Texas State Technical College Waco

Tax Exempt # 74-1646989

Procurement Office

3801 Campus Dr.

Waco, TX 76705

(254) 867-3778 phone

 (254) 867-3792 alternate fax

 (254) 867-3758 direct fax

**INVITATION FOR COMPETITIVE SEALED PROPOSALS**

**Title: Technical Studies Center Hall Floor Abatement**

**Proposal # RFP1220W**

**Posted Date: 11-14-11**

**Forms must be completed and returned for consideration.**

**Proposal Closing Date/Time: December 2, 2011 at 10:00 AM Central Standard Time**

**Mail Proposals to: Hand Deliver Proposals to:**

Texas State Technical College Texas State Technical College

Procurement Office Procurement Office

3801 Campus Dr. Attn: Sharon Ferrill, CTP

Waco, TX 76705 103 10th St. (on campus address only)

Attn: Sharon Ferrill, CTP Waco, TX 76705

**Faxed Proposals will not be accepted.**

**Emailed Proposals will not be accepted.**

**Proposals must be received in a sealed envelope by the date and time shown above for consideration. Please indicate the Proposal#, Proposal Title, and Proposal Closing Date and Time on the sealed envelope and either hand deliver or mail to the address above. Proposals will be date/time stamped upon arrival. The date/time stamp used will be the official clock for proposal opening time. Proposals will be opened after the date shown and evaluated based on a Best Value Criteria to be set by TSTC.**

**Late Proposals will not be accepted or considered for review.**

**Please sign your proposal. Failure to do so will automatically disqualify your submission.**

**After the evaluation process of the proposals an award will be made in the form of either/or an executed contract between both TSTC and the vendor of award or by purchase order or by both documents. TSTC reserves the right to the method of evaluation and award and reserves the right to reject any or all proposals or waive irregularities it deems necessary.**

**Open records requests, after award is made, may be requested by contacting Jerry Sorrells via email at:** **jerry.sorrells@tstc.edu**

By signing the proposal, the proposer agrees to comply with all terms and conditions (see enclosed) of the invitation for competitive sealed proposals and any purchase order or contract that is issued pursuant to the award made. TSTC reserves the right to award on an “All or None” basis or “Line Item” basis. TSTC also reserves the right to reject any proposal submitted. TSTC reserves the right to cancel the order at any time due to delay or non delivery as proposed. TSTC terms are Net 30 days.

**General Statement:**

**Texas State Technical College Waco is requesting competitive sealed proposals for the complete asbestos abatement of hall floors in the Technical Studies Center Bldg. on the Texas State Technical College Waco campus located at 3801 Campus Dr. Waco, TX 76705 with campus address for this project as specified within the enclosed proposal package.**

**Project Manager contact: Mike Ratliff (254) 867-3703 or email mike.ratliff@tstc.edu**

**SECTION ONE**

**GENERAL INFORMATION**

1.1 **Purpose of the Request for Proposals** -- The purpose of this Request for Proposals (RFP) is to engage a Proposer to provide the following Services to Texas State Technical College System (herein referred to as “TSTC”): to engage proposer to furnish material, labor, and equipment for the complete removal of all later detailed non-friable ACM Flooring Materials located throughout the Hallways inside the Technical Studies Center Building. This building is located at 300 Airline Drive on the Campus of the Texas State Technical College (TSTC) in the City of Waco, McLennan County, Texas.

By means of this RFP, TSTC invites all qualified Proposers to submit Proposals in accordance with the requirements outlined in this RFP. TSTC anticipates that, based on its review and evaluation of the Proposals received pursuant to this RFP, it will select a Proposer and execute a contract whereby the Proposer renders Services to TSTC, in accordance with terms and conditions set forth in the contract.

1.2 **Information about Texas State Technical College System** -- TSTC is a state-supported, technical college system that services students throughout the state of Texas. The college system includes four colleges: TSTC Harlingen, TSTC Marshall, TSTC Waco, and TSTC West Texas, which has campuses in Abilene, Breckenridge, Brownwood, and Sweetwater.

1.3 **Historically Underutilized Business (HUB) Firms** -- TSTC endeavors to promote full and equal opportunity for businesses to supply TSTC with goods and/or Services that are necessary to support TSTC's educational mission. In this regard, TSTC commits to select Proposers in accordance with (i) needs, (ii) resources, (iii) HUB goals and guidelines established by the Texas Legislature and the Texas Building and Procurement Commission, and (iv) policies and procedures for contracting with Historically Underutilized Businesses.

1.4 **TSTC’s Right to Reject** -- This RFP does not commit TSTC to select a Proposer or to award a Contract to any Proposer. TSTC reserves the right to accept or reject, in whole or in part, any Proposal it receives pursuant to this RFP.

**SECTION 2**

**RFP REQUIREMENTS**

2.1 **Right to Modify, Rescind, or Revoke RFP** -- TSTC reserves the rights to modify, rescind, or revoke this RFP, in whole or in part, at any time prior to the date on which the authorized representative of TSTC executes a Contract with the Selected Proposer.

2.2 **Compliance with RFP Requirements** -- By submission of a Proposal, a Proposer agrees to be bound by the requirements set forth in this RFP. TSTC, at its sole discretion, may disqualify a Proposal from consideration, if TSTC determines a Proposal is non-responsive and/or non-compliant, in whole or in part, with the requirements set forth in this RFP.

2.3 **Binding Effect of Proposal** -- Unless otherwise agreed in writing, signed by an authorized agent of TSTC, each Proposer agrees to and shall be bound by the information and documentation provided with the Proposal, including prices quoted for Services.

2.4 **Signature, Certification of Proposer** -- The Proposal must be signed and dated by a representative of the Proposer who is authorized to bind the Proposer to the terms and conditions contained in this RFP and to compliance with the information submitted in the Proposal. Each Proposer submitting a Proposal certifies to both (a) the completeness, veracity, and accuracy of the information provided in the Proposal and (b) the authority of the individual whose signature appears on the Proposal to bind the Proposer to the terms and conditions set forth in this RFP. Proposals submitted without the required signature shall be disqualified.

2.5 **Requirements for Submission** -- The Proposal shall be entitled Proposal Submitted for

 RFP1220W and shall clearly state the Proposal Opening Date and Time and Title identified.

By Hard Copy Submission:

The Respondent must submit one (1) original signed Proposal and one (1) digital submission. (cd)

The Proposal and accompanying documentation are the property of TSTC and will not be returned. TSTC will no longer provide “delivery or hand stamp” receipt of bids/proposals or proof of delivery of bid/proposals which are delivered by hand or courier. No proof of delivery shall be necessary.

The Proposal should be sent to TSTC at the following addresses:

By U.S. Mail/Overnight/Express Mail

 Texas State Technical College Waco

 Attn: Sharon Ferrill, CTP

 Procurement Services

 RFP# 1220W

 3801 Campus Drive

 Waco, TX 76705

By Hand Delivery (on campus address only)

 Texas State Technical College Waco

 RFP# 1220W

 Sharon Ferrill, CTP

 Patterson Hall

 103 10th St TSTC Campus

 Waco, Tx 76705

2.6 **Deadline for Proposals** -- **Proposals must be received in the TSTC Procurement Office, at the address specified in Section 2.5 of this RFP, no later than *December 2, 2011 10AM*.**

Any Proposal received after EXPIRATION OF the DEADLINE will be immediately disqualified FROM CONSIDERATION, and WILL BE returned unopened to the PROPOSER.

2.7 **Risk of Loss, Damage, Delay** -- Proposer acknowledges and agrees to release and hold harmless the TSTC System, its campus components, Board of Regents, officers, employees, agents, and personnel, from and against any and all claims, liability, damages, and costs, including court costs and attorneys' fees, arising out of or pursuant to delivery of the Proposal or failure to deliver the Proposal to the Purchasing Office at TSTC, as designated in Sections 2.5 and 2.6 of this RFP.

2.8 **Ownership of Proposals** -- All Proposals become the physical property of TSTC upon receipt.

2.9 **Use, Disclosure of Information** --Proposer acknowledges that TSTC is an agency of the State of Texas, and is therefore required to comply with the Texas Public Information Act. Tex. Government Code Ch. 552. If a Proposal includes proprietary data, trade secrets, or information the Proposer wishes to except from public disclosure, then the Proposer must specifically label such data, secrets, or information as follows: "**PRIVILEGED AND CONFIDENTIAL -- PROPRIETARY INFORMATION**.**"** To the extent permitted by law, information labeled by the Proposer as proprietary will be used by TSTC only for purposes related to or arising out of the (a) evaluation of Proposals, (b) selection of a Proposer pursuant to the RFP process, and (c) negotiation and execution of a Contract, if any, with the Proposer selected.

2.10 **Costs of Participation** -- TSTC specifically disclaim responsibility, and/or liability, for all costs, expenses, or claims related to or arising out of the Proposers participation in this RFP process, including but not limited to costs incurred as a result of preparing, copying, shipping, presenting, and/or clarifying the Proposal and the information relevant to the Proposal.

2.11 **Compliance with Applicable Laws, Regulations, Ordinances, Board of Regents Policies, University Policies and Procedures.** By submitting a Proposal, the Proposer agrees to and shall comply with all applicable local, state and federal laws and regulations, as well as with all applicable policies and procedures of the Texas State Technical College System. System policies and procedures may be accessed at the following Internet address: **http://www.tstc.edu**

**SECTION 3**

**RFP PROCEDURES**

3.1 **Rescission of Proposal** -- A Proposal can be withdrawn from consideration at any time prior to expiration of the Deadline for Proposals, as stated in Section 2.6 of this RFP, pursuant to a written request sent to the Procurement Office Attn: Sharon Ferrill.

3.2 **Request for Electronic Copy** -- A Proposer may request an electronic copy of the RFP from Sharon Ferrill, CTP or from Mike Ratliff. Email requests and responses will be responded to by email only.

Sharon.ferrill@tstc.edu or mike.ratliff@tstc.edu

3.3 **Request for Clarification** -- TSTC reserves the right to request clarification of any information contained in a Proposal.

3.4 **Request for Clarification by Proposer** -- All questions and clarifications of the proposals must be submitted in writing by email request to the following contact by the date of November 28, 2011 at 3pm.

|  |
| --- |
| Sharon Ferrill, CTP |
| 3801 Campus Drive |
| Waco, TX 76705 |
| 254-867-3778 |
| Sharon.ferrill@tstc.edu |

**3.5 Pre-Proposal Conference**

A **mandatory** pre-proposal conference will be held at the Physical Plant Conference Room; located at 1200 Greenway, on the TSTC Waco campus, Monday November 28th, 2011 at 10 Am. Owner’s representative will be present to discuss this project. Only details of the project and clarification will be discussed at this time.

**3.6 Evaluation of Proposals**

Evaluation criteria will be that of Best Value to TSTC as TSTC deems necessary. Some of the criteria may be that of but not limited to:

Respondent’s Pricing, Delivery of Proposal, and Qualifications.

**3.7 Proposal Opening**

Proposals will be opened after the deadline shown of December 2nd, 2011 10 AM. The proposal opening process is open to the public. All submitted proposals become the property of TSTC, after the RFP submittal deadline/opening date, and will not be returned.

All information, documentation, and other materials submitted in response to this solicitation are considered and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after the solicitation is completed. Please contact:

Jerry Sorrells at Jerry.Sorrells@systems.tstc.edu for requests.

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**3.8 Award of Contract**

TSTC intends to negotiate and award an agreement with the vendor submitting the proposal TSTC determines best meets TSTC’s requirements and is considered to be the best value overall.

**3.9 Liquidated Damages**

Owner and Contractor recognize that time is of the essence of this agreement and the Owner will suffer financial loss if the work is not completed per the completion schedule. Owner and Contractor therefore agree that liquidated damages for delay will be $200.00 per day. The schedule for this project is provided in Exhibit F.

**3.10 Contract & General Conditions**

Anything related to this RFP shall comply with these documents and “General Conditions of the Contractor for Construction: AIA Document, A201 – 2007.

 Supplemental General Conditions

 Exhibit A: Changes to be made to AIA Document A201-2007

 Exhibit B: Explanation of Insurance

 Exhibit C: Explanation of Indemnification

 Exhibit D: Bond Requirements

 Exhibit E: HUB Subcontracting Plan

 Exhibit F: **PROJECT MANUAL**

**For**

ASBESTOS-CONTAINING MATERIALS ABATEMENT

### TECHNICAL STUDIES CENTER BUILDING

**300 Airline Drive, TSTC Campus**

**Texas State Technical College (TSTC)**

**WACO, TEXAS 76705**

##### BENAS PROJECT No. BA-11-1001

**PREPARED BY**

## *EPHRAIM N. OKOTCHA "EO"*

**INDIVIDUAL ASBESTOS CONSULTANT**

**TDSHS LICENSE NUMBER 10-5399**

**3.11 Safety**

Constructor must comply with all applicable safety regulations, including but not limited to, the TSTC Waco, College Operating Procedure (9.16) Contractor Safety. The “COP” may be downloaded or viewed at this electronic link: <http://iam.tstc.edu/users/cop/COP9.16-01-13-03.pdf>

**SECTION 4**

**PROPOSAL CONTENTS**

**4.0 Scope of Work**

*Texas State Technical College* **(TSTC)** is seeking to remove asbestos-containing building materials **(ACM)** as specified. The project involves the complete removal of all later detailed non-friable ACM Flooring Materials located throughout the Hallways inside the Technical Studies Center Building. This building is located at 300 Airline Drive on the Campus of the Texas State Technical College (TSTC) in the City of Waco, McLennan County, Texas.

The areas for specific asbestos abatement are described in the Scope of Work and the drawings contained in these technical specifications. The schedule for the execution of the removal project is contained in the notifications filed with the Texas Department of State Health Services **(TDSHS)**. The project shall be completed as per the above reference notifications and these specifications. ***The abatement project shall be conducted according to start and stop dates contained in the notifications to the TDSHS.*** It should be stated that this building is currently scheduled for renovation.

This project is considered to be asbestos abatement prior to a building renovation to meet TDSHS notification requirements. Proper interpretation of the current National Emission Standards for Hazardous Air Pollutants **(NESHAP)** regulations as well as current Texas Asbestos Health Protection Rules **(TAHPR)** must be observed for this distinction. **BENAS Environmental Services, Inc.** from Coppell, Texas, shall be the Owner's representative **(consultant)** on this project. The testing laboratory **(industrial hygiene services)** selected by the Owner is also **BENAS Environmental Services, Inc.**

**4.1 Plans and Specifications**

**Specifications:** Exhibit F

**Plans:** A plan sheet of Technical Studies Center hallways are included in a file called “BA-11-1001 ACM”.

**General Terms and Conditions**

* 1. **Contract Award**

A response to the solicitation is an offer to contract with Texas State Technical College based on the terms and conditions contained therein. RFP’s do not become contracts and are not binding until a written contract, signed by authorized College administrator and authorized personnel of the awarded vendor pursuit to this agreement.

* 1. **Contract Term**

The contract performance period shall be for the purpose of completion of this project, unless otherwise extended or terminated by TSTC in accordance with the terms and conditions of this contract. All contract renewals or extension may be subject to approval by authorized personnel of TSTC. Contract renewals or extensions may be made ONLY by written agreement between the College and the Proposer and are subject to approval by authorized personnel of TSTC.

* 1. **Submitted Responsive Documents**

The RFP and submitted responsive documents, or portions of each, and at the College’s sole discretion, may become incorporated by reference and a part of this written contract and will be binding on both the College and the Proposer after execution of the contract by both parties.

* 1. **Interpretation, Jurisdiction and Venue**

This contract will be governed and be interpreted by the laws of the State of Texas without regard to its choice of law provisions. Exclusive venue for any claim or dispute involving the resulting contract or the services provided there under, shall lie in a court of competent jurisdiction in McLennan County, Texas.

* 1. **Compliance with Laws**

The services provided and all representations in the RFP response must be such that they are or would be in conformity with all federal, state, county and local laws, regulations, rules, and orders. Upon request, the Proposer shall furnish to TSTC certificates of compliance with all such laws.

* 1. **Taxes**

TSTC is tax exempt as a governmental subdivision of the State of Texas under Section 501C (3) of the Internal Revenue Code.

* 1. **Termination for Convenience**

TSTC, may, at its option and discretion, terminate the resulting contract for convenience and, at its option and discretion, may reduce the statement of work or other requirements of the contract at any time, without any default on the part of TSTC or the contractor, by giving thirty (30) calendar days notice thereof to the selected contractor.

* 1. **Termination for Default**

In the event that the services to be performed under this contract must be completed by a certain date, the Proposer is required to provide immediate notice at such time it has knowledge that it will be unable to perform the services within the time required.

* 1. **Insurance Requirements**

The Proposer/Awarded Vendor agrees to comply with the insurance requirements contained herein, if any.

INSURANCE REQUIREMENTS

9.1 All coverage must be provided in compliance with the General Conditions and on an occurrence basis, rather than claims made, and be provided through companies who have a minimal “Best’s” rating of A with a financial size category of X. The company must also be authorized to do business in the State of Texas and be acceptable to the Owner.

 The Contractor shall not commence work under this Contract until he/she has obtained all the insurance required hereunder, with the Owner as a named insured, and certificates of such insurance have been filed with and approved by the Owner. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor.

9.2 Contractor’s Liability Insurance

The limits of liability for the insurance shall provide coverage for not less that the following amounts or greater where required by Laws and Regulations:

* 1. Worker’s Compensation:
		1. State: Texas Statutory including Federal

b.) Employers Liability: $250,000 per Accident $500,000Disease, Policy Limit $250,000 Disease, each Employee

c.) The Owner shall require the Contractor to certify in writing that the Contractor provides Workers’ Compensation insurance coverage for all employees of the Contractor employed on the public project. A Subcontractor on the Project must provide such a certificate to the General Contractor relating to the coverage of the employees of the Subcontractor. The General Contractor shall provide the certificate of a Subcontractor to the Owner if requested. A Contractor who has a contract that requires Workers’ Compensation insurance coverage may provide the coverage through a group plan or other method satisfactory to the Owner.

* 1. Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractor’s Protective; Contractual Insurance; Independent Contractors; Products and Completed Operations; Broad Form Property Damage):

a.) Bodily Injury: $1,000,000 Each Occurrence

 $1,500,000 Aggregate

b.) Property Damage: $1,000,000 Each Occurrence

 $1,500,000 Aggregate

1. Products and Completed Operations to be maintained for specified years after final payment: $1,000,000
2. Property Damage Liability shall provide X, C, and U coverage.
3. Broad Form Property Damage Coverage shall include Completed Operations.
	1. Personal Injury, with Employment Exclusion deleted: $1,000,000 Aggregate
	2. Business Auto Liability (including owned, non-owned and hired vehicles):
	3. If the General Liability coverage’s are provided by a Commercial Liability policy, the:
		1. General Aggregate shall be not less than $1,000,000.
		2. Fire Damage shall be not less than $50,000 on any one fire.
		3. Medical expense limit shall be not less than $5,000 on any one person.
	4. Umbrella Excess Liability:
		1. $1,000,000 over Primary Insurance
		2. $25,000 retention for self-insured hazards each occurrence
	5. Contractual Liability Insurance

The Contractual Liability required shall provide coverage for not less than the following amounts:

 Bodily Injury: $ 750,000 Each Occurrence

$1,000,000 Aggregate

 Property Damage: $ 750,000 Each Occurrence

$1,000,000 Aggregate

* 1. Owner’s Liability Insurance

 The Contractor shall obtain at his expense an Owner’s Protective Liability Insurance Policy naming the Owner, its employees as insured, with the following limits:

 Bodily Injury: $ 500,000 Each person

$1,000,000 Each Occurrence

 Property Damage $ 500,000 Each Occurrence

$1,000,000 Annual Aggregate

* 1. Property Insurance
	2. Contractor shall purchase and maintain until final payment property insurance upon the Work at the site to the full insurable value thereof (subject to such deductive amounts an may be required by Laws and Regulations). This insurance shall include the interests of OWNER, CONTRACTOR, Subcontractors, in the Work (all of whom shall be listed as insured of additional insured parties), shall insure against the perils of fire and extended coverage, shall include “all-risk” insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in these Conditions, and shall include damages, losses and expenses arising out of our resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of Owners, attorneys and other professionals). If not covered under the “all-risk” insurance or otherwise provided in these Supplementary Conditions, **CONTRACTOR** shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment.
	3. The form of policy for this coverage shall be “Completed Value”.
	4. If by the terms of this insurance any mandatory deductibles are required, or if the Contractor should elect, with the concurrence of the Owner, to increase the mandatory deductible amounts or to purchase this insurance with voluntary deductible amounts, the Contractor shall be responsible for payment of the amount deductible in the event of a paid claim.
	5. Acceptance of Insurance

 If OWNER has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by CONTRACTOR on the basis of its not complying with the Contract Documents, OWNER shall notify CONTRACTOR in writing thereof within ten days of the date of delivery of such certificates in OWNER CONTRACTOR shall provide such additional information in respect of insurance provided as may reasonably request. Failure by CONTRACTOR to give any such notice of objection within the time provided shall constitute acceptance of such insurance purchased by the other as complying with Contract Documents

* 1. **Assignment**

The Proposer may not assign, transfer, convey, or subcontract this contract, any services to be performed as outlined in the RDP, or any of its obligations under this contract, in whole or in part, without the prior written approval from the College, which the College may withhold in its sole discretion.

* 1. **Audit of Records**

TSTC reserves the right to audit the records and performance of the Proposer during the term of this contract at any time during the contract period.

* 1. **Notices**

All notices, amendments, modifications, or alterations hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid addressed as follows:

|  |  |
| --- | --- |
| Texas State Technical College  | Contractor |
| Attn: Sharon Ferrill, CTP |  |
| 3801 Campus Dr. |  |
| Waco, TX 76705 |  |
| (254) 867-3778 or (254) 867-4804 |  |

* 1. **Entire Agreement**

The contract and its accompanying exhibits contain the entire understanding of the parties regarding the services or materials provided and supersede all prior agreements, oral or written and all other communications between the parties relating to the subject matter. This agreement may not be amended or modified, except by mutual written agreement between the parties.

* 1. **Ethics Conduct**

Any direct, or indirect, actions taken to unduly influence competitive purposes, to circumvent equal consideration for competitive bidders, or to disregard ethical and legal trade practices will disqualify vendors and contractors from current and future consideration for participation in TSTC orders and contracts.

* 1. **Drug Policy**

TSTC is a drug-free workforce and workplace. The manufacture, sale, distribution, dispensation, or use of illegal drugs or alcohol by vendors or contractors, while on TSTC premises, is strictly prohibited.

* 1. **Dispute Resolution**

The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used by TSTC and the Proposer to attempt to resolve any claim for breach of contract made by the Proposer.

**PROPOSAL FORM**

Request for Proposal ***RFP # 1220W Technical Center Hall Floor Abatement***

***LUMP SUM PROPOSAL***

(*Written*) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

***ADDENDUMS ACKNOWLEGED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

**RESPECTFULLY SUBMITTED:**

|  |  |
| --- | --- |
| Authorized Signature: |       |
| Printed Name and Title: |       |
|  |  |
| Name of Contracting Firm:  |       |
| Address: |       |
| Telephone and Email Adress: |       |
|  |  |
| Proposer's Corporate Charter No.: |       |
|  |  |
| If a Corporation, attest and affix a Corporate Seal: |       |
|  |  |
| by: |       |

**The undersigned, in accordance with you invitation for Proposal have examined the Project Documents, Specifications, all Addenda, and the site conditions of the proposed work; and being familiar with all of the conditions surrounding construction of the proposed project and having conducted all inquiries, tests, and investigations deemed necessary and proper, hereby proposes to furnish all labor, insurance, materials, machinery, tools, supplies, and equipment to perform all work required for the project.**

**The proposer acknowledges by his signature:**

* **Proposer has received, read, and understands the proposal documents, and his proposal is made in accordance therewith.**
* **Proposer is in agreement to:**
	+ **Hold-open his proposal for sixty (60) days from date of proposal opening**
	+ **Accept a purchase order as “Notice to Proceed”, if awarded on the basis of this proposal**
	+ **Comply with the schedule provided**
* **These proposals are submitted with a declaration that no employee of the Owner has a financial or beneficial interest in this transaction.**

**Texas Family Code Compliance Requirement:**

Firm Owner(s), Partners, Sole Proprietors, Share Holder(s)

of twenty-five percent (25%) interest:

|  |  |  |  |
| --- | --- | --- | --- |
| Name: |       | SSN: |       |
| Type Written |  |
|       | SSN: |       |
|  |  |
|       | SSN: |       |
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(Proposer may use bottom of page if necessary.)

**Exhibit A: Changes to be made to AIA Document A201-2007**

The following provisions need to be modified:

1. 15.3 – 15.4.(Page 39) Mediation and Arbitration
	* TSTC cannot agree to follow the dispute resolution process set out in AIA A201-2007.
	* As a state agency, TSTC must abide by section 2260.004 of the Texas Government Code and the following language should be used to resolve any disputed claim for a contract over $25,000.00:

*“(1) To the extent that Chapter 2260, Texas Government Code, as it may be amended from time to time ("Chapter 2260"), is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 shall be used, as further described herein, by Owner and Contractor to attempt to resolve any claim for breach of contract made by Contractor:*

* + - 1. *(A) Contractor’s claims for breach of this Agreement that the parties cannot resolve pursuant to other provisions of this Agreement or in the ordinary course of business shall be submitted to the negotiation process provided in subchapter B of Chapter 2260. To initiate the process, Contractor shall submit written notice, as required by subchapter B of Chapter 2260, to Owner in accordance with the notice provisions in this Agreement. Contractor's notice shall specifically state that the provisions of subchapter B of Chapter 2260 are being invoked, the date and nature of the event giving rise to the claim, the specific contract provision that Owner allegedly breached, the amount of damages Contractor seeks, and the method used to calculate the damages. Compliance by Contractor with subchapter B of Chapter 2260 is a required prerequisite to Contractor's filing of a contested case proceeding under subchapter C of Chapter 2260. The Chief Business Officer of Owner, or such other officer of Owner as may be designated from time to time by Owner by written notice thereof to Contractor in accordance with the notice provisions in this Agreement, shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims.*
			2. *(B) If the parties are unable to resolve their disputes under subparagraph (A) of this section, the contested case process provided in subchapter C of Chapter 2260 is Contractor’s sole and exclusive process for seeking a remedy for any and all of Contractor's claims for breach of this Agreement by Owner.*
			3. *(C) Compliance with the contested case process provided in subchapter C of Chapter 2260 is a required prerequisite to seeking consent to sue from the Legislature under Chapter 107 of the Texas Civil Practices and Remedies Code. The parties hereto specifically agree that (i) neither the execution of this Agreement by Owner nor any other conduct, action or inaction of any representative of Owner relating to this Agreement constitutes or is intended to constitute a waiver of Owner's or the state's sovereign immunity to suit and (ii) Owner has not waived its right to seek redress in the courts.*

*(2) The submission, processing and resolution of Contractor’s claim is governed by the published rules adopted by the Texas Attorney General pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.*

*(3) Owner and Contractor agree that any periods set forth in this Agreement for notice and cure of defaults are not waived.”*

1. 10.3.3 (Page 30) Owner Indemnity
	* As a state agency, TSTC cannot agree to this provision since we are prohibited from doing so by the Texas Constitution. Please see attached policy (“Explanation of Indemnification”) for reference.
2. 11.2 (Page 31) Owner’s Liability Insurance
	* As a state agency, TSTC does not acquire commercial general liability insurance. Please see attached policy (“Explanation of Insurance: General Liability Insurance”).

1. 11.3.1. (Page 31) Property Insurance
	* 11.3.1: Add the following sentence to this provision: “*This insurance is written with a deductible of $100,000 per occurrence with a deductible aggregate of $100,000*.”
	* 11.3.1.4: Replace original language with the following: “ *The Contractor shall at the Contractor’s own expense provide insurance coverage for materials stored off the site after written approval of the Owner at the value established in the approval, and also for portions of the Work in transit until such materials are permanently attached to the Work*.”
	* Add this provision: “*The insurance required by 11.3 is not intended to cover machinery, tools or equipment owned or rented by the Contractor that are utilized in the performance of the Work but not incorporated into the permanent improvements. The Contractor shall, at the Contractor’s own expense, provide insurance coverage for owned or rented machinery, tools or equipment.”*
	* Again, please see attached policy for further explanation (“Explanation of Insurance: Property/Facilities”)
2. 11.3.1.2 (Page 31) Inform in writing
	* All of these issues came up in a previous review I did of the AIA-201-1997. At that time you sent a letter notifying the Contractor that TSTC will not be purchasing insurance, and attaching our insurance policy to the letter. I recommend you do this again prior to commencement of work on a contract.

**Exhibit B: Explanation of Insurance**

**As a state agency, TSTC does not acquire commercial general liability insurance. Please see attached policy (“Explanation of Insurance: General Liability Insurance”)**

**GENERAL LIABILITY INSURANCE**

It is the stated policy of the State of Texas, and therefore TSTC as a state agency, not to acquire commercial general liability insurance for torts committed by employees of the state who are acting within the scope of their employment. Rather, third parties must look to the *Texas Tort Claims Act (Tex.Civ.Prac.& Rem. Code §101),* for relief with respect to property damage, personal injury, and death proximately caused by the wrongful act or omission or negligence of an employee acting within his scope of employment. One exception to the above stated policy of the state authorizes agencies and institutions of the state to acquire commercial automobile insurance for the use and benefit of their employees who operate state owned, motorized vehicles and special equipment. TSTC possesses insurance applicable to this exception [see below]. Students are responsible for securing their own insurance coverage.

**PROPERTY/FACILITES INSURANCE**

 Texas State Technical College’s Property/Facility insurance covers interest against physical loss or damage by covered perils to named property that is owned by TSTC. All TSTC buildings and contents are covered under this policy.

 TSTC possesses Boiler & Machinery insurance. Coverage includes equipment breakdown, property damage, hazardous substances, service interruption, demolition, etc.

 TSTC has Aircraft Physical Damage and Liability Insurance through the Texas Department of Transportation.

 TSTC also has a Commercial Crime Policy that covers employee theft and forgery.

**DIRECTORS AND OFFICER LIABILITY**

 State agencies may buy liability insurance for its officers and executive staff to cover (1) conduct described in *Texas Civil Practice & Remedies Code* §104.002 relating to negligence, civil rights violations, hazardous waste manifest and records, or if the Attorney General otherwise approves of indemnification, and (2) other conduct customarily covered under directors' and officers' liability insurance. Insurance may be bought with state funds to cover a director, officer, member of the governing board, or a member of the executive staff of the agency. The policy must be limited to providing coverage only for liability in excess of the state's liability under *Texas Civil Practice & Remedies Code* § 104.003.

 TSTC possesses Directors and Officers liability insurance. Coverage under this policy includes discrimination, sexual harassment, wrongful termination, and failure to promote among other allegations including third party.

## BUSINESS AUTOMOBILE LIABILITY

## TSTC possesses coverage for legal liability arising out of the use of owned, leased, hired, and non-owned autos. This policy is subject to the statutory caps applied by the Texas Legislature.

## WORKER'S COMPENSATION

Pursuant to §135.58 of the Education code, TSTC possesses workers’ compensation for its employees. An employee may notify their employer within five days of beginning work that they do not want to be covered by workers’ compensation and prefer to keep the common-law right to recover damages for personal injury or death. If the employee does not choose this option, then workers’ compensation is that employee’s exclusive remedy for an on-the-job injury. This means that the employee may not sue the employer or co-workers for damages.

 A state employee who has not opted out of the coverage, as discussed above, and who sustains an injury in the course of employment is entitled to receive compensation under this system. In the case of a fatality, the deceased employee’s legal beneficiaries are entitled to benefits. The term “injury” includes occupational diseases. A state employee is a person who is in the service of the state, whether that person is elected, appointed, or hired by oral or written contract, whose duties require that the person work in a political subdivision of the state, but who is paid from state funds. Certain peace officers, as identified in Chapter 501 of the Act, are also considered state employees for purposes of workers’ compensation.

However, the following people are **not** considered employees of the state for purposes of workers’ compensation:

* Independent contractors;
* Volunteers, except during a Governor-declared State of Emergency;
* Members of the state military forces, except while on active duty;
* Persons covered by federal workers’ compensation;
* Offenders; and
* Consumers or patients of a state institution or agency

Workers’ compensation claims of state employees are filed with and determined by the State Office of Risk Management, but income and medical benefit disputes are adjudicated by the Texas Department of Insurance, Division of Workers’ Compensation (DWC). The SORM executive director acts in the capacity of the insurer as an adversary before DWC and the courts and presents the legal defenses and positions of the state as the insurer. The SORM executive director is authorized to make rules and prescribe forms.

**Exhibit C: Explanation of Indemnification**

The State of Texas is immune from liability and from suit with respect to most causes of action against it under the doctrine of sovereign immunity. This means that the State of Texas cannot be sued in its own courts without its legislature's consent -- *Director of Dep’t of Agric. & Env’t v. Printing Indus. Ass’n, 600 S.W. 2d 264, 265-66 (Tex.1980).*  The [Texas Constitution](http://www.capitol.state.tx.us/txconst/toc.html) provides that the State cannot give, lend or pledge the credit of the State to any person, association or corporation, or make any grant of public monies to any person, association or corporation without express authority. [Article 3, Sections 50-52, Texas Constitution.](http://www.capitol.state.tx.us/txconst/articles/cn000300.html) Unless the Texas Legislature by resolution permits a suit against the State, the State is not authorized to pay claimants and likewise is unable to indemnify a third party for the expenses associated with defending against such a claimant since such an indemnity would be an unauthorized grant of public monies.

The Texas Tort Claims Act (Chapter 101, Texas Civil Practice and Remedies Code) provides a waiver of the State of Texas' sovereign immunity with respect to liability and suits against governmental units like Texas State Technical College, for property damage and personal injury (including death) proximately caused by the wrongful act or omission or the negligence of an employee acting within the scope of his or her employment; but, the property damage, injury, or death must have arisen out of the operation or use of a motor vehicle or motor-driven equipment or the condition or use of other personal or real property. Section 101.021 In cases falling within the parameters of the Texas Tort Claims Act, Texas has in effect consented to be liable and to be sued for the negligence of its employees and thus, TSTC can indemnify third parties against costs they may incur proximately caused by such negligence in the operation, condition or use of property. The limits of this liability are (i) $250,000 per person for personal injury or death, up to $500,000 per occurrence, and (ii) $100,000 per occurrence for injury to or destruction of property. Section 101.023

**Public Servants**

Public servants also have the limited right to indemnification by the state. Under Chapter 104 of the Civil Practice and Remedies Code, governmental employees, board members, and other public officials are entitled to this protection without regard to whether they perform their services for compensation. Indemnity protection is afforded eligible persons for acts and omissions taken in the course and scope of their service in cases based on constitutional, statutory, and even negligence grounds, or when the Attorney General determines that it would be in the interest of the state. The only claims excepted are those based on acts taken in bad faith, conscious indifference, or reckless disregard. Generally, the state will indemnify eligible persons for damages awarded against them in amounts up to $100,000 each, $300,000 per occurrence involving personal injury, death, or deprivation of a right, privilege, or immunity. The state will also indemnify eligible persons for damages awarded against them, up to $10,000 per single occurrence of damage to property. However, the State will not indemnify persons for amounts covered by insurance, except for damages that exceed statutory indemnification limits. [See *Policy Statement TSTC -- Explanation of Insurance*]

Public servants may be personally liable for punitive or exemplary damages awarded against them, or for damages that exceed the indemnification limits, listed above. Punitive or exemplary damages must be based on a finding that the employee has acted maliciously or in bad faith. In cases based on state law, public servants who are entitled to state indemnification, or who are covered by insurance, are not liable for damages in excess of $100,000. This limitation on personal liability does not apply to damages based on the U.S. Constitution or federal laws.

The Attorney General represents persons who are eligible for state indemnification. When public servants are sued and want representation from the Attorney General, they must notify the Office of the Attorney General within 10 days of service. Persons eligible for state indemnification also have the right to be co-represented by a private attorney of their choice, at their own expense. State defendants who choose to retain private co-counsel should inform the Office of the Attorney General of this decision as soon as possible.

**Exhibit D: Bond Requirements**

*REQUIRED BONDS*:

* + - 1. A Performance Bond is required if the Contract Price is in excess of $100,000. The Performance Bond is solely for the protection of the Owner. The Performance Bond is to be for the Contract Sum to guarantee the faithful performance of the Work in accordance with the Contract Documents. The form of the bond shall be approved by the Attorney General of Texas. The Performance Bond shall be effective

through the Contractor’s warranty period.

1. A Payment Bond is required if the Contract Price is in excess of $25,000. The payment bond is to be for the Contract Sum and is payable to the Owner solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or a Subcontractor. The form of the bond shall be approved by the Attorney General of Texas.

2. Bond Requirements. Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Owner and in compliance with the relevant provisions of the Texas Insurance Code. If any bond is for more than 10 percent of the surety’s capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized to do business in the State. A reinsurer may not reinsure for more than 10 percent of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall, within thirty (30) days after such loss, furnish a replacement bond at no added cost to the Owner.

3. Power of Attorney. Each bond shall be accompanied by a valid Powerof-Attorney (issued by the surety company and attached, signed and sealed with the corporate embosses seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

**Exhibit E: HUB Subcontracting Plan**

In accordance with Government Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit a State of Texas HUB Subcontracting Plan (HSP) within 24 hours of their solicitation response.

**PROJECT MANUAL**

**For**

ASBESTOS-CONTAINING MATERIALS ABATEMENT

### TECHNICAL STUDIES CENTER BUILDING

**300 Airline Drive, TSTC Campus**

**Texas State Technical College (TSTC)**

**WACO, TEXAS 76705**

##### BENAS PROJECT No. BA-11-1001

**VOLUME 1 OF 1**

#### ENVIRONMENTAL CONSULTANTS

**Post Office Box 739**

**COPPELL, TEXAS 75019**

**PHONE: 972/393-0128**

**FAX: 972/393-0793**

## INTERNET WEB SITE: WWW.BENAS.COM

#### ASBESTOS CONSULTANTS

#### LEAD-BASED PAINT CONSULTANTS

#### IN-DOOR AIR QUALITY CONSULTANTS

**ALL RIGHTS RESERVED**

**10-25-2011**

ASBESTOS ABATEMENT PROJECT DESIGN

& TECHNICAL SPECIFICATIONS

**FOR**

## TECHNICAL STUDIES CENTER BUILDING

**300 Airline Drive, TSTC Campus**

**Texas State Technical College (TSTC)**

**WACO, TEXAS 76705**

**PREPARED FOR**

###### TEXAS STATE TECHNICAL COLLEGE (TSTC)

**PHYSICAL PLANT DEPARTMENT**

**3801 Campus Drive**

**WACO, TEXAS 76705**

## ATTENTION: MR. MIKE RATLIFF, PROJECT MANAGER

**PREPARED BY**

## EPHRAIM N. OKOTCHA "EO"

**INDIVIDUAL ASBESTOS CONSULTANT**

**TDSHS LICENSE NUMBER 10-5399**

BENAS ENVIRONMENTAL SERVICES, INC.

## ENVIRONMENTAL CONSULTANTS

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Project Drawings

Results of Bulk Samples Analysis by Polarized Light Microscopy **(PLM)**

 **EXECUTIVE SUMMARY**

*Texas State Technical College* **(TSTC)** is seeking to remove asbestos-containing building materials **(ACM)** as specified. The project involves the complete removal of all later detailed non-friable ACM Flooring Materials located throughout the Hallways inside the Technical Studies Center Building. This building is located at 300 Airline Drive on the Campus of the Texas State Technical College (TSTC) in the City of Waco, McLennan County, Texas.

The areas for specific asbestos abatement are described in the Scope of Work and the drawings contained in these technical specifications. The schedule for the execution of the removal project is contained in the notifications filed with the Texas Department of State Health Services **(TDSHS)**. The project shall be completed as per the above reference notifications and these specifications. ***The abatement project shall be conducted according to start and stop dates contained in the notifications to the TDSHS.*** It should be stated that this building is currently scheduled for renovation.

This project is considered to be asbestos abatement prior to a building renovation to meet TDSHS notification requirements. Proper interpretation of the current National Emission Standards for Hazardous Air Pollutants **(NESHAP)** regulations as well as current Texas Asbestos Health Protection Rules **(TAHPR)** must be observed for this distinction. **BENAS Environmental Services, Inc.** from Coppell, Texas, shall be the Owner's representative **(consultant)** on this project. The testing laboratory **(industrial hygiene services)** selected by the Owner is also **BENAS Environmental Services, Inc.**

-------------------------------------------------------------------

invitation to bid

sealed bids for asbestos-containing materials abatement at the:

**Technical Studies Center Building** located on the Campus of

Texas State Technical College (TSTC)

 **3801 Campus Drive**

Waco, Texas 76705

**BENAS project number: BA-11-1001**

proposals shall be accepted on or before **3:00 P.M., Tuesday, November 29, 2011.** Any bids submitted after the stated time shall be returned unopened. recording time shall be by the clock in the office of Physical Plant Department at the Texas State Technical College (TSTC) and shall be.

plainly marked on the outside of the sealed envelope:

bid for asbestos-containing materials abatement in the:

Technical Studies Center Building

300 Airline Drive, TSTC Campus

Waco, Texas 76705

# BENAS project number: BA-11-1001

a pre-bid walk-through of the facility and the abatement work areas is mandatory for all interested bidders. this walk-through shall be conducted on **Monday, November 14, 2011, at 10:00 A.M. Prompt**. For information regarding this project and any clarification, please contact Ephraim N. Okotcha **“EO”** with BENAS. verification of site conditions and ACM quantities are the responsibilities of the bidder.

##  BENAS ENVIRONMENTAL SERVICES, INC.

##  P. O. Box 739

coppell, Texas 75019

phone: (972) 393-0128

fax: (972) 393-0793

##  BENAS PROJECT NUMBER BA-11-1001

**attention: mr. ephraim n. okotcha (“eo”), project consultant**

bid preparation shall be in accordance with the instructions to bidders found in this bid solicitation. bidders shall be pre-qualified as per restrictions in the solicitation to include years in asbestos abatement operations, references and number and size of projects completed. the owner reserves the right to waive any and all irregularities, and to reject any or all bids.

any claims for cost incurred by any bidder in the preparation of any part of their bid for this project will not be entertained or honored for reimbursement by the owner.

date of issuance: October 25, 2011.

 instructions to bidders

1.1 general requirements

1.1.1consideration: to be considered, bids must be made in accordance with these instructions to bidders. failure to comply with these instructions or any questions, or any requirements of the bidding documents may be cause for rejection of the bid.

* + 1. interpretations: should a bidder find discrepancies in or omissions from the specifications or drawings, or be in doubt as to their meaning, he shall immediately notify the consultant, BENAS environmental services, inc., who will promptly issue an addendum to the bid requirements and make available to all known specification holders. *neither the owner nor the consultant shall be responsible for any oral instructions. the consultant does not warrant the drawings and quantities to be totally accurate, and it is the contractor's responsibility to ascertain the accuracy of the drawings and quantities prior to bid opening*.

the contractor shall notify the consultant at least two days prior to the bid opening if any discrepancies in measured quantities large enough to affect the bid are discovered so that appropriate addenda may be issued. Failure to verify the consultant's estimates prior to the bid opening shall in no way relieve the contractor the obligation to complete the project at the original and agreed contract price.

1.1.3 addenda: any addenda to the specifications or drawings issued before the bid opening shall become a part of the contract. failure to acknowledge all addenda with the bid shall be considered as just grounds for rejection of the bid.

1.2 preparation of bid

* + 1. conditions of work: each bidder shall inform himself/herself of the conditions relating to construction of the project and employment of labor thereon. a pre-bid conference and walk through is mandatory for this project. It is also recommended that all interested bidders visit the site to assure themselves of quantities and site conditions. Interested bidders should contact **Mr. Mike Ratliff at (254) 867-3703** for access to this building. Detailed information and clarification of the scope of work should be directed to “EO” with BENAS Environmental Services, Inc. This building is available for viewing beginning **November 14, 2011 through November 28, 2011.**

failure of the contractor to inform himself of the conditions of work shall not relieve a successful bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of the contract. Insofar as possible, the contractor shall employ methods or means to cause neither interruption of nor interference with the work of other contractors, owner, other campus users and the residents.

all bidders shall be experienced with building materials used locally and shall familiarize themselves with the materials to be removed on this project (including their thickness, quantity, substrate type, type of protective coating, etc.).

Any special surfactant, wetting or removal techniques required by these materials shall be provided by the contractor at no additional cost to the owner.

1.2.2 laws and regulations: all applicable federal and state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project especially the Texas Department of State Health Services shall apply to the contract.

1.2.3 approved equal: the use of brand names within these specifications is to indicate the general quality of materials and equipment to be used. where brand names are used, the term "or approved equal" shall be included. the contractor shall provide sufficient product data to the consultant in order to determine whether the proposed product is of comparable quality as that specified.

1.2.4 submittals: bidders shall provide pre-contract submittals as required in these contract documents and these specifications.

1.2.5 licensing: a contract will not be awarded to a bidder whose bid is in conflict with the state licensing laws. the bidders state license number and date should appear on the outside of the bid envelope.

1.2.6 royalties and patents: the contractor shall be responsible for all royalties and license fees. he shall defend all suits or claims for infringement of any patent rights and shall hold the owner and consultant harmless from loss, including attorney's fees, on account thereof.

1.3 bidding

1.3.1 method: bids received on general contract shall include all asbestos abatement work, including associated temporary mechanical and electrical construction as shown on the drawings or specified herein.

1.3.2 subcontracts: the bidder is specifically advised that any persons, firms or other parties to whom it is proposed to award a subcontract under this contract shall be named on a list of subcontractors form, and shall be acceptable to the owner and the consultant.

the bid is made in good faith, and that the bidder shall execute the contract and furnish the bonds as required in the specifications and contract documents within ten (10) days after receipt of notice of acceptance of his bid.

failure or refusal by the bidder to execute and deliver the contract and bonds within ten (10) days after receiving notice of acceptance of his bid, shall result in forfeiture to the owner the security deposited as liquidated damages, not as a penalty.

the contractor agrees to commence work under the contract upon receipt of a written "notice to proceed" from the owner or consultant. bid security of the two lowest responsive bidders shall be retained until after the contract has been awarded and the bonds received by the owner but in no event longer **than seventy (70) days**. bid security of all except the two lowest responsive bidders shall be returned within ten (10) days after opening the bids.

1.4 bids

1.4.1 withdrawing bids: once the bid is submitted, it may be withdrawn before the scheduled opening time only upon receipt of a written request signed by person legally authorized to bind the bidder to the contract. if a bid is withdrawn, it may not be resubmitted. bids received after the time and date for receipt of bids will be returned unopened.

1.4.2 modifying bids: modifications to the bid may be made as "add" or "deduct" only, and must be in writing signed by a person legally authorized to bind the bidder to the contract. oral, telephone or telegraphic modifications to the bid will not be considered. after the time and date designated for the receipt of bids, a bid may not be modified, withdrawn or canceled by the bidder during the time period stipulated in bid form.

1.4.3 opening bids: all bids filed with the owner shall be opened at the bid opening time **(3:00 P.M. on Tuesday, November 15, 2011)**, and shall thereafter remain on file with the owner.

1.4.4 irregular bids: bids shall be considered irregular if they show any omissions, alterations of form, additions or conditions not called for, or irregularities of any kind. however, the owner reserves the right to waive any irregularities and to make the award in his best interest.

1.4.5 rejection of bids: the owner reserves the right to reject ANY or all bids.

1.4.6 disqualification of bidders: bidders shall be disqualified and their bids not considered for any of the following specific reasons:

reasonable grounds for believing that any bidder is interested in more than one bid for the work specified

the bidder being involved in any litigation against the owner

the bidder is in arrears on any existing contract or having defaulted on a previous contract

 lack of competency and/or concern in regard to the health hazards as revealed

by the pre-bid submittals, or omission of the required submittals

the bidder having a history of citations or job stoppage by regulatory agencies for noncompliance

1.5 contract

1.5.1 award of contract: it is the owners intent to award a contract based upon the lowest evaluated responsive bid submitted by a responsible bidder.

1.5.2 **N/A**

1.5.3 form of agreement: the agreement for the work shall be written on the form of agreement between owner and contractor.

1.5.4 execution of the contract: the successful bidder shall furnish the bonds, if necessary.***the bidder shall also submit required insurance certificates in the minimum of $1,000,000.00,*** sign the form of agreement, and deliver the documents to the owner within five (5) days after presentation of the form of agreement. TEXAS STATE TECHNICAL COLLEGE (TSTC) shall be named on the certificate of insurance as additional insured. the successful contractor shall provide proof of Texas workers’ compensation insurance in the amount equal or greater than the state of Texas minimum requirementfor the number of workers on site.

1.5.5 hours of operation: the successful bidder shall agree to perform all activities between the hours of 8:00 a.m. and 5:00 p.m. the start date for this project shall be in compliance with the notification schedules filed with the Texas Department of State Health Services. the total hours not to exceed eight (8) hours per day, unless requested or required to do so by the owner and agreed to by the consultant.

1.5.6 time of completion: the successful bidder shall agree to commence work on the date specified in a written "notice to proceed" and to fully complete the project within the calendar days indicated on the form of agreement between owner and contractor. the complete date shall be in compliance with the stop date on the notification to the Texas Department of State Health Services.

 end of section

**TECHNICAL SPECIFICATIONS**

**SPECIAL CONDITIONS:**

**This Building is scheduled to be renovated.** The chosen asbestos abatement contractor shall comply with all federal, state and local regulations and rules which guide asbestos abatement in the State of Texas including but not limited to those detailed in these technical specifications. The following is required of the chosen asbestos abatement contractor for this project:

**Waste Handling and Disposal**

1. The chosen abatement contractor shall provide a “Closed Metal (Steel) Disposal Dumpster” on site everyday throughout the duration of the abatement project. This dumpster must be locked at the end of each work day such that there is no public access to asbestos waste stored in the dumpster.
2. Each dumpster shall be full prior to pick up for disposal by the abatement contractor or a subcontractor retained by the abatement contractor.
3. All disposal manifests shall be type-written such that all entries are legible through all copies of the waste disposal manifest document.
4. The manifest for each load of waste shall be signed by the Consultant or the On-Site Project Manager retained by the Consultant in behalf of the Owner, prior to leaving the job site.
5. One copy of the document **(equivalent of the Green Copy)** shall remain with the Consultant or Project Manager prior to departure of the truck dumpster from the site.
6. Each load of waste that leaves the job site shall be taken straight to the approved asbestos disposal landfill selected by the abatement contractor as documented in the Notifications.
7. A copy of the receipt from the disposal landfill shall be returned to the Consultant or Project Manager next day immediately following disposal. No subsequent load of waste shall leave the job site or TSTC premises without the receipt of the previous load which documented proper disposal.

**Ephraim N. Okotcha “EO”, License No: 10-5399\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. All original copies of the waste shall be sent to the Owner Five Working Days following last load of waste removed from the facility.
2. Failure to follow the above stipulated procedures shall be grounds for work stoppage and possible contract termination.

OSHA Personal Compliance Monitoring:

The selected abatement contractor shall conduct Occupational Safety and Health Administration **(OSHA)** Personal Compliance on at least 20% of his workers every day, or a minimum of two samples per shift. If more than one crew or shift is performed simultaneously, minimum of 20% of the workers in each crew or shift shall be monitored per OSHA regulations and these specifications. All abatement activities in these building can be conducted with the Half Face Negative Pressure Demand Respirators**.** Half-face negative pressure demand respirators are permitted if fiber concentration inside the containment is below the OSHA permissible exposure limits **(PEL)** for this abatement project.

The security of the building under construction shall be the responsibility of the abatement contractor throughout the duration of the abatement project. The contractor shall secure the building at the end of each work shift or day. Missing or stolen of on-site equipment, including those of the abatement contractor, the consultant, sub-contractors or anyone else authorized to be on site, is not the responsibility of the building owner/manager, or the consultant. Should it be necessary, the contractor shall conduct a fire-watch each and every day throughout the duration of the abatement project.

Personnel and visitors’ safety during this abatement project shall be the responsibility of the abatement contractor. The contractor shall ensure that all persons, including all workers, the personnel of the Owner, consultant and/or air monitoring firm and visitors entering or leaving the work areas during this project are safe. The contractor shall provide on-site security throughout the duration of this project in compliance with these specifications and the contract documents.

**Ephraim N. Okotcha “EO”, License No: 10-5399\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

All vehicles including those of the contractor’s personnel operated within the premises of the Texas State Technical College property shall be insured in accordance with the State of Texas Department of Public Safety regulations. Proof of liability insurance and driver license shall be produced at the request of any authorized staff, especially those overseeing this project. **No Exceptions.**

The use of foul language(s) of any type, in any setting is forbidden of all persons within the premises of the Texas State Technical College. Those affected include the abatement contractor, his/her personnel, and/or subcontractor(s) retained by the abatement contractor, any visitors of the contractor and/or subcontractor(s). **No Exceptions.**

It is absolutely the responsibility of the abatement contractor to verify both quantities and/or assumed quantities of the ACM in designated locations in and/at the building, and site conditions prior to bidding. Failure to verify all quantities and site conditions SHALL NOT relieve the contractor the obligation to complete this project as, and in the manner specified.

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END OF SECTION

**1.0 SCOPE OF WORK**

The following is a *"Scope of Work"* to be performed for this project:

Technical Studies Center Building:

***1*** Removal and proper disposal of **approximately 9,578 square feet of non-friable ACM Flooring Materials located throughout the Hallways inside the Technical Studies Center Building. This building is located at 300 Airline Drive, on the Campus of the Texas State Technical College (TSTC) in the City of Waco, McLennan County, Texas (See Drawings)**.

One full-containment work area enclosure shall be constructed for the removal of the ACM flooring materials located on the interior Hallways of this building **(Drawings)**.

**This Full Containment Work Area Enclosure Shall Consist of:**

Two-layers of 6-mil fire retardant polyethylene sheeting covering all the walls **(No Splash Guards shall be permitted for the construction of this containment work area enclosure)**

Two-layers of 6-mil fire retardant polyethylene sheeting covering the floors, where and when necessary

One layer of 6-mil fire retardant polyethylene sheeting shall be utilized as critical barriers for all windows, doors, roof ventilation and attic spaces, immovable objects and fixtures, holes, air conditioning ventilation units, etc. **No Exceptions.**

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A full 3-staged wet decontamination unit shall be constructed for this full containment work area in this building **(See Drawings)**. The decontamination facility shall consist of an equipment room **(dirty room)**, a shower room and a clean room. Each compartment shall be separated by air locks. The decontamination unit shall be equipped with hot water, shampoo, soap and other necessary amenities for workers decontamination.**No Exceptions.**

All work areas shall be completely and adequately wetted-down with amended water prior to the start of preparation and construction of the containment work area in the interior hallways of this building. **No Exceptions**

As many Air Filtration Devices **(AFDs)** as necessary **(adequate number to be determined by the consultant)** shall be utilized in this full containment work area enclosure during this abatement project. The reading on the electronic manometer equipment for this full containment work area shall be a maximum of **–0.020** inch of water pressure differential.

Each AFD shall be capable of exhausting air at 2,000 cubic feet per minute **(CFM)**. A minimum of four **(4)** air changes per hour from each operational AFD is required for this project.

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The contractor shall stop all abatement activities whenever the manometer reading is above **–0.020** inch of water pressure differential. The manometer equipment shall be calibrated each day prior to the start of abatement operations. Should the contractor work more than one shift per day or at a time, all manometers shall be calibrated before the start of work for each shift. The electronic manometer shall be equipped with a printer and programmed to print out the pressure readings every two minutes at a minimum. **No Exceptions*.***

One functional AFD shall be on stand-by in this full containment area at all times throughout the duration of the abatement project, as an emergency backup unit. Also, one AFD unit shall be stationed inside the containment to scrub and distribute the interior-containment air to avoid dead spaces.

The AFDs in this containment work area enclosure shall remain operational (Running) throughout, including night times until successful final clearance testing.All removal work shall be done by hand scrapping. No mechanical equipment shall be utilized during this abatement project. Any methods other than those specified herein shall be with the approval of the building owner and the consultant. **No Exceptions.**

The consultant shall conduct initial exposure assessment by background ambient air monitoring in each work area to determined initial respiratory requirements. However, half-face negative pressure demand air respirator **(Half-Face)** equipped with HEPA filters may be utilized if fiber levels inside the mask are within the clean-air standards.

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ACM waste generated during this abatement project shall be disposed of in an approved landfill, such as Avalon, Texas. Each load of waste taken out of this facility during this project shall have a separate **Waste Disposal Manifest**. All double-bagged waste shall be labeled with the generators name, address, telephone number and the contact person. **No Exceptions**

The consultant or owner shall sign every waste manifest. The original copy from the landfill shall be delivered to the owner no later than five days from job completion. **No Exceptions*.***

The abatement contractor, his supervisors and workers must be licensed and certified by the TDSHS to perform asbestos abatement operations in the State of Texas, in accordance with all applicable federal, state and local regulations guiding the handling of asbestos abatement.

**----------------------------------------------------------------------**

**All clearance air testing shall be by aggressive methods for this project. Project air samples collected throughout this project shall be analyzed by Phase Contrast Microscopy (PCM). All project air samples collected throughout this project shall be analyzed by a TDSHS licensed asbestos PCM laboratory.**

**The testing laboratory shall participate in an approved quality control quality assurance program (QCQA), such as Proficiency Analytical Testing (PAT), or the Asbestos Analyst Registry (AAR) administered by the American Industrial Hygiene Association (AIHA). No clearance samples shall contain fiber levels greater than 0.010 f/cc for this project (in compliance with TDSHS regulations and these specifications).**

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The abatement contractor shall re-clean and re-encapsulate each contained work area if the result of any sample(s) in the first set of clearance air samples contains fiber levels greater than 0.010 f/cc. No Exceptions

Re-testing costs including the consultant’s time and material expenses shall be at the expense of the abatement contractor. The consultant’s time and material expenses shall not exceed $75/Hour or $750 for a ten-hour shift, per these specifications.

**NOTE:** It should be stated that all fibers should be counted according to the recommended A-Counting Rules of the National Institute of Occupational Safety and Health **(NIOSH)** 7400 Methods. These methods do not distinguish between asbestos and non-asbestos fibers.

When the area is certified acceptable by the consultant in writing, the contractor may dismantle the work area enclosure in a manner to ensure no re-contamination occurs. The dismantled enclosure shall be disposed of as asbestos waste.

**\*\*\*REPEAT\*\*\***

It is absolutely the responsibility of the abatement contractor to verify site conditions and all quantities. Failure to verify site conditions and all quantities shall not relieve the contractor of the obligation to complete this abatement work as specified.

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**General Notes:**

The schedule for this abatement work shall be Monday through Friday. A maximum of 8 hours per day, beginning at 7.00 a.m. till 4.00 P.M. shall govern.

The chosen abatement contractor shall provide enough workers each day for the performance of the abatement work, in order to complete the project within the notification schedules to the TDSHS and these specifications.

Hours outside those mentioned above should be with the approval of the building Owner and the consultant.

Contractor shall provide his own OSHA mandatory personal compliance monitoring for his workers, in accordance with federal **(OSHA)** and TDSHS regulations, as well as these specifications. **No Exceptions*.***

BENAS may elect to perform OSHA personal compliance monitoring for the abatement contractor's personnel, if requested.

**For Contractor to Provide Own OSHA Monitoring, the following shall Apply:**

Contractor’s air monitor technician to be utilized for the collection of personal air samples must be currently licensed and certified by the State of Texas **(TDSHS)**.

The contractor shall monitor a minimum of 25% of his workers every day throughout this project, per these specifications.

All previous day’s air sample results shall be ready and posted at the entrance(s) into the decontamination chamber prior to the start of abatement activities each day throughout the duration of this project. No abatement activities shall commence without the previous day’s results. **No Exceptions*.***

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A copy of the previous day air samples results shall be made available to the consultant each day before the start of abatement operations.

Calibration of the personal sampling pumps shall be performed each day in the presence of the consultant.

Quality control protocol including blind recount, coefficient of variation for the PCM analyst shall be provided to the consultant each day prior to the start of abatement activities for that day.**No Exceptions.**

Historical data **SHALL NOT** be allowed for the documentation of worker exposure throughout the duration of this abatement project, in accordance with these specifications and the contract documents.

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Contractor may use existing water and electricity from the site. Licensed electricians must supervise any and all electrical work that is required during the normal operation of the project. The work includes, but not limited to, insulating or removing new or existing light fixtures and/or transformers; establishing temporary electrical service; or insulation of temporary lights.

Also, contractor shall provide all water hoses in OSHA approved connectors and accessories in order to provide water at the needed locations throughout the abatement project.

**NOTE:** If the owner is unable to provide electric power or water supply for this project, the contractor shall provide his own electric power by generators, etc. and adequate water supply for the abatement work.

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**\*\* A mandatory pre-construction meeting shall be held at the project site location prior to the start of abatement activities. The chosen abatement contractor's competent person, On-Site Supervisor(s) shall be in attendance at this meeting. This meeting can be scheduled on the same day as the start date for this abatement work in accordance with the notification schedules with the TDSHS and these technical specifications.**

**NOTE: American Institute of Architecture (AIA) Document A201 ‘General Conditions of the Contract for Construction’ is hereby adopted by reference, as if it is copied into the specifications and contract documents. All bidders are required to be familiar with the articles and provisions of this document.**

**DRAWINGS:**

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**GENERAL OVERVIEW**

The purpose of this project entails the complete removal of all later detailed ACM flooring materials in all the Hallways inside the Technical Studies Center Building. This building is located at 300 Airline Drive on the Campus of the Texas State Technical College (TSTC) in the City of Waco, McLennan County, Texas. Also, this building is currently scheduled for future renovation and remodeling.

All work shall be performed in compliance with these specifications, the United States Environmental Protection Agency **(USEPA)**, and National Emissions Standards for Hazardous Air Pollutants **(NESHAP)**. Also, Occupational Safety and Health Administration **(OSHA)**, Texas Asbestos Health Protection Rules/Act (**TAHPR**), Texas Commission on Environmental Quality **(TCEQ)** and any other applicable federal, state and local governmental regulatory agencies’ requirements must be complied with.

Furthermore, the recommendations of the National Institute for Occupational Safety and Health **(NIOSH 7400 Methods)** with respect to respiratory protection program, the collection and analysis of air samples before, during and after the abatement work shall be adhered to.

Finally, this project ***SHALL*** be completed strictly according to detailed requirements of these specifications and the contract documents. In any event where the requirements of these specifications and contract documents are in conflict with applicable federal, state or local regulations guiding the handling and abatement of ACM in the State of Texas, the most stringent requirements shall apply.

**OBJECTIVES**

The objective of this project is to safely remove all asbestos-containing building materials enumerated above, which are located in the interior hallways inside the Technical Studies Center Building on the Campus of the Texas State Technical College in Waco, McLennan County, Texas. All federal, state and local governmental agencies’ regulations and requirements shall be complied with for this project. **No Exceptions.**

Effort shall be made to:

1. Remove all specified ACM from the above described property interior and exterior areas.

2. Prevent any person or persons from inhaling asbestos fibers.

3. Prevent any asbestos contamination of: Adjacent work areas, and the general environment throughout the project duration.

1. Ensure all asbestos wastes are disposed of completely and properly and to provide the Owner with documentation indicating proper disposal.

5. Maintain a safe working environment throughout the duration of the project.

1. Accurately document all project activities.

**2.0 CONTRACTOR'S RESPONSIBILITIES**

Abatement contractors are directed to carefully examine these specifications prior to bidding and before the start of abatement operations, as well as during the course of asbestos abatement activities to ensure that adequate resources are devoted to meet the approved schedules, contract documents, notifications and these specifications. The chosen abatement contractor is responsible for carefully examining site conditions and all quantities prior to the start of abatement work. Failure to verify all quantities and side conditions shall not relieve the contractor the obligation and responsibility to complete this abatement project as specified in the contract documents and these specifications.

**2.1 Coordination with Independent Testing Laboratory**

A. The abatement contractor shall fully cooperate with the independent testing laboratory (Consultant) personnel in providing access to all work locations.

B. The contractor shall furnish incidental labor facilities to:

i) Provide access to all work locations to be tested and

ii) Facilitate inspections and testings.

C. The contractor shall notify the testing laboratory sufficiently in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.

D. Payment for laboratory's time if the work area is not ready for testing when scheduled shall be at the contractor's expense. Laboratory’s time and materials expenses shall not exceed $75.00 per hour, or $750 for a ten-hour work shift.

**2.2 Notifications**

The contractor is responsible for ensuring that proper notifications have been filed with all regulatory agencies having authority over proposed abatement work, including but not limited to the city, county, state and/or federal agencies, especially the TDSHS.

Either the building Owner or the consultant can file the notification schedules to the TDSHS; however, the Owner is responsible for the payment of notification fees to the TDSHS.

**2.3 Materials and Equipment**

The contractor shall provide all items, articles, materials, operations or methods listed or mentioned, including all labor, materials, equipment, applicable permits and notifications, and all incidentals necessary and required for their use to complete the abatement work specified in the manner and time specified.

The contractor shall supply all protective equipment (protective clothing, respirators, cover glasses, steel toe boots, etc.) for all personnel entering any area exposed to asbestos dusts, including the Owner, personnel of the testing laboratory and authorized visitors.

**2.4 Contractor's Effort**

The contractor shall provide all personnel, equipment, supplies and facilities necessary to complete this project as specified in the detailed Scope of Work for this project **(See Scope of Work Above).**

**2.5 Personnel**

**2.5.1 Supervisor**

A. The on-site supervisor(s) must be currently licensed with the State of Texas Department of State Health Services (**TDSHS)** to manage any asbestos abatement operation for this project.

B. The supervisor(s) must be present at the project site 100% of the time during active removal phase of this project. Also, the supervisor **SHALL** enter into the contained work area at least 25% of the time during active removal operations, in accordance with TDSHS regulations and these specifications. **No Exceptions.**

**2.5.2 Employee Conduct**

1. Any employee whose conduct is offensive to the Owner or the consultant, or any employee apprehended on Owner-owned or controlled property with alcoholic beverage, or any form of controlled substance on his person, or is suspected of having consumed the same, will be brought to the attention of the contractor's on-site supervisor. The supervisor shall take action(s) appropriate to the circumstances. Such action to include, but not limited to dismissal from the premises.
2. Any person found to be deliberately disposing of asbestos waste in any manner other than those outlined in these specifications, or who is recklessly exposing himself, fellow employees, or the general public to asbestos materials, or engaging in activities that are unnecessarily hazardous to himself, fellow employees, or the general public, will be brought to the attention of the contractor's supervisor.

The supervisor shall take appropriate action(s) to include, but not limited to, dismissal from the premises.

C. Smoking, eating, drinking or the application of cosmetics within the restricted work areas during active abatement operations is prohibited and will not be allowed.

**2.6 Temporary Facilities and Controls**

**2.6.1 Water for Construction**

The Owner shall provide water to be used during the abatement project. The contractor shall provide temporary facilities or other items required to properly transport the water to the location where it is needed, including water hoses and airless sprayers where necessary.

If the Owner is unable to provide water for construction or abatement operations, the contractor shall provide own water for all construction activities during this project, in accordance with the contract documents and these specifications.

**2.6.2 Electricity for Construction**

The Owner shall provide electrical energy as required for all branches of the work, to operate equipment and to provide artificial lighting. The contractor shall provide temporary wiring and outlets as required. All electrical sources must be equipped with ground fault interrupter system (GFI).

If the Owner is unable to provide electrical energy (power) for construction or abatement operations, the contractor shall provide own electrical energy (power) for all construction activities during this project, in accordance with the contract documents and these specifications.

Any electrical work that is required during the normal operation of this project must be supervised by licensed electricians. The work includes, but not limited to, insulating or removing new or existing light fixtures and/or transformers; establishing temporary electrical services; or insulation of temporary electrical fixtures.

**2.6.3 Handling Materials**

The contractor shall properly care for and protect materials and equipment at the job site. Placement of building materials and equipment at the site shall be subject to the approval of the Owner.

**2.6.4 Cleaning**

The contractor shall keep the premises clean at all times during the abatement operations. Upon completion of all abatement activities, the contractor shall ensure that the areas surrounding the project are in a neat and clean condition as approved by the Owner.

**2.6.5 Barricades, Walkways and Work Area Barriers**

**The Contractor Shall:**

1) Maintain, at all times adequate barricades and enclosed walkways to

 protect the workmen and the general public from injury.

1. Erect and maintain restricted work areas with full three-stage wet decontamination facilities, which shall include an equipment room (dirty room), a shower room and a clean room.

The decontamination chambers shall be constructed with two layers of 6-mil fire retardant black resilient polyethylene sheeting barriers to prevent access to any asbestos dusts and/or materials at the work areas. The decontamination corridor shall be secured from entry by unauthorized persons at all times, including night times when no abatement operations are in progress.

1. Upon completion of the abatement work at any and all location(s), the contractor shall remove all polyethylene sheeting barriers and all other items from the project site.

**2.6.6 Signs**

A. No signs or advertisements shall be displayed without the approval of the Owner.

B. The location of the signs if any, must meet the approval of the Owner.

**2.6.7 Security**

**The Contractor shall provide adequate security to ensure that:**

1. The restricted asbestos abatement areas are not entered by unauthorized persons

2. Unauthorized persons are prevented from accessing any asbestos waste material

3) Every person who enters any restricted asbestos abatement areas are logged in and out

**2.6.8 Asbestos Waste Storage**

Asbestos waste must be removed daily from the abatement areas. Temporary on-site storage of waste outside the immediate abatement areas will be allowed in containers secured from the general public (truck, dumpster, etc.). Asbestos wastes (bags, drums, etc.) will not be stored in direct contact with the ground.

**2.6.9 Restrooms**

The Owner may provide portable toilet restrooms for use by contractor’s personnel.

**2.6.10 Notifications, Permits, Warning Signs, Labels and Posters**

**The Contractor shall perform the following tasks:**

1. Ensure proper notifications to the TDSHS and any other federal, regional, state, and local authorities having jurisdiction over the project within time frames specified by the individual authority.

2) Owner is responsible for the payment of necessary notification fee(s) to the TDSHS.

3) Secure all the permits and exemptions required for the work,

including disposal of asbestos in an approved landfill.

4) Provide the names, addresses and telephone numbers of approved waste disposal site(s). Provide signed copies of Hazardous Waste Disposal Manifests issued by the TCEQ which documents proper waste disposal in the State of Texas, and deliver to the Owner within five working days after the completion of the abatement project.

1. Erect warning signs around the work areas, and also at every potential points of entry into the restricted work areas from the outside. The warning signs shall be a bright color so that they will be easily noticed. The size of the sign and the lettering shall be no less than OSHA requirements.
2. Label all plastic bags and drums utilized to transport contaminated material to the landfill as required by regulations. Provide any signs, labels, warnings, and posted instructions that are necessary to protect, inform and warn the general public (people) of the hazards from asbestos exposure. All signs shall be in English and Spanish Languages.

**a. Per OSHA Regulations: 29 CFR 1926.1101, warning signs shall**

**Read:**

**DANGER**

**ASBESTOS**

**CANCER AND LUNG DISEASE HAZARD**

**AUTHORIZED PERSONNEL ONLY**

**RESPIRATORS AND PROTECTIVE CLOTHING ARE REQUIRED IN THIS AREA**

**b. Per OSHA Regulations: 29 CFR 1926.1101, warning signs shall**

**Read:**

**DANGER**

**CONTAINS ASBESTOS FIBERS**

**AVOID CREATING DUST**

**CANCER AND LUNG DISEASE HAZARD**

**c. Per U.S. Department of Transportation, warning labels shall Read:**

**R Q HAZARDOUS**

**SUBSTANCES,**

**SOLID, NOS,**

**ORM-E, NA 9188**

**(ASBESTOS)**

**2.6.11 Emergency Precautions**

A. The Contractor shall establish emergency exits from the work area.

1. The Contractor shall be prepared to administer first aid to injured personnel after decontamination from the exclusion zone. Seriously injured personnel shall be treated immediately or evacuated without decontamination.

When an injury occurs, the Contractor shall stop work and implement fiber reduction techniques (e.g. amended water spraying and hosing down) until the injured person has been removed from the work area(s).

**2.6.12 Respiratory Protection**

The minimum respiratory protection requirements for this project are summarized as follows:

1. Air Purifying Respirators may be used (negative pressure half-face or full-face masks only) where the concentration of fibers in the work area may reasonably be expected not to exceed 0.010 fibers per cubic centimeter of air (0.010 f/cc).

2. Powered Air Purifying Respirators (PAPRs) may be used where

the concentration of fibers in the work area may be reasonably expected not to exceed 1.000 fibers per cubic centimeter of air (1.000 f/cc). The protection factor for the PAPR shall be 1,000, in accordance with OSHA regulations and these specifications.

3. Type "C" Positive Supplied Air or Self Contained Breathing

Apparatus (SCBA) air with continuous flow or pressure demand clasp must be used where fiber concentration in the work area can be reasonably expected to exceed 3.00 fibers per cubic centimeter of air (3.00 f/cc).

**NOTE:** The above-described respiratory protection is based on an eight-hour time-weighted average (TWA) or a ceiling concentration.

1. If any air samples collected during the abatement process have elevated fiber levels in excess of the limits permissible for the type of respirator being used, respiratory protection must be upgraded. All abatement activities shall be stopped until fiber concentration in that work area is brought down to acceptable levels. It is the responsibility of the contractor to secure enough and approved respiratory protective devices available to complete the abatement project on schedule for any foreseeable contingency.

2. If Type "C" Supplied Air or SCBA type Respirators are used, at least two spare units provided by the contractor shall be available at all times for use in the case of emergency, and/or by the Owner, Owner's Representative, or any other authorized personnel.

The Type "C" Respirator shall be worn with a belt to minimize the possibility of dislocating the facemask when the hose is snagged in the work area.

**2.6.13 Disposal Activities**

A. It is the responsibility of the contractor to determine current waste handling, transportation, and disposal regulations for the work site and for each waste disposal landfill. The contractor must comply fully with these regulations and all United States Department of Transportation **(USDOT)**, State, Local and USEPA requirements, especially waste handling requirements stipulated by the TCEQ.

B. All containers of asbestos wastes shall be decontaminated prior to loading onto the vehicle transporting the material to the landfill. Wastes shall be bagged inside the contained or restricted work area and placed in a second bag or drum, which must be decontaminated in the contamination-reduction zone (the decontamination unit) before transfer into the dumpster. Alternative methods shall be considered if shown as effective as this method.

C. The contractor shall dispose of asbestos waste from this project in landfills approved by the TCEQ as authorized disposal facilities for asbestos. All double-bagged ACM waste must be marked with the "Originator's (Owner) name, address and telephone numbers. The contractor shall employ only a licensed asbestos transporter for this effort. Disposing or attempting to dispose of asbestos waste via sanitary sewers, city waste systems or by placing in unoccupied area, is prohibited and will be grounds for immediate cessation of work under this contract until the material is recovered and disposed of correctly and disciplinary actions are taken.

D. The contractor shall document actual disposal of the waste at the designated landfill by completing all asbestos waste disposal manifests and appropriate chains-of-custody, and forwarding the originals to the Owner within five days of completion of the project.

**2.7 Encapsulation**

A sealant coat shall be applied after removal of all asbestos materials. This coat is designed to encapsulate any trace amounts of asbestos fibers that may be present in the air even after the best removal effort. It should remove moisture from the base material to help ensure proper bonding where applicable.

1. **Encapsulant:** The Contractor shall use penetrating type encapsulant designed for asbestos control and suitable for painting

 or spray-on materials, specified elsewhere.

**Class "A":** Interior finishes, flame spread 0 to 25, smoke developed 0 to 450. The encapsulant should be tinted a contrasting color. Application rate shall be as recommended by the manufacturer. These or equivalent shall be used:

"SK-13'1C" as manufactured by National Cellulose Corporation, 12315 Robin Boulevard, Houston, Texas 77045. Telephone number: (713) 433-6761.

1. Any proposed substitute must be requested in writing to the

owner and/or consultant, and must be approved prior to use.

**Tools and Equipment**

A. **Airless Sprayer:** An airless sprayer, suitable for application of encapsulating materials shall be used wherever possible.

B. **Asbestos Filtration Devices (AFDs):** All Asbestos filtration devices utilized for this project must be equipped with high efficiency particulate air (HEPA) filter. Negative Air Pressure Machines capable of exchanging the air inside the containment are required. A minimum of four air exchanges per hour is required inside the containment for this project.

1. **Scaffolding:** Scaffolding, as required to accomplish the specified work, shall meet all applicable safety regulations, especially the OSHA standards.

**Execution**

**2.9.1 Pre-Asbestos Abatement Preparations**

1. Prior to any abatement work in any area, the contractor shall:

seal off the entire area to anybody other than trained personnel and authorized visitor(s); install and maintain two layers of six mil resilient polyethylene sheeting barrier of the containment work area enclosure; erect signs around the perimeter in accordance with USEPA, NESHAP, OSHA, TDSHS and this specifications; provide 24-hour security against unauthorized entry during abatement process; and maintain a log of all people entering and exiting the work place.

B. Thoroughly decontaminate through wet cleaning and/or HEPA vacuuming all walls, carpets, lighting fixtures and other items that were not removed by the Owner.

**2.9.2 Utilities**

The contractor shall provide all necessary connections for temporary utilities in the work place during the abatement work. The temporary electrical power shall be utilized in accordance with OSHA and Electrical Code for Wet Environment.

**2.9.3 Asbestos Removal**

A. All ACM shall be removed according to the stipulations of these specifications.

1. Immediately following removal, the wetted asbestos shall be packed into labeled six-mil plastic bags to prevent the material from drying. The excess air in the bags will be exhausted in the work area prior to sealing the bags.

Pack and seal all bagged materials in drums and/or containers, which are also labeled or alternatively sealed in double bags of six-mil plastic. Thoroughly clean the exterior of the bags or sealed drums prior to loading onto the truck for transportation to the landfill. Alternative procedures must be approved in writing by the consultant before work starts.

1. Disposal shall be in a landfill meeting USEPA, TDSHS and TCEQ

requirements. The contractor shall not throw bags into the landfill in a manner that may cause the bags to burst open. If the bags cannot be taken out of the drums undamaged, then include the disposal of the drums with the bags. Ensure that the bags are not opened in the process.

D. All used plastic, tapes, cleaning materials; clothing and filters shall be treated and disposed of as asbestos waste materials.

**2.9.4 Final Asbestos Decontamination and Testing**

After the removal of asbestos has been completed and before removal of any barriers, the entire work area shall be thoroughly wet-cleaned and/or vacuumed with HEPA filtered vacuum cleaner. Following the successful inspection and final testing as specified herein, remove all HVAC filters and dispose of them as asbestos waste. All equipment used in the work area, such as negative air units, scaffold, ladders, vacuum cleaners, masks, hard hats, etc., shall be thoroughly decontaminated through wet cleaning, HEPA and/or vacuumed prior to removal from the work area.

After detailed cleaning has been completed, the consultant shall perform a visual inspection to ensure that all ACM and contaminated debris have been properly removed and the entire containment area is clean and dust free.

**Following a thorough visual inspection, clearance air testing shall be conducted by aggressive methods for the contained work areas throughout this project.** **Air samples collected shall analyzed by Phase Contrast Microscopy (PCM). All air samples collected throughout this project shall be analyzed by a TDSHS licensed asbestos PCM laboratory.**

**The testing laboratory shall participate in an approved quality control quality assurance program (QCQA), such as Proficiency Analytical Testing (PAT), or the Asbestos Analyst Registry (AAR) administered by the American Industrial Hygiene Association (AIHA). No clearance sample(s) shall contain fiber levels greater than 0.01 f/cc for this project in accordance with TDSHS regulations and these specifications.**

The abatement contractor shall recline and re-encapsulate the containment if the result of any one sample in the first set of clearance air samples, contain fiber levels greater than 0.01 f/cc.

Re-testing costs including the consultant’s time and material expenses shall be at the expense of the abatement contractor. The consultant’s time and material expenses shall not exceed $75/Hour or $750 for a ten-hour shift, per these specifications.

**NOTE:** It should be stated that all fibers are counted according to the recommended A-Counting Rules of the National Institute of Occupational Safety and Health (NIOSH) 7400 Methods. These methods do not distinguish between asbestos and non-asbestos fibers.

When the Owner's representative (consultant) certifies the area acceptable in writing, the contractor may dismantle the remainder of the containment(s) in a manner to ensure no re-contamination occurs. The dismantled containment(s) shall be disposed of as asbestos waste.

**2.9.5 Post-Abatement Submittals**

The contractor shall provide a final report which contains signed copies of the hazardous waste disposal manifests, OSHA personnel compliance air monitoring records, copies of required insurance certificates, and copies of the daily project logs.

A copy of the contractor’s final report shall be made available to the consultant and the building Owner.

**3.0 LABORATORY RESPONSIBILITIES**

Except as otherwise specified, the Owner shall separately employ the services of an Independent Testing Laboratory (Laboratory) to perform sufficient ambient air monitoring samples to determine if the contractor is complying with the requirements of these specifications, as well as federal, state and local regulations guiding asbestos handling and abatement. Teaming arrangements between the abatement contractor and the testing laboratory are allowable in this circumstance, but separate employment by the Owner is required.

The Laboratory shall perform air monitoring and testing during abatement work and cleaning operations, and shall collect PCM clearance air monitoring samples upon completion of the abatement work in each identified area. A Texas licensed asbestos PCM Laboratory shall analyze these samples.

1. The Laboratory shall conduct air monitoring in accordance with the method prescribed by Section 1926.1101 of the OSHA regulations.

2. If the level of airborne fibers as measured by the PCM clearance air monitoring and testing is greater than 0.01 f/cc for any one sample, additional clearance air monitoring and testing shall be performed at the contractor's expense until the level of airborne fibers is at, or below the stipulated TDSHS regulated clean air standard of 0.01 f/cc.

**3.1 Laboratory Duties**

A. Cooperate with the Contractor; provide qualified personnel after due notice.

B. Perform specified ambient air sampling and testing:

 1. Comply with specified standards (See Section 7.0); and

 2. Ascertain compliance of materials and work procedures with requirement of contract documents.

C. Promptly notify the contractor and the Owner of observed irregularities or deficiencies of work or products.

D. Stop all abatement operations if gross negligence and irregularities are observed, or for non-compliance with regulated, recommended and/or applicable work practices and procedures, as well as these specifications.

E. Promptly submit written report of each test and inspection; one copy each to Owner and contractor. Each report shall include:

1. Date Issued.

2. Project title, number and building identification.

 3. Laboratory name, address and telephone number(s).

 4. Name and signature of a laboratory inspector and/or

 microscopist.

5. Date and time of sampling or inspection.

6. Location of sample or test in the project.

7. Type of inspection or test.

8. Results of tests and compliance with Contract Documents.

F. Perform additional tests as required by the Owner.

G. Perform additional clearance air monitoring and testing at the contractor's expense when initial clearance and tests indicate a level of airborne asbestos fibers over 0.01 f/cc in any one sample collected inside the containment work area.

**3.2 Authority of the Laboratory**

**The Laboratory is authorized to:**

1. Release, revoke, alter or enlarge on the requirements of the scope of work and applicable specifications;

2. Approve or accept any potion of the work.

**3.3 Notification**

The laboratory shall notify the Owner and the contractor of the results of the PCM clearance results within two hours of completion of such testing and analysis.

Initial notification of test results shall be either by telephone, facsimile, or in writing within the times specified above. If initial notification is by telephone, written notification shall be submitted three days after initial notification to the Owner and the contractor.

**4.0 OWNER'S RESPONSIBILITIES (CONSULTANT)**

**4.1 Pre-Asbestos Abatement Preparations**

The consultant shall inspect the work site prior to the commencement of abatement activities to document conditions, which might impact the contractor's ability to meet his obligations.

**4.2 Authority to Stop Work**

The Owner or Owner's representative (consultant) has the authority to stop the abatement work at any time he determines that conditions are not within the specifications and applicable regulations. The cessation of work shall continue until conditions have been corrected and corrective steps have been taken to the satisfaction of the consultant. Standby time required to resolve violations shall be at the contractor's expense.

**5.0 PROJECT COORDINATION AND PROCEDURES *(REHATCHED)***

**5.1 Project Coordination**

Contractor shall provide a full-time Superintendent who is experienced in administration and supervision of asbestos abatement projects including work practices, protective measures for building and personnel, and disposal procedures. This person is the Competent Person as set forth in OSHA 29CFR 1926.1101, and is the contractor’s representative responsible for compliance with all applicable federal, state and local regulations and must meet the criteria for the TDSHS licensing requirements. This person must have had a minimum of five (5) years of on-the-job experience and meet any additional requirements set forth in OSHA 29CFR 1926.1101 as amended June 29, 1998.

**5.2 Special Reports**

Except as otherwise indicated, submit special reports directly to the consultant within one hour of occurrence requiring special attention with a copy to the building Owner and all others affected by the special occurrence.

**5.3 Reporting Unusual Events**

When an event of unusual nature occurs at the site, the supervisor shall prepare and submit a special report listing chain of events, persons participating and response by contractor’s personnel, evaluation of results or effects, and similar pertinent information. When such events are known or predictable in advance, the supervisor shall advice the consultant at the earliest possible time.

**5.4 Reporting Accidents**

Prepare and submit reports to the consultant of accidents on site. Record and document data and action, and comply with industry standards. For this purpose, a significant accident is defined to include events where personal injury is sustained, or property loss of substance is sustained, or where the event posed a significant threat of loss or personal injury.

**5.5 Contingency Plans**

Prepare a contingency plan for emergencies including fire, accidents, power failure, negative air pressure systems failure, supplied air system failure, or any other event that may require modification or abridgement of decontamination or work area isolation procedures. Include in plan specific procedures for decontamination or work area isolation.

Note that nothing in these specifications shall impede existing safety or the pursuit of adequate medical attention in the event of an emergency.

**5.6 Emergency Numbers**

Provide to the consultant during pre construction meeting and post in room of contractor’s staging area, on heavy equipment and other approved locations as applicable. Telephone numbers and locations of emergency services including but not limited to fire, ambulance, doctor, hospital, police, power-generating company, telephone company, and poison control center.

**5.7 Submittals**

Prior to the start of work, submit the following to the consultant for review. No work shall begin until these submittals are reviewed and returned by Owner.

1. Contingency Plans for emergency actions
2. Telephone numbers and location of emergency services
3. Notifications to be sent to entities at the work site
4. Copy of notification filed with all appropriate authorities
5. Construction schedule and plan of action

6. Other abatement submittals

**6.0 OTHER**

**General Applicability of Codes, Regulations and Standards**

Except to the extent that more explicit or stringent requirements are directly specified in the contract documents, all applicable codes, regulations and standards have the same force and effect. They are also made a part of the contract documents by reference as if they are copied into it, or as if published copies are bounded here with.

**Applicable Publications**

The publications listed below form a part of these specifications by referenced and are as if copied into it and the contract documents. The publications are referenced in text by basic designation only.

1. **Environmental Protection Agency (EPA):** Regulations for Asbestos (Code of Federal Regulations Title 40, Part 61).

1. **Occupational Safety and Health Administration (OSHA):** Asbestos Regulations (Code of Federal Regulations Title: 29CFR, Part 1926.1101).

3. **National Institute for Occupational Safety and Health (NIOSH):** "Respiratory Protection....A Guide for the Employee"....

4. **American National Standards Institute (ANSI):** Z86.1-1973...Commodity Specification for Air...

5. **Code of Federal Regulations (CFR):**

 a. ***29 CFR 1926.1101***, Occupational Safety and Health Act (OSHA).

 b. ***20 CFR 1910.20, Subpart C***, General Safety and Health

 Provisions.

 c. ***40 CFR 61, A and B;*** U.S. Environmental protection Agency Regulations for Asbestos.

 d. ***40 CFR 61, Part III***; National Emission Standards for

 Hazardous Air Pollutants; Asbestos **NESHAP** Revision; Final Rule, November 20, 1990.

 e. 34 CFR 61, Parts 230 and 231, Appendix B, Procedures for Containing and Removing Building Materials Containing Asbestos: Federal Register, Volume 45, N0. 182, Page 61961, September 17, 1980.

1. ***Texas Department of State Health Services***, Division of Occupational Health, Texas Asbestos Health Protection Rules, May 29, 1998, Texas Civil Statutes, Article 4477-3a, Section 12.
2. Resilient Floor Covering Institute Recommended Work Practices for the Removal of Resilient Floor Coverings and Addenda, July 1990.

8. ***Texas Commission on Environmental Quality***

 Municipal Solid Waste Division; 30 TAC 330.136(b) (3) pertaining to friable asbestos-containing materials ‘Must go to an approved Landfill.