

FANNIN COUNTY, TEXAS

INVITATION TO BID FOR THE ASBESTOS ABATEMENT OF THE FANNIN COUNTY COURTHOUSE RESTORATION BID #18001

This invitation to bid/bid sheets are for your convenience in bidding to provide Fannin County with the Asbestos Abatement for the Fannin County Courthouse Restoration as follows:

To complete the successful abatement of the Fannin County Courthouse located at 101 East Sam Rayburn Drive, Bonham, TX as per the required specifications.

Pre-Bid Conference to be held Wednesday, November 15, 2017 at 10:00 a.m. at the Fannin County Courthouse, First Floor, located at 101 E. Sam Rayburn Drive, Bonham, TX. Site visit will be conducted following conference.

Sealed bids shall be received no later than 3:00 P.M., November 29, 2017. Bids will be opened at the Fannin County Purchasing Office, 200 East 1st Street, Bonham, Texas 75418 at opening date and time. All bids received after the above mentioned date and time will be returned unopened and shall be considered void and unacceptable.

Notification for bidding to supply Fannin County with the Asbestos Abatement for the Courthouse Restoration has been properly advertised as required by law.

Bid forms containing required specifications shall be furnished to persons or firms requesting the forms from:

Fannin County Purchasing 200 East 1st Street Bonham, TX 75418

Email: cjedwards@fanninco.net

Phone: (903) 583-0054 Fax: (903) 640-5806 SUCCESSFUL BIDDER SHALL defend, indemnify and hold harmless Fannin County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against Fannin County growing out of such injury or damages.

Fannin County reserves the right to accept and or reject any and all bids.

FOR MAIL BY USPS RETURN BID TO:

Fannin County Purchasing 101 East Sam Rayburn Bonham, TEXAS 75418

FOR ALL OTHER DELIVERIES RETURN BID TO:

Fannin County Purchasing 200 East 1st Street Bonham, TX 75418

Sealed bids shall be received no later than:

3:00 P.M., Wednesday, November 29, 2017 MARK ENVELOPE: "BID #18001 Fannin County Courthouse Restoration Asbestos Abatement"

Specifications for Fannin County Courthouse Restoration Asbestos Abatement

- 1) Equipment, Labor and all Materials necessary to complete the asbestos abatement and disposal of the asbestos located at 101 E. Sam Rayburn Drive, Bonham, TX as per the included specifications.
- 2) Specifications for Asbestos Abatement prepared for Fannin County Courthouse Restoration are hereby made a part of this bid and incorporated herein for all purposes.
- 3) Abatement can be performed on the days and hours at the contractor's discretion as all offices have vacated and the furnishings and equipment have been removed.
- 4) Bid shall be required in the amount of five percent (5%) of the total bid/contract price that must be executed with a surety company authorized to do business in the State of Texas or bid shall be deemed unresponsive.
- 5) Performance Bond shall be required any bid/contract over \$100,000.
- 6) Payment Bond shall be required for any bid/contract over \$25,000.
- 7) Historically Underutilized Business Subcontracting Plan (HSP) shall be included with bid response or bid shall be deemed unresponsive.
- 8) HB 89 Verification Form shall be completed and included with bid response or bid shall be deemed unresponsive.

The undersigned hereby certifies that he has read, understands and agrees that acceptance by Fannin County of the bidder's offer by issuance of a purchase order and/or contract will create a binding contract. Further, he agrees to fully comply with documentary forms herewith made a part of this specific procurement.

Name of Company:		
Address:		
City:	State:	Zip Code:
Telephone Number:	Fax Number:	
Contact Person:	Title:	
Authorized Signature:		-
Printed Name:		-
Date:	Bid valid for	_days.

Additional Terms and Conditions

Vendor shall submit to Fannin County Purchasing Agent proof of Liability Insurance before commencement of project.

Vendor shall be responsible for damage to Fannin County's equipment, and/or workplace and its contents, by its, or its contractors' work, negligence in work, personnel, and equipment. Vendor shall be responsible and liable for the safety, injury and health of its employees and contractors while they are performing work for Fannin County under this contract.

All employees of the vendor shall be a minimum of 17 years of age and experienced in the type of work performed.

Vendor shall defend, indemnify, and hold harmless the State of Texas, its officers, and employees, and Fannin County, its officers, and employees and contractors, from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, including without limitation attorneys' fees and court costs, arising out of, connected with, or resulting from any acts or omissions of vendor or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of this contract. Vendor shall coordinate its defense with the Texas Attorney General as requested by Fannin County.

This paragraph is not intended to and shall not be construed to require contractor to indemnify or hold harmless the State of Texas or Fannin County for any claims or liabilities resulting from the negligent acts or omissions of Fannin County or its employees. Fannin County may grant relief from performance of the contract if the vendor is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the vendor. The burden of proof for the need of such relief shall rest upon the vendor. To obtain release based on force majeure, the vendor shall file a written request with Fannin County.

Vendor will not disclose any information to which it is privy under this contract without prior consent of Fannin County. Vendor will indemnify and hold harmless the State of Texas, its officers and employees, and Fannin County, its officers and employees for any claims or damages that arise from the disclosure by Vendor or it contractors of information held by the State of Texas.

The Contractor shall procure and maintain at its expense during the term of the contract or any extensions thereof, insurance as listed below. Insurance shall be written by companies acceptable to Fannin County and authorized to do business in the State of Texas. Policies shall include terms and provisions indicated below. The Contractor shall provide and furnish evidence of the following insurance:

Workers Compensation – Minimum coverage for employer liability as determined by the Texas Department of Insurance or Workers' Compensation Commission.

Contractor shall obtain and maintain in full force at all times during the term of this contract insurance coverage naming Fannin County as an additional insured and loss payee on its policies described below.

Comprehensive General Liability in the amount of: \$300,000 per occurrence and of \$600,000 in the aggregate. If insurance policie(s) are not written for amounts specified above, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability insurance is provided, it shall follow the form of the primary coverage.

Pursuant to Government Code 2252.908 in regards to HB 1295 filing of application of Certificate of Interested Parties (Form 1295) shall be completed and included within bid package or said bid shall not be considered. Below is the link to the State of Texas Ethics Commission Form 1295 Certificate of Interested Parties Electronic Filing Application:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Pursuant to Amended Texas Government Code Chapter 2270 in regards to House Bill 89, effective September 1, 2017, Prohibition on Contracts with Companies Boycotting Israel. Effective September 1, 2017, a state agency and a political subdivision (which includes a county) may not enter a contract with a company for goods and services unless contract contains written verification from the company that: (i) it does not Boycott Israel: and (ii) will not Boycott Israel during the term of the contract. Therefore the included House Bill 89 Verification shall be included within bid package or said bid shall not be considered.

BID AFFIDAVIT

The undersigned certifies that the bid prices contained in been carefully reviewed and are submitted as correct and final. acceptance of this bid will be no more than sixty (60) calendar date of the bid opening.	The period of
STATE OF COUNTY OF	-
BEFORE ME, the undersigned authority, a Notary Public in and	
for the State of, on this day personally appeared	
(name)	, who
after being by me duly sworn, did depose and say:	
"I,	_ am a
(name)	
duly authorized officer of/agent for; (name of firm)	
and have been duly authorized to execute the foregoing	
on behalf of the said (name of firm)	
business prior to the official opening of this bid. Further, I ce bidder is not now, nor has been for the past six (6) months indirectly concerned in any pool or agreement or combination, t price of the goods/services bid on, or to influence any person or or not to bid thereon."	, directly or to control the
Name and address of bidder:	
Telephone #	
by:Title:	
(print name) Signature:	-
SUBSCRIBED AND SWORN to before me by the above-named	
on	
this the day of 20_	·
Notary Public in and for	
the State of	

LIST THREE (3) COMPANIES COMMODITIES/SERVICES HAVE BEEN PRO	OR GOVERNMENTAL AGENCIES WHE	RE THESE
1.		
COMPANY NAME:		
ADDRESS:		
CONTACT PERSON:	_TITLE:	
2. Company name:		
ADDRESS:	TELEPHONE NO.:	
CONTACT PERSON:	_TITLE:	
3. COMPANY NAME:		
ADDRESS:	_TELEPHONE NO:	
CONTACT PERSON:	_TITLE:	

Bidder Shall Sign at all appropriate required areas and Return Pages 1 through 24 of Bid Package and All Documentation Required by the Invitation for Bid.

NO FACSIMILE TRANSMITTALS SHALL BE ACCEPTED.

FUNDING: Funds for payment have been provided through the Fannin County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Fannin County fiscal year shall be subject to budget approval.

COOPERATIVE PURCHASING: Other governmental entities may wish to also participate under this contract (piggyback). Each entity wishing to piggyback must have prior authorization from Fannin County and successful bidder. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring materials. Fannin County shall not be held responsible for any orders placed, deliveries made or payment for materials ordered by these entities. Bidder is requested to state whether they will be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions in the space provided.

LATE BIDS: Bids received in County's Purchasing office after submission deadline shall be returned unopened and will be considered void and unacceptable. Fannin County is not responsible for lateness of mail, carrier, etc. and time/date stamp clock in Purchasing Office shall be the official time of receipt.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF BID: A bid may not be withdrawn or cancelled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid.

SALES TAX: Fannin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the bid price shall not include taxes.

BID AWARD: Fannin County reserves the right to award bid as unit price or lump sum as it deems to be in the best interest of the County.

CONTRACT: This bid, when properly accepted by Fannin County, shall constitute a contract equally binding between the successful bidder and Fannin County. No different or additional terms will become part of this contract with the exception of a Change Order.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by Fannin County Purchasing Agent.

IF DURING the life of the contract, the successful bidder's net prices to other customers for commodities awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Fannin County.

DELIVERY: All delivery and freight charges (FOB Fannin County designated location) are to be included in the bid price.

DELIVERY TIME: Bids shall show number of days required to place commodity(ies) at the County's designated location. Failure to state delivery time may cause bid to be rejected. Successful bidder shall notify the Purchasing Department immediately if delivery schedule cannot be met. If delay is foreseen, successful bidder shall give written notice to the Purchasing Agent. The County has the right to extend delivery time if reason appears valid. Successful bidder must keep the Purchasing Department advised at all times of the status of the order.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitled C, Chapter 171.

ETHICS: The bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Fannin County.

EXCEPTION/SUBSTITUTIONS: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Fannin County Commissioners Court reserves the right to accept any and/or all/none of the exception(s)/substitution(s) deemed to be in the best interest of the County.

DESCRIPTIONS: Any reference to model and/or make/manufacturer used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on commodities of like quality will be considered.

BID MUST COMPLY with all federal, state, county and local laws concerning this type of commodity(ies).

DESIGN, STRENGTH, QUALITY of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

ALL COMMODITIES must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

- 1.) have adequate financial resources, or the ability to obtain such resources as required;
- 2.) be able to comply with the required or proposed delivery schedule;
- 3.) have a satisfactory record of performance;
- 4.) have a satisfactory record of integrity and ethics;
- 5.) be otherwise qualified and eligible to receive an award.

Fannin County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

BIDDER SHALL PROVIDE with this bid response, all documentation required by this IFB. Failure to provide this information may result in rejection of bid.

SUCCESSFUL BIDDER SHALL defend, indemnify and hold harmless Fannin County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against Fannin County growing out of such injury or damages.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery/completion and acceptance of products and/or services ordered or terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Fannin County reserves the right to award cancelled contract to next lowest and best bidder as it deems to be in the best interest of the County.

TERMINATION FOR DEFAULT: Fannin County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Fannin County reserves the right to terminate the contract immediately in the event the successful bidder fails to: 1.) meet delivery or completion schedules, or 2.) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the County to award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

TESTING: Testing may be performed at the request of Fannin County, by an agent so designated, without expense to Fannin County.

PATENTS/COPYRIGHTS: The successful bidder agrees to protect Fannin County from claims involving infringements of patents and/or copyrights.

CONTRACT ADMINISTRATOR: Under this contract, Fannin County may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between the Fannin County Purchasing Department (which has the overall contract administration responsibilities) and the successful bidder.

PACKING SLIPS or other suitable shipping documents shall accompany each shipment and shall show: (a) name and address of successful bidder, (b) name and address of receiving department and/or delivery location, (c) Fannin County Purchase Order number, and (d) descriptive information as to the commodity(ies) delivered, including product code, item number, quantity, number of containers, etc..

INVOICES shall show all information as stated above and shall be mailed directly to the Fannin County Auditor's Office, 101 E. Sam Rayburn, Suite 303, Bonham, Texas 75418.

IN ACCORDANCE with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receipt and acceptance by the County of the merchandise ordered and of a valid invoice. Successful bidder(s) is required to pay subcontractors within ten (10) days after the successful bidder receives payment from the County.

SAMPLES: When requested, samples shall be furnished free of expense to Fannin County.

WARRANTY: Successful bidder shall warrant that all commodities shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful bidder and Fannin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Fannin County, Texas.

ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Fannin County.

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

ANY QUESTIONS concerning this Invitation for Bid and Specifications should be directed to the Purchasing Department at (903) 583-0054, Jill Edwards - Purchasing Agent.

ANY BIDS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED TO THE SENDER UNOPENED. THE FANNIN COUNTY COMMISSIONERS' COURT RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS. EACH BID SUBMITTED MUST BE PROPERLY SIGNED.

THE CONTRACT EFFECTIVE DATES WILL BE FOR ONE FULL YEAR FROM THE DATE OF ACCEPTANCE BY FANNIN COUNTY COMMISSIONERS' COURT UNLESS OTHERWISE NOTED.

PREFERENTIAL REQUIREMENT: The County of Fannin, as a governmental agency of the State of Texas, may not award a contract for general construction, improvements, services or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Article 601g V.T.C.S.). Bidder shall make answer to the following questions by encircling the appropriate response or completing the blank provided:

- 1.) Is your principal place of business in the State of Texas? yes no
- 2.) If the answer to question 1 is "yes", no further information is necessary; if "no", please indicate:
 - a.) in which state your principal place of business is located:
 - b.) if that state favors resident bidders (bidders in your state) by some dollar increment or percentage: yes no
 - c.) if "yes", what is that dollar increment or percentage?

HAVING READ AND UNDERSTOOD THE INSTRUCTIONS, TERMS, CONDITIONS, SPECIFICATIONS AND INVITATION TO BID, WE SUBMIT THE FOLLOWING IN RESPONSE TO FORMAL BID INVITATION AND HEREBY FURTHER AGREE TO PROVIDE TO THE COUNTY ANY AND ALL INVOICES IT MAY REQUIRE FOR PRICING VERIFICATION UNDER THIS CONTRACT:

Any questions concerning this bid are directed to Jill Edwards-Holmes, Fannin County Purchasing Agent at 903-583-0054.

Comments/Exceptions:

Fannin County Commissioners Court reserves the right to reject and/or accept any and all bids

Fannin County reserves the right to reject bids and refuse to contract with person (s) indebted to the County under LGC 262.0276.

Fannin County House Bill 89 Verification

I, _____(Person name), the undersigned

representative of (Company or Business name)

(hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company namedabove, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

- 1. Does not boycott Israel currently; and
- 2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

- "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this the _____ day of ______, 20____, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

Date

HT	HUB Subcontracting Plan (HSP)
	QUICK CHECKLIST
	his HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to te, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.
\rightarrow	If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:
	Section 1 - Respondent and Requisition Information
	Section 2 a Yes, I will be subcontracting portions of the contract.
	Section 2 b List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
	Section 2 c Yes
	Section 4 - Affirmation
	GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
>	If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you <u>do not</u> have a <u>continuous contract</u> in place for more than five (5) years <u>meets or exceeds</u> the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
	Section 1 - Respondent and Requisition Information
	Section 2 a Yes, I will be subcontracting portions of the contract.
	Section 2 b List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors
	and Non-HUB vendors.
	Section 2cNo
	Section 2 d Yes
	Section 4 - Affirmation
	GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2b.
	If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you <u>do not</u> have a <u>continuous contract</u> [*] in place for more than five (5) years <u>does not meet or exceed</u> the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
	Section 1 - Respondent and Requisition Information
	Section 2 a Yes, I will be subcontracting portions of the contract.
	Section 2 b List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors
	and Non-HUB vendors.
	Section2cNo
	Section 2 d No
	Section 4 - Affirmation
	GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
≻	If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment), complete:
	Section 1 - Respondent and Requisition Information
	Section 2 a No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
	Section 3 - Self Performing Justification
	Section 4 - Affirmation

"<u>Continuous Contract</u>: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.284 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders' contracts,
- 32.9 percent for all special trade construction contracts,
- 23.7 percent for professional services contracts,
- 26.0 percent for all other services contracts, and
- 21.1 percent for commodities contracts.

-- Agency Special Instructions/Additional Requirements --

In accordance with 34 TAC §20.285(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent <u>does not</u> have a <u>continuous contract</u>* in place for <u>more than five (5) years</u> shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

a.	Respondent (Company) Name:	-State of Texas VID #:
	Point of Contact:	_Phone #:
	E-mail Address:	Fax #:
b.	Is your company a State of Texas certified HUB? - Yes - No	
c.	Requisition #:	Bid Open Date:
		(mm/dd/vvvv)

Enter your company's name here:

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including contracted staffing, goods and services will be subcontracted. Note: In accordance with 34 TAC §20.282, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b of this SECTION and continue to Item c of this SECTION.)
- No, I will not be subcontracting <u>any</u> portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If No, continue to SECTION 3 and SECTION 4.)
- b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

		HU	HUBs		
Item #	Subcontracting Opportunity Description	Percentage of the contract expected to be subcontracted to HUBs with which you <u>do not</u> have a <u>continuous</u> <u>contract</u> in place for <u>more than five (5)</u> <u>v</u> ears.	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous c</u> ontract [*] in place for <u>more than five (5) v</u> ears.	Percentage of the contract expected to be subcontracted to non-HUBs.	
1		%	%	%	
2		%	%	%	
3		%	%	%	
4		%	%	%	
5		%	%	%	
6		%	%	%	
7		%	%	%	
8		%	%	%	
9		%	%	%	
10		%	%	%	
11		%	%	%	
12		%	%	%	
13		%	%	%	
14		%	%	%	
15		%	%	%	
	Aggregate percentages of the contract expected to be subcontracted:	%	%	%	

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php).

- C- Check the appropriate box (Yes or No) that indicates whether you will be using <u>only</u> Texas certified HUBs to perform <u>all</u> of the subcontracting opportunities you listed in SECTION 2, Item b.
 - Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort Method A (Attachment A)" for <u>each</u> of the subcontracting opportunities you listed.)
 No (If No, continue to Item d, of this SECTION.)
- d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract <u>with Texas certified HUBs</u> with which you <u>do not</u> have a <u>continuous contract</u>^{*} in place with for <u>more than five (5) years</u>, <u>meets or exceeds</u> the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."
 - Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
 - No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

*<u>Continuous Contract</u>: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Requisition #:

Requisition #:

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

		HL	Non-HUBs	
Item #	Subcontracting Opportunity Description	Percentage of the contract expected to be subcontracted to HUBs with which you <u>do not</u> have a <u>continuous c</u> ontract [*] in place for <u>more than five (5) v</u> ears.	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous c</u> ontract* in place for <u>more than five (5) y</u> ears.	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	%	%	%

*<u>Continuous Contract</u>: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here:

Requisition #:

SECTION 3: SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below explain how your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

SECTION 4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract <u>no later than ten (10) working days after the contract is a</u>warded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services
 are being performed and must provide documentation regarding staffing and other resources.

Signature	Printed Name	Title	Date (mm/dd/yyyy)
Reminder:			(Tinh/du/yyyy)

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort Method A (Attachment A)" for <u>each of</u> the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

Rev. 2/17

Requisition #:

Enter your company's name here:_

IMPORTANT: If you responded "Yes" to **SECTION 2, Items c** or **d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for <u>each</u> of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-qfe-achm-a.pdf

SECTION A-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____Description: _

SECTION A-2: SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
	🗋 - Yes 🔤 🔤 No		\$	%
	🗌 - Yes 🛛 🗋 - No		\$	%
	🗋- Yes 🔤 🗋- No		\$	%
	🗋 - Yes 🔤 - No		\$	%
	🗆 - Yes 🛛 - No		\$	%
	□ _{- Yes} □ _{- No}		\$	%
	🗆 - Yes 🛛 - No		\$	%
	🛛 - Yes 🛛 - No		\$	%
	□ _{- Yes} □- No		\$	%
	🗆 - Yes 🛛 - No		\$	%
	🗆 - Yes 🛛 - No		\$	%
	🗆 - Yes 🛛 - No		\$	%
	🗆 - Yes 🛛 🗠 No		\$	%
	🗆 - Yes 🛛 🗛 No		\$	%
	🗆 - Yes 🛛 - No		\$	%
	🗆 - Yes 🛛 🗛 No		\$	%
	🗆 - Yes 🛛 - No		\$	%
	🗌 - Yes 🛛 📑 No		\$	%
	🗌 - Yes 🛛 🗋 - No		\$	%
	🗌 - Yes 🛛 🗍 No		\$	%
	🗌 - Yes 🛛 🗌 - No		\$	%
	🗌 - Yes 🛛 🗌 - No		\$	%
	🗌 - Yes 🛛 🗋 - No		\$	%

REMINDER: As specified in SECTION 4 of the completed HSP form, <u>if you (respondent) are awarded any portion of the requisition</u>, you are required to provide notice as soon as practical to <u>all</u> the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract <u>no later than ten (10) working days</u> after the contract is awarded.

Enter your company's name here:

Requisition #:

IMPORTANT: If you responded "**No**" to **SECTION 2, Items c** and **d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort -Method B (Attachment B)" for <u>each</u> of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <u>https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf</u>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____Description: _

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that <u>specific</u> portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If Yes, continue to SECTION B-4.)

- No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you <u>MUST</u> comply with items <u>a</u>, <u>b</u>, <u>c</u> and <u>d</u>, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs <u>and</u> trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <u>https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf</u>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "A" signifies that the company is a Texas certified HUB.
- b. List the <u>three (3)</u> Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?	
			□ ^{- Yes}	□ ^{- No}
			🗌 - Yes	□- No
			□ ^{- Yes}	□- No

- C- Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php.
- d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		🗌 - Yes 🛛 🗌 - No
		🗌 - Yes 🛛 🗌 - No

Enter your company's name here:

Requisition #:

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2**, Item b, of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: _____ Description:

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
	□- Yes □- No		\$	%
	□ - Yes □ - No		\$	%
	□ - Yes □ - No		\$	%
	□- Yes □- No		\$	%
	🛛 - Yes 🔤 - No		\$	%
	🛛 - Yes 🔤 - No		\$	%
	🛛 - Yes 🔤 - No		\$	%
	🛛 - Yes 🔤 - No		\$	%
	🗗 Yes 🛛 - No		\$	%
	□- Yes □ - No		\$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is <u>not</u> a Texas certified HUB, provide <u>written</u> justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, <u>if you (respondent) are awarded any portion of the requisition</u>, you are required to provide notice as soon as practical to <u>all</u> the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract <u>no later than ten (10) working days</u> after the contract is awarded.



In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.285 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code §20.282(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

SECTION A: PRIME CONTRACTOR'S INFORMATION	N				
Company	Name:	State of Texas VID #:			
Point-of-Contact:		Phone #:_			
E-mail Address:		Fax #:			
SECTION B: CONTRACTING STATE AGENCY AND R	REQUISITION INFORMATION				
Agency Name:					
Point-of-Contact:		Phone #:			
Requisition #·		Bid Open Date:			
			(mm/dd/yyyy)		
SECTION C: SUBCONTRACTING OPPORTUNITY RE	SPONSE DUE DATE, DESCRIPTION, REC	QUIREMENTS AND RELATED	INFORMATION		
1. Potential Subcontractor's Bid Response Due Date:					
If you would like for our company to conside	er your company's bid for the subcontracting o	opportunity identified below in Iter	n 2,		
we must receive your bid response n	o later thanon				
·	Central Time	Date (mm/dd/yyyy)			
In accordance with 34 TAC §20.285, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.282(19)(C). (A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)					
2. Subcontracting Opportunity Scope of Work:					
3. Required Qualifications:			- Not Applicable		
4. Bonding/Insurance Requirements:			- Not Applicable		
5. Location to review plans/specifications:			- Not Applicable		

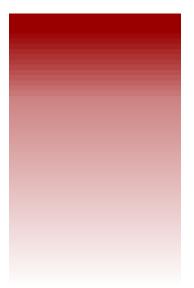


Industrial Hygiene and Safety Technology, Inc.

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http://www.ihst.com

Leaders in Quality, Service and Innovation



SPECIFICATIONS FOR ASBESTOS ABATEMENT

Prepared for: Fannin County Purchasing 101 East Sam Rayburn Drive, Suite 304 Bonham, Texas 75418

> *Project:* Fannin County Courthouse 101 East Sam Rayburn Drive Bonham, Texas 75418

DATE: October 31, 2017

Specifications Prepared by:

Group K. Brimlith

Tracy K. Bramlett, CIH, CSP TDSHS LICENSE #10-5040 Expiration: 12/31/17

Prepared by: Industrial Hygiene & Safety Technology, Inc. 2235 Keller Way Carrollton, Texas 75006 972-478-7415

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Appendix A: Attachments Appendix B: Specification Drawings

PART 1 - GENERAL SECTION, ASBESTOS REMOVAL SPECIFICATIONS

1.1. SUMMARY OF THE WORK

1.1.1. CONTRACT DOCUMENTS AND RELATED REQUIREMENTS:

General provisions of the contract, including general and supplementary conditions, apply to the work of this section. The contract documents show the work of the contract and related requirements and conditions impacting the project. Related requirements and conditions include applicable codes and regulations, notices and permits, existing site conditions and restrictions on use of the site, requirements for partial owner occupancy during work, coordination with other work and phasing of work. Whenever there is a conflict or overlap of the above references, the more stringent provisions apply.

1.1.2. EXTENT OF WORK:

A brief summary of the extent of the work and non-binding to the contract documents is as follows:

Removal and disposal of asbestos-containing materials (ACM) and asbestos-contaminated elements (ACE) utilizing wet methods within full, negative-pressure containments equipped with HEPA ventilation from specified areas of the buildings. The following asbestos- containing materials (ACM) will be removed at the property where applicable.

Base Bid		
2'x 4' Lay-in Ceiling Tile	1 st & 3 rd Floors	19,014 SF
9"x 9" Floor Tile w/ Black Mastic	1 st , 2 nd , & 3 rd Floors plus Basement	31,649 SF
Joint Compound on Sheetrock	1 st , 2 nd , & 3 rd Floors plus Basement	6,250 SF
Transite Pipe	3 rd Floor Mechanical Room	20 LF

The Work Area will be inclusive of the locations and the quantities noted above, in the attached drawings, and as directed by a representative of IHST. The Work may be broken down into multiple Work Areas at the discretion of the Contractor. However, the Contractor will receive no additional time to perform the work on the basis of having multiple Work Areas and associated Cleaning Sequences.

The Contractor will be responsible for the removal and disposal of the asbestos-containing material and asbestos-contaminated materials in accordance with Texas Department of State Health Services (TDSHS), OSHA 29 CFR 1926.1101, Asbestos Hazard Emergency Response Act (AHERA) 40 CFR Part 763, and the National Emission Standards for Hazardous Air Pollutants (NESHAP) Regulations 40 CFR Part 61.

The CONTRACTOR shall be responsible for verifying existing site conditions and determining the quantity of ACM delineated for removal prior to abatement described in these specifications and associated drawings.

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1.1.3. TASKS:

The work, located at the facility, is summarized briefly as follows:

The **PROJECT** requires the removal of the materials outlined in Section 1.1.2. The asbestos abatement will be performed in accordance with these specifications and procedures as outlined.

Asbestos Removal within full Containment: The Contractor will use wet methods for all removal operations. The Contractor is responsible for prompt clean-up and disposal of waste and debris contaminated with asbestos in leak tight containers. The Contractor will conduct a wet decontamination of equipment and tools before final clearance sampling in the work area.

The Contractor will use the existing interior walls and ceiling decks in the buildings to provide structural support for an asbestos containment work area provided the containment remains sound and is not in danger of collapse. The Contractor should make every effort not to damage the interior walls of the building during the project.

The Contractor will establish critical barriers over all openings into the work area. ACM debris should be adequately wetted prior to establishing perimeter critical barriers. Contractor will furnish all water and electricity for the project.

The Contractor will remove the asbestos-containing material from the work area.

The full containment design must be structurally sound so that it will not collapse under negative pressure and work conditions. A structurally unsound containment design will not be accepted. The full containment design will consist of one (1) layer of 6-mil polyethylene sheeting for all critical barriers, floors and walls.

Two layers of polyethylene sheeting will be required on walls and floors not affected by the abatement. Polyethylene sheeting shall meet the requirements in accordance with current TDSHS rules. The Contractor must establish negative air into the containment and maintain a pressure differential of -0.02 inches of water as indicated by a working manometer. If the required negative air filtration can be achieved for the floor tile removal a 4 foot splash guard may be used in lieu of a full containment.

After the ACM has been removed and the work area cleaned, a detailed visual clearance inspection will be conducted to determine if ACM or asbestos-contaminated elements (ACE) remain prior to final clearance and work completion. OSHA personnel and area monitoring will be conducted with analysis by (PCM). Final air clearance sampling will be conducted utilizing PCM.

Respiratory protection will require full-face powered air-purifying respirators (PAPR) with NIOSH-approved P-100 (HEPA) cartridges during removal.

The CONTRACTOR is responsible to verify site conditions and estimated quantities of ACM to be removed.

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1.1.4. CONTRACTORS USE OF PREMISES:

Cooperate fully with the Owner's Representative to minimize conflicts and to facilitate Owner's safe and smooth usage of buildings. Perform the work in accordance with specifications, drawings, and phasing plan.

Use existing facilities in building strictly within the limits shown in contract documents and the approved pre-abatement plan of action. Several of the structures have asbestos containing materials in the flashing around roof penetrations. The Contractor will not be required to remove the flashing on the structures.

1.2. DIFFERING SITE CONDITIONS:

The quantities and location of ACM indicated on the drawings and the extent of work included in this section are only best estimates which can be limited by the physical constraints imposed by structural enclosures or by occupancy of the building. The CONTRACTOR is responsible to verify site conditions and estimated quantities of ACM to be removed and determining the quantity of ACM delineated for removal prior to abatement described in these specifications and associated drawings. The Contractor by placing a bid for this project agrees with all quantity estimates and there bid reflects there price to remove all of the material at all of the structures as identified in these specifications.

1.3. STOP ASBESTOS REMOVAL:

If the Owner's Representative presents a written Stop Asbestos Removal Order, immediately stop all asbestos removal and initiate fiber reduction activities. Do not resume asbestos removal until authorized *in writing* by Owner's Representative. A Stop Asbestos Removal Order will be issued at any time the Owner or Owner's Representative determines abatement conditions are not within specifications requirements.

Stoppage will continue until conditions have been corrected. Standby time and cost required for corrective action is at Contractor's expense. The occurrence of the following events will be reported in writing to the Owner's Representative and will require the Contractor to automatically stop asbestos removal and initiate fiber reduction activities:

- A. Excessive airborne fibers outside containment area (0.01 f/cc or greater).
- B. Break in containment barriers.
- C. Loss of negative air pressure (at or above 0.01 inches of water)
- D. Serious injury within the containment area.
- E. Fire and safety emergency
- F. Respiratory system failure.
- G. Power failure.
- H. Excessive airborne fibers inside containment area (0.1 f/cc or greater when wet methods are employed).

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1.4. CODES AND REGULATIONS:

1.4.1. 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.

1.4.2. CONTRACTOR RESPONSIBILITY:

The Asbestos Abatement Contractor will assume full responsibility and liability for the compliance with all applicable federal, state, and local regulations pertaining to work practices, hauling and disposal of ACM and ACE, and protection of workers, visitors to the site, and persons occupying areas adjacent to the site. Contractor is responsible for providing medical examinations and maintaining medical records of personnel as required by the applicable federal, state, and local regulations. Contractor will hold the Owner and Consultants harmless for failure to comply with any applicable work, hauling, disposal, safety, health or other on the part of himself, his employees, or his subcontractors. Contractor incurs all costs to comply with OSHA regulations.

The Abatement Contractor will determine the applicability of any process patents he/she may be employing and be responsible for paying any fees, royalties or licenses that may be required for the use of patented processes.

1.4.3. STATE REQUIREMENTS:

State requirements which govern asbestos abatement work or hauling and disposal of asbestos waste materials include but are not limited to the following:

Texas Department of State Health Services, Texas Asbestos Health Protection Act, as amended, Chapter 1954, Texas Occupations Code, effective June 1, 2003, formerly Texas Civil Statutes, Article 4477-3a.

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1.4.4. LOCAL REQUIREMENTS:

The Contractor is responsible to comply with all applicable local requirements regarding asbestos abatement activities.

1.4.5. NOTICES:

STATE OF TEXAS, TEXAS DEPARTMENT OF STATE HEALTH SERVICES

Send Written Notification as required by the State of Texas, Texas Asbestos Health Protection Act, as amended, Chapter 1954, Texas Occupations Code, effective June 1, 2003, formerly Texas Civil Statutes, Article 4477-3a. Send at least 10 working days prior to asbestos abatement activities to the following address:

Texas Department of State Health Services Toxic Substances Control Division Asbestos Programs Branch P.O. Box 143538 Austin, Texas 78714-3538 512-834-6600 or 1-800-572-5548

The notifications must be completely filled out. In the event that a section is not applicable to the project, the section must be marked as not applicable.

Copies of the Texas Department of State Health Services and other notifications will be submitted to the Owner for the facility's records in the same time frame that notification is given to EPA, state, and local authorities. In the event of a change in the starting date the Contractor will notify regulatory agencies in accordance with the Texas Department of State Health Services (Texas Civil Statutes, Article 4477-3a, Section 12) asbestos regulations.

1.4.6. PERMITS:

The Contractor will be responsible for any permits.

1.4.7. LICENSES:

Maintain current licenses as required by the Texas Department of State Health Services Rules as adopted under Texas Civil Statutes, Article 4477-3a, Section 12 for the removal, transporting, disposal or other regulated activity relative to the work of this contract.

1.4.8. POSTING AND FILING OF REGULATIONS:

Maintain two (2) copies of applicable federal, state and location regulations. Post one copy of each at the job site where workers will have ready, easy and daily exposure to the text. Keep on file in Contractor's office one copy of each.

1.5. PROJECT COORDINATION:

Minimum administrative and supervisory requirements necessary for coordination of work on the project are personnel, contingency arrangements and security.

1.5.1. PERSONNEL:

Administrative and Supervisory Personnel: will consist of a qualified general superintendent, and appropriate number of qualified or competent foremen to complete abatement within contract time.

Non-Supervisory Personnel: An adequate number of qualified personnel will be able to meet the schedule requirements of the project.

1.6. RESPIRATORY PROTECTION:

1.6.1. GENERAL:

Provide respiratory protection in accordance with these specifications, the OSHA regulations 29 CFR 1910.1001, 29 CFR 1910.134 and 29 CFR 1926.1101, EPA regulations 40 CFR 763.120, 121, ANSI standards Z88.2-1980, CGS Pamphlet G-7 and specification G-7.1, the NIOSH and

MSHA standards and the Texas Department of State Health Services Protection Rules. In case of conflict, the most stringent requirements are applicable for this project.

1.6.2. RESPIRATORS FOR ABATEMENT OPERATIONS:

Where a person is or could reasonably be expected to be exposed during abatement operations to airborne asbestos above 0.1 f/cc or where ACM debris is visible, the following maximum level of respiratory protection is required:

If it is reasonably anticipated that fiber counts generated during abatement will not exceed the protection factor of a half-face respirator, and this can be verified by on-site fiber counts, a half-face respirator may be used. If verification cannot be made, a full face PAPR must be used. PAPR must be used for friable surfacing or thermal system insulation removal until fiber counts are confirmed consistently below the PEL and STEL.

Head coverings: PAPR respirators will be equipped with full facepieces. Full facepieces will be worn with either a bonnet-type disposable head cover/hood or with a full head cover/hood which is part of a fully encapsulating protective garment. Respirator straps will be located under the hoods. This allows removal of the head covering prior to showering without disturbing the respirator (which is worn into the shower).

Exemptions from maximum respiratory protection during abatement operations: When the abatement contractor has demonstrated to the Owner's satisfaction that levels of airborne asbestos fibers in the work area are consistently below 0.1 f/cc, a full facepiece or half face respirator with HEPA cartridges may be used. The Certified Industrial Hygienist will determine if a lesser form of respiratory protection may be used.

1.7. WORKER PROTECTION:

1.7.1. TRAINING PRIOR TO ENGAGING IN ABATEMENT WORK:

Train workers in accordance with OSHA 29 CFR 1926.1101 and the Texas Asbestos Health Protection Rules and this section. Workers will be trained and be knowledgeable on the following topics: Methods of recognizing ACM; health effects of asbestos exposure; effects of smoking and asbestos exposure; activities that could result in hazardous exposures; protective controls, practices and procedures to minimize exposure including engineering controls, work practices, respirators, housekeeping procedures, hygiene facilities, protective clothing, decontamination procedures, emergency procedures and waste transportation and disposal; review OSHA 29 CFR 1910.134 for respirators; medical surveillance program; review OSHA 29 CFR 1926.1101, and for air monitoring, personnel and area; review this section of the project specifications.

1.7.2. MEDICAL EXAMINATIONS:

Provide medical examinations for all workers and any other employee entering the work area per OSHA 29 CFR 1926.1101 regardless of exposure levels.

1.7.3. PROTECTIVE CLOTHING:

Provide boots, safety glasses and gloves for all workers. Equipment will meet OSHA requirements for personal protection. Provide all persons entering the work area with disposable full body coveralls, disposable head covers and rubber boots.

1.7.4. ENTERING AND EXITING PROCEDURES:

Provide worker protection per most stringent applicable requirements. Provide as a minimum the following:

Ensure that each time workers enter the work area, they remove all street clothes in the changing room of the personnel decontamination unit and put on new disposable coveralls, new head covers, and clean respirators, then proceed through shower room to equipment room, and put on work boots.

1.7.5. DECONTAMINATION PROCEDURES:

Require all workers to adhere to the following personal decontamination procedures whenever they leave the work area of a full decontamination unit:

Three-stage Wet Decontamination:

Require that all workers use the following decontamination procedure as a minimum requirement whenever leaving the work area:

- 1. When exiting work area, remove disposable coveralls, and all other clothes disposable head covers, and disposable footwear covers or boots in the equipment room.
- Still wearing respirators, and completely naked proceed to showers. Showering is mandatory. Care must be taken to follow reasonable procedures in removing the respirator to avoid asbestos fibers while showering. The following procedure is required as a minimum:
 - a. Thoroughly wet body including hair and face. If using a Powered Air-Purifying Respirator (PAPR) hold blower unit above head to keep canisters dry.
 - b. With respirator still in place thoroughly wash body, hair, respirator face piece, and all parts of the respirator except the blower unit and battery pack on a PAPR. Pay particular attention to clean seal between face and respirator and under straps.
 - c. Take a deep breath, hold it and/or exhale slowly, completely wet hair, face, and respirator. While still holding breath, remove respirator and hold it away from face before starting to breath.
- 3. Carefully wash facepiece of respirator inside and out. If using PAPR, shut down in the following sequence, first cap inlets to filter cartridges, then turn off blower unit (this sequence will help keep debris which has collected on the inlet side of filter from dislodging and contaminating the outside of the unit). Thoroughly wash blower unit and hoses. Carefully wash battery pack with wet rag. Be extremely cautions of getting water in battery pack as this will short out and destroy battery.
- 4. Shower completely with soap and water. Rinse thoroughly.
- 5. Rinse shower room walls and floor prior to exit.
- 6. Proceed from shower to Changing Room and change into street clothes or into new disposable work items.

Air Purifying-Negative Pressure Respirators:

Require that all workers use the following decontamination procedure as a minimum requirement whenever leaving the work area with a full face cartridge type respirator:

- 1. When exiting area, remove disposable coveralls, and all other clothes disposable headcovers, and disposable footwear covers or boots in the equipment room.
- Still wearing respirators and completely naked, proceed to showers. Showering is mandatory. Care must be taken to follow reasonable procedures in removing the respirator and filters to avoid asbestos filters while showering. The following procedure is required as a minimum:
 - a. Thoroughly wet body from neck down.

Wet hair as thoroughly as possible without wetting the respirator filter if using an air purifying type respirator.

- b. Take a deep breath, hold it and/or exhale slowly, complete wetting of hair, thoroughly wetting face, respirator and filter (air purifying respirator). While still holding breath, remove respirator and hold it away from face before starting to breath.
- 3. Dispose of wet filters from air purifying respirator.
- 4. Carefully wash facepiece of respirator inside and out.
- 5. Shower completely with soap and water. Rinse thoroughly.
- 6. Rinse shower room walls and floor prior to exit.
- 7. Proceed from shower to Changing Room and change into street clothes or into new disposable work items.

1.7.6. LIMITATIONS WITHIN WORK AREA:

Ensure that workers do not eat, drink, smoke, chew gum or tobacco, or in any way break the protection of the respiratory protection system in the work area.

1.8. DECONTAMINATION FACILITIES:

1.8.1. DESCRIPTION:

Provide each work area with separate personnel decontamination facility (PDF) and equipment decontamination facility (EDF). Ensure that the PDF is the only means of ingress and egress for the work area and that all equipment, bagged waste material and other material exit the work area only through the EDF or the PDF.

1.8.2. GENERAL REQUIREMENTS:

All persons entering and exiting the work area will follow the entry and exit procedures required by the applicable regulations and these specifications. Process all equipment and material exiting the work area through the EDF or PDF and decontaminate as required by the specifications. Construct walls and ceilings of PDF and EDF airtight with at least 6 mil polyethylene sheeting and attach to existing building components or to a temporary framework. The EDF and PDF may be combined if the size of the work area will not permit both.

Use a minimum of two layers of 6-mil opaque polyethylene to cover floor under PDF. Construct doors from overlapping polyethylene sheets so that they overlap adjacent surfaces. Weight sheets at bottom so that they quickly close after release. Put arrows on sheets showing direction of overlap and travel.

1.8.3. TEMPORARY UTILITIES TO PDF AND EDF:

Provide temporary water service connection to the PDF and the EDF. Provide backflow protection at the point of connection to the Owner's system.

Water supply must be properly pressured and temperature balanced at shower discharge. Provide adequate temporary electric power with ground fault protection and overhead wiring throughout the PDF and the EDF. Provide a sub-panel for all temporary power in changing room.

Provide adequate lighting to reach 50 foot candles throughout PDF and EDF.

Provide temporary heat to maintain 70°F throughout the PDF and EDF except that the shower of the PDF will be maintained at 75°F.

1.8.4. DECONTAMINATION FACILITIES (DF):

Provide a PDF consisting of serial arrangement of clean room, showers room and equipment room. Provide adequately sized DF to accommodate the number of employees scheduled for the project. The center chamber of the three chamber DF will be fitted with as many portable walk through shower stalls as necessary so that all employees will be able to go through the entire decontamination procedure within 15 minutes. Construct DF of opaque or colored polyethylene for privacy. Construct DF so that it will not allow for parallel routes of exit without showering.

1.9. NEGATIVE PRESSURE FILTRATION SYSTEMS:

The Asbestos Abatement Contractor will provide enough HEPA-filtered negative air units to completely exchange the work air four (4) times per hour. Contractor will demonstrate the number of units needed per work area for 4 room air changes by calculating the volume flow rate (cfm) delivered by each unit under 2" pressure drop across filters. Provide at least one standby unit in the event of a machine failure or emergency such as contamination in surrounding non-work area. When a pressure differential system is selected provide enough HEPA filtration units to filter and recirculate the air in the work area at a rate of four (4) room air changes per hour.

1.9.2. PRESSURE DIFFERENTIAL:

Provide a fully operational negative air system within the work area continuously maintaining a pressure differential across work area enclosures of -0.02 inches of water. Demonstrate to the Owner's Representative the pressure differential by use of a pressure differential meter or a manometer, before disturbance of any asbestos containing materials. This pressure differential will be used for either negative air system or pressure differential system.

1.9.3. MONITORING:

Continuously monitor and record the pressure differential between the work area and the building outside of the work area with a monitoring device incorporating a strip chart recorder. Make the strip chart record part of the project log.

1.9.4. TESTING THE SYSTEM:

Test negative-pressure system before any ACM is wetted or removed. After the work area has been prepared, the decontamination facility set up, and the exhaust unit(s) installed, start the

unit(s) (one at a time). Demonstrate operation and testing of negative-pressure system to the Owner's Representative.

1.9.5. DEMONSTRATION OF NEGATIVE AIR SYSTEM OPERATION:

Demonstrate the operation of the negative-pressure system to the Owner's Representative to include, but not be limited to, the following:

- 1. Demonstrate pressure differential system will maintain -0.02" of water.
- 2. Emergency shutoff will operate in case of fire.

1.9.6. USE OF SYSTEM DURING ABATEMENT OPERATIONS:

Start exhaust units before beginning work (before any ACM is disturbed). After abatement work has begun, run units continuously to maintain a constant negative-pressure until decontamination of the work area is complete. Do not turn off units at the end of the work shift or when abatement operations temporarily stop.

Do not shut down negative air system during abatement operations procedures, unless authorized by the Owner's Representative *in writing*. The systems may be shut down daily if air monitoring in the containment shows airborne levels of less than 0.01 fibers/cc.

Start abatement work at a location farthest from the exhaust units and proceed toward them. If an electric power failure occurs, immediately stop all removal work and do not resume until power is restored and all exhaust units are operating again.

At completion of abatement work, allow exhaust units to run as specified under this section, to remove airborne fibers that may have been generated during abatement work and cleanup and to purge the work area with clean makeup air. Units may be required to run after decontamination, if dry or only partially wetted asbestos material was encountered during any abatement work.

1.9.7. DISMANTLING THE SYSTEM:

When a final inspection and the results of the final air tests indicate that the area has been decontaminated, exhaust units may be removed from the work area. Before removal from the work area, remove and properly dispose of pre-filters, and seal intake to the machine with 6-mil polyethylene to prevent environmental contamination from the pre-filters.

1.10. CONTAINMENT BARRIERS AND COVERINGS OF WORK AREA:

1.10.1. GENERAL:

Seal off perimeter of work area to completely isolate abatement areas and to contain all airborne asbestos contamination created by abatement work. Cover all surfaces of the work area to protect them from cross contamination, to facilitate more efficient cleanup, and to protect the finishes from the asbestos abatement work. Should the area beyond the seal off limits become contaminated as a consequence of the work, clean those areas in accordance with procedures described in this section at no additional cost.

1.10.2. PREPARATION PRIOR TO SEALING OFF:

Place all tools, staging, etc. necessary for the work in the area to be isolated prior to erection of temporary plastic sheeting enclosure. Disable ventilating systems or any other system bringing air into or out of the work area. Disable system utilizing positive means that will prevent accidental premature restarting of equipment, i.e., disconnecting wires, removing circuit breakers, lockable switch, etc.

1.10.3. CONTROL ACCESS TO WORK AREA:

Permit access to the work area only through the DF. All other means of access will be closed off and sealed and warning signs displayed on the clean side of the sealed access. Where the work area is immediately adjacent to or within view of occupied areas, provide a visual barrier of opaque polyethylene sheeting at least 6-mil in thickness so that the work procedures are not visible to building occupants. Where the area adjacent to the work area is accessible to the public, construct a barrier of plywood or other suitable material at least eight feet (8') in height that is able to withstand the negative pressure as specified.

Post warning signs at each visual and physical barrier per OSHA requirements. Alternate method of containing the work area or different definition of the limits of seal-off from the one shown on the drawings may be submitted to the Owner's Representative for approval in accordance with this section. Do not proceed with any such alternatives without prior written approval by the Owner's.

1.10.4. CRITICAL BARRIERS:

Completely separate the work area from other portions of the building, and the outside by sheet polyethylene barriers at least 6 mil in thickness and sealing with duct tape. Individually seal all ventilation openings (supply and exhaust), lighting fixtures, doorways, windows, and other openings into the work area with duct tape alone and with polyethylene sheeting at least 6-mil in thickness, taped securely in place with duct tape. Maintain seal until all work including project decontamination is completed. Take care in sealing off lighting fixtures to avoid melting or burning of sheeting. Provide sheet plastic barriers at least 6-mil in thickness as required to completely seal openings from the work area into adjacent areas. Seal the perimeter of all sheet plastic barriers with duct tape or spray cement.

1.10.5. PRIMARY BARRIERS:

The primary barrier of the full containment walls will consist of a minimum of Primary barriers for full containment shall consist of two (2) layers of minimum 4-mil polyethylene sheeting for the walls securely anchored from the floors to the ceiling. The containment for the removal of the linoleum flooring will require a minimum 4-mil polyethylene sheeting for the ceiling. Polyethylene sheeting shall meet ASTM requirements in accordance with TDSHS regulations. Visible openings observed along the perimeter walls and the ceiling shall be completely sealed polyethylene sheeting and the wall corners of the containment should be attached with an overlap of at least twelve inches. The primary barrier construction should form an airtight, impermeable, permanent barrier around the ACM and ACM debris to contain the release of asbestos fibers into the air.

1.10.6. EXTENSION OF WORK AREA:

If the enclosure barrier is breached in any manner that could allow the passage of asbestos debris or airborne fibers, then where possible, add affected area to the work area. Enclose it as required by this Section of the specification and decontaminate it as described elsewhere in this section. If contaminated area cannot be added to work area, decontamination measures will start immediately after contamination is discovered and work will stop in work area. Decontamination procedures will continue until exposure returns to background levels.

1.10.7. SECONDARY BARRIERS:

Secondary barriers should be established in areas to separate any non-related work activity from the abatement containment to prevent dust or debris from potentially contaminating fresh air (make-up air) into the containment or regulated asbestos removal area.

1.11. MONITORING, INSPECTION AND TESTING:

1.11.1. GENERAL:

Perform throughout abatement work monitoring, inspection and testing inside the work area in accordance with OSHA requirements and these specifications. I.H. Technician will continuously inspect and monitor conditions inside the work area to ensure compliance with these specifications. In addition, the I.H. will personally manage air sample collection, analysis and evaluation for personnel and work area samples to satisfy OSHA requirements. Additional inspection and testing requirements are specified in other parts of this section.

The Owner will employ a Certified Industrial Hygienist (C.I.H.) representative to perform various services on behalf of the Owner. The C.I.H. representative or representative under the direction of a C.I.H. will perform the necessary monitoring, inspection, testing and other support services to ensure that the Owner, employees and visitors will not be adversely impacted by the abatement worked, and that the abatement work proceeds in accordance with these specifications, that the abated areas or abated buildings have been successfully decontaminated. The work of the C.I.H. representative in no way relieves the abatement Contractor from his responsibility to perform his work in accordance with contract documents, to perform other such services as specified in this section. The cost of the CIH representative and his services will be born by the Owner except for repeated final inspection and testing that may be required due to unsatisfactory initial results. These repeated final inspections and testing, if required, will be paid for by the Contractor.

The Asbestos Abatement Contractor may request confirmation of above results. This request must be in writing and submitted to the Owner's Representative. Cost for the confirmation of results will be born by the Contractor for both the collection and analysis of samples and for the time delay that may result for this confirmation. Confirmation sampling and analysis will be the responsibility of the Contractor with review and approval by the C.I.H.

1.11.2. OUTLINE SCOPE OF SERVICES OF THE OWNER'S CONSULTANT:

The purpose of the work of the Owner's Representative is to: assure quality, resolve problems, and prevent the spread of contamination beyond the work area. In addition, the consultants

work include performance of final inspection and testing to determine whether a space or a building has been adequately decontaminated. All air monitoring is to be done utilizing PCM sampling procedures with final clearance to be performed by TEM. The Owner's Representative will perform the following tasks:

- TASK 1: Establish background levels before abatement work will start. This will include taking background samples (at least 3) and retaining samples for possible TEM analysis.
- TASK 2: Perform continuous air monitoring, inspection and testing outside the work area during actual abatement work area. In addition, the Owner's Representative will be required to detect any faults in the work area isolation and any adverse impact of surroundings from work area activities.
- TASK 3: Perform unannounced site visits to spot check overall compliance of work with contract documents. These visits may include any inspection, monitoring and testing inside and outside the work area and all aspects of operation except personnel monitoring.
- TASK 4: Provide support to the Owner such as evaluation of submittals from the abatement contractor, resolution of unforeseen developments in abatement work, etc.
- TASK 5: Perform final inspection and testing of a decontaminated area or building at the conclusion of the abatement and cleanup work to certify compliance with Owner's decontamination standards.
- TASK 6: Issue certificate of decontamination for each area or building and a final project report.
- TASK 7: The Owner's Representative will have authority to require building materials to be removed and disposed of as ACM waste where visible ACM debris is present.

All data, inspection results and testing results generated by the Owner's Representative will be available to the Contractor for information and consideration. Contractor will provide cooperation and support to the Owner's Representative for efficient and smooth performance of their work.

Monitoring and inspection results of the Owner's Representative will be used by the Owner to issue any Stop Asbestos Removal Orders to the contractor during abatement work and to accept or reject an area or a building as decontaminated. The Owner's Representative will make available to the Contractor the plan for sample collection and analysis for continuous monitoring outside the work areas and the plan of final inspection and testing for each space or building prior to executing each plan. Plan will include location for samples, name and qualification of person taking samples, whether on site analysis and/or lab analysis will be utilized, methodology of analysis, lab information and qualifications of on-site analyst.

1.11.3. MONITORING, INSPECTION AND TESTING BY ABATEMENT CONTRACTOR:

The Contractor is responsible for managing all monitoring, inspection and testing required by these specifications and the OSHA requirements.

The analytical laboratory that will be used by the Contractor to analyze the samples will be AIHA P.A.T. Accredited and Texas Department of State Health Services Licensed. Keep a daily log of personnel samples taken and analyzed and make log available to the Owner's Representa-

tive. Log will contain information on the persons sampled, the date of sample collection the time of sample start and finish, flow rate, sample volume and fibers/cc. Take and analyze personnel samples for at least 25% of the workers in each shift, but not less than two where active abatement takes place.

1.11.4. ANALYSIS:

Bulk samples (if required) will be analyzed at a laboratory that is Accredited by the National Voluntary Laboratory Accreditation Program (NVLAP). Proof of accreditation must be submitted prior to the project start date. Polarized light microscopy will be used to analyze bulk samples.

Air samples will be analyzed by an individual participating in the American Industrial Hygiene Association's (AIHA) Proficiency Analytical Testing Program.

In addition to the continuous monitoring required, the Owner's Representative will perform inspection and testing at the final stages of abatement for each work area or building as specified elsewhere in this section.

1.12.5. SUBMITTALS AT COMPLETION OF ABATEMENT:

The Contractor will submit a final project report consisting of the daily log book and the documentation of events during abatement including the original disposal manifests signed by the operator of licensed landfill. The project report will include a certificate of completion, dated and signed by the Contractor. All certificates and original disposal manifests are due to the Owner's Representative office within 30 (thirty) days after completion of abatement work.

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PART 2 - EXECUTION

2.1. PRE-ABATEMENT ACTIVITIES:

2.1.1. PRE-ABATEMENT MEETING:

The Owner's Representative, upon receipt, review and substantial approval of all pre-abatement submittals and upon verification that all material and equipment required for the project are on site, will arrange for a pre-abatement meeting between the Asbestos Abatement Contractor, superintendent and foremen and the Owner's Representatives. The purpose of the meeting is discuss any aspects of the submittals needing clarification or amplification and to discuss any aspects of the project execution and the sequence of operations.

The Asbestos Abatement Contractor and his employees will be prepared to provide any supplemental evidence and information to the Owner's Representative pertaining to any aspects of the submittals or the materials and equipment. No abatement work of any kind described in the following provisions of these specifications will be initiated prior to the pre-abatement meeting.

2.1.2. PRE-ABATEMENT INSPECTION AND PREPARATIONS:

Before any work begins on the containment barriers, the contractor will:

- 1. Conduct a space-by-space inspection with an authorized Owner's Representative, and prepare a written inventory of all existing damage in those spaces where asbestos removal work will occur. Still or video photography may be used to supplement this written damage inventory. Documents will be signed and certified as accurate by both parties.
- 2. Ensure that all furniture, machinery, equipment, curtains drapes, blinds and other movable objects which the contractor is bound to remove from the work area have been removed or protected.
- 3. Notify the Owner's Representative of systems that need to be shut down as soon as practical in advance. The Owner's Representative will coordinate shutdown with Contractor and Owner's Facility Representative. The Owner's Facility Representative will perform and monitor shutdown as required by Contractor.
 - a. Shutdown and seal off all heating, cooling, ventilating or other air handling systems serving the work area. The environment of the work area will be completely isolated from all other air flows in the building. Owner's Representative will monitor shut-down.
 - b. Shut down all electrical circuits which pose a potential hazard on the job. Exact electrical arrangements will be tailored to the particular space and systems involved. All electrical circuits will be turned off at the box outside the removal area, not just the wall switch. Potential for electrical shock is a major threat to life in a work area where large amounts of water will be sprayed on ceilings, conduits, lighting fixtures and other electrical items. Electrical lines which are used to power work lights and equipment will conform to all electrical safety standards and will be protected by a ground fault interrupter. The Asbestos Abatement Contractor will be responsible for all OSHA lockout/tagout requirements. A copy of the Asbestos Abatement Contractor's lockout/tagout program must be submitted for review prior to asbestos abatement operations.

2.1.3. PRE-ABATEMENT CONSTRUCTION AND OPERATIONS:

Perform all preparatory work for the first work area in accordance with the approved detailed work schedule. Execute the preparatory work in accordance with this specification.

Upon completion of all preparatory work, the Owner's Representative will inspect the work and systems to assure work is in accordance with these Specifications. The Owner's Representative may require that, upon satisfactory inspection, the Contractor's employees perform all major aspects of the approved SOP especially on worker protection, respiratory protection, contingency plans, decontamination procedures and monitoring to demonstrate satisfactory operation. The operating systems for respiratory protection and negative pressure air systems will be demonstrated for performance.

Upon satisfactory inspection of the installation and systems and satisfactory demonstration of operations the Owner's Representative will notify the Contractor to proceed with abatement work.

2.2. REMOVAL OF ACM AND ACE:

2.2.1. WETTING MATERIALS:

The Asbestos Abatement Contractor will adequately wet and remove all ACM as follows:

- 1. Spray wetting agent on the asbestos containing materials.
- 2. After wetting and removal, seal all ACM waste in leak tight two layers of 6-mil polyethylene while wet. For waste material not fitting into containers without additional breaking, put material into leak tight wrapping.
- 3. Label containers and wrapped material using warning labels as specified by OSHA 29 CFR 1910.1001 or 1926.1101 and the NESHAPS regulations.
- 4. For ACM being transported off the facility site, label ACM waste containers and wrapped material with the name of the waste generator and the location where the waste was generated.

2.2.2. SITE PREPARATION:

Erect critical barriers at all doors and windows entering the regulated areas. This project will be conducted by establishing critical barriers over all openings into the work area. A three stage wet decontamination unit will be erected for worker entrance and exit into the work area. The Contractor must establish negative air in the containment and maintain a pressure differential of -0.02 inches of water column pressure differential.

2.2.3. PERSONAL PROTECTION:

One (1) layer of disposable clothing air-purifying respirators (PAPR) with NIOSH-approved HEPA cartridges shall be worn by all personnel during removal of the asbestos-containing thermal system insulation.

Provide boots, safety glasses and gloves for all workers. Equipment will meet OSHA requirements for personal protection. Provide all persons entering the work area with disposable full body coveralls, disposable head covers and rubber boots.

2.2.4. CEILING TILES:

The asbestos ceiling tile will be kept wet and removed as intact ceiling tile sections utilizing hand tools and a low water volume, short distance power diffusing "Airless" sprayer.

The minimum crew size for the operation is three: one member performs the actual removal, the second directs the spray wand at the work and the third worker collects and contains the wet ACM debris generated during the work. It is recommended that four workers be utilized in the procedure. The fourth person provides support during the work, making sure tools and supplies are readily available, and is on hand in case of emergency. All crew members should be trained in the use of the wet removal procedure.

The Contractor will erect critical barriers and establish negative air filtration. Rope off work area and place warning signs. Bring the necessary materials into the work area. Have a HEPA vacuum system available at all times. The HEPA vacuum will be used to remove debris which may settle in remote areas such as corners, cracks or crevices in the work area.

Make sure visible ACM debris and dust in the area have been wetted with amended water and cleaned with the proper methods before beginning the procedure to avoid confusion concerning the source of the material.

Cover floor with a minimum of two layers of 6 mil plastic sheeting if flooring is not being removed, and cover wall surfaces and other objects that remain in the containment area with a minimum of two layers of 4 mil plastic sheeting. The top polyethylene sheeting layer may be removed as part of the detail cleaning process after gross removal.

Hard hats, disposable clothing and full-face PAPR respirators will be worn by all persons performing the ACM removal.

Establish negative air filtration in the containment before any removal operations take place.

The containment may be smoke tested to assure the negative pressure inside the containment is adequately sealed. Assemble the smoke tube and bulb. Generate short bursts of smoke in the containment particularly at seams, joints and corners and critical barriers. Observe the direction of the smoke trail. Watch for leaks, and seal any leaks with duct tape.

Wet the ceiling tile adequately to suppress any generation of airborne dust or debris, keeping it wet throughout the entire operation.

As sections of ACM are removed, keep the material wet and shovel debris carefully into the bottom of a disposal bag.

Wipe all cleaned surfaces with a wet rag and put the rag in the bottom of a 6 mil disposal bag.

Rinse and wipe the inside of the disposal bag.

Clean up any debris or water on the floor with wet rags and/or the HEPA vacuum.

As in any asbestos related project, the work area should be kept free of debris. Any contamination should be cleaned up immediately. When the work day is complete, (or as soon as the project is complete) the work area should be cleaned using wet methods and a HEPA vacuum.

All asbestos material and associated debris should be removed and placed in double layer 6 mil asbestos disposal bags before the end of the work day. Dispose of waste in accordance with regulations for asbestos waste found in these specifications.

Workers should pass through a complete three-stage wet decontamination facility prior to exiting the building.

If a disposal bag develops a leak, stop work inside the containment. Catch the water in a plastic disposal bag. Lift and move the bag so that water stops running out. Do not "pump" the bag in a way that would force air out. Twist the bag in the area of the puncture to form a stem, dry the surface and tape it securely closed. Clean up the contaminated water and debris from the floor immediately using wet methods and the HEPA vacuum. Dispose of the waste properly.

2.2.5. FLOOR TILE AND MASTIC:

Those areas normally exposed to heavy foot traffic patterns usually have tiles adhered the tightest. As a matter of good practice in starting the tile removal, those sections which receive the least traffic should be the locations selected for starting the removal of the tile. Since tiles are normally in a 9" x 9" or 12" x 12" dimension, it should be the goal to remove individual tiles as a complete unit to the best extent possible.

Start the removal by carefully wedging the wall scraper in the seam of two adjoining tiles and gradually forcing the edge of one of the tiles up and away from the floor. Do not break off pieces of the tile but continue to force the balance of the tile up by working the scraper beneath the tile and exerting both a forward pressure and a twisting action on the blade to promote release of the tile from the adhesive and the floor.

When the first tile is removed, place it, without breaking into smaller pieces, in the heavy-duty impermeable waste bag or closed impermeable container which will be used for disposal.

With the removal of the first tile accessibility of the other tiles is improved. Force the wall scraper under the exposed edge of another tile and continue to exert a prying twisting force to the scraper as it is moved under the tile until the tile released from the floor. Again, dispose of the tile, and succeeding tiles, by placing in the heavy-duty bag or closed container without additional breaking.

Some tiles will release quite easily while others require varying degrees of force. Where the adhesive is spread heavily or is quite hard, it may prove easier to force the scraper through the tightly adhered areas by striking the scraper handle with a hammer using blows of moderate force while maintaining the scraper at a 25° to 30° angle to the floor. **Caution:** Use safety goggles.

If some areas are encountered where even the technique detailed in the previous paragraph proves to be inadequate, the removal procedure can be simplified by thoroughly heating the tile(s) with a hot air blower until the heat penetrates through the tile and softens the adhesive.

Note 1: Handle the hot air blower, tiles, and adhesive carefully to avoid personal burns.

Note 2: Do not handle the heated tiles and adhesive without suitable glove protection for the hands.

As small areas of subfloor are cleared of tile, the adhesive remaining on the floor must be scraped up with the 4" hand scraper until only a thin, smooth film remains. In those area where deposits are heavy or difficult to scrape, the removal can be expedited by heating with the hot air blower prior to scraping. Deposit scrapings in a heavy-duty impermeable trash bag or closed impermeable container. Thoroughly spread approved mastic biodegradable cleaner/solvent onto all mastic with a garden sprayer (Note: The solvent used to remove the mastic must have a flash point of >140 degrees F. Submittals for the solvent must include a Material Safety Data Sheet. Let the solution stand for at least 15 minutes. Use an industrial buffer with coarse pads to dislodge the material or a squeegee. Squeegee, or use scrapers to push material into a central location for final mopping and cleanup. Hand-scraping may be done at the Contractor's option, or as required to completely remove all material.

As indicated in previous paragraphs, tiles should be placed immediately in a waste disposal bags or closed impermeable container. Do not attempt to break tiles after they are in the bag.

When all tiles, mastic and sorbent material have been removed from the floor and placed in polyethylene waste bags at least 6-mil thick or closed containers, seal the bags securely for disposal.

"Shot blaster" or "bead blaster" machines will not be allowed to remove the floor tile and mastic.

Alternate removal techniques may be used if approved by the CIH.

2.2.6. JOINT COMPOUND/TEXURE ON FINISHED SHEETROCK:

The asbestos joint compound/texture will be kept wet and removed by wet scraping or as intact sheetrock and ceiling tile sections utilizing hand tools and a low water volume, short distance power diffusing "Airless" sprayer. The asbestos plaster texture and texture on CMU block will be kept wet and removed utilizing hand tools and a low water volume, short distance power diffusing "Airless" sprayer.

The minimum crew size for the operation is three: one member performs the actual removal, the second directs the spray wand at the work and the third worker collects and contains the wet ACM debris generated during the work. It is recommended that four workers be utilized in the procedure. The fourth person provides support during the work, making sure tools and supplies are readily available, and is on hand in case of emergency. All crew members should be trained in the use of the wet scraping procedure.

The Contractor will erect critical barriers and establish negative air filtration. Rope off work area and place warning signs. Bring the necessary materials into the work area. Have a HEPA vacuum system available at all times. The HEPA vacuum will be used to remove debris which may settle in remote areas such as corners, cracks or crevices in the work area.

Make sure visible ACM debris and dust in the area have been wetted with amended water and cleaned with the proper methods before beginning the procedure to avoid confusion concerning the source of the material.

Cover floor with a minimum of two layers of 6 mil plastic sheeting if flooring is not being removed, and cover wall surfaces with a minimum of two layers of 4 mil plastic sheeting. The top polyethylene sheeting layer may be removed as part of the detail cleaning process after gross removal.

Hard hats, disposable clothing and full-face PAPR respirators will be worn by all persons performing the ACM removal.

Establish negative air filtration in the containment before any removal operations take place.

The containment may be smoke tested to assure the negative pressure inside the containment is adequately sealed. Assemble the smoke tube and bulb. Generate short bursts of smoke in the containment particularly at seams, joints and corners and critical barriers. Observe the direction of the smoke trail. Watch for leaks, and seal any leaks with duct tape.

Wet the plaster and surfacing material adequately to suppress any generation of airborne dust or debris, keeping it wet throughout the entire operation.

As sections of ACM are removed, keep the material wet and shovel debris carefully into the bottom of a disposal bag.

Wipe all cleaned surfaces with a wet rag and put the rag in the bottom of a 6 mil disposal bag.

Rinse and wipe the inside of the disposal bag.

Clean up any debris or water on the floor with wet rags and/or the HEPA vacuum.

As in any asbestos related project, the work area should be kept free of debris. Any contamination should be cleaned up immediately. When the work day is complete, (or as soon as the project is complete) the work area should be cleaned using wet methods and a HEPA vacuum.

All asbestos material and associated debris should be removed and placed in double layer 6 mil asbestos disposal bags before the end of the work day. Dispose of waste in accordance with regulations for asbestos waste found in these specifications.

Workers should pass through a complete three-stage wet decontamination facility prior to exiting the building.

If a disposal bag develops a leak, stop work inside the containment. Catch the water in a plastic disposal bag. Lift and move the bag so that water stops running out. Do not "pump" the bag in a way that would force air out. Twist the bag in the area of the puncture to form a stem, dry the surface and tape it securely closed. Clean up the contaminated water and debris from the floor immediately using wet methods and the HEPA vacuum. Dispose of the waste properly.

2.3. DISPOSAL OF ACM AND ACE WASTE MATERIAL:

2.3.1. GENERAL:

The Asbestos Abatement Contractor will dispose of friable ACM and debris which is packaged in accordance with these specifications at the approved landfill. Dispose of non-friable ACM in accordance with the applicable regulations for friable asbestos. The transporter must be licensed in accordance with the Texas Department of State Health Services Asbestos Rules and Regulations. The truck transporting the waste must have the following noted on the shipping papers, manifests and trucks:

Hazardous Material Proper Shipping Name: hazardous substance solid, N.O.S.

DOT Hazard Class: Class 9 PG. III

Identification Number: NA 2212 (friable waste)

Reportable Quantity: RQ

Name and Address of Generator

2.3.2. PROCEDURES:

Carefully load containerized waste on sealed trucks for transport. Ensure that unauthorized persons do not have access to the material outside of the work area. Take bags from the work area directly through the EDF process to a sealed truck. Double bagged material may be transported in open trucks only if they are first loaded in sealed drums. Label drums with same warning labels as bags. Dispose drums as contaminated, do not attempt to empty them for reuse.

Advise the sanitary landfill operator, at least twenty-four hours in advance of transport, of the quantity of material to be delivered. At the burial site, sealed plastic bags may be carefully dumped from the truck. If bags are broken or damaged, leave in the truck and decontaminate entire truck and contents using procedures set forth elsewhere in this section.

2.4. PROJECT DECONTAMINATION:

2.4.1. GENERAL:

The entire work of project decontamination will be performed under the close supervision and monitoring of the Owner's Representative.

2.4.2. WORK AREA CLEARANCE:

Air testing and other requirements which must be met before release of Contractor and reoccupancy of the work area are specified elsewhere in this Section. Air Clearance will be performed utilizing Phase Contrast Microscopy with an airborne level of <0.01 F/cc.

2.4.3. WORK DESCRIPTION:

The work of decontamination includes the decontamination floor and air within the work area and the decontamination and removal of temporary facilities installed prior to abatement work

including Primary and Critical Barrier, Decontamination Facilities (PDF and EDF) and Negative Pressure Systems.

The work of decontamination includes the cleaning, and decontamination of all surfaces (ceiling, walls, floor) of the Work Area, or equipment in the Work Area.

2.4.4. PRE-DECONTAMINATION CONDITIONS:

Before decontamination work starts, all ACM and ACE will be removed from the work area and disposed of along with any gross debris generated by the work.

At the start of work for decontamination, the following will be in place:

- 1 Critical barrier which forms the sole barrier between the work area and other portions of the building or the outside.
- 2. Critical barrier sheeting over lighting fixtures, ventilation openings, doorways, convectors, speakers and other openings.
- 3. Decontamination facilities for personnel and equipment in operating condition and negative pressure system in operation.

2.4.5. FIRST CLEANING:

The Asbestos Abatement Contractor will carry out a first cleaning of all surfaces of the work area including items of remaining sheeting, tools, scaffolding and/or staging by use of dampcleaning and mopping, and a HEPA filtered vacuum. Do not perform dry dusting or dry sweeping. Use each surface of a cleaning cloth one time only and then dispose of as contaminated waste. Continue this cleaning until there is no visible debris from removed materials or residue on plastic sheeting or other surfaces. Remove all filters in air handling system(s) and dispose of as asbestos containing waste in accordance with requirements of these specifications.

2.4.6. SECOND CLEANING:

If the Asbestos Project Manager is not satisfied with the first cleaning, the Contractor will perform a second cleaning inside containment. If the containment fails to pass final air clearance criteria, the Contractor will perform additional wet cleaning inside containment.

2.4.7. PRE-CLEARANCE INSPECTION AND TESTING:

The Owner's Representative will perform a thorough and detailed visual inspection at the end of the second cleaning to determine whether there are any signs of visible ACM or dust in the work area. If the visual inspection is satisfactory, the Contractor will then encapsulate all surfaces inside the containment. Final air clearance will be performed in accordance with these Specifications.

2.4.8. LOCK-BACK ENCAPSULATION:

With the express permission of the Owner's Representative, the Asbestos Abatement Contractor will perform a lock-back encapsulation of all surfaces from which ACM was removed. Execute in accordance with provisions specified elsewhere and performance requirements as specified in Paragraph 2.2.2 of this Specification. Maintain negative pressure in work area during encapsulation work.

2.5. FINAL AIR CLEARANCE TESTING

2.5.1. GENERAL:

The Asbestos Abatement Contractor will notify the Owner's Representative in advance for the performance of the final visual inspection and testing. The final air clearance will be performed by the Owner's Representative starting after completion of the encapsulation of the containment and the material is dry.

2.5.2. FINAL TESTING:

After a satisfactory final visual inspection and encapsulation, The Owner's Representative, will undertake the final testing. Air samples will be taken and analyzed in accordance with the procedures for PCM specified elsewhere in this section. If release criteria are not met, the contractor will repeat final cleaning and continue decontamination procedure from that point. Additional inspection and testing will be at the expense of the Contractor.

If results of PCM air samples are satisfactory, remove the critical barriers and shut down and remove HEPA units as specified under Abatement Closeout. Any small quantities of residue material found upon removal of the plastic sheeting will be removed with a HEPA filtered vacuum cleaner and localized isolation. If significant quantities, as determined by the Owner's Consultant, are found then the entire area affected will be decontaminated as specified herein for the Final Cleaning.

If release criteria are met the Contractor will perform the abatement closeout and issue the certificate of compliance in accordance with these specifications.

2.5.3. FINAL TESTING PROCEDURES:

CONTRACTORS RELEASE CRITERIA: Work in an area is complete when the work area is visually clean and airborne fiber levels have been reduced to less than 0.01 fibers/cc by PCM analysis.

AIR MONITORING AND FINAL CLEARANCE SAMPLING: To determine if the elevated airborne fiber counts encountered during abatement operations have been reduced to the specified level, the Owner's representative will secure samples and analyze them according to the following procedures:

1. Fibers Counted: "Fibers" referred to in this section will be either all fibers regardless of composition as counted in the NIOSH 7400 method, or asbestos fibers of any size as counted using PCM; and

2.5.4. SCHEDULE OF AIR SAMPLES WITH PCM:

The Owner's Consultant will perform background, perimeter and work area samples during construction and abatement. These samples will be analyzed by PCM.

At least three (3) background samples will be taken before work begins for a baseline measurement. The Owner's Representative will sample at a rate of one sample per 1,000 sq. ft. of work area with a minimum of two area samples for small containment areas. A minimum of 1,250 liters of air will be collected for all baseline and clearance samples.

From start of actual removal of asbestos-containing materials the Owner will take the following samples on a daily basis. The number of samples may vary according to site plan and approval from the CIH.

Location Sampled	Number of Sam- ples	Analytical Method	Detection Limit Fibers/cc.	Minimum Vol- ume (Liters)	Rate LPM
Each Work Area	3	PCM	0.02	750	2-15
Outside Each Work	2-3	PCM	0.01	1,000	2-15
Outside Entrance to De- contamination Facility	1	PCM	0.01	1,000	2-15
Outside Bag-out Area	1	PCM	0.01	1,000	2-15
Output Negative Pressure System	1	PCM	0.01	1,000	2-15

DAILY SCHEDULE OF AIR SAMPLES

If airborne fiber counts exceed allowed limits, additional samples will be taken as necessary to monitor fiber levels.

*At a minimum, five (5) samples will be collected per containment area over the duration of work in that area each day.

2.5.5. LABORATORY TESTING FOR PCM:

The services of a AIHA P.A.T. accredited testing laboratory will be employed by the Owner to perform PCM analysis of the air samples collected prior to final clearance testing. A technician will be at the job site, and samples will be analyzed on-site. A complete record, certified by the testing laboratory, of all air monitoring tests and results will be furnished to the Owner and the Abatement Contractor. The analytical laboratory must be licensed in accordance with State of Texas Civil Statutes Article 4477-3a pg. 295.54 in addition to being AIHA P.A.T. Accredited.

2.5.7. FINAL AIR TESTING REQUIREMENTS:

Final air testing will be performed by Phase Contrast Microscopy (PCM). Final air testing requirements are outlined below:

In each homogeneous work area after completion of all cleaning work, a minimum of three (3) samples will be taken and analyzed as follows:

PHASE CONTRAST MICROSCOPY CLEARANCE CRITERIA

Location Sampled	Number of Samples	Analysis Method	Analytical Sensi- tivity s/mm ² .	Recommended Volume (Liters)	Rate LPM
Each Work Area	3	PCM	<0.005	1,250	< 15
Work Area Blank	1	PCM	<0.005	0	Open for 30 Seconds
Outside Blank	1	PCM	<0.005	0	Open for 30 Seconds
Laboratory Blank	1	PCM	<0.005	0	Do Not Open

Release Criteria: Decontamination of the work site is complete when every work area sample is at or below 0.01 FIBERS/CC.

2.6. ABATEMENT CLOSEOUT AND CERTIFICATE OF COMPLIANCE:

2.6.1. COMPLETION OF ABATEMENT WORK:

The asbestos abatement contractor will seal negative air machines with 6 mil polyethylene sheet and duct tape to form a tight seal at intake end before being moved from work area. Complete asbestos abatement work upon meeting the work area clearance criteria and fulfilling the following:

Remove all equipment, materials, debris from the work site.

Dispose of all asbestos containing waste material as specified elsewhere in this section.

Repair or replace all interior finishes damaged during the course of asbestos abatement work.

Replace all asbestos containing insulation and other ACM with suitable non-asbestos material so that facility is fully functional and safe as prior to abatement if required by these specifications.

Fulfill other project closeout requirements as specified elsewhere in this section.

2.6.2. CERTIFICATE OF COMPLETION BY CONTRACTORS:

The Contractor will complete and sign a "Certificate of Completion" in accordance with attachment #1 at the completion of the abatement and decontamination of a work area.

Appendix A Attachments

CERTIFICATE OF COMPLETION

PROJECT:	DATE

LOCATION:

1. I certify that I have personally inspected, monitored and supervised the abatement work of _________(Specify Work Area or Building)

(-		
which took place from	to	
(Begin	ning of Work)	(End of Work)

- 2. That throughout the work all applicable regulations and the specifications were observed.
- 3. That any person who entered this area was protected with the appropriate clothing and respirators systems and that they followed the proper entry and exit procedures and the proper operation procedures throughout the work.
- 4. That all employees of the contractor engaged in this work were trained in respiratory protection, experienced with abatement work, had proper medical records and were not exposed at any time during the work to asbestos without the benefit of <u>adequate</u> respiratory protection.
- 5. That I performed and supervised all inspection and testing specified and required by applicable regulations and the specifications.
- 6. That the condition inside the work area were always safe and the maximum asbestos fiber count never exceeded 0.5 f/cc. Except as describe here:
- 7. That the negative pressure air systems were installed and operated properly maintaining the specified negative pressure in the work area throughout the work.

CONTRACTOR/SUPERVISOR

COMPANY NAME

CONTRACTOR ADDRESS

ATTACHMENT #1

Appendix B Specification Drawings

