeks prior to the beginning of the conference and should only be requested by persons who are unable to pay travel expenses, then request compensation upon their return.

The Travel Expense Form must be submitted to the County Auditor within **ten (10) working days** after the Official/Employee returns.

For Officials who receive a monthly vehicle allowance expense, there will be no mileage reimbursement for travel unless the training is mandatory and the distance is over 100 miles one way from the Official's place of employment.

Day Travel:

There will be no reimbursement for meals for any travel that is not overnight.

County Officials/Employees who incur approved travel-related expenditures shall not gain personal funds as a result of reimbursement for travel (including meals, mileage, lodging, etc.)

Rental Cars/Vans:

Automobile rentals should be limited to situations where other means of transportation are not practical, economical, or available. Any time an Official/Employee must rent a vehicle, please contact the Purchasing Department. If you rent a vehicle without prior written approval, you will not be reimbursed for those expenses. This does not apply to an emergency situation (vehicle breakdown, etc.). If an emergency should arise, please use the least expensive rental agency available.

Air Travel:

When the most efficient travel is by air, reimbursement will be limited to coach fare. When planning your airline itinerary, consider the following cost saving strategies:

1. Make reservations in advance.
2. Be flexible in airline choice and travel times.
3. Mileage reimbursement will be for one round trip to and from the airport.

Companion Travel:

The County will not reimburse personal, spouse, companion travel, and/or other related travel expenditures. The Official/Employee is responsible for allocating only his/her portion of expenditure on the Travel Expense Form and for identifying them in the hotel and other receipts. The County will only pay a single room rate unless two or more County Officials/Employees are sharing a room.

This revised Travel Policy is hereby effective as of this 28 day of June, 2022.



JUDGE WAYNE MCDANIEL
County Judge



COMMISSIONER L.W. COOPER, JR.
County Commissioner, Precinct 1



COMMISSIONER CHRIS KIRKENDALL
County Commissioner, Precinct 2

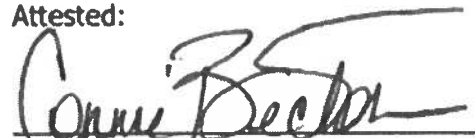


COMMISSIONER AMANDA YOUNG
County Commissioner, Precinct 3



COMMISSIONER ALVIN ROBERTS
County Commissioner, Precinct 4

Attested:



CONNIE BECTON
County Clerk

Adopted by Commissioners Court July 23, 2007

SAMPLE CONSTRUCTION CONTRACT

THIS AGREEMENT made this the _____ day of _____, _____, by and between _____ (a corporation organized and existing under the laws of the State of _____) (a partnership consisting of _____) (an individual trading as _____) [Note 1] hereinafter called the "Contractor", and _____ hereinafter called the "County."

WITNESSETH, that the Contractor and the County for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the Project; namely, _____ [Note 2] for the _____ American Rescue Plan Act project, all in strict accordance with the contract documents including all addenda thereto, numbered _____, dated _____ and _____, all as prepared by _____ acting and in these contract documents preparation, referred to as the "Engineer".

Special Notes:

Note 1. Strike out the terms not applicable.

Note 2. Identify the principal items of Contract such as grading, paving, water mains, sewer lines, treatment facilities, etc.

ARTICLE 2. The Contract Price. The County will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed at the *unit prices* stipulated in the Bid for the several respective items of work completed subject to additions and deductions as provided in _____ hereof.

Alternate Pricing Techniques: In the event the statutory provisions require the contract price to be a fixed sum, in the absence of an approved form, the following should be substituted for Article 2 above.

"**ARTICLE 2. The Contract Price.** The County will pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in Section 109 hereof, the sum of _____ Dollars (\$_____)."

ARTICLE 3. The Contract. The executed contract documents shall consist of the following components:

- | | |
|------------------------------|--|
| a. This Agreement (pgs. 1-3) | f. General Conditions, Part I |
| b. Addenda | g. Special Conditions |
| c. Invitation for Bids | h. Technical Specifications |
| d. Instructions to Bidders | i. Drawings (<i>as listed in the Schedule of Drawings</i>) |
| e. Signed Copy of Bid | j. [Add any applicable documents] |

ARTICLE 4. Performance. Work, in accordance with the Contract dated _____, _____, shall commence on or before _____, _____, and Contractor shall complete the WORK within _____ consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, _____.

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in triplicate (Note 3) original copies on the day and year first above written. (Note 3)

(The Contractor)

By _____ [Note 4]

Title _____

(County)

By _____

Title _____

Special Notes:

Note 3. The number of copies to be executed by the parties should be stated in the agreement in the space provided. Such additional signed copies shall be prepared as may be required by the surety companies and others.

Note 4. Supply a description of the Contractor (e.g., proprietorship, partnership, and corporation).

Corporate Certifications

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____, who signed this Agreement on behalf of the Contractor, was then _____ of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate
Seal

(Corporate Secretary)

GENERAL CONDITIONS - PART I FOR CONSTRUCTION

1. Contract and Contract Documents

- (a) The project to be constructed pursuant to this contract will be financed with assistance from the U.S. Department of Treasury through the American Rescue Plan Act and is subject to all applicable Federal and State laws and regulations.
- (b) The Plans, Specifications and Addenda shall form part of this contract and the provisions thereof shall be binding upon the parties as if they were herein fully set forth.

2. Definitions

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms here in defined:

- (a) The term "Contract" means the Contract executed between the County, hereinafter called the "County" and (Name of Construction Co.), hereinafter called "Contractor," of which these GENERAL CONDITIONS, form a part.
- (b) The term "Project Area" means the area within the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this contract.
- (c) The term "Engineer" means (name of engineering firm), Engineer in charge, serving the County with architectural or engineering services, his successor, or any other person or persons, employed by the County for the purpose of directing or having in charge the work embraced in this Contract.
- (d) The term "Contract Documents" means and shall include the following: Executed Contract, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Special Conditions, Technical Specifications, and Drawings (as listed in the Schedule of Drawings).

3. Supervision by Contractor

- (a) Except where the Contractor is an individual and personally supervises the work, the Contractor shall provide a competent superintendent, satisfactory to the Engineer, on the work at all times during working hours with full authority to act as Contractor's agent. The Contractor shall also provide adequate staff for the proper coordination and expediting of his work.
- (b) The Contractor shall be responsible for all work executed under the Contract. Contractor shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

4. Subcontracts

- (a) The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until Contractor has verified the subcontractor is eligible to participate in federally funded contracts.
- (b) No proposed subcontractor shall be disapproved by the County except for cause.
- (c) The Contractor shall be as fully responsible to the County for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them.
- (d) Nothing contained in the Contract shall create any contractual relation between any subcontractor and the County.

5. Fitting and Coordination of Work

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or material suppliers engaged upon this Contract.

6. Payments to Contractor

(a) Partial Payments

- 1) The Contractor shall prepare the requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) ten percent (10%) of the total amount, to be retained until final payment, and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the Engineer.
- 2) Monthly or partial payments made by the County to the Contractor are advanced for the purpose of assisting the contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the County. Such payments shall not constitute a waiver of the right of the County to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the County in all details.

(b) Final Payment

- 1) After final inspection and the acceptance by the County of all work under the Contract, the Contractor shall prepare the requisition for final payment which shall be based upon the careful inspection of each item of work at the applicable unit prices stipulated in the Contract. The total amount of the final payment due the Contractor under this Contract shall be the amount computed as described above less all previous payments.
- 2) Before paying the final estimate, County shall require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor. The County may make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments made shall in no way impair the obligations of any surety or sureties furnished under this Contract.
- 3) Any amount due the County under Liquidated Damages shall be deducted from the final payment due the contractor.

(c) Payments Subject to Submission of Certificates

Each payment to the Contractor by the County shall be made subject to submission by the Contractor of all written certifications required of it and its subcontractors.

(d) Withholding Payments

The County may withhold any payment due the Contractor as deemed necessary to protect the County, and if so elects, may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the County and will not require the County to determine or adjust any claims or disputes between the Contractor and its subcontractors or material dealers, or to withhold any moneys for their protection unless the County elects to do so. The failure or refusal of the County to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

7. Changes in the Work

- (a) The County may make changes in the scope of work required to be performed by the Contractor under the Contract without relieving or releasing the Contractor from any obligations under the Contract or any guarantee given pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Additionally, all such change orders must be approved by County prior to execution of same.
- (b) Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the County authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.
- (c) If applicable unit prices are contained in the Contract, the County may order the Contractor to proceed with desired unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase the original total amount of the agreement by more than twenty-five percent (25%) or decrease the original the total amount by eighteen percent (18%).
- (d) Each change order shall include in its final form:
 - 1) A detailed description of the change in the work.
 - 2) The Contractor's proposal (if any) or a confirmed copy thereof.
 - 3) A definite statement as to the resulting change in the contract price and/or time.
 - 4) The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.
 - 5) The procedures as outlined in this Section for a unit price contract also apply in any lump sum contract.

8. Claims for Extra Cost

- (a) If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the County, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.
- (b) Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.
- (c) Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall be reported at once to the County and work shall not proceed except at the Contractor's risk, until written instructions have been received from the County.
- (d) If, on the basis of the available evidence, the County determines that an adjustment of the Contract Price and/or time is justifiable, a change order shall be executed.

9. Termination, Delays, and Liquidated Damages

- (a) Right of the County to Terminate Contract for Convenience

County may at any time and for any reason terminate Contractor's services and work at County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by County; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against County for any additional compensation or damages in the event of such termination and payment.

(b) Right of the County to Terminate Contract for Cause

In the event that any of the provisions of this contract are violated by the Contractor, or by any subcontractors, the County may serve written notice upon the Contractor and the Surety of its intention to terminate the contract. The notices shall contain the reasons for such intention to terminate the contract, and unless such violation or delay shall cease and satisfactory arrangement of correction be made within ten days, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the County shall immediately serve notice thereof upon the Surety and the Contractor. The Surety shall have the right to take over and perform the contract. Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the County may take over the work and complete the project by bid/contract or by force account at the expense of the Contractor and his Surety shall be liable to the County for any excess cost incurred. In such event the County may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

(c) Liquidated Damages for Delays.

If the work is not completed within the time stipulated in the applicable bid for Lump Sum or Unit Price Contract provided, the Contractor shall pay to the County as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of _____ for each calendar day of delay, until the work is completed. The Contractor and Contractor's sureties shall be liable to the County for the amount thereof.

(d) Excusable Delays.

- 1) The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:
- 2) Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;
- 3) Any acts of the County;
- 4) Causes not reasonably foreseeable by the parties to this Contract at the time of execution which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, terrorism, war, acts of another Contractor in the performance of some other contract with the County, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.
- 5) Provided, however, that the Contractor promptly notifies the County within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the County shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the County shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

10. Assignment or Novation

The Contractor shall not assign nor transfer, whether by assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the County. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, Contractors, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

11. Technical Specifications and Drawings

Anything mentioned in the Technical Specifications and not shown on the Drawings or vice versa shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the County for review. Contractor shall be liable for any issues or expenses in the event the discrepancy is not submitted to the County.

12. Shop Drawings

- (a) All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Engineer in _____ copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at Contractor's own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved and no claim, by the Contractor, for extension of the contract time shall be granted by reason of his failure in this respect.
- (b) Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time, otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.
- (c) If a shop drawing is in accordance with the contract or involves only minor adjustment in the interest of the County not involving a change in contract price or time, the engineer may approve the drawing. The approval shall not relieve the Contractor from responsibility to adhere to the contract or for any error in the drawing.

13. Requests for Supplementary Information

It shall be the responsibility of the Contractor to make timely requests of the County for any additional information which should be furnished by the County under the terms of this Contract, and which is required in the planning and execution of the work. Such requests may be submitted from time to time as the need approaches, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provision of this section.

14. Materials and Workmanship

- (a) Unless otherwise specifically provided for in the technical specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the technical specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.

- (b) The Contractor shall furnish to the County for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval full information concerning all other materials or articles which he proposes to incorporate.
- (c) Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- (d) Materials specified by reference to the number or symbol of a specific standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in the technical specifications shall have full force and effect as though printed therein.
- (e) The County may require the Contractor to dismiss from the work such employee or employees as the County or the Engineer may deem unqualified.

15. Samples, Certificates and Tests

- (a) The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the contract documents or required by the Engineer, promptly after award of the contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.
- (b) Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in making a prompt decision regarding the acceptability of the sample. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.
- (c) Approval of any materials shall be general only and shall not constitute a waiver of the County's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.
- (d) Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:
 - 1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;
 - 2) The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements;
 - 3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient;
 - 4) The County will pay all other expenses.

16. Permits and Codes

- (a) The Contractor shall give all notices required by and comply with all applicable federal and state laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the drawings and technical specifications for compliance with applicable ordinances and codes and shall immediately report

any discrepancy to the County. Where the requirements of the drawings and technical specifications fail to comply with such applicable ordinances or codes, the County will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

- (b) Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the drawings and technical specifications), the Contractor shall remove such work without cost to the County.
- (c) The Contractor shall at his own expense, secure and pay for all permits for street pavement, sidewalks, shed, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.
- (d) The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements contained in this Contract.
- (e) The Contractor will be required to make arrangements for and pay the water, electrical power, or any other utilities required during construction.
- (f) During construction of this project, the Contractor shall use every means possible to control the amount of dust created by construction. Prior to the close of a day's work, the Contractor, if directed by the County, shall moisten the surrounding area to prevent a dusty condition.

17. Care of Work

- (a) The Contractor shall be responsible for all damages to person or property that occur as a result of its fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.
- (b) In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the County is authorized to act to prevent such threatened loss or injury. Contractor shall follow all instructions of County.
- (c) The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and shall be responsible for completely repairing any damage thereto caused by the operations.
- (d) The Contractor shall shore up, brace, underpin, secure, and protect as maybe necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements included in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the County from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the County may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

18. Accident Prevention

- (a) No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Department of Labor.

- (b) The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work.
- (c) The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the County with reports concerning these matters.
- (d) The Contractor shall indemnify and hold harmless the County from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.
- (e) The Contractor shall provide trench safety for all excavations more than five feet deep prior to excavation. All OSHA Standards for trench safety must be adhered to by the Contractor.
- (f) The contractor shall at all time conduct work in such a manner as to ensure the least possible inconvenience to vehicular and pedestrian traffic. At the close of the work each day, all streets where possible in the opinion of the County, shall be opened to the public in order that persons living in the area may have access to their homes or businesses by the use of the streets. Barricades, warning signs, and necessary lighting shall be provided to the satisfaction of the County at the expense of the Contractor.

19. Sanitary Facilities

The Contractor shall furnish, install and maintain ample sanitary facilities for laborers. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

20. Use of Premises

- (a) The Contractor shall confine equipment, storage of materials, and construction operations to the contract limits as shown on the drawings and as prescribed by ordinances or permits, or as may be desired by the County, and shall not unreasonably encumber the site or public rights of way with materials and construction equipment.
- (b) The Contractor shall comply with all reasonable instructions of the County and all existing federal, state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

21. Removal of Debris, Cleaning, Etc.

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for work, and put the whole site of the work and public rights of way in a neat and clean condition.

22. Inspection

- (a) All materials and workmanship shall be subject to inspection, examination, or test by the County and Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction occurs. The County shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the County may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the

same against any Monies which may be due the Contractor, without prejudice to any other rights or remedies of the County.

- (b) The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. All tests by the County will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the technical specifications.
- (c) The Contractor shall notify the County sufficiently in advance of back filling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the County, the Contractor shall uncover for inspection and recover such facilities at Contractor's expense, when so requested by the County.
- (d) Should it be considered necessary or advisable by the County at any time before final acceptance of the entire work to make an examination of work already completed, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, shall be reimbursable and if completion of the work of the entire Contract has been delayed, a suitable extension of time will be approved.
- (e) Inspection of materials and appurtenances to be incorporated in the improvements included in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the technical specifications, shall be final, except as regards to: (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.
- (f) Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the County or its agents shall relieve the Contractor or its sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

23. Review by County

The County and its authorized representatives and agents shall have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however that all instructions and approval with respect to the work will be given to the Contractor only by the County through its authorized representatives or agents.

24. Final Inspection

When the Improvements included in this Contract are substantially completed, the Contractor shall notify the County in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The County will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable.

25. Deduction for Uncorrected Work

If the County deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the County and subject to settlement, in case of dispute, as herein provided.

26. Insurance

The Contractor shall not commence work under this contract until all required insurance under this paragraph has been secured and approved by the County.

- (a) Worker's Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance as required by the State of Texas for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance.
- (b) Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the following amounts: (_____).
- (c) Proof of Insurance: The Contractor shall furnish the County with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the County."

27. Warranty of Title

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same, together with all improvements and appurtenances constructed or placed by Contractor, to the County free from any claims, liens, or charges. Neither the Contractor nor any person, firm, or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any law permitting such persons to look to funds due the Contractor. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

28. Warranty of Workmanship and Materials

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements included in this Contract by the County or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of _____ months from the date of final acceptance of the work.

29. Job Offices

- (a) The Contractor and its subcontractors may maintain such office and storage facilities on the site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The County shall be consulted with regard to locations.
- (b) Upon completion of the improvements, or as directed by the County, the Contractor shall remove all such temporary structures and facilities from the site, and leave the site of the work in the condition required by the Contract.

30. Partial Use of Site Improvements

The County may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the technical specifications and if in its opinion, each such section is reasonably safe, fit, and convenient for the use and accommodation for which it was intended, provided:

- (a) The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.

(b) The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.

31. Local Program Liaison

For purposes of this Agreement, the [e.g. County Engineer] or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

32. Access to Information

(a) The U.S. Department of Treasury, Inspectors General, the Comptroller General of the United States, and the County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the County's contract with the Department of Treasury.

(b) Contractor shall include the substance of this clause in all subcontracts it awards.

33. Records Retention

(a) The Contractor shall retain all required records for three years after the County makes its final payment and all pending matters are closed.

(b) Contractor shall include the substance of this clause in all subcontracts it awards.

34. Resolution of Program Non-Compliance and Disallowed Costs

In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or local program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Contract and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

35. Compliance with Labor Standards Provisions

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amount due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor (a copy of which is attached and herein incorporated by reference), regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the County for the cashing of the same without cost or expense to the employee. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section 5.5 (a) (1) (iv) of Title 29, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

The Contractor and its subcontractors shall not, by any means, induce any person employed in the construction, completion, or repair of public work, give up any part of the compensation to which he or she is otherwise entitled.

36. Conflicts of interest.

- (a) Governing Body. No member of the governing body of the County and no other officer, employee, or agent of the County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of American Rescue Plan Act award between Firm and the County, shall have any personal financial interest, direct or indirect, in the Contractor or this Contract; and the Firm shall take appropriate steps to assure compliance.
- (b) Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the American Rescue Plan Act award between the Treasury and the County, shall have any personal financial interest, direct or indirect, in the Contractor or this Contract; and the Contractor shall take appropriate steps to assure compliance.
- (c) The Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the American Rescue Plan Act award between the Treasury and the County or this Contract. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the American Rescue Plan Act award between the Treasury and the County or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.

37. Debarment and Suspension (Executive Orders 12549 and 12689)

The Contractor certifies, by entering into this Contract, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Contract is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

38. Equal Opportunity Clause [applicable to contracts and subcontracts over \$10,000].

During the performance of this contract, the Contractor agrees as follows:

- (a.) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (b.) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (c.) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the

employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (d.) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e.) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (f.) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (g.) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (h.) The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

39. Section 109 of the Housing and Community Development Act of 1974.

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

40. Section 504 Rehabilitation Act of 1973, as amended.

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

41. Age Discrimination Act of 1975.

The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

42. Contract Period

The work to be performed under this contract shall commence within the time stipulated by the County in the Notice to Proceed, and shall be fully completed within _____ calendar days thereafter.

43. Liquidated Damages

Since the actual damages for any delay in completion of the work under this contract are impossible to determine, the Contractor and his Sureties shall be liable for and shall pay to the County the sum of _____ Dollars (\$ _____) as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated time for completion.

44. Gender Neutral - Gender References

When necessary, unless the context clearly requires otherwise, any gender-specific or gender-neutral term in this Contract (for example, he, she, it, etc.) is to be read as referring to any other gender or to no gender.

45. Title VI of the Civil Rights Act of 1964

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

46. Americans with Disabilities Act

Contractor shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101 et seq. and any properly promulgated rules and regulations related thereto.

47. [For Contracts that exceed \$100,000] Anti-Lobbying

Contractor shall file the required certification: The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

48. [For Contracts > \$100K] Overtime Requirements

No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 40 hours in such work week, as the case may be.

49. [For Contracts > \$150K] Clean Air Act and the Federal Water Pollution Control Act

The Contractor or subcontractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas)

County of _____)

_____, being first duly sworn, deposes and says that:

(1) He/She is _____ of _____, the Bidder that has submitted the attached Bid;

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the _____ (Local Public Agency) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Title

Subscribed and sworn to me this _____ day of _____.

By: _____
Notary Public

My commission expires _____

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Date

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at [http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm](http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm). For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a);

or

(C) of a family relationship with a local government

TECHNICAL SPECIFICATIONS



September 7, 2023

PROJECT: Former Hardin County Hospital Building
440 Highway 326
Kountze, Texas 77625

OWNER: Hardin County
300 W. Monroe Street
Kountze, Texas 77625
Attn.: Clay Woodward
409-209-5385
Email: clay.woodward@co.hardin.tx.us

CONSULTANT: Honesty Environmental Services, Inc.
2300 Highway 365, Suite 450
Nederland, Texas 77627
DSHS Asbestos Consultant Agency License No. 10-0182
Tel. (409) 632-2601 Fax: (713) 856-8281

Daniel Ward, DSHS License No. 10-5479, Exp: 11/11/2024

HES Project No.: 23B-2245-14401

SUMMARY OF WORK:

This project will include the proper removal, transportation, and disposal of asbestos-containing materials from the former Hardin County Hospital building located at 440 Highway 326 in Kountze, Texas.

Material and Quantities

Building Material	Material Location	Approximate Quantity
Flooring Material	Throughout the Building excluding the VA Offices, former Kitchen, and Surgical Area	24,123 square feet
Thermal System Pipe Insulation	Throughout all Hospital Wings, Rooms, Offices, Restrooms	5,795 linear feet
HVAC Duct Mastic	Throughout the Building	245 linear feet
Crematorium Exhaust Duct	Former Crematorium Room	24 linear feet
*Exterior Vapor Barrier Mastic	Behind Exterior Brick Veneer	Throughout

***Vapor Barrier Mastic material to be removed during the demolition phase of the project.**

The demolition phase of the project will include the proper removal, transportation, and disposal of “left-in-place” asbestos containing vapor barrier mastic between interior and exterior walls in the original construction in accordance with all applicable federal, state, and local regulations. The contractor shall properly transport and dispose of the asbestos containing material as “Exterior Category 2 non-friable” material. Materials shall be kept wet at all times and work areas shall be demarcated. Workers involved with the removal of the black mastic asbestos material shall be EPA NESHAP trained and shall wear appropriate PPE at all times. Any abatement activities will follow all applicable rules and regulations, including EPA NESHAP and OSHA regulations. Contractor shall submit the EPA required 10-day notification prior to beginning work.

On-site ambient air monitoring and final air clearance will be conducted by Honesty Environmental Services, Inc. Final clearance air samples will be collected and analyzed by Phase Contrast Microscopy (PCM).

The Contractor shall inform himself of the conditions for the project and is responsible for verifying the quantities and location of all work to be performed as outlined in this section. Contractor shall be responsible for removing all materials listed. Failure to do so shall not relieve the Contractor of his obligation to furnish all materials and labor necessary to carry out the provisions of the Contract.

Before asbestos-containing materials are disturbed, engineering controls shall be implemented in accordance with Environmental Protection Agency (EPA), OSHA and DSHS regulations to prevent contamination of non-work areas. Air monitoring shall be conducted during and after the removal activities to verify that the building is not contaminated as a result of the asbestos abatement project.

The area of removal shall be isolated from adjacent non-work areas with the use of temporary walls consisting of two layers of 6 mil plastic sheeting. The work area shall be accessed through a decontamination unit, which will be attached to the enclosed work area. Negative air machines are to be attached to the plasticized (containment) work area. The negative air equipment, equipped with high efficiency particulate air (HEPA) filters, shall draw air out of the containment and filter the airborne dust before venting outside the building. This machine will create diminished air pressure in the containment to prevent the release of air and dust from the work area.

The workers shall use wet methods to control dust in the area. The abated material will be placed in two plastic disposal bags (double-bagged) in containment and sealed. The bags shall then be wet wiped and placed into clean bags in the decontamination unit, sealed and transported to a licensed landfill for proper disposal. Waste shipment manifests shall be completed at this time.

Workers shall wear, at a minimum, half face respirators equipped with HEPA filters, protective suits, and gloves for protection.

The work affecting the Asbestos-Containing Building Materials (ACBM) in and on the building shall be accomplished utilizing the rules and regulations found in the Texas Department of State Health Services Asbestos Rules and the EPA National Emission Standard for Hazardous Air Pollutants. All aspects of the OSHA Asbestos standard shall also apply.

The Contractor shall inform himself of the conditions for the project and is responsible for verifying the quantities and location of all work to be performed as outlined in this section. Failure to do so shall not relieve the Contractor of his obligation to furnish all materials and labor necessary to carry out the provisions of the Contract.

In the event of a hurricane or other similar weather during the abatement process, contractor at his own expense shall take the necessary steps to ensure that all loose asbestos materials are contained and removed from the jobsite in a timely manner as to prevent asbestos contamination before, during, and after the storm.

REMOVAL OF INTACT COMPONENT ASBESTOS-CONTAINING MATERIALS

Intact component removal may be used for the following ACM: (A) removal of an asbestos cement sheet or wall panel by unbolting or unscrewing and removing the whole sheet or panel intact; (B) removal of a lab-type asbestos cement desktop by either unbolting or unscrewing and removing the whole desktop intact; (C) removal of a nonfriable countertop or backsplash by completely removing the whole unit intact; (D) removal of a window

unit with window glazing, if the window glazing is secured with tape or a similar material before removal, and the whole window unit with window glazing is removed intact; (E) picking up one or more loose floor tiles that have become completely disassociated from the floor and are either whole or slightly broken, but which are still intact and not RACM; (F) picking up a loose miscellaneous nonfriable item, such as a roll of linoleum, a loose gasket, or a loose shingle; (G) removal of a fire door with asbestos-containing insulation from its hinges by removing the whole door, including its hardware, intact; (H) removal of any other nonfriable building component by removing it as a whole component and keeping it intact; and (I) removal of any packings, gaskets and mastics by removing them whole and intact. ACM must not be RACM, must be in good condition and removed as a whole component, keeping the component intact with no breakage or generation of dust during the removal or collection. A regulated area must be established where asbestos abatement will be conducted, the material must be kept wet and, at minimum, asbestos caution tape must be used to demarcate the regulated area.

REMOVAL OF ASBESTOS-CONTAINING MATERIALS

SECTION 1 - GENERAL

1.1 GENERAL REQUIREMENTS:

The Contractor shall become familiarized with the conditions for the project and is responsible for quantifying the materials to be abated and verifying the locations of all work to be performed as outlined in this specification. Failure to do so shall not relieve the Contractor of his obligation to furnish all materials and labor necessary to carry out the provisions of the Contract. All quantities must be field verified prior to bidding.

- 1.1.0 Areas scheduled to have asbestos abatement performed will be pre-cleaned and all debris on the floor is to be considered disturbed asbestos containing material. This ACM will be properly disposed of, HEPA vacuumed, and wet wiped by a properly licensed asbestos worker.
- 1.1.1 On-site ambient air monitoring and final clearance will be conducted by a third-party environmental consultant. Final clearance air samples in asbestos work areas will be collected and analyzed by Phase Contrast Microscopy (PCM).
- 1.1.2 Remove all asbestos-containing and contaminated materials including studs, leaving a clean substrate.
- 1.1.3 Remove and dispose of all asbestos-contaminated waste in accordance with applicable regulations and these specifications.
- 1.1.4 These materials have been identified as being impacted by the proposed demolition activities.
- 1.1.5 **START OF WORK:** The work start date shall be coordinated with the Owner. Any deviations to the start or completion of work date shall be coordinated with the Owner, DSHS, and the Consultant.
- 1.1.6 **PROJECT COMPLETION:** Project completion is yet to be determined.
- 1.1.7 **SUBMITTALS:** See section 1.7 - 1.11
- 1.1.8 **ABATEMENT CONTRACTOR'S DUTIES:**
 - 1.1.8.1 Except as specifically noted, provide and pay for: labor, materials, equipment and other facilities and services necessary for proper execution and completion of work. The Contractor shall be solely responsible for the safety, efficiency, and adequacy of the ways, means, and methods and for any damage which might result from failure or improper construction, maintenance, or operation performed by the Contractor.

- 1.1.8.2 Pay legally required sales, consumer, use, payroll, privilege and other taxes.
- 1.1.8.3 Secure and pay for, as necessary, to provide proper execution and completion of work, and as applicable at the time of bids:
- Permits
 - Government Fees
 - Licenses
 - Waste disposal permits and costs
- 1.1.8.4 Give required notices. Provide all necessary information to Owner in a timely manner so that the 10-day notification may be filed with DSHS, and work may start as scheduled.
- 1.1.8.5 Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities (including EPA regulations, AHERA, NESHAP, DSHS and OSHA) which bear on performance of work. Where conflicts occur between these specifications and/or the above-mentioned regulations, the more stringent shall govern.
- 1.1.8.6 If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he or she shall promptly notify Consultant in writing, and any necessary changes shall be accomplished by appropriate modification. It is not the Abatement contractor's responsibility to make certain that the Contract Documents are in accordance with applicable laws, statutes, building codes and regulations. If the Abatement contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to Consultant, he or she shall assume full responsibility therefore and shall bear all cost attributable thereto.
- 1.1.8.7 PLAN OF ACTION: Submit a detailed plan of action for the procedures proposed for use in complying with the requirements of this specification. Utilize shop drawings, 8 1/2 x 11 format and include the location and layout of work areas, secure areas for storage, hazardous materials storage, the sequencing of abatement work, the interface of trades involved in the performance of the work, methods to be used to assure the safety of the workers, the public, and visitors to the site, a disposal plan with the location of the approved disposal site, and a detailed description of the methods to be employed to control pollution. The plan must be delivered to the Owner prior to commencement of work.
- 1.1.8.8 INSPECTION: Prior to the commencement of the work, inspect the areas where work will be performed. Document and submit to the Consultant any discrepancies in the scope prior to starting the work. The Abatement contractor is responsible for any and all site inspections, estimations of quantity of work, or recognition of unusual or special conditions which may affect a timely and scheduled completion of this work. The Abatement contractor shall satisfy himself that the work can be completed as set forth by the specifications before starting work.
- 1.1.8.9 POTENTIAL ASBESTOS HAZARD: The disturbance or dislocation of asbestos-containing materials may cause asbestos dust to be released into the atmosphere and deposited on surfaces, creating a potential health hazard. Apprise all workers, supervisory personnel, subcontractors, and consultants who will be at the job site of the seriousness of the hazard and of proper work procedures which must be followed.
- 1.1.8.10 CONTRACTOR USE OF PREMISES: Eating or drinking will not be permitted in or around the work area, showers or clean room at any time. Smoking is not permitted on the property. Confine the work activities within the designated area of construction. Do not block drives or access to other portions of the site.

- 1.1.8.11 Enforce strict discipline and good order among employees. Do not employ on the project unfit persons or persons not skilled in assigned task.
 - 1.1.8.12 Comply with all applicable federal, state, and local laws regarding job discrimination and payment of prevailing wage rates.
 - 1.1.8.13 The use of the best available technology, procedures, and methods for preparation, execution, cleanup, disposal, and safety are absolutely required. This compliance is the sole responsibility of the abatement contractor.
 - 1.1.8.14 Coordinate all work schedules with the Owner and Consultant and assist in submitting DSHS 10-day notice prior to the start of the work.
 - 1.1.8.15 Provide personnel monitoring of workers on a daily basis as required by OSHA. OSHA compliance air monitoring records conducted daily during the work are to be submitted with closeout documents.
 - 1.1.8.16 Assume full responsibility for the proper and safe execution of the work.
- 1.1.9 **COORDINATION:** The General Contractor shall be responsible for the coordination and scheduling of the total project. General Contractor shall be responsible for the performance of his Subcontractors and shall cooperate with the Consultant so as to facilitate the general progress of the work.

1.2 STOP WORK:

- 1.2.1 If the Owner, or his designated representative, presents a written or verbal stop work order, immediately stop all work or at that portion of the work designated. A verbal stop work order shall be confirmed by a written stop work order within 24 hours. Do not commence referenced work until authorized in writing by the Owner or his designated representative.

1.3 ABATEMENT CONTRACTOR USE OF PREMISES:

- 1.3.1 **GENERAL:** During the abatement period the Abatement contractor shall have the exclusive use of the premises included in the current work phase for abatement operations.
- 1.3.2 **USE OF SITE:** Confine operations at the site to the areas permitted under the Contract. Portions of the site beyond areas on which work is indicated are not to be disturbed. Conform to site rules and regulations affecting the work while engaged in project abatement.
- 1.3.2.1 Keep existing driveways and entrances serving the premises clear and available to the Owner and his employees at all times. Do not use these areas for parking or storage of materials.
 - 1.3.2.2 Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and location of storage sheds to areas acceptable to Owner. If additional storage is necessary, obtain and pay for such storage off-site.
 - 1.3.2.3 Do not load structure with weight that will endanger structure.
 - 1.3.2.4 Assume full responsibility for protection and safekeeping of products stored on premises.
 - 1.3.2.5 Take all cautions necessary to ensure there is no asbestos contamination to those areas not included in work schedule. Should areas outside the work area become

contaminated with asbestos-containing materials due to poor work practices, the Abatement contractor shall immediately clean them utilizing the wet cleaning and HEPA vacuum methods specified herein.

- 1.3.3 **ABATEMENT CONTRACTOR'S USE OF PREMISES:** Maintain the existing building in a safe and weather tight condition throughout the abatement period. Repair damage caused by abatement operations to original conditions. Take all precautions necessary to protect the building and its occupants during the abatement period.

1.3.3.1 Keep public areas such as hallways, stairs, elevator lobbies, and toilet rooms free from accumulation of waste material, rubbish or abatement debris.

1.3.3.2 Smoking or open fires will not be permitted within the building enclosure or on the premises.

1.4 DEFINITIONS:

- 1.4.1 **GENERAL EXPLANATION:** A substantial amount of specification language constitutes definitions for terms found in other contract documents including the drawings. Drawings must be recognized as diagrammatic in nature and not completely descriptive of the requirements indicated thereon. Certain terms used in contract documents are defined in this article. Definitions and explanations of this section are not necessarily either complete or exclusive but are general for the work to extent they are not stated more explicitly in another element of contract documents.

- 1.4.2 **GENERAL REQUIREMENTS:** The provisions or requirements of Division-1 sections apply to entire work of Contract, and where so indicated, to other elements which are included in the project.

- 1.4.3 **INDICATED:** The term "indicated" is a cross-reference to graphic representations, notes, or schedules on drawings, to other paragraphs or schedules in the specifications, and to similar means of recording requirements in contract documents. Where terms such as "shown", "noted", "scheduled", and "specified" are used in lieu of "indicated", it is for purpose of helping the reader locate cross-reference, and no limitation of location is intended except as specifically noted.

- 1.4.4 **DIRECTED, REQUESTED, ETC:** Where not otherwise explained, terms such as "directed", "requested", "authorized", "selected", "approved", "required", "accepted", and "permitted" mean "directed by the Consultant", "requested by the Consultant", and similar phrases. However, no such implied meaning will be interpreted to extend the Consultant's responsibility into Contractor's responsibility for construction supervision.

- 1.4.5 **APPROVE:** Where used in conjunction with the Consultant's response to submittals, requests, applications, inquiries, reports, and claims by Abatement contractor, the meaning of the term "approved" will be held to limitations of the Consultant's responsibilities and duties as specified in General and Supplementary Conditions. In no case will "approval" by the Consultant be interpreted as a release of Abatement contractor from responsibilities to fulfill requirements of contract documents.

- 1.4.6 **FURNISH:** Except as otherwise defined in greater detail, term "furnish" is used to mean supply and deliver to project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance.

- 1.4.7 **INSTALL:** Except as otherwise defined in greater detail, term "install" is used to describe operations at project site including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations, as applicable in each instance.

- 1.4.8 **PROVIDE:** Except as otherwise defined in greater detail, term "provide" means furnish and install, complete and ready for intended use, as applicable in each instance.
- 1.4.9 **INSTALLER:** The term "installer" is defined as the entity (person or firm) engaged by Abatement contractor, or its subcontractor or sub-subcontractor for performance of a particular unit of work at project site, including installation, erection, application, and similar required operations. It is a general requirement that such entities (installers) be expert in operations they are engaged to perform.
- 1.4.10 **PROJECT ADMINISTRATOR:** The entity described as the "Project Representative" in AIA Document A201 "General Conditions of the Contract for Construction". The Project Administrator is a representative of the Owner at the job site with authority to stop the work upon verbal order if requirements of the contract documents are not met or if in the sole judgment of the Project Administrator, the Consultant, Owner, the interests of the Owner, safety of any person or the owner's property are jeopardized by the work.

1.5 INDUSTRY STANDARDS:

- 1.5.1 **GENERAL APPLICABILITY OF STANDARDS:** Except to the extent that more explicit or more stringent requirements are written directly into the contract documents, applicable standards are written directly into the contract documents, applicable standards of the construction industry have the same force and effect and are made a part of contract documents by reference as if copied directly into contract documents, or as if published copies were bound herewith.
- 1.5.2 **REFERENCED STANDARDS:** Referenced directly in contract documents or by governing regulations have precedence over non-referenced standards which are recognized in industry for applicability to work.
- 1.5.3 **NON-REFERENCED STANDARDS:** Hereby defined to have no particular applicability to the work, except as general requirements of whether the work complies with standards recognized in the construction industry.
- 1.5.4 **PUBLICATION DATES:** Except as otherwise indicated, where compliance with an industry standard is required, comply with standard in effect as of date of contract documents.
- 1.5.5 **COPIES OF STANDARDS:** The contract documents require that each entity performing work be experienced in that part of the work being performed. Each entity is also required to be familiar with recognized industry standards applicable to that part of the work. Copies of applicable standards are not bound with the contract documents.
- 1.5.6 **ABBREVIATIONS AND NAMES:** The following acronyms, or abbreviations as referenced in contract documents, are defined to mean the associated names. Both names and addresses are subject to change, and are believed to be, but are not assured to be, accurate and up-to-date as of date of contract documents.

AIA	American Institute of Architects 1735 New York Ave. NW Washington, DC 20006	(202) 626-7474
ANSI	American National Standards Institute 1430 Broadway New York, NY 10018	(212) 354-3300
ASHRAE	American Society for Heating, Refrigerating & Air Conditioning 1791 Tullie Circle NE Atlanta, GA 30329	(404) 636-8400

ASTM	American Society for Testing & Materials 1916 Race Street Philadelphia, PA 19103	(215) 299-5400
CFR	Code of Federal Regulations Available from Government Printing Office Washington, DC 20402 (usually first published in Federal Register)	
EPA	Environmental Protection Agency 401 M Street SW Washington, DC 20460	(202) 382-3949
NEC NESHAP	National Electrical Code (by NFPA) National Emission Standards for Hazardous Air Pollutants	
NFPA	National Fire Protection Association Batterymarch Park Quincy, MA 02269	(617) 770-3000
OSHA	Occupational Safety & Health Administration (U.S. Dept. of Labor) Government Printing Office Washington, DC 20402	
UL	Underwriters Laboratories 333 Pfingsten Road Northbrook, IL 60062	(312) 272-8800

1.6 CODES AND REGULATIONS:

1.6.1 GENERAL APPLICABILITY OF CODES, REGULATIONS, AND STANDARDS: Except to the extent that more explicit or more stringent requirements are written directly into the contract documents, all applicable codes, regulations, and standards have the same force and effect (and are made a part of the contract documents by reference) as if copied directly into the contract documents, or as if published copies are bound herewith.

1.6.2 FEDERAL REGULATIONS: Those which govern asbestos abatement work or hauling and disposal of asbestos waste materials including but not limited to the following:

U.S. Department of Labor, Occupational Safety and Health Administration, (OSHA), including but not limited to:

General Industry

Title 29, Part 1910, Section 1001 of the Code of Federal Regulations

Respiratory Protection

Title 29, Part 1910, Section 134 of the Code of Federal Regulations

Construction Industry

Title 29, Part 1926.1101, and 1926.62 of the Code of Federal Regulations

Access to Employee Exposure & Medical Records

Title 29, Part 1910, Section 20 of the Code of Federal Regulations

Hazard Communication

Title 29, Part 1910, Section 1200 of the Code of Federal Regulations

Specifications for Accident Prevention Signs and Tags

Title 29, Part 1910, Section 145 of the Code of Federal Regulations

U.S. Environmental Protection Agency (EPA) including but not limited to:

Worker Protection Rule

40 CFR Part 763, Subpart G

CPTS 62044, FKR 2843-9

Federal Register, Vol. 50, No. 134, 7/12/85

P28530-28540

Regulation for Asbestos

Title 40, Part 61, Subpart A of the
Code of Federal Regulations

National Emission Standard for Asbestos

Title 40, Part 61, Subpart M of the Code of
Federal Regulations including Asbestos NESHAP
Revision; Final Rule, Federal Register;
Tuesday, November 20, 1990

Asbestos Hazard Emergency Response Act (AHERA)

Regulations 40 CFR 763 Subpart E

U.S. Department of Transportation (DOT) including but not limited to:

Hazardous Substances: Final Rule

Regulation 49 CFR, Parts 171 and 172

- 1.6.3 **STATE AND LOCAL REGULATIONS:** Abide by all state and local regulations which govern asbestos abatement work or hauling and disposal of waste materials, including but not limited to Texas Asbestos Health Protection Rules.

- 1.6.4 **STANDARDS:** Those which govern abatement work or hauling and disposal of asbestos waste material include but are not limited to the following, or the latest update:

American National Standards Institute (ANSI)

Fundamentals Governing the Design and operation of Local Exhaust Systems Publication Z9.2-79

Practices for Respiratory Protection Publication Z88.2-92

- 1.6.5 **EPA GUIDANCE DOCUMENTS:** Those which discuss asbestos abatement work or hauling and disposal of asbestos waste materials are listed below only for the Contractor's information. These documents do not describe the work and are not a part of the work of this contract.

Guidance for Controlling Asbestos-Containing Materials in Buildings (Purple Book) EPA560/5-85-024.

Asbestos Waste Management Guidance EPA 530-SW-85-007.

- 1.6.6 **NOTICES:**

- 1.6.6.1 **U.S. ENVIRONMENTAL PROTECTION AGENCY:** Assist Owner with compilation of

necessary information for submission of written notification as required by USEPA National Emission Standards for Hazardous Air Pollutants (NESHAP) Asbestos Regulations (40 CFR 61, Subpart M as amended) to the regional Asbestos NESHAP Contact or the delegated state or local agency at least 10 working days prior to beginning any work on asbestos-containing materials. Should abatement work begin on a date other than that contained in the original notice, assist Owner with the re-notification as per regulations.

1.6.7 PERMITS: Obtain all building and special permits required for all the asbestos abatement work.

1.6.8 LICENSES: Maintain current licenses as required by applicable state or local jurisdictions for the removal, transporting, disposal, or other regulated activity relative to the work of this contract.

1.6.9 POSTING AND FILING OF REGULATIONS: Maintain two (2) copies of applicable federal, state, and local regulations above. Post one copy of each at the job site. Keep on file in the Project Data Binder, covered earlier.

1.6.10 SIGN REQUIREMENTS: Project identification signs or abatement contractor or supplier informational signs in excess of that required by law shall be subject to approval by the Owner.

1.6.10.1 As required by OSHA regulations 29 CFR 1926.1101, warning signs shall bear the following information:

DANGER
ASBESTOS
CANCER AND LUNG DISEASE HAZARD
AUTHORIZED PERSONNEL ONLY
RESPIRATORS AND PROTECTIVE
CLOTHING ARE REQUIRED IN THIS AREA

1.6.10.2 Provide signs in English and Spanish in compliance with Texas Asbestos Health Protection Rules. Remove all signs upon completion of construction.

1.6.11 LABEL REQUIREMENTS: Provide labels affixed to all asbestos waste containers.

1.6.11.1 Warning labels as required by OSHA regulation 29 CFR 1926.1101 as follows:

DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD

1.6.11.2 Informational labels as required by NESHAP regulation 40 CFR 61, Subpart M with the name of the waste generator and the location at which the waste was generated. If handwritten, use, at a minimum, indelible ink to legibly record the required information.

1.6.12 TRANSPORT SIGN REQUIREMENTS: Provide signs during waste transport and disposal as follows:

1.6.12.1 As required by the U.S. Department of Transportation, 49 CFR 171 and 172, warning signs shall display the following:

RQ HAZARDOUS
CLASS 9
SOLID, NOS,
ORM-E, NA 2212, III
(ASBESTOS)

- 1.6.12.2 As required by NESHAP, 40 CFR 61, Subpart M, mark vehicles used to transport asbestos-containing waste material during the loading and unloading of the waste so that the signs are visible as follows:

DANGER
ASBESTOS DUST HAZARD
CANCER AND LUNG DISEASE HAZARD
Authorized Personnel Only

- 1.7 SUBMITTALS:** All submittals shall be delivered to the consultant at:
Honesty Environmental Services, Inc.
2300 Highway 365, Suite 450
Nederland, Texas 77627
Mr. Daniel Ward (409) 632-2601
Dan@honestyenvironmental.com

1.7.1 QUANTITY OF SUBMITTALS:

- 1.7.1.1 PRECONTRACT SUBMITTALS – three sets.
1.7.1.2 PREWORK SUBMITTALS – three sets.
1.7.1.3 PRODUCT SUBMITTALS – three sets.
1.7.1.4 CLOSEOUT SUBMITTALS – three sets.

1.7.2 APPROVAL:

- 1.7.2.1 No portion of the work requiring submittals shall be commenced until the submittals are approved by the Owner or his designated representative.
1.7.2.2 Delays to the work caused by late or disapproved submittals shall be the sole responsibility of the Contractor.

1.7.3 SUBSTITUTIONS:

- 1.7.3.2 Contractor's request for changes in the products, materials, equipment, and methods of construction required by the contract Documents are considered requests for substitutions.

1.7.4 ORGANIZATION OF SUBMITTALS:

- 1.7.4.1 All submittals shall be submitted to the Consultant in an organized fashion suitable for review.
1.7.4.2 All submittals shall be on an 8.5 x 11 format, in 3-ring binders, separated by tabs (marked to correspond with the section of the Specifications with which they apply). Personnel submittals shall be in the same sequence as outlined in the Specifications and in alphabetical order.

1.8 PRECONTRACT SUBMITTALS:

- 1.8.1 Within three (3) days after the date bids are opened the selected Contractors must submit (prior to consideration for execution of the agreement) the following data:
1.8.1.1 A list of at least three projects of similar scope and value to the project described in this

bid document, successfully completed by the contractor within the past two years.

- 1.8.1.2 An Emergency Phone List of full-time supervisory personnel to be engaged in the contract, their training and job experience. The list shall be sufficient in scope to allow the Owner to contact a designated person in the Abatement Contractors Company on a 24-hour basis.
- 1.8.1.3 An outline of the workers' training courses, and medical surveillance program conducted by the company
- 1.8.1.4 The name of and evidence that the Project Superintendent has completed an EPA-approved contractor/supervisor certification course, or equivalent, and has a minimum of one year on the job experience.
- 1.8.1.5 A basic procedures manual endorsed or authorized by the company describing working procedures, equipment, and type of decontamination facilities, respirator program, and special removal techniques, etc.

1.8.2 CITATIONS AND VIOLATIONS: Provide a list of all citations and violations.

1.9 PREWORK SUBMITTALS:

Within seven days prior to the Preconstruction Conference the Abatement contractor shall submit to the Consultant the following documents. Maintain one (1) approved copy at the job site.

1.9.1 PROGRESS SCHEDULE: Provide proposed schedule using the bar graph method.

- 1.9.1.1 Show the complete sequence of construction by activity and the sequencing of work within each phase of work.
- 1.9.1.2 Show the dates for the beginning and completion of each major element (setup, removal, testing, etc.) of work, including substantial completion dates for each phase.
- 1.9.1.3 Show projected percentage of completion for each item, as of the first day of each week.
- 1.9.1.4 Show final inspection dates.
- 1.9.1.5 The schedule shall be formulated on a day/week basis, updated weekly, and revised as required.

1.9.2 INSURANCE COVERAGE: Submit copies of insurance coverage, including asbestos, automotive liability, worker's compensation, comprehensive general liability, special endorsement, and other coverage as required. Insurance policies must name the Owner and Consultant, and their agents, officers and employees, as additional insured parties on the original policy and all renewals or replacements during the term of this contract.

Abatement contractor agrees to procure and maintain all insurance provided below on an occurrence basis, using carriers reasonably acceptable to Owner and HES and carrying a Best rating of not less than A including insurance covering the obligations assumed by Abatement contractor. Such insurance shall be primary with respect to any other similar insurance available to Owner and HES and affiliated companies, notwithstanding the provisions of such insurance. Before any part of the work on jobsite is commenced, Abatement contractor shall, at Abatement contractor's sole cost cause to be issued and maintained during the entire progress of the Work

not less than the insurance coverages set forth below. The contractor shall provide proof of insurance for the Abatement Contractor, Asbestos Transporter, and Disposal Site. There shall be no right of subrogation against Owner and HES and this waiver of subrogation shall be endorsed upon all policies of insurance.

- 1.9.2.1 Automobile Liability insurance covering use of all owned, non-owned and hired vehicles used by or on behalf of the Abatement contractor, in connection with the work, with a combined bodily injury and property damage liability limits of not less than \$1,000,000 per occurrence to include transportation of hazardous materials with specific environmental impairment provisions, in addition to the MCS 90 Endorsement.
- 1.9.2.2 Occurrence based Asbestos Specific Liability insurance including coverage for obligations assumed in the agreement for an amount not less than \$1,000,000.00. Policy may not have asbestos exclusions. Worker's Compensation on a statutory basis and Employers Liability, including Occupational Disease, at limits of \$500,000.
- 1.9.2.3 The Abatement contractor and/or Subcontractor responsible for transporting the asbestos-containing and/or asbestos-contaminated material to an approved U.S. Environmental Protection Agency (EPA) or Texas Natural Resource Conservation Commission (TNRCC) disposal site, will be properly licensed by the Texas Department of State Health Services (DSHS). The transporter shall meet the following minimum insurance requirements through insurers acceptable to Owner and HES on an occurrence basis.
- 1.9.2.4 Commercial General Liability including asbestos and other pollution environmental coverage at limits of \$1,000,000 combined single limit.
- 1.9.2.5 Commercial Automobile Liability at limits of \$1,000,000 combined single limit including the MCS 90 Pollution Endorsement and the ISO Pollution Endorsement for Hazardous Materials.
- 1.9.2.6 Worker's Compensation on a statutory basis and Employers Liability, including Occupational Disease, at limits of \$500,000.
- 1.9.2.7 The disposal site shall meet the following minimum insurance requirements through insurers acceptable to Owner and HES on an occurrence basis.
- 1.9.2.8 Commercial General Liability at limits of \$1,000,000 combined single limit.
- 1.9.2.9 Environmental Impairment Liability at limits of \$1,000,000.
- 1.9.2.10 Commercial Automobile Liability at limits of \$1,000,000, if applicable, to include hazardous materials.
- 1.9.2.11 Worker's Compensation on a statutory basis and Employers Liability, including Occupational Disease, at limits of \$500,000.
- 1.9.3 **NOTICES:** Assist Owner with timely submission of notices required by federal, state, and local regulations.
- 1.9.4 **PERMITS:** Submit copies of current valid permits required by state and local regulations, including arrangements for storage, transportation, and disposal of contaminated material. Dump site must conform to EPA regulation 40 CFR 61.
- 1.9.5 **LICENSES:** Submit copies of all state and local licenses and permits necessary to carry out the

work, including DSHS Asbestos Abatement Contractor license.

- 1.9.6 **CONTAINMENT AREA:** Show on Contract Drawings or an 8-1/2" x 11" plan the containment areas, including the locations and quantity of negative air pressure equipment, the location of all decontamination chambers, entrances, and emergency exits from the work areas.
- 1.9.7 **STORAGE AND SECURITY:** Show on a plan the location and construction of storage facilities and field office and security provisions in and around the premises.
- 1.9.8 **EQUIPMENT:** Submit manufacturer's certification that vacuums, negative pressure equipment, respirators, and air supply equipment meet all requirements of OSHA and EPA. Include descriptions of any equipment to be employed not previously discussed.
- 1.9.9 **SAMPLES:** Submit samples of warning signs and warning labels.
- 1.9.10 **WORKER TRAINING AND MEDICAL SURVEILLANCE:** Submit copies of training certificates, DSHS licenses, medical examinations and fit tests for each worker and project superintendent.
- 1.9.11 Provide historical air monitoring data to substantiate the choice of respiratory protection.
- 1.9.12 **LOGS:** Submit sample copies of daily progress log and visitor's log.

Visitors' Log: The Abatement contractor shall maintain a visitors' log at the work place and require all persons entering the asbestos work area to sign the log. The log should provide space for the following information:

1.9.12.1 Name, organization represented, date, time, and purpose of visit.

1.9.12.2 Certificate of release signed and filed with abatement contractor that those who enter the work environment have been informed of the hazards of asbestos.

Daily Log: The abatement contractor shall maintain a daily job log which shall be maintained by the Project Superintendent. The log shall have daily entries describing the progress and location of the work, any special conditions encountered, records of testing, amount removed, names of workers entering and exiting the containment areas, and any other pertinent data.

- 1.9.13 **NOTICES TO SUPPLIERS:** Copies of notices sent to suppliers of rental equipment and vehicles informing them of the nature of the use of their equipment.
- 1.9.14 **MATERIAL LIST:** Catalog cost of materials and items proposed to be furnished and used under this contract.
- 1.9.15 **SUBCONTRACTORS LIST:** Submit a list of all subcontractors to be used on the project. Any subcontractor must be acceptable to the Owner and the Consultant.
- 1.9.16 **SCHEDULE OF VALUES:** The Subcontractor shall submit a schedule of values. All applications for payment must include this form. The schedule of values must break down total amount of bid per removal area.
- 1.9.17 **SAFETY DATA SHEET:** Submit an SDS Sheet or equivalent for each material proposed for use on the work in accordance with the OSHA Hazard Communication Standard. Include a separate attachment for each sheet indicating the specific worker protective equipment proposed for use with the material indicated and/or manufacturer's specification.

1.10 PRODUCT SUBMITTALS:

1.10.1 GENERAL: Submit product data and samples required by Contract Documents. The abatement contractor shall be fully responsible for ensuring that the samples, materials, and equipment comply with the Specifications and for ensuring their suitability for use in the complete performance of his contract. Any deviations from the Contract Documents shall be **boldly** marked on the submittals by the abatement contractor for review by the Consultant. The Consultant shall review the submittals for general contract compliance only and does not accept any responsibility for the suitability of the products for proper functional use on the project.

1.10.2 PRODUCT DATA: Includes standard printed information on manufactured products that has not been specially prepared for this project, including but not limited to the following items: manufacturer's product specifications, installation instructions, and catalog cuts.

Clearly mark each copy to identify pertinent products or models and show performance characteristics and capacities.

Product data submittals shall contain:

1.10.2.1 The date of submission and the dates of any previous submissions.

1.10.2.2 The project title and number.

1.10.2.3 The names of abatement contractor, superintendent, and manufacturer.

1.10.2.4 Identification of the product, with the specification section number.

1.10.2.5 Applicable standards, such as ASTM or Federal Specification numbers.

1.10.2.6 Identification of deviations from Contract Documents.

1.10.2.7 Identification of revisions or resubmittals.

1.10.2.8 Contractor's stamp, initialed or signed, certifying the review of submittal, verification of products, field measurements and field construction criteria, and coordination of the information within the submittal with requirements of the work and of Contract Documents.

1.11 CLOSEOUT SUBMITTALS:

1.11.1 SUBSTANTIAL COMPLETION: The date of substantial completion of a project or specified area of a project is the date when 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 Owner can occupy the project or specified area of the project for the use for which it was intended. Complete the following before requesting the Consultant inspection for certification of substantial completion for the work. List known exceptions in the request.

1.11.1.1 Submit a statement showing an accounting of changes to the Contract Sum.

1.11.1.2 Submit a description of any unresolved issues or items related to the Contract.

1.11.1.3 Submit a request for inspection. The request shall include a summary of items remaining to be completed based on the Contractor's inspection of the project.

1.11.2 FINAL ACCEPTANCE: Complete the following Record Documents before requesting the

Consultant certification of final acceptance and final payment as required by the General Conditions. Submit all Record Documents in a loose-leaf binder with identifying tabs. List known exceptions, if any, in request.

- 1.11.2.1 Submit the final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
- 1.11.2.2 Submit an updated final statement, accounting for all change orders, liquidated damages, and other charges or credits against the contract.
- 1.11.2.3 Submit a final liquidated damages settlement statement, acceptable to the Owner.
- 1.11.2.4 Submit a copy of the Consultant's punch-list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance and has been endorsed and dated by the Consultant.
- 1.11.2.5 Submit consent of surety.
- 1.11.2.6 Submit Release of Liens and Certification that all Bills Have Been Paid: A sworn statement and affidavit from the Contractor to the Owner stating that all bills for this job have been paid and that the Owner is released from any and all claims and damages, shall be required before payment is made.
- 1.11.2.7 Guarantee of Work: Sworn statement that all work is guaranteed against defects in materials and workmanship for one year from date of Owner's acceptance, except where specified for longer periods.
 - A. Word the guaranty as follows: "We hereby guarantee all work performed by us on the above captioned project to be free from defective materials and workmanship for a period of one (1) year or such longer period of time as may be called for in the Contract Documents for such portions of the work." All guarantees and warranties shall be obtained in the Owner's name.
 - B. Within the guaranty period, if repairs or changes are requested in connection with guaranteed work which, in the opinion of the Owner, is rendered necessary as a result of the use of materials, equipment, or workmanship which are inferior, defective or not in accordance with the terms of the contract, the Contractor shall promptly, upon receipt of notice from and without expense to the Owner, place in satisfactory condition in every particular, all such guaranteed work, correct all defects therein and make good all damages to the buildings, site, equipment or contents thereof.
 - C. If, after notice, the Contractor fails to proceed promptly to comply with the terms of the guaranty, the Owner may have the defects corrected and the Contractor and his sureties shall be liable for all expense incurred.
 - D. All special guarantees applicable to define parts of the work stipulated in the project manual or other papers forming part of the contract shall be subject to the terms of this paragraph during the first year of the life of such special guaranty.
- 1.11.2.8 Submit all additional certificates, warranties, guarantees, bonds or documents as called for in the individual sections of the Project Manual. The Contractor is responsible for examining the Project Manual for these requirements.

- 1.11.2.9 Submit certification that rental vehicles and equipment have received clearance inspection by consultant prior to return to rental company.
- 1.11.2.10 Submit copy of the fully completed Waste Shipment Record (WSR) or documentation of compliance with NESHAP 61.150(d)(3) and (4). Submit all copies of dump receipts and waste manifests signed by the landfill within thirty-five days following completion of the project
- 1.11.2.11 Submit OSHA compliance air monitoring records conducted daily during the work.
- 1.11.2.12 Submit copies of the daily progress log.
- 1.11.2.13 Submit copies of Visitors' Log.
- 1.11.2.14 Submit copies of the plans, legibly marked to give particular attention to substitutions, selection of options and similar information on work where it is concealed or cannot otherwise be readily discerned at a later date by direct observation. Note related record drawing information and product data, where applicable.

1.11.3 Submittal Review:

- 1.11.3.1 Partial submittals may be rejected for non-compliance with the Contract Documents.
- 1.11.3.2 Review by Consultant does not relieve Abatement Contractor from responsibility for errors, which may exist in the submitted date.
- 1.11.3.3 Make revisions when required by the Consultant and resubmit for review.
- 1.11.3.4 Subsequent Reviews: All cost associated with reviews required beyond the first review will be paid by Abatement Contractor.

1.11.4 DUTIES: Owner and Consultant

- 1.11.4.1 Review submittals with reasonable promptness and in accordance with schedule.
- 1.11.4.2 Indicate requirements for revisions and resubmittal, if any.
- 1.11.4.3 Return submittals to abatement contractor for distribution, or for resubmission.

1.12 TEMPORARY FACILITIES:

- 1.12.1 Provide and maintain temporary facilities required for abatement work, remove on completion of work.

1.12.2 REQUIREMENTS OF REGULATORY AGENCIES: Comply with all applicable codes and regulations.

1.12.3 MATERIALS AND EQUIPMENT:

- 1.12.3.1 GENERAL: Provide new or used materials and equipment that are undamaged and in serviceable condition. Provide only materials and equipment that are recognized as being suitable for the intended use, by compliance with appropriate standards.

1.12.4 SCAFFOLDS, LADDERS, ETC.:

- 1.12.4.1 Provide all scaffolding, ladders and/or staging, etc. as necessary to accomplish the

work of this contract. Scaffolding may be of suspension type, or standing type such as metal tube and coupler, tubular welded frame, pole or outrigger type or cantilever type. The type, erection and use of all scaffolding shall comply with all applicable OSHA provisions.

1.12.4.2 Equip rungs of all metal ladders, etc. with an abrasive nonslip surface.

1.12.4.3 Provide a nonskid surface on all scaffold surfaces subject to foot traffic.

1.12.5 GUARDRAILS, BARRICADES, AND COVERINGS:

1.12.5.1 Provide guardrails, handrails, and covers for floor, roof and wall openings and stairways.

1.12.5.2 Provide suitable temporary watertight coverings over openings as required to protect interior work from inclement weather.

1.12.5.3 Comply with requirements of all federal, state, and local authorities having jurisdiction for the protection of persons and property.

1.12.6 TEMPORARY SANITARY FACILITIES:

1.12.6.1 Existing toilet facilities at the site may not be used by the abatement contractor's personnel during performance of the work.

1.12.7 TEMPORARY FIRE PROTECTION:

1.12.7.1 Provide and maintain temporary fire protection during construction in accordance with requirements of the local protection code.

1.12.7.2 Provide Type "A" fire extinguisher for temporary offices and similar spaces where there is minimal danger of electrical or grease-oil-flammable liquid fires. In other locations provide type "ABC" dry chemical extinguisher, or a combination of several extinguisher of NFPA recommended types for the exposures in each case.

1.12.8 TEMPORARY PROJECT SUPERINTENDENT'S FIELD OFFICE:

1.12.8.1 If desired, temporary offices may be provided by the abatement contractor. If temporary offices are provided, coordinate location of placement with the Owner and General Contractor.

1.12.8.2 Temporary offices provided by the abatement contractor shall be in a weather and watertight building or trailer, and shall be maintained in a neat, orderly appearance.

1.12.8.3 Arrange with utility companies to provide water and electricity for office as required. Pay all costs for meters, installation, maintenance, removal and service charges for utilities.

1.12.9 TEMPORARY STORAGE:

1.12.9.1 Provide required weatherproof storage sheds and maintain in good condition and neat appearance. Location of storage sheds and trailers shall be acceptable to the Owner.

1.12.9.2 Construct storage sheds on proper foundations, securely anchored in place.

1.12.10 EXECUTION:

1.12.10.1 Maintain and operate systems to assure continuous service.

1.12.10.2 Modify and extend systems as work progress requires.

1.12.11 SCAFFOLDING:

1.12.11.1 During the erection and/or moving of scaffolding, care must be exercised so that the polyethylene floor covering is not damaged.

1.12.11.2 Maintain scaffolding free of accumulated debris during the work.

1.12.12 INSTALLATION, GENERAL:

1.12.12.1 Use qualified tradesmen for installation of temporary services and facilities. Locate temporary services and facilities where they will serve the entire project adequately and result in minimum interference with the performance of the work.

1.12.13 REMOVAL:

1.12.13.1 Completely remove temporary materials and equipment when their use is no longer required.

1.12.13.2 Clean and repair damage caused by temporary installations or use temporary facilities.

1.12.13.3 Restore existing facilities used for temporary services to specified or original condition.

1.13 CUTTING AND PATCHING:

1.13.1 SCOPE: To set forth broad, general conditions covering cutting and patching that applies to all aspects of the job.

1.13.2 Execute cutting, including fitting or patching or work required to:

1.13.2.1 Make several parts fit properly.

1.13.2.2 Uncover work to provide for installation of ill-timed work.

1.13.2.3 Gain access to hidden work.

1.13.2.4 Remove and replace work which is defective or does not conform to contract requirements.

1.13.2.5 Make level and true all surfaces accidentally destroyed or damaged.

1.13.2.6 Finish all surfaces exposed by the project to complete the installation of reapplied surfaces not covered under other sections of the Contract Documents.

1.13.3 In addition to contract requirements, upon the Consultant's written instructions:

1.13.3.1 Uncover work for observation of covered work.

1.13.3.2 Remove samples of installed materials for testing.

1.13.3.3 Remove work to provide alteration of existing work.

1.13.4 Do not cut or alter work of another contractor without his written consent.

1.13.5 Payment for Costs: Costs caused by ill-timed or defective work or work not conforming to contract documents will be borne by the party responsible for ill-timed, rejected, or nonconforming work.

1.13.6 VENTILATION

1.13.6.1 Provide local exhaust ventilation systems that comply with ANSI Z9.2-1979.

1.13.7 MATERIALS

1.13.7.1 Materials for replacement or work removed: Comply with specifications for type of work to be done.

1.13.8 INSPECTION: Inspect existing conditions to define limits of work, including elements subject to movement or damage during cutting and patching.

1.13.9 PREPARATION PRIOR TO CUTTING: Provide shoring, bracing, and support as required to maintain structural integrity of materials and systems. Provide protection for other portions of project and protection from the elements.

1.13.10 PERFORMANCE:

1.13.10.1 Execute cutting and demolition by methods which prevent damage to other work and will provide surfaces to receive installation of repairs and new work. Protect existing electrical and electronic systems, cabling, and other components during all phases of abatement.

1.13.10.2 Restore work which has been cut or removed; install new products to provide completed work in accordance with requirements of Contract Documents.

1.13.10.3 Refinish entire surfaces as necessary to provide an even finish. Refinish continuous surfaces to the nearest intersection and assemblies entirely.

1.13.10.4 Perform cutting, drilling, abrading, or penetration of any asbestos-containing material in a manner to minimize the dispersal of asbestos fibers into the air.

1.13.10.5 Use specialized equipment such as drills or saws having integral ventilation hoods which are connected to a HEPA vacuum with a flexible hose. Handle and dispose of HEPA filters as contaminated material.

1.13.10.6 Thoroughly saturate absorbent surfaces of asbestos-containing material to be penetrated with a penetrating type encapsulant. Allow encapsulant to penetrate to substrate before working on materials.

1.13.10.7 Seal edges of asbestos-containing materials exposed by cutting, drilling, or abrading, etc. with two (2) coats of an approved penetrating encapsulant applied in accordance with manufacturers printed instruction.

SECTION 2 - EXECUTION

PART 1 - GENERAL

- 2.1 SCOPE:** This section covers the removal of asbestos-containing materials. This work shall be done in strict accordance with the specifications. Compliance with all applicable Federal, State, and local regulations and the use of the best available technology, procedures, and methods for preparation, execution, cleanup, disposal, and safety are absolutely required. This compliance is the sole responsibility of the abatement contractor.
- 2.2 DESCRIPTION:** Furnish all labor, materials, services, insurance, and equipment in accordance with the most stringent requirements of DSHS, EPA and OSHA and all other applicable regulatory agencies, to complete the removal of asbestos-containing materials.
- 2.3 TERMINOLOGY (Definitions):**
- 2.3.1 ABATEMENT:** Procedure to control fiber release from asbestos-containing building materials.
- 2.3.1.1 Removal:** All herein specified procedures necessary to remove asbestos-containing materials from an area and dispose of the materials at an acceptable site in an acceptable manner.
- 2.3.1.2 Post-Removal Encapsulation:** Procedures necessary to coat surfaces from which asbestos-containing materials have been removed to control any residual fiber release.
- 2.3.1.3 Abatement Activities:** Any activity requiring respiratory protection as per this project manual which disturbs or has the potential to disturb any asbestos-containing building material. This includes, but is not limited to, the following activities: precleaning, installing polyethylene, ACBM removal, encapsulation, and enclosure.
- 2.3.2 ACBM OR ACM:** Asbestos-containing building materials or asbestos-containing materials.
- 2.3.3 AIR LOCK:** A system for permitting ingress or egress without permitting air movement from contaminated areas into an uncontaminated area, typically consisting of two curtained doorways at least 3 feet apart.
- 2.3.4 AIR MONITORING:** The process of measuring the fiber content of a specific volume of air in a stated period of time. For PCM method, NIOSH Analytical Method 7400 shall be used. When aggressive air sampling is specified, blowers/fans are used to disperse settled fibers into the air during sampling. For TEM method, as described in 40 CFR 763, Subpart E (AHERA Protocol).
- 2.3.5 AMENDED WATER:** Water to which a surfactant has been added to reduce water surface tension and thereby provide a more rapid penetration.
- 2.3.6 AUTHORIZED VISITOR:** The Owner, the Consultant, or a representative of any regulatory or other agency having jurisdiction over the project.
- 2.3.7 BARRIER:** Any surface which inhibits air and fiber movement from the work area to non-work areas. Can be comprised of one or a combination of several materials, including but not limited to plywood, polyethylene sheeting and/or duct tape. A critical barrier is one which seals any opening (such as doorways, vents, windows, penetrations) between the work area and non-work area.
- 2.3.8 CURTAINED DOORWAY:** Device to allow ingress or egress from one room to another while permitting minimal air movement between the rooms, typically constructed by placing three overlapping sheets of opaque 6-mil polyethylene over an existing or temporarily framed doorway, securing each along the top of the doorway, securing the vertical edge of the first and last sheets

along one vertical side of the doorway and securing the middle sheet along the opposite vertical side of the doorway.

- 2.3.9 DECONTAMINATION ENCLOSURE SYSTEM:** A series of connected rooms, with air locks between any two adjacent rooms, for the decontamination of workers and/or materials and equipment, constructed or moved onto site.
- 2.3.10 EQUIPMENT DECONTAMINATION UNIT:** Decontamination enclosure system for materials and equipment, typically consisting of a designated area or the work area, a washroom and a holding room.
- 2.3.11 GROSS ABATEMENT AREA:** An asbestos removal area which is sealed and fully contained in polyethylene. Workers enter the abatement area through a decontamination enclosure system.
- 2.3.12 PERSONNEL DECONTAMINATION UNIT:** A decontamination enclosure system for workers, typically consisting of a designated area of the work area for a gross contaminant removal, an equipment room, an air lock, a shower, an air lock, and a clean room.
- 2.3.12.1 Equipment Room:** A contaminated area or room in the personnel decontamination enclosure system with provisions for storage of contaminated clothing and equipment.
- 2.3.12.2 Air Lock:** An area between rooms, with minimum width of 3 feet.
- 2.3.12.3 Shower Room:** A room between the two air locks in the personnel decontamination enclosure system with hot and cold running water suitably arranged for complete showering during contamination.
- 2.3.12.4 Clean Room:** An uncontaminated area or room which is part of the worker decontamination unit with provisions for storage of worker's street clothes and protective equipment.
- 2.3.13 FIXED OBJECT:** A unit of equipment or furniture in the work area which cannot be removed from the work area without dismantling.
- 2.3.14 HEPA FILTER:** A high efficiency particulate air (HEPA) filter capable of trapping and retaining 99.97% of asbestos fibers greater than 0.3 microns in length.
- 2.3.15 HEPA VACUUM EQUIPMENT:** High efficiency particulate air filtered vacuuming equipment with a filter system capable of collecting and retaining asbestos fibers. Filters should be of 99.97% efficiency for retaining fibers greater than 0.3 microns in length.
- 2.3.16 NEGATIVE AIR PRESSURE EQUIPMENT:** A local exhaust system, capable of maintaining a constant, low velocity air flow through the Decontamination Unit and into the Work Area from adjacent uncontaminated areas and exhausting that air outside the building through HEPA filters.
- 2.3.17 NIOSH:** National Institute for Occupational Safety and Health.
- 2.3.18 PLASTICIZING:** Procedures necessary using polyethylene sheeting, adhesives, and/or taping to seal an area airtight. All polyethylene sheeting shall be certified by the Underwriters Laboratory as being fire retardant.
- 2.3.19 POST REMOVAL ENCAPSULATION:** Application of liquid material to surfaces from which asbestos-containing materials have been removed to control the possible release of residual asbestos fibers, either by creating a membrane over the surface (bridging encapsulant) or by

penetrating into the material and binding its components (penetrating encapsulant).

- 2.3.20 SURFACTANT:** A chemical wetting agent added to water to improve penetration, thus reducing the quantity of water required for a given operation or area.
- 2.3.21 WASTE GENERATOR:** Any owner or operator of a source covered by NESHAP regulations whose act or process produces asbestos-containing waste.
- 2.3.22 WASTE SHIPMENT RECORD (WSR):** The shipping document, required by 40 CFR 61, Subpart M, to be originated and signed by the waste generator, used to track and substantiate the disposition of asbestos-containing waste.
- 2.3.23 WET CLEANING/WIPING:** The process of eliminating contamination from building surfaces and objects by using cloths, mops, or other cleaning tools which have been dampened with water, and by afterwards disposing of these cleaning tools as asbestos-contaminated waste.

2.4 EXISTING CONDITIONS:

- 2.4.1** Owner and abatement contractor shall agree in writing on building and fixture condition prior to commencement of work. It shall be the Contractor's responsibility to replace or repair to the Owner's satisfaction, prior to closeout of the project, all damaged items caused by the Contractor and not proven otherwise. All items damaged prior to abatement shall be noted during preconstruction walk-through.

PART 2 - EQUIPMENT AND MATERIALS

2.5 PERSONNEL PROTECTION REQUIREMENTS:

- 2.5.1** Prior to commencement of work, the workers shall be instructed and shall be knowledgeable on the hazards of asbestos exposure, use and fitting of respirators, protective clothing, decontamination procedures, and all aspects of asbestos work procedures; workers shall have medical examinations and fit tests.
- 2.5.2** The abatement contractor acknowledges that he or she alone is responsible for enforcing personnel protection requirements and that these specifications provide only a minimum acceptable standard for each phase of operation. The Certificate of Workers Release Form included in the attachments shall be signed by each worker.
- 2.5.3** Provide workers with personally issued and marked respiratory equipment approved by NIOSH and accepted by OSHA.
- 2.5.4** Provide extra respiratory equipment for authorized visitors.
- 2.5.5** Respirator selection shall be based on the following table:

RESPIRATOR SELECTION	MAXIMUM USE CONCENTRATION
Half-Face Air-Purifying with HEPA Filters	0.1 f/cc
Full-Face Air-Purifying With HEPA Filters	0.5 f/cc
Powered Air-Purifying (PAPR) Full-Face with HEPA Filter	0.5 f/cc
Full-Face Supplied Air, Pressure Demand + HEPA escape	10 f/cc

Note: The Maximum Use Concentration represents the maximum fiber concentration outside the respirator to maintain exposure inside the respirator below 0.01 f/cc.

- 2.5.6 Supplied air shall be grade D in compliance with 29 CFR 1910.134, Compressed air system shall incorporate a continuous carbon-monoxide monitoring device, in-line purifying absorbent beds and filters to deliver air free of water, oil, odors, vapors, and particulates, a compressor failure alarm, high-temperature alarm, high-pressure automatic air storage within an ASME certified air bank to provide sufficient air supply for decontamination in the event of a system failure. Abatement contractor shall comply with all applicable codes and regulations that apply to the operation of such system.
- 2.5.7 WHERE NOT IN VIOLATION OF NIOSH AND OSHA REQUIREMENTS, THE CONTRACTOR SHALL PROVIDE, AS A MINIMUM, THE FOLLOWING RESPIRATORY PROTECTION FOR EACH PHASE OF OPERATION:
- 2.5.7.1 Pre-cleaning/Wet Wiping of Area: NIOSH half-face dual cartridge respirators equipped with HEPA cartridges.
- 2.5.7.2 Polyethylene Installation: NIOSH half-face dual cartridge respirators equipped with HEPA cartridges.
- 2.5.7.3 Asbestos Gross Removal and Cleanup: NIOSH full-face or PAPR respirators equipped with HEPA cartridges, or full-face supplied air, pressure demand respirators.
- 2.5.7.4 Asbestos Removal Glovebag: NIOSH half-face dual cartridge respirators equipped with HEPA cartridges.
- 2.5.7.5 Non-Friable ACBM Removal: NIOSH half-face dual cartridge respirators equipped with HEPA cartridges.
- 2.5.7.6 Polyethylene Removal (after Final Clearance): NIOSH half-face dual cartridge respirators equipped with HEPA cartridges.
- 2.5.7.7 Loading Waste Material on Truck (outside work area): NIOSH half-face dual cartridge respirators equipped with HEPA cartridges.
- 2.5.7.8 Unloading Bags at Landfill: NIOSH half-face dual cartridge respirators equipped with HEPA cartridges.
- 2.5.8 The above schedule is minimum respiratory protection acceptable. Should any condition, for any reason, be encountered where the exposure level, after application of the appropriate protection factor of the respiratory equipment in use, exceeds 0.01 f/cc, substitute respiratory equipment with protection factors which reduce worker exposure levels below 0.01 f/cc. Should any such condition come to the Consultant's attention, the right is reserved to require the use of respiratory equipment with higher protection factors for any or all phases of the work.
- 2.5.9 No visitors shall be allowed in work areas, except as authorized by the Consultant. Provide authorized visitors with suitable respirators whenever they are required to enter the work area.
- 2.5.10 When supplied air respirators are being used, one (1) open airline shall be maintained at all times for the Consultant's use.
- 2.5.11 Provide workers with sufficient sets of disposable protective full-body clothing. Such clothing shall consist of full-body coveralls, footwear, and head gear, one-piece coveralls or equal. Provide eye protection and hard hats as required by applicable safety regulations.

Reusable type protective clothing and footwear intended for reuse shall be left in the

Contaminated Equipment Room until the end of the asbestos abatement work at which time such items shall be disposed of as asbestos waste. Disposable clothing shall not be allowed to accumulate and shall be disposed of as contaminated waste.

- 2.5.12 Provide authorized visitors with suitable protective clothing, headgear, footwear, and gloves as described above whenever they are required to enter the work area.

2.6 MATERIALS:

- 2.6.1 Deliver all materials in the original packages, containers, or bundles bearing the name of the manufacturer and the brand name.

2.6.1.1 Store all materials subject to damage off the ground, away from wet or damp surfaces, and under cover sufficient to prevent damage or contamination.

2.6.1.2 Damaged or deteriorating materials shall not be used and shall be removed from the premises. Material that becomes contaminated with asbestos shall be disposed of in accordance with applicable regulations.

- 2.6.2 **POLYETHYLENE SHEETING:** A minimum 6-mil for floor and 4-mil for walls, in sizes to minimize the frequency of joints. All polyethylene sheeting shall be certified by the Underwriters Laboratory as being fire retardant.

- 2.6.3 **TAPE:** Capable of sealing joints of adjacent sheets of polyethylene and for attachment of polyethylene sheets to finished or unfinished surfaces of dissimilar materials and capable of adhering under both dry and wet conditions, including use of amended water. Duct tape, poly prep tapes or approved equal.

- 2.6.4 **ADHESIVES:** Capable of sealing joints of adjacent sheets of polyethylene and for attachment of polyethylene sheet to finished or unfinished surfaces of dissimilar materials and capable of adhering under both dry and wet conditions, including use of amended water.

- 2.6.5 **SURFACTANT:** Shall consist of 50% polyoxyethylene ether and 50% of polyoxyethylene ester, or equivalent, and shall be mixed with water to provide a concentration of one ounce of surfactant to 5 gallons of water. Prior to bidding, the Contractor shall be responsible for verifying that this surfactant is compatible with the materials to be removed and their substrates. If found to be incompatible, the Contractor shall supply suitable wetting agents at no extra cost to the Owner.

- 2.6.6 **IMPERMEABLE CONTAINERS:** Suitable to receive and retain any asbestos-containing or contaminated materials until disposal at an approved site. The containers shall be labeled in accordance with regulations. Containers must be both air and water tight and must be resistant to damage and rupture. An impermeable container shall be: 2 (two) 6-mil polyethylene bags or 1 (one) 6-mil polyethylene bag inside a drum with tightly fitting lid. Bags may be true 6-mil thickness, or have a tear resistance of M.D. 300 grams, T.D. 2,068 grams, and dart impact of 216 grams.

- 2.6.7 **WARNING LABELS AND SIGNS:** As required by regulations.

- 2.6.8 **GLOVEBAGS:** Manufactured device consisting of a bag constructed of 6-mil or thicker transparent polyethylene, two inward projecting long sleeve gloves, one inward projecting water wand sleeve, an internal tool pouch, and an attached, labeled receptacle for collection of removed asbestos waste. The glovebag is constructed and installed in such a manner that it surrounds the object or area to be decontaminated and contains all asbestos fibers released during the removal process.

2.6.9 ENCAPSULANTS: A liquid material which, when applied, controls the possible release of asbestos fibers either by creating a membrane over the surface or by penetrating the material and binding its components together. The encapsulant shall be a commercial product which is color-tinted.

2.6.10 OTHER MATERIALS: Provide all other materials, such as, but not limited to lumber, plywood, nails, and hardware, which may be required to properly prepare and complete this project.

2.7 TOOLS AND EQUIPMENT:

2.7.1 Provide suitable tools for asbestos removal.

2.7.1.1 Water Sprayer: Airless or a low-pressure sprayer for amended water application as applicable.

2.7.1.2 Air-Purifying Equipment: High Efficiency Particulate Air Filtration Systems (HEPA) shall comply with ANSI Z9.2-79. No air movement system or air equipment should discharge unfiltered air outside the work area. Thus, the negative air unit shall be equipped with a three-filter bank with the last being the HEPA filter capable of removing 99.97% of fibers >0.3 microns.

2.7.1.3 Paint/Encapsulant Sprayer: Airless or a low-pressure sprayer.

2.7.1.4 Scaffolding: As required to accomplish the specified work and meet all applicable safety regulations.

2.7.1.5 Vacuums: Use HEPA filtered type.

2.7.1.6 Other tools and equipment as necessary.

2.8 POSTING OF THE PROJECT:

Post warning signs in and around the work area to comply with OSHA regulation 29 CFR 1926.1101 and in compliance with all other Federal, State, and local requirements.

2.9 WORK AREA PREPARATION - OWNER:

2.9.1 The Contractor, in coordination with the Owner, shall shut down electric power to work areas. Electrical shutdown shall be coordinated with the Owner no less than seven Calendar days prior to the scheduled shutdown. The Contractor may use existing electrical service to the building for temporary electrical power during abatement work.

2.9.2 The Contractor, in coordination with the Owner, shall shut down or isolate heating, cooling and ventilating air systems to the work areas.

2.9.3 Before the work is begun, and unless otherwise specified, the Owner shall remove from work areas all removable items and equipment not located on the asbestos material as specified. Owner shall later replace furniture and movable objects.

2.10 WORK AREAS PREPARATION - CONTRACTOR: Prior to commencing abatement work the Abatement Contractor shall prepare the work area as required by this specification and applicable regulations.

2.10.1 Pre-clean fixed objects within the work area, first using HEPA vacuum equipment and then wet cleaning methods as appropriate, and completely enclose with minimum 6-mil thick plastic sheeting sealed with tape.

- 2.10.2 Prior to commencing abatement work, shut down and isolate heating, cooling, and ventilating air systems to prevent contamination and fiber dispersal to other areas of the building. Seal vents within the work area with tape and 6-mil plastic sheeting.
- 2.10.3 Clean the work area first using HEPA vacuum equipment and then wet cleaning methods as appropriate. Do not use methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters. Do not use HEPA vacuum equipment on wet surfaces unless units are specially constructed for wet/dry use. Do not use amended water on gypsum board or other material which would be damaged by the wetting agent. HEPA vacuuming or damp sponge with regular water would be appropriate.
- 2.10.4 Seal off all openings, including but not limited to windows, corridors, doorways, skylights, ducts, diffusers, and any other penetrations of the work areas, with 6-mil polyethylene sheeting sealed with tape. Open doorways and corridors with direct access to occupied areas shall be sealed with plywood in addition to the polyethylene barriers as described in this section.
- 2.10.5 Cover floor first and then wall surfaces with plastic sheeting completely sealed with tape at all edges with adhesive and tape at all joints. Use a minimum of two layers of 6-mil plastic on floors and all fixed horizontal surfaces. Cover floors first so that plastic extends at least 12 inches up on the walls, then cover walls with a minimum of two layers of 4-mil plastic sheeting which shall extend beyond wall/floor joints at least 12 inches. No seams shall be located at wall-to-floor joints. All polyethylene sheeting shall be certified by the Underwriters Laboratory as being fire retardant.
- 2.10.6 Install additional protection as necessary for floor finishes such as carpet and wood. The abatement contractor shall assume responsibility for all damage to floor finishes which occurs during the construction period.
- 2.10.7 Provide viewing windows as required by DSHS Regulations.
- 2.10.8 Build decontamination enclosure systems at the entrances to the work area.
- 2.10.9 All power supplied to the work area shall be GFCI protected.
- 2.10.10 Install negative air equipment.
- 2.10.11 Maintain and mark emergency exits from the work areas or establish alternate exits satisfactory to the local fire marshal.

2.11 DECONTAMINATION ENCLOSURE SYSTEMS:

- 2.11.1 **GENERAL:** The abatement contractor shall use portable decontamination units acceptable to EPA and OSHA, connected to the work area with framed-in or accordion tunnels, if necessary, and line the tunnels with plastic, sealed with tape at all joints in the plastic, or shall construct decontamination units on-site.
- 2.11.2 **ACCESS:** In all cases, access between any two rooms within the decontamination enclosure systems shall be through an air lock.
- 2.11.3 **WORKER DECONTAMINATION UNIT:** Construct or provide a worker decontamination unit contiguous to the work area consisting of three totally enclosed chambers as follows:
 - 2.11.3.1 An equipment room with two curtained doorways, one to the work area and one to the shower room via an air lock.
 - 2.11.3.2 A shower room with two curtained doorways, one to the equipment room and one to the

clean room, via air locks. The shower room shall contain at least one shower per eight (8) workers with hot and cold or warm water with individual shut-off valves inside the showers. Careful attention shall be paid to the shower enclosure to insure against leakage of any kind. Drainage from showers shall be disposed of as contaminated water or filtered as specified below.

2.11.3.3 Waste water containing asbestos, including drainage from decontamination showers, shall be either disposed of as contaminated waste or filtered through 5-micron filters prior to introduction into the sanitary sewer system.

2.11.3.4 A clean room with one curtained doorway into the shower via an air lock and one entrance or exit to non-contaminated areas of the building. The clean room shall have sufficient space for storage of the workers' street clothes, towels, and other non-contaminated items.

2.11.4 EQUIPMENT DECONTAMINATION UNIT: Provide or construct an equipment decontamination enclosure system consisting of two totally enclosed chambers as follows:

2.11.4.1 A washroom constituting an air lock, with a curtained doorway to a designated area of the work area and a curtained doorway to the holding room.

2.11.4.2 A holding room, constituting an air lock, with a curtained doorway to the wash room and a curtained doorway to the uncontaminated area.

2.11.4.3 Contractor may elect to construct equipment decon unit on side of equipment room of worker decontamination unit.

2.12 SEPARATION OF WORK AREAS FROM NON-WORK AREAS:

2.12.1 Temporary barriers from corridors, doorways, and cased openings not to be used for passage during abatement shall be sealed with wood or metal studs, 16 inches o.c., faced with 3/8" plywood sheathing on the work area side only. Cover both sides of the partition with 6-mil polyethylene sheeting. Edges of the partition at floors, walls, and ceilings shall be taped air tight.

2.12.2 Separation of work areas adjacent to occupied areas shall require a barrier as described above.

2.12.3 Visual separation shall be accomplished at all "see-through" locations using opaque polyethylene. This separation shall not be incorporated within the other seals involved on this project. Provide viewing windows as specified by DSHS.

2.13 MAINTENANCE OF DECONTAMINATION ENCLOSURES:

2.13.1 At the beginning of each work shift and throughout removal, all seals and curtained doorways shall be inspected, and if not found in proper condition, repaired immediately.

2.13.2 Respiratory equipment shall be cleaned, repaired, and sanitized after each use.

2.13.3 Soap and shampoo shall be in the showers at all times.

2.13.4 Fresh towels shall be available at all times.

2.13.5 All areas shall be kept clean and in order.

2.13.6 Provide a disposal bag for contaminated filters in the shower room.

- 2.13.7 Provide storage for wet and dry towels.
- 2.13.8 Ensure that the drainage filtering systems are kept clean and operable at all times.
- 2.13.9 At the end of each decontamination period, the shower, air locks, and clean room shall be cleaned and dried.
- 2.13.10 At the end of each work shift: the two air locks and the shower shall be thoroughly disinfected; the filter bag (if applicable) shall be returned to the equipment room for disposal; the equipment room and first air lock shall be thoroughly HEPA vacuumed and wet cleaned.

2.14 WORKER PROTECTION:

- 2.14.1 All workers and authorized personnel, in order to enter the work area, shall:

- 2.14.1.1 Remove all clothing unless it is to remain in the equipment room for eventual disposal.
- 2.14.1.2 Don protective clothing (coveralls, gloves, boots, safety harness, etc.), as deemed necessary by the contractor's supervisor or safety officer.
- 2.14.1.3 Don the appropriate respiratory protection, following all training procedures and manufacturer's instructions. Hood shall be worn over respirator straps.

- 2.14.2 All workers and authorized personnel, in order to leave the work area, shall:

- 2.14.2.1 Remove gross (visible) contamination from themselves and their equipment.
- 2.14.2.2 Enter the equipment room and, keeping respirator in place, remove all protective clothing, including gloves and boots. Place contaminated clothing in the bag(s) provided. Store gloves and/or boots in their respective areas.
- 2.14.2.3 Still wearing the respirator, proceed naked to the first air lock. Once inside, ensure all curtained doorways behind are properly closed.
- 2.14.2.4 Respirator still in place, move into the shower room and rinse off thoroughly. If wearing dual cartridge respirators, make sure the cartridges are completely soaked before removing the respirator and disposing of cartridges in the container provided.
- 2.14.2.5 Complete showering, thoroughly soaping, and shampooing.
- 2.14.2.6 Proceed to the clean room, dry off, dress, and return respirator to the storage area.
- 2.14.2.7 No smoking, eating or drinking shall be allowed inside decontamination enclosures.

2.15 COMMUNICATIONS:

- 2.15.1 Provide an electronic communications system suitable for inside or outside, and inter-room communications, in order to monitor all activities within the work area and to readily transfer messages from one location to another.

2.16 FIRE EXITS:

- 2.16.1 Designate and maintain emergency and fire exits from the work area in accordance with local codes and regulations. All exits shall be clearly marked with fluorescent tape or red enamel and shall be clearly visible from any part of the work area.

2.17 SECURITY

- 2.17.1 Make all necessary provisions for 24-hour building security for areas designated for this project. The abatement contractor shall be responsible for maintaining security of the abatement areas throughout the contract period.

2.18 LOCATION AND ACTIVATION OF NEGATIVE AIR PRESSURE:

- 2.18.1 Maintain negative pressure system in the work areas during all asbestos abatement work for which abatement techniques are specified, or as required by the owner.
- 2.18.2 As a guideline, use the EPA document, Guidance for Controlling Friable Asbestos-Containing Materials in Buildings, June 1985.
- 2.18.3 Provide one spare negative air unit per site at all times. Spare exhaust units shall be of the same size and capacity as the largest operating units.
- 2.18.4 Suspend electrical cords off of the floor and out of workers' way to protect the cords from damage from traffic, sharp object, and pinching. Do not fasten cords with staples, and do not hang cords from nails or suspend with wire.
- 2.18.5 Provide sufficient number of negative air units in the work area to provide scrubbing of the air in the work area.
- 2.18.6 Locate units so that make-up air enters the work area primarily through the decontamination facility and traverses the work area as much as possible. Use section J.3 of the EPA Document, Guidance for Controlling Friable Asbestos-Containing Materials in buildings, Purple Book, June 1985.
- 2.18.7 Provide additional make-up air openings as shall be necessary to effectively move air through the work area and to avoid creating too high a pressure differential that would damage or cause blowing of temporary barriers and plastic coverings. Provide inlets by making openings in the plastic sheeting near the ceiling and as far as possible from the exhaust units. Provide self-closing polyethylene flaps over the openings to prevent backflow of air from the contained area to the outside.
- 2.18.8 Provide minimum number of auxiliary make-up air openings to maintain negative pressure. A negative pressure in excess of 0.02 inches of water differential, as measured by manometric measurements, shall be maintained.
- 2.18.9 Vent all exhaust units to the outside of the building at locations acceptable to the owner. Provide flexible or rigid duct as necessary to provide exterior venting and proper location of exhaust units. Ducts shall be completely sealed, in good repair, and protected from possible damage within the work area.
- 2.18.10 After the work area has been prepared, the decontamination set up, and the exhaust units installed, start the units (one at a time if more than one is Provided). Visually check the direction of air movement through the openings in the barriers and verify movement of air in all locations of the work areas by use of ventilation smoke tubes. Adjust the location of exhaust units or provide additional exhaust units for the work area if the test indicates inadequate or improper air movement.
- 2.18.11 After removal has begun, maintain operation of exhaust units continuously to maintain a constant negative pressure until decontamination of the work area is complete. Do not turn units off at the

end of the work shift or when removal operations temporarily stop.

- 2.18.12 Change filters in exhaust units in accordance with manufacturer=s recommendations and paragraph J.3.22.1 of the EPA document, Guidance for Controlling Friable Asbestos-Containing Materials in Buildings, Purple Book, June 1985 or when there is obvious loss of negative pressure.
- 2.18.13 When a final inspection and the results of the final air monitoring tests indicate an acceptable level of airborne fibers, remove and dispose of pre-filters and shut off the exhaust units. If the exhaust units are to be used in another work area leave the final filter in place and seal all intake openings to the unit to prevent contamination due to asbestos fibers collected on the final filter. If the exhaust units are not to be used in other work areas, remove the final filter and dispose of as contaminated waste.
- 2.18.14 If dismantling operations result in visible dust on surfaces, replace filters, restart exhaust units, re-clean surfaces and perform additional area air monitoring (At abatement contractor=s expense) until the level of airborne fibers is acceptable as specified.
- 2.18.15 Dispose of all filters as asbestos-contaminated waste material as specified.

2.19 EQUIPMENT REMOVAL PROCEDURES:

- 2.19.1 Clean external and internal surfaces of all nonfixed equipment and/or objects by thoroughly wet wiping and/or rinsing, before moving such items into the Equipment Decontamination Unit for final cleaning and removal to uncontaminated areas.
- 2.19.2 Objects and equipment removed shall be stored in areas designated by the Owner.

2.20 PREWORK INSPECTIONS:

- 2.20.1 All abatement work areas must be prepared by installing polyethylene barriers, negative air pressure, etc. as outlined in this specification. Upon completion of all work area preparation and four hours before work is to begin, notify Consultant that the work area is ready for inspection.
- 2.20.2 The abatement contractor shall not begin abatement work until the Consultant has inspected the area and any deficiencies have been corrected. Abatement work in accordance with the requirements in the following sections may proceed after the Consultant has approved the work area preparation.

2.21 GROSS REMOVAL OPERATIONS:

- 2.21.1 Spray asbestos-containing material with amended water, using spray equipment capable of providing a "mist" application to reduce the release of fibers. Saturate the material sufficiently to wet it to the substrate without causing excessive dripping. Remove the saturated asbestos material in small sections from all areas. Material drop shall not exceed fifteen feet (15'). All asbestos-containing material shall be removed thoroughly and totally. No asbestos-containing material is to remain for any reason.
- 2.21.2 Insulation on pipes and other thermal system insulation to be abated within gross removal areas shall be removed using gross removal methods outlined in this section.
- 2.21.3 Provide shoring, bracing, and support as required to maintain structural integrity of materials and systems. Provide protection for other portions of project and protection from the elements. Protect existing electrical and electronic systems, cabling, and other components during all phases of abatement.

- 2.21.4 Install additional polyethylene barriers as needed during and after removal, in order to protect surfaces and maintain negative air pressure. After removal of ceilings, extend wall polyethylene sheeting to deck above. Monitor negative pressure as the work progresses to evaluate the need for additional barriers and/or negative air equipment.
- 2.21.5 Material shall not be allowed to dry before placing in 6-mil polyethylene bags. Any contaminated material capable of puncturing the polyethylene bags shall be packaged separately in 6-mil polyethylene sheeting sealed with tape and/or glue, or fiberboard drums.
- 2.21.6 Maintain work areas free of accumulated asbestos-containing materials at all times. Keep waste materials wet until sealed in polyethylene bags.
- 2.21.7 Seal polyethylene bags air tight. Ensure that all contaminated materials, including insulation materials exposed by ceiling demolition, are bagged or wrapped to yield a minimum covering of two polyethylene layers, or sealed in fiberboard drums before removal from the work area. Bags may be true 6-mil thickness, or have a tear resistance of M.D. 300 grams, T.D. 2,068 grams, and dart impact of 216 grams.
- 2.21.8 Ensure that all disposal containers are properly labeled in accordance with regulations.

2.22 VINYL ASBESTOS TILE & MASTIC REMOVAL:

- 2.22.1 Removal of floor coverings utilizing the RFCI methods must comply with the requirements of published Resilient Floor Covering Institute methodologies, and also requires the approval of the Project Consultant. Otherwise, use the methods outlined in this section.
- 2.22.2 Pre-clean the work area by first using HEPA-vacuum equipment, then wet cleaning methods until the area is visibly free of dust and debris.
- 2.22.3 Post warning signs which comply with regulations.
- 2.22.4 Establish a negative pressure enclosure in the work area utilizing critical barriers at all openings, decontamination unit, polyethylene sheeting on walls and negative air pressure equipment. Install a minimum of one layer of 6-mil polyethylene sheeting to a height of four feet on walls in the work area. The entire wall shall be covered with polyethylene sheeting in areas of ceiling removal.
- 2.22.5 Soak tiles with amended water for a sufficient time to allow removal intact with breakage kept to a minimum. Take precautions to contain water within the work area and prevent damage to areas outside the work area. Mist the work area and keep tiles wet during removal.
- 2.22.6 Remove mastic using approved chemical mastic remover. Substrate must be clean with no residue. No rotary equipment or sanding is allowed.
- 2.22.7 Floor coverings must be assumed to be multiple layered until field investigation proves otherwise. All such layers must be considered ACM or asbestos-contaminated and must therefore be removed.
- 2.22.8 Dispose of floor tiles as asbestos-containing waste in 6-mil plastic bags.
- 2.22.9 Dispose of chemical mastic remover as per manufacturer's instructions, Federal, State and local regulations.

2.23 DISPOSAL OF ASBESTOS-CONTAINING WASTE (SOLID AND/OR LIQUID):

- 2.23.1 As the work progresses, to prevent exceeding available storage capacity on-site, workers from uncontaminated areas in full protective clothing and dual cartridge respirators shall enter the equipment decontamination unit and place the appropriate supply of specified containers within

the holding room.

Workers in the holding room shall be passed sealed, double-bagged material. Bags may be true 6-mil thickness, or have a tear resistance of M.D. 300 grams, T.D. 2,068 grams, and dart impact of 216 grams. Dispose of waste materials or store at approved location. Ensure all curtained doorways are closed. Ensure that all containers are labeled and sealed properly before removing for transport and disposal. The color of the disposable clothing worn outside the work area shall be a different color than the disposable clothing worn inside the work area. At no time shall a removal worker pass the curtained doorway between the holding room and the wash room. Drums will not be required if abatement contractor uses sealed bins or enclosed trucks to store and transport bagged waste.

- 2.23.2 The exterior bag or fiberboard drum shall have warning and generator's labels applied as specified in 40 CFR 61.150(a)(1)(iv)-(v).
- 2.23.3 Prepare and sign the Waste Shipment Record (WSR) for each load of asbestos-containing waste transported off site. Ensure that the WSR is completed by the transporter(s) and waste disposal site operator.
- 2.23.4 Mark vehicles used to transport asbestos-containing waste material during the loading and unloading of waste in compliance with 40 CFR 61, Subpart M and during the transport of asbestos-containing waste in compliance with 49 CFR 171 and 172.
- 2.23.5 Vehicles used for transporting asbestos-containing materials to disposal sites shall have a completely enclosed, lockable storage compartment if drum requirement is to be deleted. Storage compartments shall be plasticized and sealed with a minimum of one (1) layer of 6-mil polyethylene on the sides and top and two (2) layers of 6-mil polyethylene on the floor. The compartments shall be thoroughly wet cleaned and/or HEPA vacuumed following the disposal of each load of material at the dump site. At the conclusion of the project (or before transport vehicles are used for other purposes), the polyethylene shall be properly removed and disposed of as contaminated waste. After this is accomplished, compartments shall once again be wet cleaned and/or HEPA vacuumed in order to eliminate all debris prior to being returned to the rental company. All plastic sheeting, tape, cleaning material, including mops and sponges, clothing, filters, and all other contaminated disposable materials shall be packaged, labeled, and disposed of as asbestos-containing waste.
- 2.23.6 Dispose of materials at an authorized disposal site in accordance with the requirements of federal, state, and local disposal authorities.
- 2.23.7 Workers unloading waste material at the disposal site shall be dressed in full-body protective clothing and dual cartridge respirators.

SECTION 3 - CLEANUP PROCEDURES AND CLEARANCE STANDARDS

3.1 GROSS CLEANUP:

- 3.1.1 Remove all visible accumulations of asbestos-containing materials and debris by HEPA vacuums, sponging, etc. Wet clean all surfaces within the work area.
- 3.1.2 The entire work area shall be totally and visibly clean. The abatement contractor shall notify the Consultant of the time the work area will be ready for visual inspection, at least twelve hours in advance of the inspection. This inspection shall be certified by the abatement contractor and will be verified by the Consultant using the "Certification of Visual Inspection".

3.2 ENCAPSULATION OF WORK AREAS:

3.2.1 The work area shall have passed visual inspection prior to post-removal encapsulation. Negative air must continue to run.

3.2.2 An approved encapsulant shall be applied, using airless spraying equipment, to all areas of the project where asbestos-containing materials have been removed, except where such application will inhibit adhesion of new finishes.

3.2.3 **ENCAPSULANTS:**

3.2.3.1 The encapsulant shall be compatible with the replacement material as per manufacturer advice.

3.2.3.2 If any encapsulant is incompatible with the substrate, the abatement contractor shall be fully responsible for providing an alternate encapsulant that is compatible, at no additional cost to the Owner.

3.3 **FINAL CLEANUP:**

3.3.1 After encapsulant has dried, carefully remove remaining wall and floor plastic, folding inward and sizing for proper disposal. Leave vent, window, and door seals in place.

3.3.2 Using wet methods and HEPA vacuuming, clean the entire work area.

3.3.3 The entire work area shall be totally and visibly clean.

3.3.4 Contractor shall inform the Consultant that the area is ready for clearance testing.

3.4 **FINAL CLEARANCE:**

3.4.1 Clearance air monitoring samples shall be collected. If air sampling results for Final Clearance are less than or equal to 0.01 f/cc, the vent, door and other seals shall be removed and the areas behind them wet wiped and HEPA vacuumed.

3.4.2 Contractor shall remove decontamination unit, negative air equipment and any other materials associated with the abatement project.

3.4.3 After removal of all equipment and containment materials, the work area shall be inspected by the Contractor and the Owner's representative before being cleared for reoccupancy.

3.5 **TESTING/AIR MONITORING:**

3.5.1 Throughout the preparation, removal, cleaning and final clearance operations, air monitoring shall be conducted by the Consultant retained by the Owner to monitor Contractor's compliance with these specifications, and any applicable state and local regulations.

3.5.2 The abatement contractor shall provide, at his own expense, monitoring of his employees as required by 29 CFR 1926.1101(f).

3.5.3 **BASELINE MONITORING:** The Consultant will conduct area monitoring and establish the baseline ambient fiber concentrations prior to the precleaning operations for each removal site. Three 1250-liter samples minimum per site. PCM method will be utilized.

3.5.4 **MONITORING DURING ASBESTOS OPERATIONS:** The Consultant will conduct area monitoring inside the asbestos control area during the work shift. The consultant will conduct area monitoring outside the entrance to the asbestos control area and near the discharge of the local exhaust

system. PCM method will be utilized in accordance with NIOSH 7400.

Areas to be Sampled	Number of Samples for each 8-hour shift - Typical	Sample Volume (in Liters) - Typical
Inside Work Area	2	480L
Outside work area but inside building (barriers, baselines)	1	1250L
Outside building near local exhaust	1	1250L
Reference exposure level	n/a	1250L
Quality Control	2	480L

- 3.5.5 CLEARANCE MONITORING:** The Consultant will conduct a one phase aggressive air monitoring to establish the fiber concentration after completion of the visual inspection. Final air monitoring results shall be less than or equal to 0.01 f/cc by PCM analysis, and for quantities of 160 S.F. or 260 L.F. or more in schools, less than 70 Structures/square millimeters by TEM analysis.
- 3.5.6 RE-TESTING:** If the clearance level is not achieved by the results of the first round of testing, the abatement contractor shall reimburse the Owner for retesting the area until clearance is achieved. The cost for testing and clearance samples will be assessed against the abatement contractor's payments due on a Time and Materials basis.
- 3.5.7 MONITORING RESULTS:** PCM analysis will be completed and results reviewed by the Owner or the Consultant within 24 hours, within 12 hours for final compliance monitoring. The Consultant shall notify the abatement contractor and the Owner immediately if any fiber concentrations exceed acceptable limits. Analytical results are considered the Owner's property and use of these results for any purposes other than the final clearance will require the Owner's written approval.
- 3.5.8** Air monitoring for each glove bag and repair operation will be by personal sample collected on the worker to check for exposure level with reference to the baseline levels.
- 3.5.9 CERTIFICATION OF VISUAL INSPECTION:**
The following Certification of Visual Inspection is a sample of the Form that shall be completed by the abatement contractor following the completion of the removal, cleanup and his visual inspection of the work area. The Consultant will provide a written list or a verbal explanation of deficient items if the certificate is rejected.

CERTIFICATION OF VISUAL INSPECTION

Building: _____

Project Number: _____

Specific Area: _____

CONTRACTOR CERTIFICATION

The abatement contractor hereby certifies that he or she has visually inspected the work area (all surfaces including pipes, beams, ledges, walls, ceiling and floor, decontamination units, sheet plastic, etc.) and all asbestos materials, including contaminated dust, debris, or residues have been removed in accordance with the contract documents.

By: (Signature) _____ Date: _____

(Print Name) _____ Title: _____

Company Name: _____

CONSULTANT CERTIFICATION

The Consultant hereby certifies that he or she has accompanied the Contractor on his visual inspection and verifies that this inspection has been thorough and to the best of his knowledge and belief, the Contractor's certification above is a true and honest one.

The final air sampling has been completed and the sample results meet the criteria for re-occupancy established by the Contract Documents. The final air samples were analyzed by: X PCM or TEM.
Clearance air sample numbers are:

By: (Signature) _____ Date: _____

(Print Name) _____ Title: Project Manager

Olatunde O. Oladunjoye, Amber Bivens, Faith Oladejo, Brian Doquet, Humberto Lopez, Jennifer Phillips, Sean Porter, Toyin "Sam" Keshinro, Clement Uwaka, Shareef Abu-Ain, Gregory Hunter, and Cletus Edeigba are EPA accredited and DSHS licensed Project Managers authorized by the project consultant to perform clearance inspections and clearance testing for asbestos abatement work areas.

PCM = each sample is less than or equal to 0.01 f/cc

TEM = average of samples is less than or equal to 70 s/mm² (AHERA)



Project Manager Authorization

For the project located at the former Hardin County Hospital located at 440 Highway 326 in Kountze, Texas, Olatunde O. Oladunjoye, Amber Bivens, Faith Oladejo, Brian Doguet, Humberto Lopez, Jennifer Phillips, Sean Porter, Toyin "Sam" Keshinro, Clement Uwaka, Shareef Abu-Ain, Gregory Hunter, and Cletus Edeigba are EPA accredited and DSHS licensed Project Managers who have met all the requirements of the Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), and Texas Department of State Health Services (DSHS) and are authorized to perform inspections and clearance testing for asbestos abatement work areas.

Honesty Environmental Services, Inc.
DSHS Asbestos Consulting Agency (10-0182)



Daniel Ward
Vice President
DSHS Individual Asbestos Consultant #10-5479

This detailed floor plan illustrates the layout of the New York State Office Building. Key areas include:

- Top Section:** HEALTH DEPARTMENT, ENVIRONMENTAL HEALTH OFFICE, and various smaller offices.
- Left Wing:** CHILDRENS PROTECTIVE SERVICES, STORAGE WING, and a long corridor labeled "OPS".
- Center:** NEW YORK STATE ASSISTANCE CENTER OFFICES, a central corridor with multiple exits, and a "Boiler Room".
- Right Wing:** EAST ENTRANCE, ALTERNATE EDUCATION CLASSROOM, SENIOR CITIZENS DINING ROOM, and a "REST ROOM".
- Bottom Section:** INDIGENT CARE OFFICES, EXTENSION SERVICE OFFICES, and a "PRO ENTR" area.

The plan features numerous "EXIT" labels and arrows indicating the flow of movement throughout the building.

WEST SIDE OF BLIND