

**REQUEST FOR PROPOSALS
FOR
ASBESTOS ABATEMENT AT
WATTLES ELEMENTARY SCHOOL
TROY SCHOOL DISTRICT**

RFP #2324-11

**TROY SCHOOL DISTRICT
Attention: Jennifer Vente
Administration Building
4400 Livernois Road
Troy, Michigan 48098
Telephone: (248) 823-4000
Fax: (248) 823-4013
Email: [jvente@troy.k12.mi/us](mailto:jvente@troy.k12.mi.us)**

I. OVERVIEW

1.1 PURPOSE

The purpose of the Request For Proposals (“RFP”) is for Troy School District (the “School District”) to obtain proposals from qualified contractors to conduct Asbestos Abatement at Wattles Elementary School.

1.2 SELECTION TIMELINE

NOTE: Throughout the remainder of this RFP, a prospective contractor is referred to as the “Contractor.”

The School District’s **anticipated timeline** for its selection process is:

Issuance of this RFP February 8, 2024

Mandatory Pre-Proposal Meeting 1 p.m. Local Time, February 14, 2024

Deadline for written Requests For Clarifications 12 p.m. Local Time, February 19, 2024

DUE DATE FOR PROPOSALS 11 a.m. Local Time, February 22, 2024

School District’s Consideration of the Contract March 5 & 19, 2024

Commencement of Work June 14, 2024

School Completion of Work June 22, 2024

PLEASE NOTE: The School District reserves the right, in its sole and absolute discretion, to make modifications to the above selection timeline as it determines to be in its best interest.

II. SUBMISSION OF PROPOSALS

2.1 PROPOSAL SUBMISSION DEADLINE AND REQUIREMENTS

The Due Date for receipt of Proposals is:

February 22, 2024 at 11:00 a.m Local Time. EDT

- 2.1.1.** Sealed proposals should be submitted through Buildingconnect.com with the following link: <https://app.buildingconnected.com/public/5cc9d7f637c1a90018cb55dc>. No physical bids will be accepted in person or via delivery service.
- 2.1.2. Late Proposals:** Each Contractor is responsible for submission of its Proposal. Proposals or Proposal revisions received after the Due Date will not be accepted or considered. The School District is not liable for any delivery or postal delays.
- 2.1.3. Returned Proposals:** All Proposals received after the Due Date will be unopened and made available to the respective Contractor for pick-up, at its sole cost and expense.
- 2.1.4. Signed Original Proposal:** Each Proposal must be signed by an authorized member of the Contractor’s firm. This member should be the highest-ranking officer at the local level.

NO ORAL, FAX, or E-MAILED Proposals will be accepted. Each Proposal must be submitted on the Proposal Forms attached to this RFP.

2.1.5. Opening of Proposals: At the specified location and Due Date stated above, all submitted Proposals shall be publicly opened and read aloud. Any interested parties may attend. Virtual meeting link: [_meet.google.com/vya-tfqh-bsc](https://meet.google.com/vya-tfqh-bsc) or phone number +1 252-665-6634 PIN 561172168. No immediate decision will be rendered.

2.1.6. E-Mail Clarifications: The School District intends to communicate with Contractors via e-mail (e.g., RFP clarifications and addenda). Except for the delivery of the Proposal itself, references in this RFP to “written” form of communications include e-mail.

2.1.7. Additional Requests For Clarification: Prospective Contractors may request that the School District clarify information contained in this RFP. All such requests must be made in writing via email. The School District will attempt to provide a written response to all written Requests For Clarification within five (5) business days after the receipt of such request. The School District will not respond to any Request For Clarification received after 12:00 p.m. on February 19, 2024. Requests For Clarification and inquiries must be made via e-mail. All Requests For Clarification must be directed to Meghan McCarthy (Nova Environmental, Inc.) at mmccarthy@nova-env.com. (Subject Line: Asbestos Abatement at Wattles Elementary School RFP Request For Clarification). No response will be made to any oral questions. All questions and answers will be posted on the School District’s website. It is each Contractor’s responsibility to check the School District’s website prior to the RFP Due Date to ensure that it has received all of the information, including, but not limited to, all Addenda to this RFP.

2.1.8 Restrictions On Communication: From the issue date of this RFP until a Contractor is selected and the selection announced, a prospective Contractor shall not communicate about the subject of this RFP or a Contractor’s Proposal with the School District, its Board of Education, or any individual member, administrators, faculty, staff, students, employees, or its Construction Manager, if any, except for additional Requests For Clarification in accordance with Paragraph 2.1.7 above, or as otherwise required by applicable law.

2.1.9. Addenda to the RFP: If it becomes necessary to revise any part of this RFP, notice of the revision will be e-mailed to all parties that requested a copy of this RFP. All addenda will be issued through the School District’s website and all addenda shall become a part of this RFP. Each Contractor must in its Proposal, to avoid any miscommunication, acknowledge all addenda which it has received, but the failure of a Contractor to receive, or acknowledge receipt of, any addendum shall not relieve the Contractor of the responsibility for complying with the terms thereof.

2.1.10. RFP/Proposal Information Controlling: The School District intends that all Contractors shall have equal access to information relative to this RFP, and that this RFP contains adequate information. No information communicated, either verbally or in writing, to or from a Contractor shall be effective unless confirmed by written communication contained in an addendum to this RFP, a Request For Clarification or other written response thereto, or in the Proposal.

2.1.11. Finality of Decision: Any decision made by the School District, including the Contractor selection, shall be final.

2.1.12. Reservation of Rights: The School District reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause. The School District further reserves the right to waive any irregularity or informality in the RFP process or any Proposal, and the right to award the Contract to other than the Contractor(s) submitting the best financial Proposal (low bidder). The School District reserves the right to request additional information from any or all Contractors. The School District reserves the right to select one or more Contractors to perform the Work on behalf of the School District. In the event the Contractor's Proposal is accepted by the School District and the Contractor asserts exceptions, special considerations or conditions after acceptance, the School District, in its sole and absolute discretion, reserves the right to reject the Proposal and award the Contract to another contractor.

2.1.13. Release of Claims: Each Contractor by submitting its Proposal releases the School District from any and all claims arising out of, and related to, this RFP process and selection of a Contractor.

2.1.14. Contractor Bears Proposal Costs: A recipient of this RFP is responsible for any and all costs and liabilities incurred by it or others acting on its behalf in preparing or submitting a Proposal, or otherwise responding to this RFP, or any negotiations incidental to its Proposal or this RFP.

2.1.15. Irrevocability of Proposals: All Proposals submitted shall not be withdrawn and shall be irrevocable for a minimum period of ninety (90) calendar days following the Due Date for receipt of Proposals set forth above.

2.1.16. Collusive Bidding: The Contractor certifies that its Proposal is made without any previous understanding, agreement, or connection with any person, firm or corporation making a Proposal for the same Work and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

2.2. PROPOSAL REQUIREMENTS AND FORMAT

This outlines the information that must be provided by each Contractor and the required format for its Proposal. Any Proposal not providing the required information, or not conforming to the format specified, may be disqualified on that basis. Please also refer to Sections 2.1, 4.1, and 4.2 of this RFP for additional Proposal requirements. Attached to this RFP is a form of contract under which the Work requested under this RFP shall be provided by the successful Contractor (the "Contract" and referred to throughout the Contract as the "Agreement") (See also Section 3.1 of this RFP). The Contract contains many details relative to the Work requested by the School District, the terms and conditions under which the Work shall be provided by the Contractor, and should be reviewed carefully by each Contractor prior to submitting a Proposal.

Any exceptions to the terms and conditions contained in this RFP or the form of Contract attached to this RFP, or any other special considerations or conditions requested or required by the Contractor MUST be specifically enumerated by the Contractor and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions of the RFP or form of Contract cannot be

met by, or, in the Contractor's opinion, are not applicable to, the Contractor. The Contractor shall be required and expected to meet the specifications and requirements as set forth in this RFP and the form of Contract in their entirety, except to the extent exceptions or special considerations or conditions are expressly set forth in the Contractor's Proposal and those exceptions or special considerations or conditions are expressly accepted by the School District. All Pricing factors must be clearly indicated in the Proposal Forms provided as part of the Contractor's Proposal.

Each Proposal must include, at a minimum, the following:

- 2.2.1** A detailed list setting forth any exceptions to this RFP and/or the Contract, or other special considerations or conditions of the Contractor, including explanations of such exceptions or the reason such terms and conditions of the RFP or form of Contract cannot be met by, or on the Contractor's opinion are not applicable to, the Contractor.
- 2.2.2** References – Each Proposal must include detailed evidence that the Contractor is currently providing Work for other K-12 public school districts or educational institutions. The Contractor must provide this information, including contact names, addresses, phone numbers, and type and scope of work provided. This should include school districts of similar size and scope as the School District.
- 2.2.3** Evidence of the Contractor's ability to provide adequate insurance coverages as required by this RFP and the Contract to protect the interests of the Contractor and the School District.
- 2.2.4** Demonstrate that the Contractor understands and will comply with all regulatory laws, codes, and requirements of any Local, State, and Federal law that apply to the requirements and obligations under this RFP and the Contract.
- 2.2.5** A completed Proposal Pricing Form provided as **ATTACHMENT A.**
- 2.2.6** A completed Familial Disclosure Affidavit provided as **ATTACHMENT B.**
- 2.2.7** A completed Iran Economics Sanctions Act Affidavit of Compliance provided as **ATTACHMENT C.**

2.3. CONTRACTOR'S RESPONSIBILITIES & SPECIFICATIONS

SCOPE OF WORK

FOR

TROY SCHOOL DISTRICT

AT

WATTLES ELEMENTARY SCHOOL

3555 ELLENBORO

TROY, MICHIGAN 48083

SCOPE-OF-WORK

For all projects: Various construction activities may be occurring during abatement schedule. Dumpster, mobilization, decon chamber locations may change without notice. Owner may be moving items from work areas at beginning of each PHASE. Contractor responsible for removing/replacing any remaining items. Contractor shall provide all necessary utilities if not otherwise provided.

BID #1: WATTLES ELEMENTARY SCHOOL

Abatement Activities

This section defines the asbestos abatement activities the awarded Contractor will perform at Wattles Elementary School.

PHASE 1 – Media Center & Surrounding Areas

1. Remove all carpet, ACM floor tile and negative mastic (including covebase), approximately 9,640 sq. ft., from the following areas:

Staff Work Room (FS#10)	260 sq. ft. C/M
Conference Room 1 (FS#11)	230 sq. ft. C/M
Conference Room F (FS#20)	150 sq. ft. C/M
Conference Room E (FS#24)	250 sq. ft. C/M
Conference Room D (FS#31)	250 sq. ft. FT/M
Conference Room G (FS#35)	370 sq. ft. FT/M
Conference Room H (FS#37)	130 sq. ft. C/M
Media Center (FS#38)	8,000 sq. ft. C/FT/M

- Notes:
1. One full enclosure for removal of all materials.
 2. Mastic to be removed with grinding or other approved method.
 - 3. No chemical mastic remover is allowed.**
 4. Contractor to preseal all fixed items in areas.
 5. Contractor to remove all layers of flooring to bare concrete.
 6. Contractor is responsible for any damage to remaining flooring.
 7. PCM Clearance by Nova prior to negative mastic removal.

Additional Abatement Requirements (For all Bids)

This section defines other requirements that the awarded Contractor must follow during the course of the above abatement projects.

1. The Contractor shall construct full enclosures for the removal of the materials identified in the Scope-of-Work. All walls shall be sealed with a minimum of one (1) layer of four (4) mil polyethylene. All floors shall be sealed with a minimum of two (2) layers of six (6) mil polyethylene. All lockers shall be pre-sealed.
2. Floor Tile/Mastic Removal Areas: The Contractor shall construct full enclosures for the removal of the materials identified in the Scope-of-Work. All walls shall be sealed with a minimum of one (1) layer of four (4) mil polyethylene. All floors to remain shall be sealed with a minimum of two (2) layers of six (6) mil polyethylene. All lockers/cabinets/shelving shall be pre-sealed. All floor tile shall be removed as non-friable. Contractor shall be responsible for removing all layers of flooring. No chemical mastic remover may be used.
3. The Contractor shall place Air Filtration Devices (AFD's) in work areas only. Wood with cutouts for exhaust ducts shall be placed in doors and windows. The Contractor shall secure the wood in the doors and windows to ensure a protected and secure work area. The following minimum of 2,000 CFM AFD's, abatement techniques and clearance sampling shall be utilized during each phase of abatement.

WATTLES ELEMENTARY SCHOOL

Phase	Area	# of AFD's	Abatement Technique	Clearance
PHASE 1	Media Center, etc.	8	full enclosure	PCM 5 < 0.01 f/cc

Abatement Requirements for all projects

1. The Contractor is responsible for all measurements. Measurements for bidding purposes as well as material procurement are the sole responsibility of the Contractor. The Maps included within this specification may not identify all materials listed in the Scope-of-Work. The Scope-Of-work may not identify all materials on Maps. The Contractor is responsible for abatement of all materials whether identified in the Scope-of-Work, the maps or not.
2. **The Contractor shall be responsible for moving any non-fixed item in the work area. The Contractor is responsible for returning the work area to the Owner in a condition that satisfies the Owner and the Owner's representative.**
3. The Owner shall provide necessary utilities whenever possible. The Contractor shall be responsible for providing any necessary utilities (for Contractor and Owner's Representative) to complete the projects as scheduled, if not provided by the Owner.
4. Complete decontamination chambers with showers shall be constructed for all projects. The Owner and the Owner's Consultant must approve the decontamination chamber location, bag out location, Air Filtration device (AFD) placement and dumpster location.
5. The Contractor may construct a bag out area to facilitate disposal of the materials. The bag out chamber (2 chambers) shall be constructed of wood frame and plywood and shall be sealed with polyethylene (walls/floors/ceilings). The bag out area shall have a wood door with lock.
6. The Contractor shall be responsible for the security and safety of the building. Wood with cutouts for exhaust duct shall be placed in doors and windows. The Contractor shall secure the wood in the doors and windows to ensure a secure work area.
7. The Contractor is responsible for any damage to surfaces, electrical and mechanical equipment. The Contractor shall be responsible for repairing (painting) surfaces: walls, ceilings, floors, windows, doors etc. The Contractor is responsible for all damage resulting from removal operations. All wires shall be properly adhered with cable ties to appropriate hangers.
8. If a Vac Loader is used, the personnel operating the Vac Loader, its placement and standard operating procedures must be approved by the Owner's Representative.
9. Fiber drums shall be utilized for floor tile disposal. They shall have had no hazardous substances placed into them. All drums must be clean and free of hazardous labels when they arrive on the project site. Floor tile and mastic must be placed into lined fiber drums.
10. All areas shall be encapsulated with clear encapsulant.
11. The Workers shall wear PAPRs for Class I removal.
12. The Contractor shall supply a manometer and will be required to maintain a minimum negative pressure of .02 inches of water equivalent. In addition, the Contractor must smoke test the enclosure daily at a minimum.
13. Six sided locked dumpsters only - no open top dumpsters. Dumpsters must be removed from the premises within one day of project completion.

14. No bladder bags may be used without the permission of the Owner or Owner's Representative with conditions.
15. The Contractor shall provide utility lighting for all work areas.
16. No salvaging, by the Contractor or their employees, of any item.
17. The Contractor shall construct wood frame and plywood barriers at all locations requested by the Owner or Owner's Representative.
18. The Contractor will be required to construct an enclosure that satisfies all the requirements of Appendix F of OSHA 1926.1101 "Work Practices and Engineering Controls for Major Asbestos Removal, Renovation and Demolition Operations"

Meeting Requirements

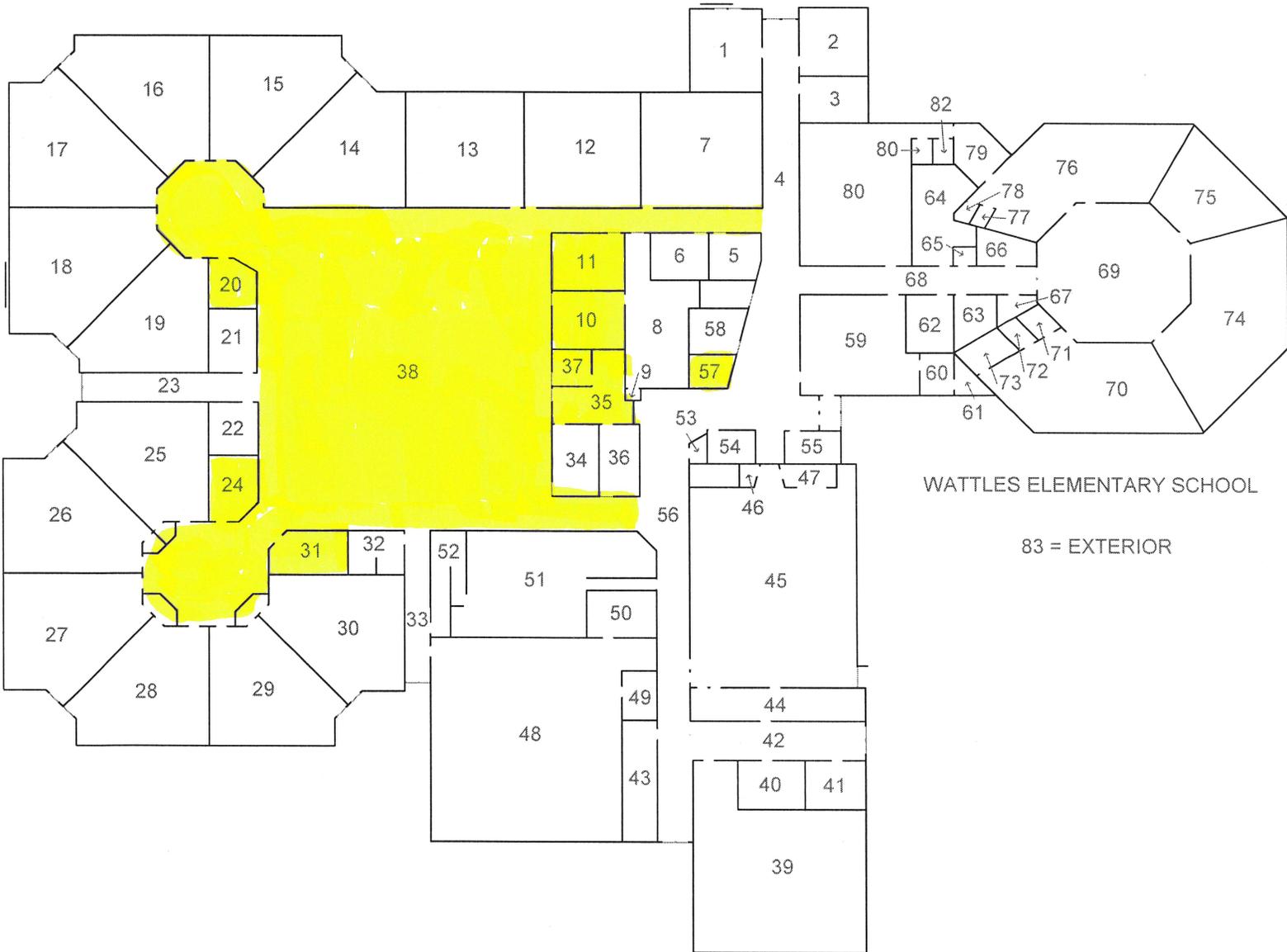
All Contractors submitting bids will be required to attend the following meetings if requested by the Owner's Consultant:

- o Post-Bid Examination: The three lowest bids may be required to meet with the Owner's Consultant to discuss the Contractor's submitted bid and various aspects of the project.
- o Pre-Start Scheduling Meeting: The Awarded Contractor will be required to attend a pre-start meeting on-site with the Owner and Owner's Consultant to schedule the logistics of the project. At this meeting, the Awarded Contractor will be required to furnish all paperwork as required in Item 2 of the "Technical Specifications for Asbestos Abatement."

Floor Plans

The following floor plans/maps/diagrams will provide additional information which will be useful for proper orientation and descriptions of the building areas. These plans do not include all materials in the scope of work to be removed. While every effort has been made to provide plans at a scale or with listed approximate measurements, all Bidders should be reminded that they are responsible for their own field measurements.

FLOOR PLAN – WATTLES ELEMENTARY SCHOOL



WATTLES ELEMENTARY SCHOOL

83 = EXTERIOR

TIME SCHEDULE

The following time schedule must be adhered to by the awarded Contractor(s). This schedule will be made part of the contract documents and will be strictly enforced by the Owner and the Owner's Representative. Any and all variances to this schedule must be cleared by the Owner and the Owner's Representative prior to the commencement of the project(s). If the project(s) is/are not completed within the time period outlined below, the Owner may impose liquidated damages as described below.

ASBESTOS ABATEMENT PROJECTS

Notification

All regulatory agencies including, but not limited to, the Environmental Protection Agency, the Michigan Department of Public Health, and all other applicable Federal, State, County or City municipalities should be notified within 7 days of the signed contract and at least in a period allowable for the project to begin on the start date given below. The Contractor shall also be solely responsible for payment of all applicable fees and charges. Failure to notify in a timely manner will not excuse the awarded Contractor(s) from liquidated damages.

Start and Completion Dates

The Contractor will commence and complete all projects according to the following calendar:

WATTLES ELEMENTARY SCHOOL

BID 1 PHASE 1

Start Date: June 17, 2024
Completion Date: June 26, 2024

*Contractor shall coordinate with Owner, Owner's Representative and Construction Manager for removal of exterior materials to ensure security of the facilities.

Owner may be moving items from work areas at beginning of each PHASE.

Dates are subject to change by the Owner. An equal amount of time shall be allowed for the project. The Contractor will be responsible for fulfilling all notification requirements.

All projects will be considered complete for schedule purposes when the project site has passed required clearance testing, the Contractor has completed removal of all supplies and equipment and the Contractor has returned the building to the Owner in a condition that satisfies the Owner and Owner's Representative.

Post Abatement PCM Clearance Testing

Post Abatement PCM Clearance Samples will be collected, analyzed and results verbally expressed to the Owner and to the Contractor within twenty-four (24) hours, with the time period beginning at the completion of the lock down activities. Delays in clearance testing, after the accepted final visual inspection and lock down, will be cause for a proportional extension of the project completion date.

It will be in the judgment of the Owner's Representative as to when Post Abatement PCM Clearance Samples will be collected. All Post Abatement PCM Clearance Samples will be analyzed on-site. PCM Clearance Samples shall not be collected on the same day as visual inspection and lockdown.

Post Abatement TEM Clearance Testing

Post Abatement TEM Clearance Samples will be collected, analyzed and results verbally expressed to the Owner and to the Contractor within forty-eight (48) hours, with the time period beginning at the completion of the lock down activities. Delays in clearance testing, after the accepted final visual inspection and lock down, will be cause for a proportional extension of the project completion date.

It will be in the judgement of the Owner's Representative as to when Post Abatement TEM Clearance Samples will be collected. The Owner will not authorize any turn-around time of less than twenty-four (24) hours. The Contractor may request turn-around times of less than twenty-four hours and incur any additional costs.

Liquidated Damages

Liquidated damages will be incurred by the Contractor if the project(s) is/are not completed by the above completion date(s). Liquidated damages will also be incurred by the Contractor if the post abatement air samples do not pass the required levels set by the Environmental Protection Agencies AHERA Regulations, any other applicable government agency, or by the specifications.

If the Contractor(s) does not complete the projects detailed in the Scope-of-Work within the specified time allotment, the Contractor will be assessed liquidated damages in the amount of **3,000 dollars plus Owner's Consultant costs** per day that the project extends beyond the completion date.

If the project site does not pass the post abatement air sampling tests as required by the State of Michigan Public Act No. 147 (as amended), by any other applicable governmental agency, or by the specifications, the Contractor will be assessed liquidated damages in the amount of **3,000 dollars plus Owner's Consultant costs** for each day needed to perform additional cleaning, *regardless of whether or not the project completion date has been surpassed*. The Contractor shall also be solely responsible for payment of all costs incurred by the Owner due to the delay, including but not limited to additional charges for the Owner's Representative, any and all additional sampling costs incurred due to the failure of the project site to meet the clearance requirements (including any and all air samples collected during the additional cleaning) and any and all overtime charges required for custodial personnel. Liquidated damages as set forth herein and any additional costs incurred by the Owner shall be cumulative and shall occur each and every time the Contractor fails the post abatement air sampling tests as defined by regulation. Said liquidated damages and additional charges will be deducted from the contract price immediately upon the occurrence of such charges.

SITE AVAILABILITY

The Contractor shall be allowed in the building Monday-Saturday between the hours of 7:00 a.m. and 6:00 p.m., or as directed by Owner.

The Contractor shall not be allowed in the building on Sundays or holidays unless directed by Owner.

7. Have the principals of (Name of Bidder) filed for Chapter 11 or Chapter 13 for protection of (Name of Bidder) or for any other asbestos abatement related firm, company or organization, in the last five years? Describe. Use additional sheets if necessary.

8. List all contracts on hand. Show schedule (actual or anticipated commencement and completion dates) and gross dollar amount of each contract. Use additional sheets if necessary.

9. List all specifications (Name of Bidder) currently is submitting bids for which have overlapping working dates. Show schedule (anticipated commencement and completion dates) for each bid. Use additional sheets if necessary.

10. Have you (Bidder and other entities identified in question 6 answers) ever failed to complete any work awarded to you?

If yes, where and why? Use additional sheets if necessary.

11. Have you (Name of Bidder and other entities identified in Question 6 answers) ever been disqualified from bidding in Troy School District?

If yes, when and why? Use additional sheets if necessary.

12. Have you (Name of Bidder and other entities identified in Question 6 answers) ever not been recommended for bidded contracts when you were the low bidder in Troy School District?

If yes, when and why? Use additional sheets if necessary.

13. Have you (Name of Bidder and other entities identified in Question 6 answers) ever not been recommended for bidded contracts when you were the low bidder on a project designed by Nova Environmental, Inc.?

If yes, when and why? Use additional sheets if necessary.

14. List all projects (Name of Bidder) completed in Troy School District since January 1, 2018?

15. List any and all citations with or without monetary penalty received, pending, paid or disputed by (Name of Bidder and other entities identified in Question 6 answers) during the past 3 years for failure to comply with applicable federal, state or local regulations. Describe in detail the type of citation, the reason for the citation and the ultimate disposition of same. Provide copies of all citations received since January 1, 2018, and all correspondence associated with the citations. Use additional sheets if necessary.

16. When was the last on-site inspection by the Michigan Department of Consumer & Industry Services (Michigan Department of Public Health) and the Department of Environment Great Lakes and Energy (EGLE)?

MDLARA (MDPH) - _____ EGLE (DNR) - _____

What were the results of these visits? Use additional sheets if necessary.

17. List all penalties incurred through non-compliance with asbestos abatement project specifications, including projects designed by firms other than Nova Environmental, Inc., including liquidated damages, overruns in scheduled time limitations and any subsequent resolutions for (Name of Bidder and other entities identified in Question 6 answers). Use additional sheets if necessary.

18. List all contracts over \$5,000 completed by (Name of Bidder) since January 1, 2018 (contracts with Troy School District) do not need to be listed in response to Question 18), stating approximate gross cost for each, and the month and year completed. Use additional sheets if necessary.

19. List your major equipment (as of January 1, 2024) which will be available for this contract.

20. List the experience of (Name of Bidder) in work similar to this project. Project references must include: names, addresses, and phone numbers of Building Owner's for whom projects were performed (minimum of four). Use additional sheets if necessary.

21. List bank references.

22. Name of Bonding Company and the name and address of agent.

III. CONTRACTUAL OBLIGATIONS

3.1. FORM OF CONTRACT

3.1.1. Form of Contract: This is a Request For Proposals only. Proposals will be treated as offers to enter into the Contract (as defined above) with the School District. The School District and successful Contractor shall memorialize their contractual relationship and obligations using the form of Contract attached hereto as **ATTACHMENT D**. The Contract contains many details relative to the Work required under this RFP, as well as the terms and conditions under which the Work shall be provided by the successful Contractor. The Contract should be reviewed carefully by each Contractor prior to submitting a Proposal. Any exceptions to the terms and conditions contained in the Contract, or any other special considerations or conditions requested or required by the Contractor relative to this RFP or the form of Contract shall be expressly/specifically enumerated by the Contractor and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions cannot be met by, or, in the Contractor’s opinion are not applicable to, the Contractor, provided however, that exceptions or special conditions of the Contractor will not be binding upon the School District unless those exceptions or special conditions are expressly accepted by the School District, and incorporated into the final Contract. Following the selection of the successful Contractor by the School District, the Contract will be finalized by the parties. The below sections contain information relative to selected provisions of the Contract and/or the expectations of the School District relative to the provision of the Work.

3.1.1.1. Familial Disclosure Affidavit: All Contractors must provide familial disclosure in compliance with MCL 380.1267 and attach this information to its Proposal. The Proposal must be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner and/or any employee of the Contractor and any member of the School District’s Board of Education or the School District’s Superintendent. The School District will not accept a Proposal that does not include this sworn and notarized disclosure statement. The Familial Disclosure Affidavit is attached to this RFP as **ATTACHMENT B**.

3.1.1.2. Iran Economic Sanctions Act: In accordance with Michigan Public Act No. 517 of 2012, all Proposals must be accompanied by a sworn and notarized statement certifying that the Contractor is not an Iran Linked Business. The School District will not accept a Proposal that does not include this sworn and notarized statement. The Affidavit of Compliance – Iran Economic Sanctions Act is attached to this RFP as **ATTACHMENT C**.

3.1.1.3. Bid Security: Contractors must submit with its Proposal bid security in the form of a Bid Bond issued by a qualified surety or certified check/money order in an amount of five percent (5%) of the Proposal (“Bid Security”). Failure to include this Bid Security with the

Contractor's Proposal will result in the rejection of your Proposal. If a Bid Bond is posted by a Contractor, it shall be from a Treasury Surety licensed to do business in the State of Michigan, and the attorney-in-fact who executes the Bid Bond on behalf of the Contractor shall attach a certified, current copy of its power of attorney. In the event a certified check/money order is submitted, it shall be made payable to "Troy School District." The School District shall not be liable for any interest earned thereon. The Bid Security shall be forfeited as liquidated damages, and not as a penalty, if the Contractor withdraws its Proposal after the Due Date for submission of Proposals or, upon acceptance of its Proposal by the School District, the Contractor fails to execute the form of Contract acceptable to the School District, substantially evidencing and incorporating this RFP and its Proposal and fails to provide the required Performance Bond and/or Payment Bond, if any, and the required insurance certificates, within fifteen (15) days of an award of a Contract to the Contractor. Bid Bonds shall be duly executed by the Contractor, as principal and by a surety that is properly licensed and authorized to do business in the state in which the Work is to be performed. All sureties providing bonds for this Project must be listed in the latest version of the Department of Treasury's Circular 570, entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies", with the bond amount less than or equal to the underwriting limitation, and/or have an A.M. best rating of A- or better. Bid Security shall be returned to all non-successful Contractors within a reasonable time after the award of a Contract and execution of a Contract by the successful Contractor.

3.1.1.4. Performance Bond: Successful Contractors whose Proposals are \$50,000 or more will be required to furnish Performance and Payment Bonds, in a form satisfactory to the School District, in the amount of 100% of its Proposal by a Treasury-listed Surety licensed to do business in the State of Michigan, and the attorney-in-fact who executed the Performance and Payment Bonds on behalf of the Contractor shall attach a certified, current copy of its power of attorney. The cost of the Bonds shall be included in each Proposal.

3.1.1.5. Governing Law: The Contract shall be governed by and construed in accordance with the laws of the State of Michigan. The parties hereby agree to the exclusive jurisdiction and venue of courts sitting in Oakland County, Michigan.

3.1.1.6. General Indemnification: Contractor shall indemnify, defend and hold harmless the School District, its Board of Education, its Board Members, in their official and individual capacities, its administrators, employees, agents, contractors, successors and assignees, from and against any and all claims, counter claims, suits, debts, demands,

actions, judgments, liens, costs, expenses, damages, injuries and liabilities, including actual attorney's fees and actual expert witness fees arising out of or in connection with Contractor's performance of the Contract and/or from Contractor's violation of any of the terms of the Contract, including, but not limited to: (i) the negligent acts or willful misconduct of the Contractor, its officers, directors, employees, successors, assignees, contractors and agents; (ii) any breach of the terms of the Contract by the Contractor, its officers, directors, employees, successors, assignees, contractors and agents; (iii) any violation or breach of any applicable Federal, State or local law, rule, regulation, ordinance, policy and/or licensing and permitting requirements applicable to the Contract; or (iv) any breach of any representation or warranty by the Contractor, its officers, directors, employees, successors, assignees, contractors and agents under the Contract. The Contractor shall notify the School District by certified mail, return receipt requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which Troy School District may be entitled to indemnification under the Contract. This paragraph shall survive the expiration or earlier termination of the Contract.

3.1.1.7. Compliance With Laws: Contractor shall comply with any and all applicable federal, state, and local laws, rules, ordinances, policies, and regulations, including any licensing and permitting requirements, under the Contract. Contractor, including its personnel, employees, contractors, consultants, and agents shall be responsible for knowing the School District's policies concerning appropriate behavior of persons in School District facilities and, on School District properties, including for example, the prohibitions of sexual harassment and smoking, and shall comply with all such policies. Contractor represents and warrants to the School District that it shall at all times be in compliance with any and all applicable federal and state laws, rules, ordinances, policies and regulations, and licensing and permitting requirement applicable to the Contract. Contractor shall indemnify, defend, and hold School District harmless from any liability from its failure to so comply.

3.1.1.8. Right to Terminate on Breach: Each party shall have, in addition to all other remedies available to it, the right to terminate the Contract immediately upon written notice to the other party that the other party has committed a material breach of any of its obligations herein and such material party has committed a material breach of any of its obligations herein and such material breach shall not have been cured or corrected within ten (10) days following written notice of the same. Furthermore, if the School District must regularly request that the Contractor cure breaches of the Contract, such circumstances shall be grounds for termination of the Contract for cause, even if each breach on its own would not be material.

- i. **Events Upon Termination:** Upon termination of the Contract by either party for Breach or default of the other party, each party shall be entitled to exercise any other right, remedy or privilege which may be available to it under applicable law or proceed by appropriate court action to enforce the terms of the Contract or to recover damages for the breach of the Contract. Upon termination of the Contract, the Contractor shall immediately provide the School District with any and all drawings and documentation regarding the Work. In the event of termination, title to all supplies, materials, equipment or products purchased by the Contractor for integration into the Work shall pass to the School District, and Contractor shall deliver possession of said supplies, materials, equipment or products to the School District at a location to be designated by the School District.

3.1.1.9. Pricing: Prices quoted are to be F.O.B. to Troy School District. All purchases Prices shall be net; including transportation, insurance and delivery charges fully prepaid by the successful Contractor to destinations indicated in the Proposal.

3.1.1.10. Taxes: This project is **NOT** exempt from taxes.

3.1.1.11. Proposal Withdrawal: Contractors may withdraw its Proposals any time before the Due Date. Proposals may not be withdrawn for at least 90 days after the Due Date.

3.1.1.12. Competition: The name of a model, manufacturer, or brand in this RFP shall not be considered as exclusive of other brands. Brands and models specified in this RFP are preferred. The School District expects all supplies, materials, equipment, or products bid by a Contractor to meet or exceed the Specifications set forth in this RFP. Further, it is the School District's intent that this RFP permit competition. Accordingly, the use of any patent, proprietary name, or manufacturer's name is for demonstrative purposes only and is not intended to curtail competition. Whenever any supplies, material, equipment, or products requested in this RFP are specified by patent, proprietary name or by the name of the manufacturer, unless stated differently, such specification shall be considered as if followed by the words "or comparable equivalent," whether or not such words appear. The School District in its sole and absolute discretion, shall have the right to determine if the proposed equivalent products/brands submitted by the Contractor meet the Specifications contained in this RFP and possess equivalent and/or better qualities. It is the Contractor's responsibility to notify the School District in writing if any Specifications or suggested comparable equivalent products/brands require clarification by the School District

prior to the Due Date for Proposals. Any and all deviations from Specifications must be noted on the Proposal Form.

IV. PROPOSAL

4.1. PROPOSAL FORMS

Each Contractor shall submit its Proposal using the Proposal Pricing Form attached hereto as **ATTACHMENT A**, along with any other information required by this RFP or deem necessary and appropriate by the Contractor for evaluation of its Proposal.

4.2. PROPOSAL CHECKLIST

In addition to the Proposal Pricing Form and any information required under Section 4.1 above, please attach copies of the following documents to your Proposal:

- 4.2.1.** Proposal Pricing Form and detailed list setting forth any exceptions to the RFP and/or Contract, or other special considerations or conditions of the Contractor, including explanations of such exceptions or the reason such terms and conditions of the RFP or form of Contract cannot be met by, or are not applicable to, the Contractor.
- 4.2.2.** List of Contractor's References (K-12 references preferred) with which Contractor has contracted to perform Work or services similar to the Work described herein. The Contractor must provide this information, including contact names, addresses, phone numbers, and type and scope of Work/services provided.
- 4.2.3.** Contractor's Verification of addenda to the RFP, if any.
- 4.2.4.** Evidence of the Contractor's ability to provide adequate insurance coverages as required by this RFP and the Contract to protect the interests of the Contractor and the School District.
- 4.2.5.** A completed Familial Disclosure Affidavit, which is attached hereto as **ATTACHMENT B**.
- 4.2.6.** A completed Iran Sanctions Act Affidavit of Compliance, which is attached hereto as **ATTACHMENT C**.

ATTACHMENT A
PROPOSAL PRICING FORM

CONTRACTOR INFORMATION:

CONTRACTOR'S NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY/STATE: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

A. CONTRACTOR PRICING

BID #1: _____

B. ACKNOWLEDGEMENT OF ADDENDA TO RFP

The Contractor acknowledges receipt of the following addenda:

Addendum Number _____ dated _____

Addendum Number _____ dated _____

Addendum Number _____ dated _____

The undersigned understands that the School District reserves the right to accept or reject in whole or in part any and all Proposals, to waive informalities and irregularities therein, and to award the Contract to other than the Contractor(s) submitting the best financial Proposal (low bidder) and to award the Contract to one (1) or more Contractors in the School District's sole and absolute discretion.

If award is made to our firm based upon our Proposal, we agree to enter into the attached form of Contract with the School District to furnish the Work in strict accordance with this Request For Proposal, the Contract, and our Proposal.

My signature certifies that the Proposal as submitted complies with all terms and conditions as set forth in this Request For Proposal and the Contract, unless specifically enumerated as an exception as part of our Proposal.

I hereby certify that I am authorized to sign as a Representative for the firm.

CONTRACTOR HEREBY SUBMITS THIS PROPOSAL PRICING FORM IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE RFP.

Name of Contractor: _____

(Signature/Principal)

(Name Printed)

Date: _____

UNIT COST PRICING

Unit Cost Pricing: All prospective bidders shall be required to provide all inclusive Unit Cost Pricing for removal at all Troy School Buildings for Troy School District.

The Contractor hereby agrees and certifies to comply with all requirements within this Specification and further agrees to accept in payment the below listed unit cost prices for all work regarding Unit Cost Pricing as described in the above detailed Special Conditions, Scope-of-Work - Additional Requirements, Unit Cost Pricing, Time Schedule and Technical Specifications. Below prices to include: all necessary labor wages, overtime, transportation, equipment, materials, disposal, permits, bonds, fees, insurances, profit and overhead. Prevailing Wages shall not apply.

MOBILIZATION CHARGE – per new Scope-of-Work. \$ _____
(Does not apply when Contractor is already working on site)

ADD

- a. removal of pipe fitting insulation (glovebag) \$ _____ per fitting
- b. removal of pipe insulation (glovebag) \$ _____ per linear foot
- c. removal of pipe fitting insulation (in existing enclosure) \$ _____ per fitting
- d. removal of pipe insulation (in existing enclosure) \$ _____ per linear foot
- e. removal of carpet \$ _____ per square foot
- f. removal of floor tile \$ _____ per square foot
- g. removal of floor tile mastic (grinding) \$ _____ per square foot
- h. removal of door/frame/caulk \$ _____ per door/frame
- i. miscellaneous hourly work \$ _____ per hour
- j. miscellaneous hourly work (overtime) \$ _____ per hour

All Unit Cost Pricing removal shall comply with above stated Additional Requirements and Technical Specifications. Contractor shall be required to clean/decontaminate associated debris/residue and local areas.

Unit Cost Pricing shall remain in effect until December 31, 2024.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner or the Owner's Representative in verification of the recitals comprising the Bidder's Qualification Questionnaire.

PRINT COMPANY NAME _____

PRINT NAME _____

TITLE _____

SIGNATURE _____

ATTACHMENT D

CONTRACT

CONTRACT

I. This Contract (“Contract”) is made on _____, 20__ (“Effective Date”), between **TROY SCHOOL DISTRICT**, a Michigan public school district (“School District”), whose address is 4400 Livernois Road, Troy, Michigan 48098 and _____, a _____ (“Contractor”), whose address is _____. The School District and Contractor may each be referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

A. The School District issued a Request For Proposal For _____ dated _____, as amended by [INSERT ADDENDA BY NAME AND DATE HERE] (collectively the “RFP”), the purpose of which was to solicit proposals from qualified contractors to furnish to the School District all of the materials and labor required to _____ identified in the RFP in accordance with the terms and conditions contained in the RFP and the Specifications attached thereto (the “Work”).

B. In response to the RFP, the Contractor submitted to the School District a Proposal dated _____, to perform the Work contemplated by the RFP.

C. The Parties have, in accordance with the provisions of the RFP, conducted negotiations concerning the Contractor’s Proposal to the RFP. The Contractor’s Proposal together with written clarifications of the Parties, if any, are attached hereto, incorporated by reference, and marked as **Exhibit A** (collectively referred to as the “Proposal”).

D. Pursuant to the terms of the RFP, the Contractor is required to enter into a written contract in accordance with the School District’s written acceptance of its Proposal.

E. The Parties agree that certain terms, conditions, and provisions of the RFP and the Proposal must be further clarified and that certain additional terms and conditions need to be expressly set forth by way of this Contract.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the Parties agree as follows:

• **1. RESTATEMENT CONSTITUTES THE CONTRACT**

(a) **Incorporation By Reference.** The object of this Contract is to formalize in one document the complete agreement between the Parties, and to do so by specifically incorporating by reference into this Contract the RFP, the Proposal, and other related documents, and by including certain additional necessary or appropriate Contract terms, particularly where the Contract terms agreed to by the Parties during the RFP negotiation process do not correspond with the RFP and/or the Proposal.

(b) **Order of Precedence.** The Contract Documents, which are all incorporated herein by reference, include the following:

- This Contract, including all Attachments hereto;
- The RFP, including the Specifications attached thereto; and
- Contractor's Proposal.

To the extent that the terms and conditions of the Contract Documents are in conflict, the terms and conditions shall be interpreted in the above-referenced order from 1 to 3. However, the Parties also agree that where there is not a conflict between any of the terms and conditions contained in the above-referenced Contract Documents, all of the Contract Documents shall be binding upon both Parties, except to the extent the exceptions contained in the Contractor's Proposal are not expressly accepted by the School District in writing and incorporated into this Contract.

• **2. TERM AND TERMINATION**

(a) This Agreement shall commence as of the Effective Date and all Work hereunder shall be completed no later than _____ and shall be in compliance with the Project Schedule attached hereto as **Exhibit B**.

(b) Each Party shall have, in addition to all other remedies available to it, the right to terminate this Contract upon written notice to the other Party that the other Party has committed a material breach of any of its obligations herein and such material breach shall not have been cured or corrected within ten (10) days following written notice of the same. Furthermore, in addition to the rights of the School District under this Paragraph if the School District must regularly request that the Contractor to cure breaches of this Contract, such circumstances shall be grounds for termination of this Contract for cause, even if each breach on its own would not be material. Upon termination of this Contract by the School District for breach or default of the Contractor pursuant to this Paragraph, the School District shall be entitled to exercise any other right, remedy, or privilege which may be available to it under applicable law or proceed by appropriate court action to enforce the terms of the Contract or to recover damages for the breach of this Contract. If this Contract is terminated in accordance with any of the provisions contained herein, all rights of the Contractor under this Contract shall cease. Regardless of the basis for termination, the School District shall neither be liable to, nor obligated to pay, the Contractor for any incidental or consequential damages or lost profits, or costs incurred for Work not actually performed.

(c) Notwithstanding anything contained herein to the contrary, the School District may terminate this Contract at any time and for any reason or no reason at all upon written notice to the Contractor.

3. WARRANTY

The Contractor warrants and represents that its Work, will be in accordance with all applicable federal, state, and local laws and regulations for a minimum of two (2) years from completion of the Work.

4. INSURANCE

The Contractor shall maintain, at its expense, during the term of this Contract the following insurance:

(a) Worker's Compensation Insurance with statutory limits and Employer's Liability Insurance with a minimum limit of \$1,000,000 each occurrence.

(b) Comprehensive General Liability Insurance with a minimum combined single limit of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, in the same amount made for bodily injury and property damage. The policy is to include products and completed operations, cross liability, broad form property damage, independent bidders, and contractual liability coverage. The policy shall be endorsed to provide thirty (30) days written notice to the School District of any material change of coverage, cancellation, or non-renewal of coverage.

(c) If Subcontractors are likely to be used, the Comprehensive General Liability policy shall include coverage for independent contractors.

(d) Automobile Liability insurance covering all owned, hired, and non-owned vehicles with personal protection insurance and property insurance to comply with the provisions of the Michigan no-fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each occurrence of bodily injury and property damage.

(e) All insurance policies shall be issued by companies licensed to do business in the State of Michigan. The companies issuing the policies must be domestic (on-shore) companies and have an A-rating by AM Best.

(f) The Contractor shall be responsible for payment of all deductibles contained in any insurance policy required in this Contract.

(g) Other requirements: Evidence of your insurance coverages, required herein, is to be provided to the School District and must indicate:

1. A Best's rating for each of your insurance carrier at A-VII or better,
2. "Troy School District" is endorsed as an additional insured on the General Liability policies.
3. All consultants must be listed as additional insured.

5. CONTRACTOR'S COMPENSATION

Based upon the School District's RFP and the Contractor's Proposal, the School District shall pay the Contractor for its Work as follows:

6. MISCELLANEOUS

(a) **Notices.** All notices hereunder shall be in writing and shall be effective when sent by facsimile or electronic mail (provided, however, that any notice which could materially

affect the rights of either Party shall also be sent by courier as provided herein) or a nationally known courier service such as DHL or Federal Express, addressed to the addresses written below, or to such other address as either Party may have last designated in writing in the manner herein provided. Such notice shall be deemed given when received, but in any event no later than four (4) days after sent by the internationally known courier. All notices shall be sent to the following address:

If to the Contractor:

Attention:

Copy To:

If to the School District: Troy School District
4400 Livernois Road
Troy, Michigan 48098

(b) **Assignment.** This Contract and any other interest herein may not be assigned or transferred, in whole or in part, by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, and any assignment or transfer without such consent shall be null and void. This Contract shall be binding upon the successors, and subject to the above, assigns of either Party.

(c) **Severability.** If any provision of this Contract is held invalid or unenforceable, the remainder of this Contract shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

(d) Independent Contractor; No Joint Venture. It is expressly agreed that Contractor is acting hereunder as an independent contractor and under no circumstances shall any of the employees of either Party be deemed the employees of the other for any purpose. This Contract shall not be construed as authority for either Party to act for the other Party in any agency or other capacity or to make commitments of any kind for the account of, or on behalf of, the other Party, except to the extent, and for the purposes, expressly provided for and set forth herein, and no partnership or joint venture is created hereby.

(e) Modifications. No provision of this Contract or any Exhibit hereto may be modified without the prior written consent of both Parties.

(f) Captions. The captions used in this Contract are for convenience only and shall not affect in any way the meaning or interpretation of the provisions of this Contract.

(g) Governing Law. This Contract shall be construed in accordance with, and its performance governed by, the laws of the State of Michigan. The Parties hereby agree to the exclusive jurisdiction and venue of courts sitting in Oakland County, Michigan.

(h) Taxes. Contractor is responsible for sales taxes and any other applicable taxes related to the Work provided under this Contract.

(i) Entire Agreement. This Contract and all Exhibits and documents incorporated herein by reference constitute the entire agreement between the Parties, and supersedes all previous agreements, whether written or oral.

IN WITNESS WHEREOF, the undersigned have caused this Contract to be duly executed on the dates indicated below.

CONTRACTOR:

SCHOOL DISTRICT:

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

EXHIBIT A

WRITTEN CLARIFICATIONS

EXHIBIT B
PROJECT SCHEDULE

**TECHNICAL SPECIFICATIONS FOR ASBESTOS ABATEMENT
- GENERAL ABATEMENT PROCEDURES -**

The following are technical specifications which shall be strictly enforced by **Troy School District**, hereafter referred to as the "Owner" or "Building Owner". The Asbestos Abatement Contractor will hereinafter be referred to as the "Contractor" for the asbestos abatement project and the Project Managers/Air Monitors will hereinafter be referred to as the "Owner's Consultant" or "Owners Representative".

I. INITIAL REQUIREMENTS

1. General Terms

- 1.1 By submitting a bid, the Contractor acknowledges that he has investigated and satisfied himself as to:
 - 1.1.1 The conditions affecting the work, including but not limited to the physical conditions of the site which may bear upon site access, handling and storage of tools and materials, access to water, electricity or other utilities that otherwise may affect performance of required activities;
 - 1.1.2 The character and quantity of all surface and sub-surface material or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including exploratory work done by the Building Owner or a designated Consultant, as well as information presented in drawings and specifications included with this specification. Any failure by the Contractor to acquaint himself with available information will not relieve him of the responsibility of determining properly the difficulty, safety concerns or cost of successfully performing the work. The Building Owner and/or the Owner's Consultant is not responsible for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Building Owner and/or the Owner's Consultant.
 - 1.1.3 The methods and procedures detailed within the technical specifications of this bid package are merely illustrative of the procedures to be utilized on the asbestos abatement projects for the Owner. Other procedures, which are the equivalent of those described, are encouraged at the option of the Contractor but are always subject to the Owner and/or the Owner's Consultant approval.
- 1.2 The Contractor shall furnish all labor, materials, services, insurance, and equipment necessary to perform the asbestos abatement activities contemplated by this specification.
- 1.3 Additional work in the form of change orders, written or verbal agreements must also be completed in accordance with these Technical Specifications for Asbestos Abatement as well as all other sections of this specification document.

2. Pre-Start Meeting

- 2.1 Prior to commencement of work, the Contractor shall meet with the Owner and Owner's Consultant to present and review the items listed below. At that time, the Contractor shall designate at least one "competent" (as described by OSHA 1926.1101{o}) individual who shall be on-site throughout the project with full authority to act on the Contractor's behalf and this person shall attend the pre-start job meeting. This meeting is arranged to discuss and set procedures to be followed throughout the performance of the contract. At this meeting and to be included in the logbook, the Contractor shall provide:
- 2.1.1 Proof of Contractor licensing to conduct asbestos abatement activities in the State of Michigan in accordance with Act 135 P.A. 1986, as amended, (Asbestos Abatement Licensing Act) and any subsequent State of Michigan Acts.
 - 2.1.2 A list of all employees who will participate in the project, including delineation of experience and assigned responsibilities (including subcontractors' employees who may enter the work area).
 - 2.1.3 Proof that the "competent person" to be responsible for the execution of this project has had training in accordance with 29 CFR, 1926.1101 and the Michigan Department of Consumer & Industry Services. THIS PERSON SHALL BE ON SITE AT ALL TIMES.
 - 2.1.4 Proof that employees who will work on this project have had a minimum of twenty-four (24) hours of training in accordance with 40 CFR, Part 763, Subpart E.
 - 2.1.5 Proof that employees who work on this project have had proper medical screening as required by OSHA 29 CFR, Part 1926.1101 (M) (1) (2) (3) (4) and (N) (3) and 29 CFR 1910.20.
 - 2.1.6 Proof that employees who work on this project have had proper respirator fit testing for all personnel who wear negative pressure respirators (when allowed).
 - 2.1.7 Copies of all worker's Michigan State Accreditation "Cards" must be provided to the Owner's Consultant prior to being allowed within the project area. For any employee(s) who have approval but do not yet have cards in their possession; the Contractor must provide a signed statement (on company letterhead) stating that state approval has been given to that/those employee(s). This statement must include the name of the state employee who granted verbal approval. In addition to this letter, the Contractor must provide a copy of the employee's training certificate, appropriate fit test(s) and doctor's written opinion.
 - 2.1.8 A detailed written explanation of the following items:
 - 2.1.8.1 Preparation of the work area.
 - 2.1.8.2 Decontamination procedure for personnel, work area and equipment.
 - 2.1.8.3 Abatement methods and procedures to be utilized.
 - 2.1.8.4 Procedures for handling and disposing of waste materials including the name and address of the landfill to be used.
 - 2.1.8.5 Emergency Planning Procedures (see Section 8.0 of these specifications).
 - 2.1.8.6 A sequence of work and a performance schedule.

The items discussed in this section must be presented at the Pre-Start Meeting and a copy must also be kept in a log book which will be in view at the job site at all times. The items listed in the "Regulations" section of this specification must also be included in this log book. Proof of Contractor Licensing and Emergency Procedures as outlined above must also be posted in view near the decontamination chamber entrance as well as the

notification addressed in Item 5 and the sign-in sheet addressed in Item 10 of these specifications.

2.2 At this meeting the Contractor and Owner shall agree on the existing conditions of the work area and the areas immediately surrounding this area.

3. Log Book/Regulations

3.1 The Contractor shall have the following items in view at the job site at all times. These items must be kept in a log book (three (3) ring binder) as described in the "Pre-Start Meeting" section and include all items stated in 2.1.

3.1.1 OSHA Regulation 29 CFR, Part 1926.1101.

3.1.2 Environmental Protection Agency 40 CFR, Part 61 Subpart M: (National Emission Standard for Hazardous Air Pollutants).

3.1.3 Environmental Protection Agency 40 CFR, Part 763.

3.1.4 A complete set of these specifications.

3.1.5 Appropriate MSDS's.

3.2 Whenever during the course of this contract the Contractor, his subcontractor or his employees encounter asbestos, the Contractor shall handle, remove, and dispose of the asbestos strictly in accordance with the rules, guidelines, and regulations specified by EPA, OSHA, the Michigan Department of Consumer & Industry Services, the Department of Environmental Health, and all other applicable regulatory agencies. The most recent edition or revision of any relevant regulation, standard, document or code shall be controlling. Where conflict among the requirements or with these specifications exists, the most stringent requirements shall be utilized.

4. Submittals to Owner's Representative/Consultant

4.1 The following shall be submitted for all employees who will participate in the project, to the Owner's Representative before project begins.

4.1.1 Copy of Employee Training Certificates.

4.1.2 Copy of MDPH accreditation cards or letter by Contractor with verbal acceptance from MDPH (see 2.1.7).

4.1.3 Copy of dated fit test.

4.1.4 Copy of doctors written opinion.

5. Notification Procedures

5.1 The Contractor will make all necessary notifications to the appropriate federal, state and local agencies.

5.2 The National Emission Standards for Hazardous Air Pollutants (NESHAP), Asbestos regulation 40 CFR 61, Subpart M, requires that in a facility being renovated, if the combined amount of regulated asbestos containing materials being removed is at least 80 linear meters (260 linear feet) on pipes or at least 15 square meters (160 square feet) on other facility components, or is at least 1 cubic meter (35 cubic feet) off of facility components where the length or area could not be measured previously, a ten (10) working day notification must be submitted to the EPA and the Michigan Department of Environmental Quality. All the requirements of 40 CFR 61.145 apply, including but not limited to the following:

5.2.1 An indication of whether the notice is an original or a revised notification.

5.2.2 Name, address, and telephone number of the facility Owner and operator and the Owner or

operator of the asbestos removal firm.

- 5.2.3 Type of operation: demolition or renovation.
- 5.2.4 Facility description including at least the following:
 - 5.2.4.1 Size (square meters (or square feet) and number of floors).
 - 5.2.4.2 Age.
 - 5.2.4.3 Present and prior uses.
- 5.2.5 Procedure, including analytical methods, employed to detect the presence of asbestos-containing material.
- 5.2.6 Estimate of the approximate amount of regulated asbestos-containing material to strip using the appropriate units, either linear meters (linear feet) for pipes, square meters (square feet) for other facility components, or cubic meters (cubic feet), if the asbestos-containing material will be stripped from the facility components without being measured.
- 5.2.7 Estimate of the amount of Category I and Category II non-friable asbestos-containing materials in the affected part of the facility that will not be removed before demolition.
- 5.2.8 Location and address, including building number or name and floor or room number, if appropriate, street address, city, county, and state of the facility being demolished or renovated.
- 5.2.9 Scheduled starting and completion dates of asbestos removal work (or any other activity, such as site preparation that would break up, dislodge, or similarly disturb asbestos material) in a demolition (with the exception of government ordered demolitions) or renovation, and scheduled starting and completion dates of the demolition or renovation.
- 5.2.10 The beginning and ending dates of the report period for planned renovation operations involving individual non-scheduled operations.
- 5.2.11 Description of planned demolition or renovation work including the demolition and renovation techniques to be used and description of the affected facility components.
- 5.2.12 Description of work practices and engineering controls to be used to comply with the requirements of this standard.
- 5.2.13 Name and location of the waste disposal site where the asbestos-containing waste material will be deposited.
- 5.2.14 Certification that only persons trained as required in paragraph (C) (8) will supervise the stripping and removal of asbestos-containing material (effective one (1) year after promulgation).
- 5.2.15 Description of procedures for handling the finding of unexpected regulated asbestos-containing material or Category II non-friable asbestos-containing material that has been crumbled, pulverized, or reduced to powder.
- 5.2.16 For government ordered demolitions, include the name, title, and authority of the government representative ordering the demolition, the date the order was issued, and the

date the demolition was ordered to begin by the State or local government representative. Attach a copy of the order to the notification.

5.2.17 For emergency renovations, include the date and hour the emergency occurred, a description of the event and an explanation of how the event has caused unsafe conditions or would cause equipment damage or unreasonable financial burden.

5.2.18 Name, address, and telephone number of the waste transporter.

5.3 Section 220(1)(c) of Act 135 of the Public Acts of 1986, as amended, requires an asbestos abatement Contractor provide the Michigan Department of Consumer & Industry Services a minimum ten (10) day prior notification which includes items under 5.2 (above), in accordance with their requirements for any project that exceeds ten (10) linear feet or 15 square feet or both of friable asbestos-containing material.

5.4 All other agency notifications must be made on a timely basis as deemed necessary by those agencies.

5.5 Payments of all applicable regulatory required fees and/or charges are the sole responsibility of the Contractor.

II. ABATEMENT REQUIREMENTS

6. Worker's Dress and Safety Equipment

6.1 Worker's clothing shall be provided by the Contractor as required by current OSHA regulation. Rips and tears in the coveralls shall be repaired, or else the coveralls shall be replaced.

6.2 The Contractor shall provide protective clothing for the Owner's Consultant, and inspection personnel.

6.3 Worker's clothing shall consist of disposable full body coveralls (coveralls should be of Tyvek material - disposable paper), underwear, head covers, gloves, and boots. The Contractor shall supply whatever safety gear is necessary to protect those people authorized to enter the work site, including if necessary, hard hats and eye protection. OSHA approved footwear is mandatory while at the project site (inside and outside of the enclosure). No street clothing shall be worn under coveralls.

6.4 The Contractor shall have an appropriately rated fire extinguisher in the dirty room and clean room of each enclosure.

6.5 The Contractor shall adhere to all OSHA and other regulatory agency requirements regarding the safety of the employees, including but not limited to:

- 6.5.1 Fire Safety
- 6.5.2 Ladders
- 6.5.3 Scaffolding
- 6.5.4 Confined Spaces

7. Respiratory Protection

7.1 Respirator protection for workers shall be provided by the Contractor as required by current OSHA regulation.

7.2 Respiratory protection consisting of powered air purifying respirators (P.A.P.R.) with full-face piece and HEPA filters will be provided and used by all asbestos abatement workers. Half-face cartridge

respirators may be used for setting up, tearing down, Pre-cleaning and post cleaning work area(s) with the approval and/or at the discretion of the Owner's representative. Workers will always wear a respirator when in the work area. While wearing the respirator, workers will not pull the respirator away from his/her face to talk, smoke, eat, or drink. No workers will be permitted to wear a half-face respirator unless clean shaven. If half-face cartridge respirators are used as described above, then a qualitative fit test for each employee engaged in this work must be completed. These fit tests must be completed in accordance with OSHA regulations.

- 7.3 Combination cartridges (Asbestos and Organic vapor) are required during the removal of mastic materials.
- 7.4 An adequate supply of cartridges and respirators must be on-site and available for workers (regardless of respirator type).

8. Emergency Planning

- 8.1 Emergency planning shall be developed prior to abatement initiation and agreed to by the Contractor and the Owner or Owner's Representative. All plans must be detailed in writing and posted at the job site (in view near the decontamination chamber entrance).
- 8.2 Emergency planning shall include written procedures for the following emergencies:
 - 8.2.1 The Contractor must explain his contingency plan for the possibility of the negative air filtration devices blowing a fuse, tripping a circuit breaker, or losing power.
 - 8.2.2 The Contractor must explain his contingency plan for the possibility that a disposal bag may break or leak.
 - 8.2.3 The Contractor must explain his contingency plan for the possibility of an injury.
 - 8.2.4 For non-life-threatening situations - employees injured or otherwise incapacitated shall decontaminate following normal procedures with assistance from fellow workers if necessary, before exiting the work place to obtain proper medical treatment
 - 8.2.5 For life-threatening injury or illness, worker decontamination shall take least priority after measures to stabilize the injured worker, remove him/her from the work place and secure proper medical treatment.
 - 8.2.6 The Contractor must detail emergency evacuation routes in case of fire, explosion, or toxic atmosphere, etc.
- 8.3 The Contractor shall take all necessary precautions and actions to protect his employees, subcontractors, Owner's Representatives, Owner's Consultants, government inspectors, general public, and the building and structure from exposure to asbestos.

9. Preparation of Work Area for Asbestos Abatement

- 9.1 The Owner shall attempt to furnish utility services for the Contractor's use, including electrical outlets (25 ampere) and water taps in or adjacent to the work area in sufficient quantities and located such that the Contractor can use them for equipment and abatement/decontamination practices. However, should such utility access not be available, the Contractor is solely responsible for the provision of the same. In the event of power failure (regardless of fault), the Contractor is responsible for continuing work using adequate generator power.

- 9.2 Danger signs will be posted at a distance sufficiently far enough from the asbestos abatement work area to permit an employee to read the sign and take necessary protective measures to avoid exposure. Signs shall be in accordance with EPA and OSHA regulations. All possible entrances to the work area shall be posted. Additional signs will be placed at areas designated by the Owner's Consultant.
- 9.3 The building personnel shall attempt to shut down and lock out all heating, cooling, and air conditioning system components that are in, supply, or pass through the work areas. Should building personnel be unavailable or unable to so do, it is the sole responsibility of the Contractor to do so. The Contractor will seal all intake and exhaust vents in the work area with tape and 6-mil polyethylene, as well as any seams in system components that pass through the work area. All affected heating, ventilation and air conditioning system filters will be removed and placed in 6-mil polyethylene bags for disposal as asbestos waste.
- 9.4 The Contractor may be required to Pre-clean all movable objects within the work area using a HEPA filtered vacuum and/or wet cleaning methods. Pre-cleaning will be conducted by the Contractor as deemed necessary by the Owner or the Owner's Consultant. After cleaning, these objects shall be removed from the work area by the Contractor and carefully stored in an uncontaminated location as designated by the Owner's Consultant. (Carpeting, drapes, clothing, furniture, and other fabric items contaminated with asbestos may be required to be disposed of as asbestos contaminated waste.)
- 9.5 The Contractor may be required to Pre-clean all fixed objects in the work area using HEPA filtered vacuums and/or wet-cleaning methods. Pre-cleaning will be conducted by the Contractor as deemed necessary by the Owner or the Owner's Consultant. The extent of the Pre-cleaning will be determined by, but not limited to the following factors: the particular application of the asbestos-containing material, its present condition, friability, asbestos content, visible debris and the type of surface to which the material is applied
- 9.6 Where doors or other such building fixtures are removed by the Contractor prior to abatement activities, the Contractor is responsible for replacing doors and/or fixtures upon completion of abatement. Each door and/or fixture shall be sufficiently marked or otherwise identified by the Contractor to insure replacement in the proper location.
- 9.7 The Contractor shall seal all windows, doorways, elevator openings, corridor entrances, drains, ducts, grills, grates, diffusers, skylights and all other openings between the work area and the areas outside the work area with, at a minimum, 4-mil polyethylene sheeting.
- 9.8 Walls will be covered with at least one layer of 4-mil polyethylene sheeting. Walls that are non-porous and will not be damaged by water, surfactant, or encapsulation do not necessarily need protection. They can be decontaminated using HEPA vacuums and wet cleaning techniques. The Owner or the Owner's Consultant will advise the method deemed most appropriate and the Contractor shall comply with the method chosen.
- 9.9 Floors shall be covered with at least three layers of 6-mil polyethylene sheeting.
- 9.10 Non-waterproof tape may not be used for attaching polyethylene sheeting or for sealing polyethylene leaks. High quality duct tape or its equivalent shall be used for this purpose.
- 9.11 The Owner or the Owner's Consultant must approve the decontamination chamber location, Contractor parking, dumpster location and entrances that the Contractor will use for the movement of supplies and personnel.
- 9.12 Equipment storage, bathroom usage designation, foreman's office and designated break areas (if available) will be determined by the Owner or the Owner's Consultant. Only project areas and designated areas are to be used.

- 9.13 No asbestos abatement shall begin until the Owner's Consultant has inspected and approved the enclosure built around the work area.

10. Decontamination

- 10.1 The Contractor will construct decontamination facilities in a predesignated area which will house the clean room, shower room, dirty room, and, when feasible, an equipment room. This facility will be, at minimum, a three-chambered with an entrance airlock with shower facilities in its central chamber. The dimensions of these chambers will be adequate for the number of men needed for the project. At least two layers of 6-mil polyethylene will be placed on the floor of the entire decontamination chamber, to prevent leakage of water from the showers. The walls, floor, and ceiling covering of the airlock construction will be seamed to each other in a fashion making them air and water tight. One end of this construction will exit to the clean area outside the containment barrier walls. The other end of this construction will exit inside or at the containment barrier walls. Except for these doors, all three chambers will be partitioned from each other with air and water tight flaps made of 6-mil polyethylene. Four (4) flapped doors will be constructed with two (2) layers of 6-mil polyethylene. One door will be at the entrance of the clean room, one door at the entrance to the shower, one door at the entrance to the dirty room, and the last door at the entrance to the work area. Both layers will be attached to the side of the door which faces toward the work area. The first layer of polyethylene will be attached at the top, bottom, and sides of the door opening. It will be slit down the middle. The second layer of polyethylene will be attached only at the top of the door on the dirty side of the door opening. It will be wider than the slit made in the first layer and will hang like a flap. When air is drawn from the clean side of the airlock into the work area it will cause the door flaps to lift. If air attempts to move from the work area end of the airlock toward the clean end or outside of the enclosure, it will force the flaps shut, closing the slit in the first polyethylene layer and thus stopping the air flow. All four (4) door openings or flaps will be constructed to allow clean air into the enclosure, but stopping air from exiting the enclosure. The central chamber will contain shower(s). Each shower stall will sit in a pan with at least six-inch sides. Suitable hoses will be used to supply hot and cold water to the showers. A sump pump or other suitable and safe device will be used to filter and dispose of the shower waste water through a special HEPA filter. No water may leave the work area without undergoing HEPA filtration or being treated as asbestos waste. Black polyethylene sheeting may be used for privacy on the decontamination facility.
- 10.2 The Contractor may construct a two-chambered decontamination airlock to serve as a debris port. All asbestos waste will be moved out through this port or through the decontamination unit. The chamber will be constructed in the same manner as the main decontamination airlock, but excluding the shower facility. As each bag is filled, it will be set into the first room for temporary storage. Three workers will be needed to complete the waste decontamination process. A worker in the first room will wash and hand the bag to a worker in the second room where he/she will then double-bag the material. The second worker will then hand the double-bagged material to a third worker who loads the material on the transport vehicle (airlocks must exist between each room, as in the main decontamination facility). If a debris port is not possible, all precautions should be taken when hauling waste through the main decontamination facility, where all bags will go through the decontamination process. If a separate decontamination facility is constructed it shall be sealed while not in use.
- 10.3 All workers, without exception, will change street clothes in designated areas (clean room) prior to the start of each days work. Lockers or acceptable substitutes will be provided by the Contractor for street and work clothes. After workers are properly dressed in protective gear, they will walk through the shower and dirty room into the work area.
- 10.4 At the end of the work shift, and anytime the worker leaves the work area, he/she will decontaminate by removing all contaminated work clothes in the dirty room, but leaving his/her respirator on. He/she will then proceed to the showers and properly wash. Respirators will be worn while

showering and remain on until the respirator is clean of asbestos. The cartridges will then be removed and disposed of as asbestos waste and the respirator stored in the clean room. Workers will shower before breaks, lunch and at the end of each day's work. Hot water, towels, soap and hygienic conditions shall be provided by the Contractor.

- 10.5 Adequate toilet facilities may be located outside of the work area and decontamination for this purpose will be employed. Where such facilities do not exist, the Contractor will provide portable service.
- 10.6 No smoking, eating or drinking is to take place in the work area. Prior to smoking, eating, drinking or using toilet facilities, workers will fully decontaminate by showering. A new coverall will then be used to re-enter the work area.
- 10.7 Procedures developed for evacuation of injured workers (see 6.3, Emergency Planning) will be used. Aid for a seriously injured worker will not be delayed for reasons of decontamination.
- 10.8 Worker's footwear will remain inside the work area until the completion of the job.
- 10.9 All waste water must be passed through a HEPA filter or collected in an air tight container and disposed of as asbestos waste.
- 10.10 All Contractor's tools and supplies, including large items such as ladders and scaffolding must be properly decontaminated when removing them from the project area.

11. Methods of Asbestos Abatement

NOTE: The use of supplies, equipment, tools, etc., owned, rented or otherwise in the possession of the Building Owner is strictly prohibited.

- 11.1 The asbestos material will be sprayed with either removal encapsulant or "amended water" (which contains an additive to enhance penetration). A fine spray of either solution will be applied to prevent fiber disturbance preceding the removal of the asbestos material. The asbestos will be sufficiently saturated to prevent emission of airborne fibers in excess of the exposure limits prescribed in the OSHA standards referenced in these specifications. The Contractor shall not, however, allow excessive water to accumulate in the work area. If removal encapsulant water is not used, surrounding areas will be periodically sprayed and kept wet to facilitate removal with minimum fiber release. A high humidity will be maintained in the work area to assist in fiber settling. If at any time the Owner's Consultant determines the material is not kept adequately wet, misters and/or sprinklers will be mandatory.
- 11.2 Removal of asbestos material will be done in manageable sections with two-person teams (if needed). Material will be removed as intact sections or components whenever possible and carefully lowered to the floor.
- 11.3 The waste material will be packed in labeled 6-mil polyethylene bags (held within 55 gallon drums with the required EPA & OSHA labels where appropriate) prior to starting the next section to prevent the material from drying. Double bagging will always be used. Bags shall not be over-filled and will be securely taped or sealed at the top to prevent accidental opening or leakage during removal, storage and transport. All bags and/or drums shall have all appropriate warnings and labels attached to them.
- 11.4 Large components removed intact will be wrapped in two layers of 6-mil polyethylene sheeting secured with tape properly labeled for transport to the landfill. Such packaging shall have all appropriate warnings and labels attached to them.

- 11.5 When removal of building materials (electrical, light, duct work, etc.) is necessary, the Contractor shall develop drawings indicating existing materials and their exact locations.
- 11.6 Personnel knowledgeable and experienced in electrical work must be used when installing or making connections to any electrical components within the facility, as well as when removing and/or replacing lights.
- 11.7 All ceiling demolition, including but not limited to wires, hangers, steel bands, nails, screws, metal lath, tin sheeting, and other objects may be required to be treated as asbestos waste. These materials have sharp edged components that will tear the polyethylene bags and sheeting, thus, this waste must be placed into fiberglass or fiberboard drums for disposal and labeled appropriately.
- 11.8 No bags shall be thrown or dropped at any time.
- 11.9 All containerized asbestos waste that is stored on-site (if allowed) shall be properly labeled and placed in a locked or secured location until ready for final disposal. Labels shall be of sufficient size and contrast to be readily visible and legible. The sign shall read:
- "Danger
Contains Asbestos Fibers
Avoid Creating Dust
Cancer and Lung Disease Hazard"
- 11.10 All asbestos abatement projects will be completed with the use of HEPA air filtration devices. Each unit must have three filters, including a HEPA filter capable of removing minute asbestos fibers. Each unit has ducts that must be exhausted to the outside air. Inlet and outlet ports of the air filtration devices must be covered with tape and 4-mil polyethylene sheeting when not in use. HEPA air filtration devices will be set up so that the air in the enclosure is drawn away from the abatement worker. Removal and cleaning operations will always move towards the air filtration devices. HEPA air filtration devices will be run until the completion of the project.
- 11.10.1 The Contractor will provide and maintain a pressure differential strip gauge. It will be activated prior to removal of any building material and continue operating until the final clearance results have been determined. Placement of the differential strip gauge is subject to the approval of the Owner's Consultant. The Owner's Consultant may, at their discretion, utilize additional pressure differential strip gauges or other devices to measure the pressure differential.
- 11.10.2 A minimum reading of 0.020 inches of water on a differential pressure gauge shall be maintained at all parts of the enclosure.
- 11.10.3 Sufficient negative pressure will be used in the enclosure to evacuate the air once every 15 minutes (minimum).
- 11.10.4 Smoke tubes shall be used daily by the Contractor to test for leaks and breeches in the containment.
- 11.11 All air filtration devices must be ducted to the outside of the building from a position that is securable. Flexible duct will be used and placed at a location approved by the Owner's Representative.
- 11.12 All gross amounts of asbestos debris shall be cleaned up, bagged, and sealed at the end of each working day.
- 11.13 The Contractor shall transport materials to the ground via leak-tight chutes or such other containers if

the material is being removed or stripped more than 50 feet above ground level and not removed as units or in sections.

- 11.14 A thick encapsulant such as "VIAC" shall be applied to any exposed pipe insulation ends leading away from the enclosure area, regardless of material make-up.
- 11.15 Only vacuums and air filtration devices with "HEPA" filters will be allowed. No "shop-vacs", homemade hybrid vacuums or air filtration devices will be allowed on site.

12. Non-Friable Material

- 12.1 Under certain circumstances, asbestos-containing materials may be removed in a non-friable state. The circumstances which will allow such removal will be determined by and at the sole discretion of the Owner and/or the Owner's Representative.
- 12.2 Non-friable asbestos-containing floor tile may be removed utilizing infra-red heat machines. The following procedures shall be strictly adhered to.
 - 12.2.1 Critical barriers will be established over all vents, doors or other openings between the work area and other areas of the facility. These barriers shall be constructed so as to prevent any objectionable smoke or odor from penetrating outside the work area.
 - 12.2.2 The removal of the asbestos-containing floor tile will be conducted with the use of HEPA air filtration devices. Each unit must have three filters including a HEPA filter. Each unit shall be exhausted to the outside air. Inlet and outlet ducts of the air filtration devices must be covered with tape and at least 4-mil polyethylene when not in use. The HEPA air filtration devices will be activated prior to any removal operations being commenced and will remain running 24 hours per day until the completion of the project.
 - 12.2.3 All air filtration devices must be ducted to the outside of the building. The area where the duct leaves the building must be made so as to be secure and protected from vandalism and the elements. Flexible ductwork will be used and shall be placed at locations approved by the Owner and/or the Owner's Representative.
 - 12.2.4 The Contractor has sole responsibility to arrange for the arrival and placement of the infra-red heat machine(s) within the facility. Additionally, the Contractor shall have at least one individual experienced in electrical work who can make whatever electrical connections to power the machines. It is not the Owner's responsibility to make any electrical connections. Any involvement by the Owner's personnel will result in backcharges to the Contractor.
 - 12.2.5 The Contractor is responsible for the provision of charged and suitably rated fire extinguishers within the work area(s). The number necessary shall be determined in part by the size of the work area and the number of infra-red heat machines in use. The Owner and/or the Owner's Representative may require additional extinguishers at their sole discretion.
 - 12.2.6 The Contractor shall take special care to ensure that the infra-red heat machine(s) are not left on one area of floor tile so as to burn the floor tile and cause excessive odor and smoke.
 - 12.2.7 The floor tile will be carefully scraped up off the underlying flooring utilizing such methods as necessary. Special care should be taken so as to be sure that the floor tile is removed in whole pieces. Chipping the floor tile is strictly forbidden. The floor tile must remain in a

non-friable state at all times.

- 12.2.8 As the floor tile is removed, the Contractor's personnel shall carefully place the tile into fiberboard barrels. Other types of materials for the barrels will be considered at the discretion of the Owner's Representative. However, barrels shall be required to hold the tile being removed. Exceptions to this policy will not be considered or allowed
 - 12.2.9 Each barrel shall be labeled and disposed of in strict compliance with all applicable requirements as set forth in Section 16 et. seq. of these Technical Specifications. The Owner and/or the Owner's Representative shall make the decision in its/their sole discretion whether a requirement is applicable.
- 12.3 Non-friable asbestos-containing transite material may be removed at times utilizing, at a minimum, the following procedures. The circumstances under which such removal will be allowed and exactly which procedures shall be utilized shall be determined by and at the sole discretion of the Owner and/or the Owner's Representative.
- 12.3.1 The transite must remain in a non-friable state throughout the removal process. special care must be utilized when removing the material from either the underlying substrate or from whatever type of frame is holding the material.
 - 12.3.2 The material should be wetted thoroughly. Special care should be taken with the edges and/or other protrusions through the material (i.e. screw holes, nail holes, etc.)as soon as they are exposed. The wetting process needs to be repeated as necessary to maintain the wetted condition and to prevent fibers from being released.
 - 12.3.3 Polyethylene drop cloths should be utilized whenever possible to enable material to be more easily cleaned.
 - 12.3.4 Any items removed from the transite material shall be disposed of as asbestos waste. Such items would include but not be limited to screws, nails and other such fasteners
 - 12.3.5 The material shall be wrapped in 6-mil plastic and securely sealed with waterproofed duct tape. This wrapped "package" shall then be wrapped again and securely sealed.
 - 12.3.6 Certain transite materials may be more economically wrapped by utilizing 6-mil polyethylene asbestos disposal bags. In such instances, the material shall be double-bagged with each bag being sealed individually with high quality duct tape.
 - 12.3.7 Any polyethylene drop cloths or other plastic shall be wrapped and sealed as indicated in Section 12.3.6 of these Technical Specifications.
 - 12.3.8 Should the removal of the transite material be conducted within the confines of a facility, critical barriers may have to be established over all vents, doors or other openings between the work area and other areas of the facility.
 - 12.3.9 The Contractor shall ensure that its employees strictly comply with Sections 6, 7, and 8 of these Technical Specifications regarding worker protection, respiratory protection, and emergency planning. Should additional steps need to be taken so as to prevent the exposure to asbestos fibers for the facility, facility occupants or other workers at the site, the Contractor shall promptly comply with the requests of the Owner and/or the Owner's Representative. The decision to require any additional measures to be taken will be at the sole discretion of the Owner and/or the Owner's Representative.

12.3.10 Each "package", bag or other container with transite material within shall be labeled and disposed of in strict compliance with all applicable requirements as set forth in Section 16 et. seq. of these Technical Specifications. The Owner and/or the Owner's Representative shall make the decision in its/theirs sole discretion whether a particular requirement is applicable.

12.3.11 Any areas that may be exposed between the outside and inside of the facility or any areas within the facility shall be sealed by plywood or such other material so as to secure the building both from the elements and vandalism. The Contractor shall be responsible for the security of the area where the work was performed or is being performed.

13. Glove Bag Technique

- 13.1 A solution of amended water shall be prepared (according to manufacturer's instructions) for the airless sprayer.
- 13.2 The glove bag should be fitted to the size of the pipe by cutting the top and the top sides of the glove bag. A polyethylene drop cloth shall be placed under the glove bag work area.
- 13.3 The following tools and supplies at a minimum shall be placed inside the glove bag in the tool pouch: utility knife, wire brush, rags, container with thick encapsulate (such as Childer's VIAC). Additional items or tools shall be placed inside dependent on the particular job.
- 13.4 The glove bag is then attached to the pipe by folding the open edges together (making a top seam above the pipe) and securely sealing them with duct tape, as well as sealing both cut sides around the pipe.
- 13.5 The bottom seam of the glove bag may be sealed with duct tape to prevent any leakage from a defective bag.
- 13.6 Insert the wand of the airless sprayer through the glove bag by making a small hole in a location that allows the wand to move freely in the bag, and tape the polyethylene tightly. (There may be a prefabricated hole, especially for the sprayer.)
- 13.7 Insert the nozzle of the HEPA vacuum through the appropriate opening (prefabricated hole) and tape the polyethylene tightly around the nozzle. The vacuum (turned on), in association with a flap, will be used throughout the duration of the glove bag removal project in order to establish proper negative pressure within the glove bag.
- 13.8 Place your arms into the glove bag appendages and thoroughly wet the pipe insulation.
- 13.9 Using the knife, cut through the asbestos at each end of the section to be removed. The section to be removed is then slit from end to end (keeping material wet while cutting).
- 13.10 The insulation is then lifted off the pipe and lowered carefully to the bottom of the glove bag.
- 13.11 Using the wire brush, towels and water, the pipe shall be thoroughly cleaned.
- 13.12 Wet the entire inside of the bag with specific attention to the polyethylene around the pipe and the arms and sockets.
- 13.13 Following a visual by the Owner's Consultant, the exposed end of the insulation remaining on the pipe shall be encapsulated, as well as the bare pipe.
- 13.14 Put all tools and supplies into wet cleaned arm socket by pulling socket inside out.

- 13.15 Tape the flap and collapse the bag by sucking all of the air out of the bag using the HEPA vacuum.
- 13.16 Tape the arm close to the tools (tape it in two locations with a one-inch space between the taped spots). Cut between the taped spots and put the enclosed tools into a bucket of water.
- 13.17 Remove the sprayer wand and seal the opening.
- 13.18 Remove the vacuum nozzle and seal the opening.
- 13.19 The glove bag should be squeezed tightly (as close to the top as possible) twisted, and sealed with duct tape.
- 13.20 Cut the bag off the pipe above the taped area and put the glove bag and drop cloth into an asbestos disposal bag, as well as the remaining portion of the bag on the pipe.
- 13.21 Clean the tools in the bucket of water and dispose of the water and glove bag remains in the asbestos disposal bag. The clean tools should be placed inside a polyethylene bag for future use.

UNACCEPTABLE PRACTICE USING THE GLOVE BAG TECHNIQUE

- 13.22 Glove bags shall not be slid down the length of the pipe. Only insulation within the dimensions of the glove bag may be removed.
- 13.23 The Owner's Consultant shall determine when the glove bag technique to be used is acceptable.

14. Post Abatement Clean-Up

- 14.1 After completion of all removal and stripping, all surfaces within the work area will be wire-brushed and/or wet-wiped to remove all visible residue.
- 14.2 All visible accumulations of asbestos-containing materials and asbestos-contaminated debris will be removed and containerized. Durable plastic shovels must be used in place of metal shovels in order to minimize damage to floor sheeting.
- 14.3 Tools will be decontaminated by removing any gross amounts of asbestos from them in the work area. Following this, they will be wiped off in the dirty room and then sprayed down with water in the shower area. All hand tools will then be sealed in plastic bags. Workers will wear protective equipment throughout this process. (Where space allows, a separate equipment room will be built inside the enclosure. This will eliminate the accumulation of gross asbestos on tools and equipment and will facilitate decontamination of these items.) No tools or equipment will be allowed to leave the work area without being decontaminated.
- 14.4 Following the cleanup of visible accumulations, the polyethylene sheeting will be removed from the walls and ceiling, and the interior layer will be removed from floors. At this point any asbestos that has fallen behind the polyethylene will be cleaned up. However, all barriers to doors, windows, and other critical barriers to clean areas will be left in place until final air checks are completed.
- 14.5 Following clean up of visible accumulations of asbestos waste, the entire area will be wet-wiped. During setting/drying periods no entry, activity, or ventilation into the work area will be allowed. However, the HEPA air filtration devices will continue to operate.
- 14.6 All removed polyethylene, tape, cleaning material, and contaminated clothing will be placed in 6-mil polyethylene bags or polyethylene lined drums, sealed and labeled as described above for disposal as

asbestos waste material.

- 14.7 Only clear drying encapsulants and amended solutions may be used.
- 14.8 Prior to final clearance sampling, all items will be removed from the dirty room.

15. Acceptance Criteria for Area Re-Occupancy

- 15.1 The Contractor will clean all work site surfaces in a proper manner with appropriate equipment in accordance with Item 13 of these specifications.
- 15.2 After completion of the cleaning operations, the following activities shall be performed:
 - 15.2.1 A complete visual inspection to insure dust free conditions. The Contractor shall tour and inspect the entire work area, including but not limited to: ventilation openings, doorways, windows, and other openings; he/she shall look for debris from any sources, residue on surfaces, or any other matter. If any debris or residue is found, repeat the final cleaning until visual inspection is passed. It shall be the right of the Owner's Consultant(s) to accompany the Contractor during the inspection and determine if additional cleaning is necessary.
 - 15.2.2 A clear drying encapsulant will be used to seal all surfaces of the work area. Non-clear drying encapsulants can only be used upon approval by the Owner and/or Owner's Consultant.
- 15.3 Air samples will be collected following completion of all cleaning operations as specified in 14.1 - 14.7, following encapsulation as specified in 15.2.2, and after the work area is completely dry.
- 15.4 Post-abatement air samples collected from an area in which less than or equal to 160 square feet, or 260 linear feet of ACM have been removed, enclosed or encapsulated, may be analyzed using Phase Contrast Microscopy (PCM). If more than 160 square feet, or 260 linear feet of ACM are removed, or encapsulated the post-abatement air samples collected must be analyzed by Transmission Electron Microscopy (TEM).
 - 15.4.1 **Transmission Electron Microscopy (TEM) Clearance**
When the work site has become completely dry, the Owner's Consultant shall collect at least ten post-abatement air samples according to 40 CFR, Part 763 (AHERA Regulations). At least five samples shall be taken in the abatement site; and five samples shall be taken at locations representative of air entering the abatement site. A minimum of 1,200 liters per air sample and a maximum of 1,800 liters per air sample shall be collected using aggressive sampling techniques. If the post-abatement test reveals fiber levels in excess of 0.01 fibers/cc, and/or if the Z-Test analysis in accordance with AHERA does not pass, the cleaning and measurement operations specified in Sections 13 and 14 of these specifications will be repeated until the area is in compliance. Performing the Z-Test analysis is solely at the discretion of the Owner's Consultant.
 - 15.4.2 **Phase Contrast Microscopy (PCM) Clearance**
When the work site has become completely dry, the Owner's Consultant shall collect at least five post-abatement air samples according to 40 CFR, Part 763 (AHERA Regulations). Five samples shall be taken in the abatement site. A minimum of 2,000 liters per air sample shall be collected using aggressive sampling techniques. If the post-abatement test reveals fiber levels in excess of 0.01 fibers/cc, the cleaning and measurement operations specified in Sections 13 and 14 of these specifications will be repeated until the area is in compliance.

- 15.5 After the work area is found to be in compliance, all entrances and exits are unsealed, and the polyethylene sheeting, tape and any other trash and debris shall be placed in double sealed polyethylene bags (6-mil minimum) or barrels lined with one polyethylene bag (6-mil minimum), and properly labeled and disposed of.

16. Disposal of Asbestos Material and Related Debris

- 16.1 All asbestos materials and miscellaneous debris in properly labeled polyethylene bags (double bagged) or other containers will be transported to the predesignated disposal site in accordance with the guidelines of the U.S. Environmental Protection Agency and the Department of Environmental Quality. Asbestos disposal forms will be completed to document proper disposal of asbestos waste. (These must be submitted before final payment will be made.)
- 16.2 All containers bagged or wrapped materials with asbestos-containing materials shall be labeled with the name and address at which the waste was generated, prior to materials being transported off the facility site.
- 16.3 Workers unloading the polyethylene bags and machinery operators will wear respirators when handling material at the disposal site.
- 16.4 All pertinent DOT rules and regulations will be followed when transporting asbestos.
- 16.5 All containers or wrapped materials shall be posted with Class 9 hazardous waste signs.
- 16.6 All asbestos-containing materials shall be transported in covered vehicles.
- 16.7 All dumpsters, trucks or other containers used to transport asbestos contained materials shall be properly labeled during the loading and unloading of waste.

17. Submittals Prior To Contractor Release & Final Payment

- 17.1 Damages: The Contractor shall promptly repair any and all damages caused to facilities at no cost to the Owner.
- 17.2 The following must be submitted prior to final payment:
- 17.2.1 Copies of Disposal receipts of all asbestos contaminated material, plus copies of all transport manifests, trip tickets, or other disposal documentation.
- 17.2.2 All documentation requested in Submittals to Owner's Representative, Section 4.1.

III. WORK/CONDUCT REQUIREMENTS

18. Supervision, Personnel and Misconduct

- 18.1 A "competent person" as defined in 29 CFR 1926.1101 must be on-site at all times throughout the duration of the project(s). This competent person, as designated prior to the start of said project(s) must remain the same throughout the duration of the project(s).
- 18.2 The Owner's Consultant IS NOT THE CONTRACTOR'S OUT-MAN. The Contractor must provide one out-man for each enclosure (unless the decontamination chambers are within "talking" distance of each other). The out-man must always remain within talking distance of the enclosure they are assigned to.

- 18.3 A Foreman with competent-person training must remain within the enclosure at all times during the project.
- 18.4 Contractors employees are subject to immediate dismissal if any of the following, but not limited to the following, occurs:
 - 18.4.1 Failure to follow proper abatement procedures, including but not limited to respiratory protection and the throwing of asbestos disposal bags outside of the enclosure.
 - 18.4.2 Physical threats and violence to the Owner's Consultant or any other person.
 - 18.4.3 Property damage or theft.
 - 18.4.4 Reckless driving on Owner's property.
 - 18.4.5 Discourteous and ill-mannered statements made to the Owner, Owner's employees or Owner's Consultant.
 - 18.4.6 Consumption of alcohol on Owner's premises.

19. Site Security/Site Cleanliness

- 19.1 The work area is restricted to only authorized, trained and protected personnel. These personnel may include the Contractor's employees, employees of subcontractors, Owner's employees and Representatives, state and local inspectors, and any other designated individuals. The list of employees who will participate in the project as defined in 2.1.2 of these specifications will be the only employees allowed to enter the work area. Additional employees assigned to this project **must** be cleared through the Owner or the Owner's Consultant. Documentation of all training, medical, and other pertinent requirements are needed before the employees participation.
 - 19.1.1 An employee shall not remain on the Owner's premises if he/she is prohibited from participating in the project as a result of insufficient paperwork or if the Owner's Consultant determines the employee, in any manner, is detrimental to the safe completion of the project.
 - 19.1.2 The Contractor shall record the names and social security numbers of all people on a sign-in sheet who enter the work site, and maintain this record for thirty years.
- 19.2 Entry into the work area by unauthorized individuals shall be strictly prohibited.
- 19.3 Access to the work area shall be through a single worker decontamination system. All other means of access (doors, windows, hallways, etc.) shall be blocked or locked so as to prevent entry to or exit from the work area. The only exceptions for this rule are the waste pass-out airlock which shall be sealed except during the removal of containerized asbestos waste from the work area, and emergency exits in case of fire or accident. Emergency exits shall not be locked from the inside; instead, they shall be sealed with polyethylene sheeting and tape until needed.
- 19.4 The Contractor shall designate one worker to remain outside each enclosure throughout the duration of the project in order to regulate ingress and egress to the work areas as well as to provide needed supplies and equipment. The worker outside the enclosure will be within hearing range at all times.

At least one person, at all times, inside the enclosure must have had "competent person" training.

- 19.5 All areas occupied or used in any way by the Contractor (all employees), outside the enclosure(s) but within the building shall be kept in an acceptable condition and thoroughly cleaned at the end of each day, to the satisfaction of the Owner's Consultant. If at any time, food containers or debris is found not properly disposed of, eating on premises shall be terminated.
- 19.6 The Contractor is responsible for maintaining areas outside the building in a condition acceptable to the Owner or the Owner's Consultant. This includes but is not limited to: sanitation, supplies and equipment, and employee driving and substance abuse.

20. Stop Work Orders

- 20.1 If at any time, the Owner or the Owner's Consultant decide that work practices are in violation of the contract specifications or endangering workers, he/she or they will immediately notify the Contractor's on-site Representative of such and operations are to cease until corrective action is taken.
- 20.2 The Contractor shall cooperate fully with the Owner and Owner's Consultant.

IV. AIR MONITORING

21. Sampling Requirements

- 21.1 The Owner's Consultant shall conduct all air sampling for the Owner throughout all phases of the contract.
- 21.2 All non-post-abatement air samples shall be analyzed using the NIOSH 7400 Method. All post-abatement air samples collected in situations involving removal, repair, enclosure, or encapsulation of more than 160 square feet or 260 linear feet of ACBM shall be analyzed under the "Mandatory Transmission Electron Microscopy Method" defined in 40 CFR, Part 763 (AHERA rules). Post abatement air samples collected in situations involving removal, repair, enclosure, or encapsulation of less than 160 square feet or 260 linear feet of ACBM shall be analyzed using the NIOSH 7400 Method, at the discretion of the Owner and/or the Owner's Consultant.

22. Sampling Types

- 22.1 Throughout the abatement and cleaning operations, air sampling will be conducted to ensure that the Contractor is complying with all codes, regulations, and ordinances. The following are representative sampling which may take place at the discretion of the Owner and the Owner's Consultant.
 - 22.1.1 Baseline - Collected in various/numerous locations prior to abatement to determine ambient interior fiber levels.
 - 22.1.2 Contiguous - Collected in various/numerous locations outside of the work area in order to detect elevated fiber levels during abatement.
 - 22.1.3 Work Area - Collected in various locations inside the work area to insure compliance with proper procedures and specifications.

- 22.1.4 Personal - Collected in the breathing zone of the asbestos abatement personnel according to 1926.1101, Appendix A, as amended, of the OSHA regulations. These samples will be placed on employees who are exposed to representative concentrations of airborne asbestos fibers. Personal sampling will ensure that the workmen performing the asbestos abatement projects are not exposed to asbestos contamination exceeding STEL (short term excursion limit) requirements and levels which exceed their respirator protection or otherwise endanger their health. Personal air samples will be collected on individuals as designated by the Owner's Consultant.
- 22.1.5 Post Abatement - Collected inside and/or outside the work area after the project is completed and the area has been cleaned and dried. This will determine if the job has been done correctly and whether the cleanup process must be repeated. Quantities are determined by all applicable regulations.
- 22.1.6 Field Blanks - Field blanks are collected to ensure that contamination of cassettes has not occurred. Each set of samples collected will include ten percent (10%) blanks or a minimum of two blanks.