

PROJECT BID / SPECIFICATION MANUAL

ABATEMENT OF ASBESTOS-CONTAINING MATERIAL ALEXANDER, SMITH, BYRD, REED AND HIGH SCHOOL DUNCANVILLE INDEPENDENT SCHOOL DISTRICT

Project No. AEC240208DISD

Prepared for:

Duncanville Independent School District
307 Crankshaft Drive
Duncanville, Texas 75116
(972)-708-2270

2/8/2024

Managed by:



*Advance
Environmental
Control, Inc.*

Advance Environmental Control, Inc.

P. O. Box 402

Frisco, Texas

Tel: 214-837-2095

Email: Moussaviank@Yahoo.com

**ABATEMENT OF ASBESTOS-CONTAINING MATERIAL
ALEXANDER, SMITH, BYRD, REED AND HIGH SCHOOL
DUNCANVILLE INDEPENDENT SCHOOL DISTRICT**

Project No. AEC240208DISD

Prepared for:

**Duncanville Independent School District
307 Crankshaft Drive
Duncanville, Texas 75116
(972)-708-2270**

2/8/2024

Managed by:



***Advance
Environmental
Control, Inc.***

Advance Environmental Control, Inc.

P. O. Box 402

Frisco, Texas

Tel: 214-837-2095

Email: Moussaviank@Yahoo.com

Prepared by:



Kourosh Moussavian, IAC, REM, CSS

Senior Environmental Scientist

TDSHS Consultant License #10-5639/ Expires 6,2,2025

Registered Environmental Manager #9449

WSO/ Certified Safety Specialist #990

TABLE OF CONTENTS

BID/ PROPOSAL DOCUMENTS

SCOPE OF WORK/ BID PRICING FORMS/ SCHEDULE

DUNCANVILLE ISD REQUEST FOR PROPOSAL DOCUMENT

SECTION 1

DIVISION 1 - GENERAL REQUIREMENTS

01013	Summary of the Work
01043	Project Coordination
01091	Definitions and Standards
01092	Codes, Regulations, and Standards
01301	Submittals
01410	Air Monitoring - Test Laboratory Services
01503	Temporary Facilities
01513	Temporary Pressure Differential & Air Circulation System
01526	Temporary Enclosures
01560	Worker Protection
01562	Respiratory Protection
01563	Decontamination Units
01601	Materials and Equipment
01632	Product Substitutions
01701	Project Closeout
01711	Project Decontamination
01714	Work Area Clearance

SECTION 2

DIVISION 2 - SITE WORK/ ASBESTOS ABATEMENT

02081	Removal of Asbestos-Containing Material and Debris
02084	Disposal of Asbestos-Containing Waste Material

ASBESTOS ABATEMENT:

ALEXANDER ELEMENTARY SCHOOL

510 Softwood
Duncanville, Texas 75137

ITEM I: Removal of ACM Transite Panels from lower Window Pane (Total of **5 Panels**) from exterior of East of Kitchen Dr., Entry/Exit Access Halls (~30 Sf)

_____ (\$_____).*

Alternate I: Removal of ACM Transite Panels from lower Window Pane (Total of **18 Panels**) from exterior of Art Room, Lounge, Entry/Exit Access Halls, and across from Gym (~140 Sf)

_____ (\$_____).*

SMITH ELEMENTARY SCHOOL

1010 Big Stone Gap
Duncanville, Texas

Alternate I: Removal of ACM Transite Panels from lower Window Pane (Total of **21 Panels**) with 9 Panels at Interior, and 12 Panels from exterior of Entry/Exit Access Halls (~160 Sf)

_____ (\$_____).*

BYRD JR. HIGH SCHOOL

1040 West Wheatland
Duncanville, Texas 75137

ITEM I: Removal of ACM Transite Panels from lower Window Pane (Total of **12 Panels**) from exterior of Entry/Exit Access Halls (~75 Sf)

_____ (\$_____).*

BYRD JR. HIGH SCHOOL

1040 West Wheatland
Duncanville, Texas 75137

Alternate I: Removal of ACM Transite Panels from lower Window Pane (Total of **5 Panels**) from interior of Library on East and West, and from Band Hall access doorways (~30 Sf)

_____ (\$_____).*

REED JR. HIGH SCHOOL

530 East Freeman
Duncanville, Texas 75116

ITEM I: Removal of ACM Transite Panels from lower Window Pane (Total of **10 Panels**), from exterior of Entry/Exit Access Halls (~60 Sf)

_____ (\$_____).*

Alternate I: Removal of ACM Transite Panels from lower Window Pane (Total of **49 Panels**), with 8 panels from interior designated areas and 41 panels from exterior of (~300 Sf)

_____ (\$_____).*

DUNCANVILLE HIGH SCHOOL
900 West Camp Wisdom
Duncanville, Texas

ITEM I: Removal of ACM Transite Panels from lower Window Pane (Total of **14 Panels**) from exterior of 9th Grade and Entry/Exit Access Halls (~ 90 Sf)

_____ (\$_____).*

Alternate I: Removal of ACM Transite Panels from lower Window Pane (Total of **14 Panels**) from exterior of West Cafeteria and Entry/Exit Access Halls (~ 90 Sf)

_____ (\$_____).*

TOTAL BID AMOUNT FOR ALL FIVE FACILITIES

AMOUNT: _____ (\$_____).*

TOTAL BID AMOUNT, IF YOUR COMPANY WAS TO PERFORM THE ABATEMENT FOR ALL THE ABOVE-REFERENCED FACILITIES UNDER SAME CONTRACT

AMOUNT: _____ (\$_____).*

*** Note:** Amount shall be shown in both written and figure form. In case of discrepancy between the written amount and the figure, the written amount will govern.

BID SCHEDULE

There is a mandatory pre-bid meeting/ walkthrough scheduled on Monday, February 26, 2024, at 9:30 AM. Meeting at the Duncanville ISD Police Department Training Room, located at 802 S. Main Street, Duncanville, TX, and after conducting the meeting, the walkthrough will be conducted for each facility.

****All sealed bid proposals will be submitted before 2:00 PM. on Monday, March 19, 2024, at the Duncanville Purchasing Department located at:**

**Duncanville ISD Purchasing Building
307 Crankshaft Drive
Duncanville, Texas 75116**

PROJECT SCHEDULE SUBMITTAL
(Mandatory)

ALEXANDER ELEMENTARY SCHOOL
(Summer Break/ June 3rd to July 26, 2024)
Base bid

Proposed Work Schedule	_____	No. of Work Days
No. of Shifts/Work Day	_____	No. of Shifts
Hours/Day	_____	Total Hours/Day
Anticipated # of Workers/Day	_____	# of Workers/Day
Total Work Hours Anticipated:	_____	Total Man Hours
Anticipated Man Hours <u>by Consultant Estimate:</u>	<u>64</u>	Total Man Hours
Anticipated Work shifts (crew of 8) <u>by Consultant Estimate:</u>	<u>2</u>	Total No. of Shifts

ALEXANDER ELEMENTARY SCHOOL
(Summer Break/ June 3rd to July 26, 2024)
Alternate Bid

Proposed Work Schedule	_____	No. of Work Days
No. of Shifts/Work Day	_____	No. of Shifts
Hours/Day	_____	Total Hours/Day
Anticipated # of Workers/Day	_____	# of Workers/Day
Total Work Hours Anticipated:	_____	Total Man Hours
Anticipated Man Hours <u>by Consultant Estimate:</u>	<u>192</u>	Total Man Hours
Anticipated Work shifts (crew of 8) <u>by Consultant Estimate:</u>	<u>6</u>	Total No. of Shifts

SMITH ELEMENTARY SCHOOL
(Summer Break/ June 3rd to July 26, 2024)
Alternate Bid

Proposed Work Schedule	_____	No. of Work Days
No. of Shifts/Work Day	_____	No. of Shifts
Hours/Day	_____	Total Hours/Day
Anticipated # of Workers/Day	_____	# of Workers/Day
Total Work Hours Anticipated:	_____	Total Man Hours
Anticipated Man Hours <u>by Consultant Estimate:</u>	<u>250</u>	Total Man Hours
Anticipated Work shifts (crew of 8) <u>by Consultant Estimate:</u>	<u>8</u>	Total No. of Shifts

BYRD JR. HIGH SCHOOL
(Summer Break/ June 3rd to July 26, 2024)
Base Bid

Proposed Work Schedule	_____	No. of Work Days
No. of Shifts/Work Day	_____	No. of Shifts
Hours/Day	_____	Total Hours/Day
Anticipated # of Workers/Day	_____	# of Workers/Day
Total Work Hours Anticipated:	_____	Total Man Hours
Anticipated Man Hours <u>by Consultant Estimate:</u>	<u>160</u>	Total Man Hours
Anticipated Work shifts (crew of 8) <u>by Consultant Estimate:</u>	<u>5</u>	Total No. of Shifts

BYRD JR. HIGH SCHOOL
(Summer Break/ June 3rd to July 26, 2024)
Alternate Bid

Proposed Work Schedule	_____	No. of Work Days
No. of Shifts/Work Day	_____	No. of Shifts
Hours/Day	_____	Total Hours/Day
Anticipated # of Workers/Day	_____	# of Workers/Day
Total Work Hours Anticipated:	_____	Total Man Hours
Anticipated Man Hours <u>by Consultant Estimate:</u>	<u>64</u>	Total Man Hours
Anticipated Work shifts (crew of 8) <u>by Consultant Estimate:</u>	<u>2</u>	Total No. of Shifts

REED JR. HIGH SCHOOL
(Summer Break/ June 3rd to July 26, 2024)
Base Bid

Proposed Work Schedule	_____	No. of Work Days
No. of Shifts/Work Day	_____	No. of Shifts
Hours/Day	_____	Total Hours/Day
Anticipated # of Workers/Day	_____	# of Workers/Day
Total Work Hours Anticipated:	_____	Total Man Hours
Anticipated Man Hours <u>by Consultant Estimate:</u>	<u>128</u>	Total Man Hours
Anticipated Work shifts (crew of 8) <u>by Consultant Estimate:</u>	<u>4</u>	Total No. of Shifts

REED JR. HIGH SCHOOL
(Summer Break/ June 3rd to July 26, 2024)
Alternate Bid

Proposed Work Schedule	_____	No. of Work Days
No. of Shifts/Work Day	_____	No. of Shifts
Hours/Day	_____	Total Hours/Day
Anticipated # of Workers/Day	_____	# of Workers/Day
Total Work Hours Anticipated:	_____	Total Man Hours
Anticipated Man Hours <u>by Consultant Estimate:</u>	<u>575</u>	Total Man Hours
Anticipated Work shifts (crew of 8) <u>by Consultant Estimate:</u>	<u>18</u>	Total No. of Shifts

DUNCANVILLE HIGH SCHOOL
(Summer Break/ June 3rd to July 26, 2024)
Base Bid

Proposed Work Schedule	_____	No. of Work Days
No. of Shifts/Work Day	_____	No. of Shifts
Hours/Day	_____	Total Hours/Day
Anticipated # of Workers/Day	_____	# of Workers/Day
Total Work Hours Anticipated:	_____	Total Man Hours
Anticipated Man Hours <u>by Consultant Estimate:</u>	<u>192</u>	Total Man Hours
Anticipated Work shifts (crew of 8) <u>by Consultant Estimate:</u>	<u>6</u>	Total No. of Shifts

DUNCANVILLE HIGH SCHOOL
(Summer Break/ June 3rd to July 26, 2024)
Alternate Bid

Proposed Work Schedule	_____	No. of Work Days
No. of Shifts/Work Day	_____	No. of Shifts
Hours/Day	_____	Total Hours/Day
Anticipated # of Workers/Day	_____	# of Workers/Day
 Total Work Hours Anticipated:	 _____	 Total Man Hours
Anticipated Man Hours <u>by Consultant Estimate:</u>	<u>192</u>	Total Man Hours
Anticipated Work shifts (crew of 8) <u>by Consultant Estimate:</u>	<u>6</u>	Total No. of Shifts

Liquidated Damages:

The undersigned agrees that, from the compensation otherwise to be paid, the Owner may retain the **sum of (\$1,000) for each additional work day needed per project phase, after the end-date of July 26, 2024 as mentioned in the Work Schedule, referenced in the scope of work document, that the work remains incomplete**, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain by the failure of the Undersigned to complete the work at the time stipulated in the Contract Documents. This sum is not construed in any sense as a penalty.

1. ADDENDA: Bidder acknowledges receipt of the following Addenda:

LIST SUBCONTRACTORS

SUBCONTRACTOR	WORK TO BE PERFORMED
1. _____	_____
2. _____	_____
3. _____	_____

REFERENCES

Bidder shall submit a list of a minimum of 3 (successfully completed) previous asbestos abatement projects of similar size and scope along with Owner's name, address, and telephone number. Failure to submit this information shall be reason for rejection of the Bid.

LIST THREE PREVIOUS ASBESTOS ABATEMENT PROJECTS

1. Owner: _____	Phone: _____
Contract Amount: _____	Completed: _____
Arch./Engr.: _____	Phone: _____
2. Owner: _____	Phone: _____
Contract Amount: _____	Completed: _____
Arch./Engr.: _____	Phone: _____
3. Owner: _____	Phone: _____
Contract Amount: _____	Completed: _____
Arch./Engr.: _____	Phone: _____

LIST SUPERINTENDENTS AND FOREMEN FOR THIS PROJECT

- 1. Superintendents: _____
- 2. Foremen: _____

CERTIFICATIONS: The undersigned certifies that he is authorized to execute contracts on behalf of the Bidder as legally named, that this Proposal is submitted in good faith without fraud or collusion with any other Bidder, and that the data indicated below is true and complete. Notice of acceptance may be sent to the undersigned at the address set forth below.

Legal Name of Bidder _____
Mailing Address _____

By (Legal Signature) _____
Name Typed _____ Title _____

Note: If a partnership, list all partners and their addresses. If a corporation, affix a seal. If an individual, state so. Any modification to a bid shall be over the initials of the person signing the bid or of an agent who supplied written authority with the modification.

TDSHS Asbestos Abatement Contractor License: _____
License No.

TDSHS Asbestos Waste Transporter License: _____
License No.



**Duncanville Independent School District
REQUEST FOR PROPOSALS (RFP)**

RFP Number: 23-24.006
RFP Title: Asbestos Remediation
Due Date: March 19, 2024
Prior to: 2:00 PM

Mandatory Pre-bid meeting: February 26, 2024, 9:30 AM
Main Street Training, 802 S. Main Street, Duncanville, TX 75137
Must be present to respond to RFP

RFP will be received in accordance with the attached specifications. The sealed envelope containing your RFP should be plainly marked with the RFP title, number, and opening date and time. **PLEASE NOTE: Late RFPs WILL NOT be accepted. FAXED RFP'S WILL NOT BE ACCEPTED.**

Mail or deliver complete RFP package to:
Duncanville Independent School District
Purchasing Department
307 Crankshaft Drive
Duncanville, Texas 75116

For additional information, please contact the person listed below. **All questions must be submitted by email (see address below) by 3/1/2024. No verbal responses will be provided.** Please note that RFP results are **NOT** available by telephone or on our website.

Mari Zamora
mzamora@duncanvilleisd.org

PROPOSER IDENTIFICATION: (Please print information clearly.)

Firm Name: _____	Date: _____
Address: _____	Phone: _____
City/St/Zip: _____	Fax: _____
	Email: _____

You MUST sign the RFP Response Form on page 4 in order for your RFP to be accepted.

TABLE OF CONTENTS

SECTION		Page No.
SECTION I	Forms, Declarations & Certifications	4
SECTION II	Instructions	29
SECTION III	RFP Requirements and Conditions	32
SECTION IV	General Terms and Conditions	35
SECTION V	Request for Proposals Evaluation Criteria	42
SECTION VI	Period of Performance	42
SECTION VII	Special Terms & Conditions/Proposal Specifications	43
SECTION VIII	Proposal Pricing	44

RFP RESPONSE CHECKLIST

To be considered for award of **this** solicitation, all pages from **Section I, Section VIII and all additional forms listed below, must be completed, signed & returned**, sealed in an envelope or other appropriate package adequate to conceal and contain the contents prior to the RFP date and time. **You do not have to return Section II – Section VII** to be considered responsive to this solicitation.

Please verify that the documents listed below have been completed, signed, and included in your RFP prior to submittal. **TO BE CONSIDERED FOR AWARD, ALL MANDATORY FORMS REQUIRED MUST BE COMPLETED, SIGNED AND RETURNED WITH THIS SOLICITATION.**

Mandatory Forms required to be considered for the Award of this solicitation:

- Completed – Cover Page (page 1)
- Completed – Section I Forms, Declarations & Certifications
- Completed – W-9, Taxpayer Identification Number & Certification – (www.irs.gov)
- Completed – Form CIQ Conflict of Interest Questionnaire – (www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf)
- Completed – Form 1295 Certificate of Interested Parties
How to complete form 1295
(www.ethics.state.tx.us/filinginfo/videos/Form1295/CreateCertificate/CreateCertificate.html)
- Completed – Form SF-LLL Disclosure of Lobbying Activities
(www.gsa.gov/forms-library/disclosure-lobbying-activities)
- Completed – Section VIII RFP Pricing

SECTION I – FORMS, DECLARATIONS & CERTIFICATIONS

RFP RESPONSE FORM

The undersigned, in submitting this RFP and endorsement of same, represents that he/she is authorized to obligate his/her firm, that he/she is an equal opportunity employer and will not discriminate with regard to race, color, religion, national origin, sexual orientation, or age or disability unrelated to job performance of this RFP; and that he/she has read this entire RFP package (Sections I through VII), is aware of the covenants contained herein and will abide by and adhere to the expressed requirements in *all* sections of this RFP.

SUBMITTED BY:

Firm: _____
(OFFICIAL Firm Name)

***MUST BE SIGNED IN INK TO BE
CONSIDERED RESPONSIVE***

By: _____
(Original Signature)

Name _____
(Typed or Printed Name)

Title: _____ (Date) _____
(Type or Printed Title)

Address: _____

City/ST/Zip: _____

Phone #: _____ Fax #: _____

Email: _____

Taxpayer Identification #: _____

***NOTE: Submit copy of Proposer's current
W-9 Form***

Prompt Payment Discount: _____ % _____ Days

I hereby acknowledge receipt of the following addenda (***if applicable***) which have been issued and incorporated into the RFP Document. (*Please initial in ink beside each addenda received.*)

Addendum No. 1 _____

Addendum No. 3 _____

Addendum No. 2 _____

Addendum No. 4 _____

PROPOSER/VENDOR CERTIFICATION FORMS

DEVIATION/COMPLIANCE SIGNATURE FORM

I certify there are no deviations from the attached specifications, conditions & specific terms. If the undersigned Proposer intends to deviate from the Item(s) Specifications listed in this RFP document, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The District will consider any deviations in its RFP award decisions, and the District reserves the right to accept or reject any RFP based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the Proposer assures the District of his/her full compliance with the Terms and Conditions, Item Specifications, and all other information contained in this RFP document.

No Deviation

Yes Deviations

If yes is checked, please list below. Attach additional sheet(s) if needed.

NON-COLLUSION STATEMENT

“The undersigned affirms that he/she is duly authorized to execute this RFP, that this company, corporation, firm, partnership or individual has not prepared this RFP in collusion with any other Proposer, and that the contents of this RFP as to prices, terms or conditions of said RFP have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this RFP.”

Firm hereby assigns to purchaser any and all claims for overcharges associated with this RFP which arise under the antitrust laws of the United States, 15 USCA Section 1 and which arise under the antitrust laws of the State of Texas, Business and Commerce Code, Section 15.01.

Signature of Authorized Company Official: _____

CRIMINAL BACKGROUND CHECK AND FELONY CONVICTION NOTIFICATION

(a) CRIMINAL BACKGROUND CHECK

Proposer will obtain history record information that relates to an employee, applicant for employment, or agent of the Proposer if the employee, applicant, or agent has or will have continuing duties related to the contracted services; and the duties are or will be performed on school property or at another location where students are regularly present. The Proposer certifies to the DISD before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. Proposer shall assume all expenses associated with the background checks and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from DISD’s property or other location where students are regularly present. DISD shall be the final

decider of what constitutes a “location where students are regularly present.” Proposer’s violation of this section shall constitute a substantial failure.

If the Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review and must submit original evidence acceptable to the District with this Agreement showing compliance.

(b) FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states, “a person or business entity that enters into a contract with a school district must give advance notice to the District if the person or owner or operator of the business entity has been convicted of a felony.” The notice must include a general description of the conduct resulting in the conviction of a felony.

Subsection (b) states, “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction.” The district must compensate the person or business entity for services performed before the termination of the contract.

THE FELONY CONVICTION NOTICE IS NOT REQUIRED OF A PUBLICLY HELD CORPORATION.

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable:

Signature of Company Official: _____ Date: _____

B. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official: _____ Date: _____

Vendor is responsible for the performance of the persons, employees and/or sub-contractors Vendor assigns to provide services for the Duncanville ISD pursuant to this RFP on any and all Duncanville ISD campuses or facilities. Vendor will not assign individuals to provide services at a Duncanville ISD campus or facility who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction, without the prior written consent of the Duncanville ISD Purchasing Department.

RESIDENT/NONRESIDENT CERTIFICATION

Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows:

Section 2252.001(3)

“Nonresident bidder” means a bidder who is not a resident (of the State of Texas).

Section 2252.001(4)

“Resident bidder” means a bidder whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section 2252.002

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principal place of business is located.

Is your company a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4)?

Yes _____ No _____

If the Bidder is a Nonresident Bidder of Texas, please answer the following:

Does the vendor’s ultimate parent company or majority owner employ at least 500 persons in Texas?

Yes _____ No _____

DEBARMENT OR SUSPENSION CERTIFICATION FORM

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

By submitting this offer and signing this certificate, this Proposer:

- (1) Certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Signature of Authorized Company Official: _____

MODEL SB 9 CONTRACTOR CERTIFICATION FORM

Criminal History Record Information Review of Certain Contract Employees

Introduction: Texas Education Code Chapter 22 requires service contractors to obtain criminal history record information regarding covered employees and to certify to the District that they have done so. Covered employees with disqualifying convictions are prohibited from serving at a school district.

Definitions:

Covered employees: Includes all employees of a contractor (to include any subcontractors and/or independent contractors) who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying conviction: One of the following offenses, if at the time of the offense: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or c) an equivalent offense under federal law or the laws of another state.

Certify that [check one]:

[] None of Contractor’s employees are *covered employees*, as defined above.

Or

[] Some or all of the Contractor's employee are *covered employees*. If this box is selected, I further certify that:

Contractor has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees has a disqualifying conviction. Contractor has taken

reasonable steps to ensure that its employees who are not covered employees do not have continuing duties related to the contract services or direct contact with students.

If Contractor receives information that a covered employee has a disqualifying conviction, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

Upon request, Contractor will make available for the District's inspection the criminal history record information of any covered employee. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance by the Contractor with this certification may be grounds for contract termination.

Signature of Authorized Company Official: _____



INTERLOCAL AGREEMENT CLAUSE

Several governmental entities around the Duncanville Independent School District have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would you (the vendor) agree that all terms, conditions, specifications, and pricing would apply?

Yes _____ No _____

If you (the vendor) check yes, the following will apply:

Governmental entities utilizing Internal Governmental contracts with the Duncanville Independent School District will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entity other than Duncanville Independent School District will be billed directly to that governmental entity and paid by that government entity. Duncanville Independent School District will not be responsible for another governmental entity's debts. Each governmental entity will order its own material/service as needed. For information regarding the Educational Purchasing Cooperative of North Texas, please visit their website at the following address: <http://www.new-epcnt.com/>



Interlocal Agreements with other School Districts through the Central Texas Purchasing Alliance

A. Membership. Duncanville ISD is a member in good standing of the Central Texas Purchasing Alliance (CTPA / txctpa.org), an alliance of over 120 public school districts in Texas representing over a million students, sharing information, services and contractual opportunities. CTPA is an alliance created in accordance with Section 791.001 of the Texas Government Code through interlocal agreements.

B. Adoption of Awarded Contracts. In support of this collaborative effort, all awards made by Duncanville ISD may be adopted by other active CTPA member districts. By adopting a contract from another CTPA member district, the adopting district has met the competitive bidding requirements established by the Texas Education Code, Section 44.031(a)(4) and as required by the adopting district's policies. There is no obligation on either the awarded vendor or the adopting CTPA member district to participate unless both parties agree. Upon mutual agreement of both parties to engage under the terms of the original contract, the vendor agrees to provide the contracted goods and services at the same or better contract pricing and

purchasing terms established by the originating district. Minor modifications to the scope of work of the original contract may be allowed to accommodate the adopting district’s needs, as long as such modifications are directly related in nature to the original contract.

INTERLOCAL AGREEMENT CLAUSE

Several governmental entities around the Duncanville Independent School District have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would you (the vendor) agree that all terms, conditions, specifications, and pricing would apply?

Yes _____ No _____

CLEAN AIR & WATER ACT COMPLIANCE

I, the vendor, am in compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended and understand that contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and that violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Signature of Authorized Company Official: _____

SB 252 CHAPTER 2252 CERTIFICATION

The undersigned representative of your Company being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company submitting this response is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the company submitting this response enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan, or any Foreign Terrorist Organization, I will immediately notify the Duncanville Independent School District’s Purchasing Department.

Signature of Authorized Company Official: _____

HOUSE BILL 89 VERIFICATION

The undersigned representative of your Company being an adult over the age of eighteen (18) years of age, verify that the company submitting this response, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with the Duncanville Independent School District.

Pursuant to Section 2270.001, Texas Government Code:

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

Signature of Authorized Company Official: _____

GOVERNMENT CODE CHAPTER 2272 CERTIFICATION

Except as otherwise specified in [Chapter 2272 of the Texas Government Code](#), a governmental entity may not enter into a "taxpayer resource transaction" with an abortion provider or an affiliate of an abortion provider.

A "Taxpayer resource transaction" means a sale, purchase, lease, donation of money, goods, services, or real property, or any other transaction between a governmental entity and a private entity that provides to the private entity something of value derived from state or local tax revenue, regardless of whether the governmental entity receives something of value in return. The term does not include the provision of basic public services, including fire and police protection and utilities, by a governmental entity to an abortion provider or affiliate in the same manner as the entity provides the services to the general public. The term includes advocacy or lobbying by or on behalf of a governmental entity on behalf of a governmental entity on behalf of the interests of an abortion provider or affiliate, but does not include:

1. an officer or employee of a governmental entity providing information to a member of the legislature or appearing before a legislative committee at the request of the member or committee.
2. an elected official advocating for or against or otherwise influencing or attempting to influence the outcome of legislation pending before the legislature while acting in the capacity of an elected official; or
3. an individual speaking as a private citizen on a matter of public concern.

Signature of Authorized Company Official: _____

TEXAS GOVERNMENT CODE CHAPTER 2274 SUBTITLE F CERTIFICATION

PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND
AMMUNITION INDUSTRIES

Sec. 2274.001. DEFINITIONS. In this chapter:

- (1) "Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.
- (2) "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.

- (3) **"Discriminate against a firearm entity or firearm trade association":**(A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include:(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.
- (4) **"Firearm"** means a weapon that expels a projectile by the action of explosive or expanding gases.
- (5) **"Firearm accessory"** means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.
- (6) **"Firearm entity"** means: (A) a firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and (B) a sport shooting range as defined by Section [250.001](#), Local Government Code.
- (7) **"Firearm trade association"** means any person, corporation, unincorporated association, federation, business league, or business organization that: (A) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual; (B) has two or more firearm entities as members; and (C) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.
- (8) **"Governmental entity"** has the meaning assigned by Section [2251.001](#). an officer or employee of a governmental entity providing information to a member of the legislature or appearing before a legislative committee at the request of the member or committee; an elected official advocating for or against or otherwise influencing or attempting to influence the outcome of legislation pending before the legislature while acting in the capacity of an elected official; or an individual speaking as a private citizen on a matter of public concern.

Signature of Authorized Company Official: _____

ACCESS TO RECORDS 2 CFR § 200.336

(a) Records of non-Federal entities. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.(b) Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the non-Federal entity and the Federal awarding agency. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the Federal awarding agency or delegate.(c) *Expiration of right of access.* The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and pass-through entities must not impose any other access requirements upon non-Federal entities.

Signature of Authorized Company Official: _____

DISTRICT PURCHASE ORDER POLICY AGREEMENT

Items and/or services are to be delivered to Duncanville ISD **ONLY** when a district approved purchase order has been e-mailed or faxed to your company. **Under no circumstances, should items and/or services be provided to the District**

without a properly drawn purchase order. If your company provides any item and/or service without a properly drawn District purchase order, you are NOT GUARANTEED PAYMENT and the item and/or service you've provided could be constituted as a donation to the district. Please inform all staff members that handle Duncanville ISD accounts of these procedures.

Duncanville ISD does not guarantee any products or services will be purchased from the awarded vendors during the term of the contract. Campuses, group, departments, and/or individual clubs will determine which products, supplies, equipment, or services they wish to purchase based on the following but not limited to:

- Benefit to school/department or organization, price, availability or location

Signature of Authorized Company Official: _____

JOB SITE CODE OF CONDUCT

Vendors and their suppliers, installers and all others working on Duncanville ISD schools/projects are required to understand and comply with the following rules & responsibilities. Failure to comply with the following rules & responsibilities may result in a worker's removal from the schools/projects and/or the termination of the subcontractor's contract. Vendors are responsible for their suppliers & installers adherence to these policies. All personnel working on schools/projects will be required to indicate their understanding & agreement to comply with these rules & responsibilities by signing this document.

1. ANY CONTACT WITH STUDENTS IS STRICTLY PROHIBITED.

2. Vendors employees, installers & suppliers who will be entering the district site should check in with the Duncanville ISD designated representative.
3. Vendors employees, installers & suppliers must wear picture ID badges while on Duncanville ISD property. See criminal background check notification attribute included in this proposal. (pages 5, 7, 18 & 19)
4. Vendor's employees, installers & suppliers shall submit such background information when requested by Duncanville ISD to perform criminal background evaluations/investigations.
5. No person who has charges pending or who has been convicted, received probation or deferred adjudication for the following shall be engaged to work on Duncanville ISD property where students are present: Any offense against a child, any sex offense, any crimes against persons involving weapons or violence or any felony offense against property; or any other offense that Duncanville ISD believes might compromise the safety of students, staff or property.
6. The use of any tobacco products is **PROHIBITED** on District property. These prohibited items include but are not limited to cigarettes, cigars, chewing tobacco, snuff & vapes.
7. Drugs & alcoholic beverages are **PROHIBITED** on District property.
8. The use of vulgar or improper language are **PROHIBITED**. Duncanville ISD will determine on a case-by-case basis what constitute vulgar or improper language.
9. Unacceptable behavior including physical or verbal intimidation, horseplay, or fighting by any individual on District property/projects will result in immediate removal from site. Duncanville ISD staff will determine unacceptable behavior.
10. District requirements will occasionally result in the untimely termination of a subcontractor's daily activities. Vendors are expected to anticipate & understand these circumstances & also work with Duncanville ISD to make up any scheduling.
11. Vendor's employees, installers & suppliers must be properly dressed in work attire which includes the use of proper work shoes & any personal protection equipment that is needed.
12. Vendor's employees, installers & suppliers will promptly leave the District property at the end of each work shift.
13. Weapons of any type are not allowed on the job site or parking are. Vendor's employees, installers & suppliers will comply with all state laws & District rules regarding weapon free zones.

I understand and agree to comply with these rules & responsibilities as stated in the job site code of conduct. Additionally, I certify that neither I nor any of my employees are currently in violation or in the future will violate the rules & responsibilities stated above.

Signature of Authorized Company Official: _____

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS
UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200 EDGAR CERTIFICATIONS**

The following provisions are required and apply when federal funds are expended by Duncanville ISD for any contract resulting from this procurement process.

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended, Duncanville ISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES _____ (If yes, insert initials of Authorized Representative of vendor.)

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when federal funds are expended, Duncanville ISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Duncanville ISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Duncanville ISD believes, in its sole discretion that it is in the best interest of Duncanville ISD to do so. The vendor will be compensated for work performed and accepted and goods accepted by Duncanville ISD as of the termination date if the contract is terminated for convenience of Duncanville ISD. Any award under this procurement process is not exclusive and Duncanville ISD reserves the right to purchase goods and services from other vendors when it is in the best interest of Duncanville ISD to do so.

Does vendor agree? YES _____ (If yes, insert initials of Authorized Representative of vendor.)

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to Federal Rule (C) above, when federal funds are expended by Duncanville ISD on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree? YES _____ (If yes, insert initials of Authorized Representative of vendor.)

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics

at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by Duncanville ISD, during the term of an award for all contracts and sub grants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does vendor agree? YES _____ (If yes, insert initials of Authorized Representative of vendor.)

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by Duncanville ISD, the vendor certifies that during the term of an award for all contracts by Duncanville ISD resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does vendor agree? YES _____ (If yes, insert initials of Authorized Representative of vendor.)

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Duncanville ISD, the vendor certifies that during the term of an award for all contracts by Duncanville ISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does vendor agree? YES _____ (If yes, insert initials of Authorized Representative of vendor.)

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by Duncanville ISD, the vendor certifies that during the term of an award for all contracts by Duncanville ISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree? YES _____ (If yes, insert the initials of Authorized Representative of vendor.)

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Duncanville ISD, the vendor certifies that during the term of an award for all contracts by Duncanville ISD resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree? YES _____ (If yes, insert the initials of Authorized Representative of vendor.)

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended Duncanville ISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by Duncanville ISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Does vendor agree? YES _____ (If yes, insert the initials of Authorized Representative of vendor.)

(J) Procurement of Recovered Materials – Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, where applicable. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000, procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor agree? YES _____ (If yes, insert the initials of Authorized Representative of vendor.)

(K) Certification of Compliance with Texas Family Code 231.006 Provision. As per Section 14.52 of the Texas Family code, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993), all bidders must complete and submit with the bid the following: I, the undersigned Supplier, do hereby acknowledge that NO sole proprietor, partner, majority shareholder of a corporation, or an owner of 10% or more of another business entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement. I understand that under this provision, a sole proprietorship, partnership, corporation, or other entity in which a sole proprietor, partner, majority shareholder or a corporation, or an owner of 10% or more of another entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement is NOT eligible to bid or receive a state contract.

Does vendor agree? YES _____ (If yes, insert the initials of Authorized Representative of vendor.)

(L) Certification of Compliance with Texas Government Code 2274-Prohibition on contracts with companies boycotting certain energy companies Sec. 2274.001. DEFINITIONS. In this chapter:

- (1) "Boycott energy company" has the meaning assigned by Section [809.001](#).
- (2) "Company" has the meaning assigned by Section [809.001](#), except that the term does not include a sole proprietorship.
- (3) "Governmental entity" has the meaning assigned by Section [2251.001](#).

Added by Acts 2021, 87th Leg., R.S., Ch. 529 (S.B. [13](#)), Sec. 2, eff. September 1, 2021.

Sec. 2274.002. PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.
- (b) Except as provided by Subsection (c), a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:
 - (1) does not boycott energy companies; and
 - (2) will not boycott energy companies during the term of the contract.
- (c) Subsection (b) does not apply to a governmental entity that determines the requirements of Subsection (b) are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

Added by Acts 2021, 87th Leg., R.S., Ch. 529 (S.B. [13](#)), Sec. 2, eff. September 1, 2021.

Does vendor agree? YES _____ (If yes, insert the initials of Authorized Representative of vendor.)

(M) § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain.
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is

telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any [subsidiary](#) or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any [subsidiary](#) or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering [loan](#), grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See [Public Law 115-232](#), section 889 for additional information.

(d) See also [§ 200.471](#).

Does vendor agree? YES _____ (If yes, insert the initials of Authorized Representative of vendor.)

(N) Record Retention Requirements for Contracts Paid for with Federal Funds – 2 CFR § 200.333

When federal funds are expended by Duncanville ISD for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES _____ (If yes, insert the initials of Authorized Representative of vendor.)

(O) Certification of Compliance with the Energy Policy and Conservation Act

When federal funds are expended by Duncanville ISD for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18).

Does vendor agree? YES _____ (If yes, insert the initials of Authorized Representative of vendor.)

(P) Certification of Compliance with Buy America Provisions 2 CFR § 200.322

Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? YES _____ (If yes, insert the initials of Authorized Representative of vendor.)

(Q) Certification of Non-Collusion Statement

Vendor certifies under penalty of perjury that its responses to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES _____ (If yes, insert the initials of Authorized Representative of vendor.)

(R) Certification of Applicability to Subcontractors

Vendor agrees that all contracts it awards pursuant to the contract shall be bound by the foregoing terms and conditions. Vendor agrees to comply with all federal, state, and local laws, rules, regulations & ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Does vendor agree? YES _____ (If yes, insert the initials of Authorized Representative of vendor.)

(S) Certification of Equal Employment Statement

It is the policy of the District not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this contract, with respect to hire, tenure, terms, conditions and privileges of employment or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the contract.

Does vendor agree? YES _____ (If yes, insert the initials of Authorized Representative of vendor.)

Vendor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above under Proposer/Vendor Certification Forms.

Signature of Authorized Representative: _____

REFERENCES

Note: Complete this section if no references were listed in Bid Form 7

1. Company Name: _____
Address: _____

Business Phone: _____ Fax: _____

Contact Person: _____ Email: _____

Description of project or work completed: _____

2. Company Name: _____
Address: _____

Business Phone: _____ Fax: _____

Contact Person: _____ Email: _____

Description of project or work completed: _____

3. Company Name: _____
Address: _____

Business Phone: _____ Fax: _____

Contact Person: _____ Email: _____

Description of project or work completed: _____

HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) PROGRAM
COMPLIANCE GUIDELINES & FORMS

This Form should be completed and signed by the Prime Vendor/Contractor.

- It is the intent of the DISD HUB Program to identify and track true sub-contracting/outsourcing opportunities by prime vendors that build the capacity of smaller HUB/M/WBE companies.
- These forms must be attached to any procurement documents submitted to the DISD and are due at the time of bid/proposal opening.

AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the Prime Vendor/Contractor, and that the information and supporting documentation submitted are true and correct. I further understand and agree that, if awarded any portion of the solicitation:

- I will submit Prime Assessment Report – PAR to the District or District’s representative, verifying my compliance with this HUB Utilization Plan (HUP), including the expenditure(s) I have made to subcontractors.
- I must seek approval from the District prior to making any modifications to the HUP.

For additional information about this form, please contact the person listed below. *All questions must be submitted in writing* via e-mail before the question deadline date. *No verbal responses will be provided.*

Mari Zamora
mzamora@duncanvilleisd.org

Solicitation # (from page 1) :			
Solicitation Title (from page 1) :			
Prime Vendor / Contractor Name:			
Prime Vendor / Contractor Address :			
	City:	State:	Zip:
Contact Person :		Phone:	Email:
Signature :			

SUMMARY OF UTILIZATION HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) PROGRAM

- ◆ A "Historically Underutilized Business" (HUB)...
 - ...is at least 51% owned by an Asian Pacific American, Black American, Hispanic American, Native American and/or American woman.
 - ...is an entity with its principal place of business in Texas, and
 - ...has an owner residing in Texas with a proportionate interest that actively participates in the control, operations, and management of the entity's affairs.
- ◆ A HUB is defined as a business formed for the purpose of making a profit in which at least 51 percent of the business is owned, operated, and controlled by one or more of the following:
 - "Minority-Owned Business Enterprise (MBE)" is defined for the purposes of this policy to mean a business enterprise that is at least 51 percent owned by a minority individual or group.
 - "Minority individual" is defined for purposes of this policy to include Black Americans, Hispanic Americans, Asian Americans, Asian-Pacific Americans, Native Americans, or persons with a disability.
 - "Woman-Owned Business Enterprise (WBE)" is defined for purposes of this policy as a business enterprise that is at least 51 persons owned by a woman or women.
- ◆ The Prime Contractor is the vendor that DISD has awarded a contract to.
- ◆ A Sub Contractor is a company that the Prime contractor has hired to provide a portion of the goods/services contracted for:
 - A prime's supplier is not considered a sub-contractor in this definition because the supplier is not needed for the particular goods/services being acquired but are for the general operations of the prime contractor.
 - This would be considered a tier three HUB vendor. At the present time, DISD is not calculating tier three relationships.
- ◆ HUB Programs typically try to identify true sub-contracting or outsourcing opportunities that will help build the capacity of smaller HUB firms at the tier two level.
 - One concern has been "pass through money" which exists when a prime selects a sub for cosmetic purposes and no true sub-contracting or outsourcing opportunity exists.
 - "Pass through money" tends to drive prime prices up and can increase the costs of goods/services.
 - Pass through operations conflicts with the primary purpose of competitive procurement which is to drive costs down.
- ◆ The attached HUB Compliance Guidelines and Forms are due at the time of bid/proposal. The HUB Compliance Guidelines and Forms are not transferable from previously submitted bids or proposals.
- ◆ The District's HUB participation expectation is **25%** utilization of the total dollar value of the contract. The HUB goal is applicable to any change orders, additional services, modifications, or revisions to the original contract.

- ◆ The District recognizes certifications issued by the State of Texas Historically Underutilized Business (HUB), North Central Texas Regional Certification Agency (NCTRCA), the U.S Small Business Administration (SBA) or any other recognized certification agency.
- ◆ Failure to be certified as a HUB does not preclude a firm from participating in the District's contracting and purchasing activities.
- ◆ All District bidders/proposers are required to demonstrate positive and reasonably good faith efforts to subcontract with and/or procure supplies/services with HUBs in available subcontracting areas. The District reserves the right to determine if a company has demonstrated good faith effort. Primes who propose to utilize their own workforce will be required to provide a detailed explanation.
- ◆ Changes to the List of Subcontractors in the HUB Utilization Plan must be reviewed and approved in writing by the Purchasing Department and/or the District CIP office, prior to any changes being made.
- ◆ The prime shall notify the Purchasing Department and/or the District CIP office if the percentage of HUB participation declines or falls below the level of participation represented in the HUB Utilization Plan. The prime shall promptly notify the Purchasing Department and/or the District CIP office within 7 days and obtain a listing of other qualified HUB vendors to meet the commitment amount.
- ◆ The Prime will be required to submit a Prime Assessment Report indicating the amounts paid to the subcontractors. Proof of payment reflecting the pay activity report should be attached. Approved proofs of payments are cancelled checks, partial release of liens or notarized letter from the subcontractor stating the bid package number, date and total amount received to date and amount received that month. The Prime Assessment Report will be submitted as requested by the District.
- ◆ Prime agrees to establish a written contract with each subcontractor. At minimum, the contract must include the scope of work, payment terms, nondiscrimination clause, and termination of HUB Clause, Prompt Payment Clause, and Retainage Clause. (If applicable).
- ◆ The prime will be required to maintain records showing the subcontract/supplier awards, subcontractor payment history, specific efforts to identify and award contracts to HUBs, and copies of executed contracts with HUBs. The prime shall provide access to books, records, and accounts to authorized officials of the District, state, or Federal agencies for the purpose of verifying HUB participation and good faith efforts to carry out this HUB policy. All District contracts are subject to HUB audit.

PLEASE PROVIDE ANSWERS TO THE FOLLOWING QUESTIONS:

Question 1. As the prime vendor/contractor, is your company a Historically Underutilized Business (HUB)/ Minority or Woman-Owned Business Enterprise (M/WBE)?

- Yes - Complete section A, questions 2 and 3.
- No - Complete questions 2 and 3.

Section A. Certifying Entity North Central Texas Regional Certification Agency (NCTRCA), State of Texas Historically Underutilized Business (HUB), Department of Transportation (DOT), Small Business Administration (SBA) – 8A or SDB, South Central Texas Regional Certification Agency (SCTRCA), D/FW Minority Business Council, National Minority Supplier Development Council, City of Houston, Corpus Christi Regional Transportation, Women’s Business Council and City of Austin. (If you are not HUB/M/WBE certified, list non-certified.)	Certification Number (If you are not HUB/M/WBE certified, list not applicable “N/A”)	AA – African American; AI – Asian Indian; AP – Asian Pacific American; NA – Native American; HI – Hispanic American; WO – American Women (excludes AA, AI, AP, NA, ,HI women) Ethnicity	Gender

Question 2. Will you use subcontractors as a part of this solicitation?

- Yes – Go to question 3.
- No, I will not be subcontracting any portion of the contract and will be fulfilling the entire contract with my own resources. (By answering “No,” complete sections D and E.)

Question 3. Is your subcontractor a HUB/M/WBE?

- Yes - Complete Sections B, D and E.
- No - Complete Sections B, C, D and E.

*HUB Evaluation
Points / Percentage Matrix*

Is the Prime a HUB? Yes Is the Sub a HUB? Yes ● 10 points or 10 %	Is the Prime a HUB? No Is the Sub a HUB? Yes ● 7 points or 7 %
Is the Prime a HUB? Yes Is the Sub a HUB? No ● 4 points or 4 %	Is the Prime a HUB? No Is the Sub a HUB? No ● 0 points or 0 %

Section B.

Subcontractor Utilization (List all subcontractors (minority and non-minority) that will be utilized in this bid/proposal. Non-certified firms will not be counted towards the prime’s HUB/M/WBE subcontracting goals. Bidders/proposers may not apply one of its subsidiary companies or its own workforce towards meeting its HUB/M/WBE subcontracting goals. Use additional sheets if necessary.)

Subcontractor/ Supplier Name	Contact Person & Phone Number	Certification Agency	Certification #	Ethnicity/ Gender	Service / Supplies to be provided	Estimated Amount	% Of Total Bid
Totals							

Section C. Good Faith Efforts Documentation (Complete this section if subcontractors will be utilized; however, the subcontractors are not HUB/M/WBE.)

	Yes	No
1. Was contact made with M/WBEs by telephone or written correspondence at least one week before the bid was due to determine whether any M/WBEs were interested in subcontracting and/or joint ventures?	<input type="checkbox"/>	<input type="checkbox"/>
2. Were contracts broken down to provide opportunities for subcontracting?	<input type="checkbox"/>	<input type="checkbox"/>
3. Was your company represented at a pre-bid/proposal conference to discuss, among other matters, M/WBE participation opportunities and obtain a list (not more than two months old) of certified M/WBEs?	<input type="checkbox"/>	<input type="checkbox"/>
4. Was information provided to M/WBEs concerning bonding, lines of credit, technical assistance, insurance, scope of work, plans/specifications, etc.?	<input type="checkbox"/>	<input type="checkbox"/>
5. Were subcontracting opportunities advertised in general circulation, trade associations, minority/women-focused media and/or minority chambers of commerce?	<input type="checkbox"/>	<input type="checkbox"/>
6. Did you encourage non-certified M/WBEs to pursue certification status?	<input type="checkbox"/>	<input type="checkbox"/>
7. Were negotiations conducted in good faith with interested M/WBEs?	<input type="checkbox"/>	<input type="checkbox"/>
8. Were the services utilized of available minority and women, community organizations, contractor groups, local, state, and federal business assistance offices, and other organizations that provide assistance in the identification of M/WBEs?	<input type="checkbox"/>	<input type="checkbox"/>

Section D. Past Performance with the DISD HUB Program
 List HUB/M/WBE subcontractors that were utilized on previous Duncanville ISD projects.

DISD Bid # or Interlocal Agreement Information	Name of Project	HUB/M/WBE Subcontractor/Supplier or Joint Venture Partner	HUB/M/WBE Contact Person & Phone Number	Amount or % of Bid

Section E. Mentor Protégé or Joint Venture

	Yes	No
1. Does your company currently participate in a Joint Venture Agreement with a Certified HUB/M/WBE for this solicitation? (If yes, attach a notarized Joint Venture Agreement.)	<input type="checkbox"/>	<input type="checkbox"/>
2. Does your company currently participate in a Mentor Protégé Plan? (If yes, attach a current Mentor Protégé Plan.)	<input type="checkbox"/>	<input type="checkbox"/>

CONFIDENTIALITY DECLARATION FORM

INFORMATION SUBMITTED TO DUNCANVILLE ISD IN CONNECTION WITH THIS PROCUREMENT SOLICITATION OR THE AGREEMENT IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

As a governmental body, DISD is subject to the Texas Public Information Act found in Chapter 552, Texas Government Code. Proposals and other information submitted to DISD in connection with this procurement solicitation or the Agreement may be subject to release as public information. If a Vendor believes that part(s) of its proposal or any other information submitted by Vendor to DISD in connection with this procurement solicitation or the Agreement contain confidential, proprietary, and/or trade secret information or otherwise may be accepted from disclosure under Texas law, the Vendor must clearly and conspicuously mark the applicable information as “CONFIDENTIAL.”

Marking information as “CONFIDENTIAL” does not guarantee that the information will be withheld from disclosure. If DISD receives a request for public information involving information that Vendor has clearly and conspicuously marked as “CONFIDENTIAL,” DISD will respond pursuant to Chapter 552, Texas Government Code, which may or may not require that DISD provide notice of the request to Vendor. Vendor understands and agrees that it is solely responsible for submitting to the Attorney General of Texas each reason why the requested information should be withheld and a letter, memorandum, or brief in support of that reason. Pursuant to Tex. Gov’t Code § 552.0222, “contracting information”¹ is public and must be released unless accepted from disclosure under Chapter 552. The exceptions provided by Chapter 552 for disclosure for proprietary information (552.1101), commercial or financial information that would cause substantial competitive harm if released (552.110(c)), or trade secrets (552.110(b)) may not be asserted for the following types of contracting information:

- (1) the following contract or offer terms or their functional equivalent: (A) any term describing the overall or total price the governmental body will or could potentially pay, including overall or total value, maximum liability, and final price; (B) a description of the items or services to be delivered with the total price for each if a total price is identified for the item or service in the contract; (C) the delivery and service deadlines; (D) the remedies for breach of contract; (E) the identity of all parties to the contract; (F) the identity of all subcontractors in a contract; (G) the affiliate overall or total pricing for a vendor, contractor, potential vendor, or potential contractor; (H) the execution dates; (I) the effective dates; and (J) the contract duration terms, including any extension options; or
- (2) information indicating whether a vendor, contractor, potential vendor, or potential contractor performed its duties under a contract, including information regarding: (A) a breach of contract; (B) a contract variance or exception; (C) a remedial action; (D) an amendment to a contract; (E) any assessed or paid liquidated damages; (F) a key measures report; (G) a progress report; and (H) a final payment checklist.

DISD assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Vendors, and **Vendor hereby waives any claim against and releases from liability DISD, its respective officers, employees, agents, and attorneys with respect to disclosure of information provided under or in connection with this procurement solicitation or the Agreement or otherwise created, assembled, maintained, or held by Vendor or DISD and determined by DISD, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.** Further, even if Vendor marks information as “CONFIDENTIAL,” **Vendor expressly agrees that DISD may disclose Vendor’s proposal, including, but not limited to, pricing information, to other governmental entities, anything required by law to be disclosed, information that either was not submitted or properly submitted to the attorney general by the vendor, or information that the attorney general denies being able to withhold**

Please check **ONLY ONE** of the following options:

¹ “Contracting information” is defined by Tex. Gov’t Code § 552.003(7) as “the following information maintained following information maintained by a governmental body or sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor: (A) information in a voucher or contract relating to the receipt or expenditure of public funds by a governmental body; (B) solicitation or bid documents relating to a contract with a governmental body; (C) communications sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor during the solicitation, evaluation, or negotiation of a contract; (D) documents, including bid tabulations, showing the criteria by which a governmental body evaluates each vendor, contractor, potential vendor, or potential contractor responding to a solicitation and, if applicable, an explanation of why the vendor or contractor was selected; and (E) communications and other information sent between a governmental body and a vendor or contractor related to the performance of a final contract with the governmental body or work performed on behalf of the governmental body.”

- Declaration of Confidentiality** – Vendor **HAS** clearly and conspicuously marked information contained in its proposal and/or other information submitted by Vendor to DISD in connection with this procurement solicitation or the Agreement as “CONFIDENTIAL.” Vendor declares that the information marked by Vendor as “CONFIDENTIAL” contains confidential, proprietary, and/or trade secret information and is accepted from disclosure under Chapter 552, Texas Government Code. Vendor understands that just because the information is marked as confidential it does not necessarily mean it will be withheld.

- Waiver of Confidentiality** – Vendor **HAS NOT** marked any information contained in its proposal and/or other information submitted by Vendor to DISD in connection with this procurement solicitation or the Agreement as “CONFIDENTIAL.” Vendor certifies that it has not submitted any confidential, proprietary, and/or trade secret information to DISD and that its proposal and all other information—including any pricing information—submitted by Vendor to DISD in connection with this procurement solicitation or the Agreement is subject to disclosure under Chapter 552, Texas Government Code. Vendor hereby expressly waives any claim of confidentiality with respect to its proposal and/or any other information submitted by Vendor to DISD in connection with this procurement solicitation or the Agreement.

Signature of Authorized Company Official:

SECTION II – INSTRUCTIONS TO PROPOSERS

1. To be considered for award of **this** solicitation, all pages from **Section I, Section VIII and all additional forms listed on page 3, must be completed, signed & returned**, sealed in an envelope or other appropriate package adequate to conceal and contain the contents prior to the RFP date and time. **You do not have to return Section II – Section VII** to be considered responsive to this solicitation.
2. A signed hard copy & a flash drive copy are required to be delivered by the RFP deadline. Each RFP shall be placed in a separate envelope and properly identified with the RFP Number, RFP Title, Name of Company submitting RFP, and the established time and date to be opened.
3. The Proposer is strongly encouraged to read the entire RFP document prior to submitting response. Failure to provide the information requested in its entirety may be grounds for disqualification of RFP.
3. If any exceptions are taken to any portion of this RFP, the Proposer must clearly indicate the exception taken and include a full explanation on the Deviation/Compliance Form or as a separate attachment to the RFP. The failure to identify exceptions or proposed changes will constitute acceptance by the Supplier of the RFP as proposed by the District. The District reserves the right to reject a RFP containing exceptions, additions, qualifications, or conditions.
4. The RFP response **must be signed** by an individual authorized to contractually bind the company submitting the RFP. A failure to sign the RFP will cause it to be rejected as non-responsive. RFPs must give full firm name and address of Proposer. Person signing RFP should show title or authority to bind his/her firm in a contract.
5. RFPs **must be received** in the Purchasing Department office **prior to** the hour and date specified in this document or any subsequent Addenda. No other published dates will be binding. **LATE RFPs WILL NOT BE ACCEPTED**. No oral, telegraphic, telephonic, electronic mail, or facsimile transmitted RFPs will be considered. The clock located in the DISD Purchasing Department is considered the official time for receiving and opening RFPs.
6. Sealed RFPs shall be mailed or otherwise delivered to the following address:

Duncanville Independent School District
Purchasing Department
307 Crankshaft Drive
Duncanville, Texas 75116
7. All questions regarding this invitation **must be submitted in writing** (email preferred) to the buyer identified on the first page of this document. Requests for information/interpretation must be received on or before the question deadline date. Only questions answered by formal written addenda will be binding.

Addenda will be posted to the District website. You may obtain the addenda from our internet/web site address at <https://www.duncanvilleisd.org/departments/purchasing/current-bids-rfps> . It is the responsibility of each Proposer to obtain all addenda that pertains to this solicitation. **Proposers who fail to check the website and submit a proposal without acknowledging receipt of all addenda issued may be deemed to have submitted a non-responsive proposal to this solicitation.** Failure to receive such addenda does not relieve Proposer from any obligation under the RFCSP submitted. All formal written addenda become a part of the RFCSP documents. Proposers shall acknowledge receipt of all addenda in the RFCSP Response Form.

8. RFPs must remain open for acceptance for a period of **ninety (90) days** subsequent to the opening of RFPs, unless otherwise indicated, to allow time for the offer(s) to be evaluated and Board of Trustees action, if required.
9. The successful bidder(s)/proposer(s) will be notified in writing (manifested by an award letter or properly executed purchase order) after review and acceptance by the Duncanville ISD.
10. All Proposers must execute the forms enclosed (or otherwise requested herein) for the RFP to be considered responsive. The name of the company representative on these forms should be the same. All supplemental information required by the RFP Form must be included with the RFP. Failure to provide complete and accurate information may disqualify the Proposer.
13. It is the intent of the Duncanville Independent School District to foster utilization of historically underutilized businesses (HUBS) including Disadvantaged/Minority/Women-Owned Business Enterprises in its procurement activities. The District is particularly interested in receiving RFPs directly from HUBS or from joint ventures involving HUB representation.
14. It is the policy of the Duncanville Independent School District not to discriminate on the basis of race, color, religion, national origin, sex, disability, sexual orientation, or age in its programs and activities, its educational programs, nor in its employment practices.
15. In order to ensure the integrity of the selection process, Proposer's employees, officers, agents, or other representatives shall not lobby or attempt to influence a vote or recommendation related to the Proposer's response, directly or indirectly, through any contact with school board members or other district officials from the date this RFP is released until the award.
16. This RFP is subject to cancellation by the District if any person significantly involved in initiating, negotiating, securing, drafting, or creating the offer on behalf of Duncanville Independent School District, is at any time while the RFP is in effect, an employee of any other party to the RFP in any capacity or a consultant to any other party of the RFP with respect to the subject matter of the RFP.
17. Any board member who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the District, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body are also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. **Vernon's Texas Codes Annotated, Local Government Code, Ch. 171.**
18. Vendors (owners, officers, employees, volunteers, etc.) may not work on district property where students may or may not be present when they have charges pending, have been convicted, received probation, or deferred adjudication for the following:
 - A. Any offense against a child
 - B. Any sex offense
 - C. Any crimes against persons involving weapons or violence
 - D. Any felony offense involving controlled substances
 - E. Any felony offense against property
 - F. Any other offense the District believes might compromise the safety of students, staff, or property
19. Vendors who perform work inside the DISD facilities are hereby notified that our buildings may contain asbestos containing materials. This notification is required by both the State of Texas Department of State Health Services and the Federal EPA Asbestos regulations. These guidelines cover both DISD's

responsibilities and the Employer's responsibility to their employees. As a Vendor it is your responsibility to check each building prior to performing any work in that facility. These building materials may include but are not limited to ceiling tile, floor tile and mastic, sheetrock, tape and bed compound, thermal pipe insulation, spray-on ceiling material, calks, and roofing products. As there have been numerous asbestoses containing products manufactured over the years, you must check each building's Asbestos Management Plan. This plan is normally kept in the main office. Check with the school secretary and she will allow you to look at it. It is the vendor's responsibility to notify all employees working for them that DISD facilities may contain asbestos and where their employees may find the facility's Asbestos Management Plan. Again, it is the Vendor's responsibility to check the Asbestos Management Plan for each facility prior to working in the facility and then to notify their employees performing the actual work. The information is found in section eight (8) for all asbestos that are remaining in the building. If after looking in the Asbestos Management Plan you are uncertain about whether the area you will be working in contains asbestos or not, please contact the Maintenance Department at 972-708-2260 for further assistance.

20. The District reserves the right to acquire reasonable amount of additional goods or services, as listed on this RFP, subject to verification of the same or lower prices and conditions on RFP.
21. **The District reserves the right to extend this solicitation 120 days past end of the period of performance should it be determined that doing so would be in the best interest of the District.**

SECTION III – RFP REQUIREMENTS AND CONDITIONS

In submitting a RFP, Proposer understands and agrees to be bound by the following terms and conditions which shall be incorporated into any future contracts, agreements, or purchase orders relating to this RFP between the vendor and the Duncanville Independent School District. By submitting a RFP, each Proposer agrees to waive any claim it has or may have against the Duncanville Independent School District arising out of or in connection with the administration, evaluation, or recommendation of any RFP; waiver of any requirements under the RFP Documents; acceptance or rejection of any RFPs; and award of Contracts, if any. **The District may elect to issue subsequent proposals and approve additional vendors for the same or similar items/services during the agreement period, if it is determined to be in the best interest of the District. Subsequent proposals will have the same proposal number followed by an alpha character i.e. (Proposal xx-xxx-A). Vendors that have responded successfully to the original or a subsequent proposal do not have to respond other subsequent proposal.**

1. WITHDRAWING RFP

RFPs deposited with the Duncanville Independent School District (hereinafter called “DISD” or "District") can be withdrawn, upon written request, prior to the time set for opening RFPs. A RFP may not be withdrawn after the RFPs have been opened, and the Proposer, by submitting a RFP, warrants and guarantees that the RFP has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes.

RFPs cannot be altered or amended after opening time. Any alterations made before opening time **must** be initialed by Proposer or his/her authorized agent.

2. CONSIDERATION OF RFP

RFPs must be signed, sealed, and delivered to the Duncanville Independent School District Purchasing Department office PRIOR TO the RFP due date and time. Unsigned, unsealed, or late RFPs will not be considered. After RFPs are opened, the RFPs will be tabulated for comparison on the basis of included scoring criteria. The Duncanville Independent School District Board of Trustees reserves the right to reject any or all RFPs, to waive technicalities, and to re-advertise for new RFPs, or proceed to do the work otherwise in the best interests of the District.

Cash discounts with terms less than thirty (30) days will not be considered in the awarding of RFPs and will be tabulated as “net.”

RFPs received after the date and time specified **will not** be considered. The Purchasing Department will notify those firms submitting late RFPs and will hold documents for pick-up for five (5) business days following late RFP notification. **All late RFPs which are not picked up by the Proposer within five business days will be discarded.**

3. AWARD CRITERIA (See Section V – RFP Evaluation Criteria)

The District reserves the right to award this RFP to a single vendor, multiple vendors, each line item separately, or in any combination it determines to be in the best interest of the District. If the Proposer chooses to bid/propose “all or none” or is not agreeable to multiple or split awards, it must be noted on the Deviation/Compliance Form and included with the RFP.

Regardless of the award of RFP hereunder, the District retains the right to purchase the same or similar materials or items from other sources should it be determined that doing so would be in the District's best interest.

4. IRREGULAR RFP

RFPs will be considered irregular if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate RFPs, failure to return all forms and copies, or irregularities of any kind. However, the District reserves the right to waive any irregularities and to make the award in the best interests of the District.

5. REJECTION OF RFP

The District reserves the right to reject any or all RFPs, and all RFPs submitted are subject to this reservation. RFPs may be rejected, among other reasons, for any of the following specific reasons:

- A. RFP received after the time limit for receiving bids as stated in the advertisement.
- B. RFP containing any irregularities.
- C. Unbalanced value of any items.
- D. Improper or insufficient RFP guaranty, if required.
- E. Where the Proposer, any Sub-contractor or Supplier, or the surety on any bond given, or to be given, is in litigation with the District or where such litigation is contemplated or imminent, in the sole opinion of the District.

6. DISQUALIFICATION OF PROPOSERS

Proposers may be disqualified and their RFPs not considered, among other reasons, for any of the following specific reasons:

- A. Reason for believing collusion exists among the Proposers.
- B. Reasonable grounds for believing that any Proposer is interested in more than one RFP for the work contemplated.
- C. Where the Proposer, any Sub-contractor or Supplier, or the surety on any bond given, or to be given, is in litigation with the District or where such litigation is contemplated or imminent, in the sole opinion of the District.
- D. The Proposer being in arrears on any existing Contract/Purchase Order or having defaulted on a previous Purchase Order.
- E. Lack of competency as revealed by pertinent factors, including but not necessarily limited to, experience and equipment, financial statement, and questionnaires.
- F. Uncompleted work that in the judgment of the District will prevent or hinder the prompt completion of additional work if awarded.
- G. Where the Proposer has failed to perform in a satisfactory manner on a previous Purchase Order/Contract.

7. CONFIDENTIAL OR PROPRIETARY MARKINGS

Any portion of the RFP that Proposer considers confidential or proprietary information, or to contain trade secrets of Proposer, must be marked accordingly. This marking must be explicit as to the designated information. This designation may not necessarily guarantee the non-release of the information under the Public Information Act or as otherwise required by law but does provide the District with a means to review the issues thoroughly and, if justified, request an opinion by the Attorney General's office prior to releasing any information requested under the Public Information Act.

8. NEW MATERIALS

Unless otherwise stated in the specifications, all supplies, and components to be provided under this RFP shall be

new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended. If at any time during the performance of this RFP the Vendor believes that the furnishing of supplies or components which are not new is necessary or desirable, it shall notify the District immediately, in writing, including the reasons and proposing any consideration which will flow to the District if authorization to use such supplies or components is granted.

9. BRAND NAME OR SUITABLE SUBSTITUTE

This clause is applicable only when a "brand name or suitable substitute" description is included in a solicitation. As used in this clause, the term "brand name" includes identification or products by make and model.

- A. If items for which RFPs have been called for have been identified by a "brand name or suitable substitute" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. RFPs offering "suitable substitute" products will be considered for award if such products are clearly identified in the RFPs and are determined by the District to be equal in all material respects to the brand name products referenced.
- B. Should any product be delivered, or service performed which is not as the successful Proposer has purported it to be in its submitting of this RFP, said Proposer will be required to correct any deficiencies without additional cost to the District.

10. SAMPLES

Samples and/or product specification documents may be required for items, as specified in Section VII - Special Terms & Conditions/Proposal Specifications. Product specification documents (as required in Section VII - Special Terms & Conditions/Proposals Specifications) shall be submitted with the RFP, properly referenced, and clearly marked so as to indicate related RFP item. Samples, when requested on Section VII, must be furnished at no cost to the District and will not be returned. **Each sample should be clearly marked with bidder's/proposer's name, RFP number, and item number on the RFP. DO NOT ENCLOSE IN OR ATTACH RFP TO SAMPLE.** DISD assumes no responsibility for the handling of samples in any manner. Improperly identified samples will not be considered.

When samples and/or product specifications are not required to be submitted with the RFP (not stated on Section VII – Special Terms & Conditions/Proposals Specifications) DISD reserves the right to request samples and/or product specification documents for any merchandise submitted for RFP before final selections are made. Samples and/or product specifications requested after RFP opening must be received within five (5) calendar days after request.

11. INTER-LOCAL AGREEMENT CLAUSE

DISD is a member of various purchasing cooperatives. If these governmental entities decide to participate in this award, it is assumed that you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply.

Governmental entities utilizing Internal Governmental contracts with DISD will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entity other than DISD will be billed directly to that governmental entity and paid by that governmental entity. DISD will not be responsible for another governmental entity's debts. Each governmental entity will order its own material/service as needed. (See page 8-9)

SECTION IV – GENERAL TERMS AND CONDITIONS

1. TERMS OF PAYMENT

Terms of payment to the successful Proposer will be contingent upon the terms offered based on invoices submitted to and approved by the District for payment. At the very least, payments will be made in conjunction with the Texas Prompt Payment Act. Payments are not overdue until 30 or 45 days after receipt and interest doesn't accrue on disputed amounts. Invoices shall be fully documented in accordance with the specifications and contain individual pricing for each item. **NO PAYMENTS SHALL BE MADE ON INVOICES NOT LISTING A DISD PURCHASE ORDER NUMBER.**

Invoices will be paid upon completion of delivery and acceptance. Invoices must reflect only the amount due for goods or the portion of the services performed, materials and equipment furnished for the period covered by each invoice. Invoices shall be priced per unit prices as awarded.

Email your invoice(s) to disdaccountspayable@duncanvilleisd.org. Please include the following items on your invoice document:

- Company Name and Name of Contact
- Remit Address
- Invoice Number
- Invoice Date
- Purchase Order Number
- Ship to Information
- Details of items shipped and/or services rendered
- Total amount due

It is preferred that you email your invoices; however, if you do not have this capability, you may mail your invoice to the following address:

Duncanville Independent School District
 ATTN: Accounts Payable
 710 S Cedar Ridge Drive
 Duncanville, Texas 75137

The District shall have the option of using the District's Credit Card to make purchases from the Proposer. The District's credit card is a credit card in that there will be a small fee which the Vendor will be required to pay, and the Vendor will receive payment directly from the card issuer rather than the District. Any and all fees related to this type of payment are the responsibility of the Vendor. In no case will the District allow increases in prices to offset credit card fees paid by the Vendor, or any other charges incurred by the Vendor, unless specifically stated.

2. TAX EXEMPT STATUS

The Duncanville Independent School District is exempt from State Sales Tax. **DO NOT INCLUDE TAX IN RFP PRICES.** Sales Tax Exemption Certificate will be furnished upon request. DISD Tax ID Number is 75-6001336.

3. RIGHTS TO INSPECT AND AUDIT

The Vendor (and Vendor's suppliers, vendors, sub-contractors, insurance agents, and other agents) shall maintain and the District shall have the right to examine records, documents, books, accounting procedures and practices and any other supporting evidence deemed necessary by the District to substantiate compliance with the terms of this agreement. Such right of examination shall include reasonable access to and cooperation by all Vendors personnel who have worked on or have knowledge related to the performance of this RFP. Proprietary/Trade Secret information pertaining to this RFP may not be withheld from the District or its Authorized Representative.

4. VENDOR RESPONSIBILITIES

The Vendor shall be fully responsible for the quality and accuracy of any and all Work performed in conjunction with this RFP. Neither acceptance of such Work by the District, nor payment, therefore, shall relieve the Vendor of this responsibility. If and when applicable, the Vendor shall complete all services in conformity with professional standards and shall provide qualified personnel to meet agreed upon schedules.

5. ASSIGNMENT

The successful Proposer may not assign its rights and duties under an award without the written consent of the Duncanville Independent School District. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

6. TERMINATION OF WORK FOR DISTRICT CONVENIENCE

Whenever DISD, in its discretion, deems it to be in the District's best interests, it may terminate any resulting award for the District's convenience. Such termination shall be effective thirty (30) days after DISD delivers written notice of such termination for convenience to the Vendor. Upon receipt of such notice from the District, Vendor shall not thereafter incur, and DISD shall have no liability for, any costs under this RFP that are not necessary for actual performance of the RFP between the date of the notice of termination for convenience and the effective date of that termination for convenience. In the event of a termination for convenience hereunder, DISD shall have no liability to Vendor for lost or anticipated profit resulting there from.

The DISD can terminate any resulting award for this RFP with thirty (30) calendar days' notice, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise not available in the next fiscal year for obligations herein provided, however, this provision shall not be construed so as to permit the DISD to terminate this RFP in order to enter other Contracts or make other arrangements for essentially the same services made the subject of this RFP. **Multi-term agreements are subject to review and ratification at the end of each school year during the term.**

7. DEFAULT AND REMEDIES

The Vendor shall be considered in default of this RFP, and such default shall be grounds for the District to terminate any resulting award for this RFP and/or pursue any and all relief, at law or in equity, to which it may be entitled by reason of such default if Vendor fails to perform any of its obligations under this RFP and fails to correct such non-performance within ten (10) calendar days of written notice from the District to do so. Should any termination of this RFP under this Item 7 be held to be unenforceable or otherwise improper by a court of competent jurisdiction, then such termination shall be considered a termination for convenience under Item 6 of Section IV - General Terms and Conditions.

8. GRATUITIES

The District may, by written notice to the Vendor, cancel this RFP without liability to Vendor if it is determined by the District that gratuities, in the form of entertainment, compensation, gifts, or otherwise, were offered or given by the Vendor, or any agent or representative of the Vendor, to any Board Member, officer, or employee of the Duncanville Independent School District with a view toward securing a RFP or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such an agreement.

9. JURISDICTION

The Purchase Order(s) resulting from this RFP shall be enforceable in Dallas County, Texas, and if legal action is necessary by either party with respect to the enforcement of any and all of its terms and conditions, exclusive venue for same shall lie in Dallas County, Texas.

10. NOTICE OF DELAYS

Whenever the Vendor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Vendor shall immediately give notice in writing to the District, including all relevant information. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the District of any right or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delay.

11. FORCE MAJEURE

Neither Vendor nor the District shall be responsible or deemed to be in default of its obligations to the other to the extent any failure to perform or delay in performing its obligations under this RFP is caused by events or conditions beyond the reasonable control of that party, and are not due to the negligence or willful misconduct of such party (hereinafter, "Force Majeure events"). For purposes of this RFP, Force Majeure events shall include, but not be limited to, acts of God or public enemy, war, riot or civil commotion, strikes, epidemic, fire, earthquake, tornado, hurricane, flood, explosion, or other catastrophes, or events or conditions due to governmental law, regulations, ordinances, order of a court of competent jurisdiction, executive decree, or order. However, in the event of such delay(s) or nonperformance, the party so delayed shall furnish prompt written notice to the other party (including the date of inception of the Force Majeure event and the extent to which it will affect performance) and shall undertake all efforts possible to cure the delay or nonperformance and mitigate its effects or to otherwise perform. The District shall not be responsible for payment for any product or service delayed or foreclosed by any Force Majeure event unless and until such delayed or foreclosed product or service is provided. The provisions of this section shall not preclude the District from canceling or terminating any resulting award (or any order for any goods or services included herein), or from revising the scope of the Work, as otherwise permitted under this RFP.

12. DELIVERIES OF GOODS

- A. A specific delivery date may be required to be a part of each RFP. The District considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received by the District at the specified delivery location.
- B. All items covered by this RFP shall be delivered F.O.B Destination Duncanville ISD, from point of assembly to the District location(s) specified on each purchase order. **RFP PRICING SHALL INCLUDE ALL FREIGHT/DELIVERY CHARGES.** The District shall not be liable for any deliveries of merchandise unless same has been received at the specified delivery location within the Duncanville Independent School District, inspected and accepted as in full compliance with the Specifications. Risk of theft, destruction, loss or damage to any work, materials, shipment, or deliveries will be borne exclusively by the successful Proposer until after the District completes its inspection and acceptance of said work, material, shipments, or deliveries; the burden and cost of insurance against such risks shall be assumed by the successful Proposer.
- C. Deliveries will be made only upon authorization of the Duncanville Independent School District, and shall be made if, as, and when required and ordered by the District, at such intervals as directed by the

District. It is important that each supplier understand the following information:

- All purchases made by the District will be made via DISD purchase order.
 - Do not provide goods/services absent a bona fide, signed purchase order.
 - Do not provide goods/services exceeding the quantities contained on the purchase order.
 - The District will only pay invoices which match the purchase order description, quantity, and price.
- D. Deliveries shall be to the location identified in each Purchase Order. Each proof of delivery shall list the DISD purchase order number, exact quantity delivered, back orders (if any) and number of pallets.
- E. Proposer warrants that all deliveries made under the Purchase Order will be of the type and quality specified; and the District may reject and/or refuse any delivery that falls below the quality specified in the Specifications. The District shall not be held to have accepted any delivery until after an inspection of same has been made and an opportunity to exercise its right of rejection has been afforded.
- F. Failure by the Vendor to make reasonable delivery as and when requested shall entitle the District to acquire quantities from alternate sources wherever available, with the right to seek reimbursement from the Vendor for amounts, if any, paid by the District over and above the RFP price.
- G. All materials delivered shall be free of any and all liens and shall upon acceptance thereof become the property of the District, free and clear of any liens.
- H. Acceptance by the District of any delivery shall not relieve the Vendor of any guarantee or warranty, express or implied, nor shall it be considered an acceptance of material not in accordance with the Specifications and shall not waive the District's right to request replacement of defective material.

13. PERFORMANCE OF SERVICES

- A. Performance will be made only upon authorization of the District, in the form of a bon-a-fide, signed Purchase Order and shall thereafter be made if, as, and when required and ordered by the District.
- B. Performance shall be at the location identified in each order.
- C. The scope of this RFP and requirements of the District as shown in the specifications shall not be considered as binding on the District, and the work actually may be less than or greater than projected.
- D. Proposer warrants that all work will be of the type and quality specified, and the District may reject and/or refuse work that falls below the quality required in the specifications.
- E. Failure by the Vendor to make reasonable progress as and when requested shall entitle the District to seek work from alternate sources wherever available, with the right to seek reimbursement from the Vendor for amounts, if any, paid by the District over and above the RFP price.
- F. All materials delivered shall be free of any and all liens and shall upon acceptance thereof become the property of the District, free and clear of any materialman's, suppliers, or other type liens.
- G. All work performed, as herein shown under the Specifications, shall be of the highest quality workmanship and shall in every respect meet or exceed the industry standards for this type RFP.
- H. If deemed necessary, inspections will be made by authorized district personnel on a routine basis. Any deficiencies in the work performance disclosed during such inspections must be corrected following

receipt of notification by the Vendor. Continued failure to take such corrective actions could, at the District's discretion, lead to termination of any resulting award.

- I. Failure of Vendor to fully comply with the terms and provisions of this RFP shall constitute grounds for declaring the Vendor in default.
- J. Acceptance by the District of any delivery shall not relieve the Vendor/Supplier of any guarantee or warranty, express or implied, nor shall it be considered an acceptance of material not in accordance with the Specifications and shall not waive the District's right to request replacement of defective material.

14. WARRANTY INFORMATION

- A. Warranty – Product: Manufacturers' standard warranty for parts and labor must be included in the prices bid/proposed and must meet or exceed any additional warranty requirements specified herein. All manufacturers' warranties shall be enforced to benefit the District, and replacement of defective materials shall be made promptly upon request.
- B. Warranty – Price: The price to be paid by the District shall be that contained in Seller's RFP which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this RFP for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others. Or in the alternative, the District may cancel the Purchase Order(s) without liability to seller for breach of Seller's actual expense.
- C. Warranty – Safety: Seller warrants that the product sold to the District shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the District may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by the District will be at Seller's expense.

15. INDEMNIFICATION AND HOLD HARMLESS

The vendor shall defend, indemnify, and hold harmless the Duncanville Independent School District, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of vendor or any agent, employee, sub-contractor, or supplier of vendor in the execution or performance of this RFP

16. PRICE INCREASES

If this document includes the option to extend for additional year(s), price increases for each additional year will be negotiated not to exceed the CPI in the Dallas/Duncanville area at the time of renewal. Price negotiations may be negotiated to prices below the current pricing. Negotiations for price changes, when required, will be completed forty-five (45) days before date of renewal.

17. INSURANCE REQUIREMENTS (See Section VII - Special Terms & Conditions/Bid Specifications)

IF REQUIRED (and stated on Section VII), these requirements apply to all non-Capital Improvement Program construction projects and to the other bids/proposals as required in Section VII – Special Terms & Conditions/Bid Specifications. The successful Proposer will submit the following Certificates of Insurance naming the Duncanville Independent School District as Certificate Holder; the Duncanville Independent School District will be named additional insured on General Liability Certificates. Certificates may be faxed to Duncanville Independent School District, Purchasing Office at 972-708-2279 or emailed to jkaronka@duncanvilleisd.org. The selected Proposer will be required to supply the

insurance certificate(s) prior to the start of the project. The selected Proposer agrees to provide insurance policies or contracts for insurance, when requested, in addition to Certificates of Insurance. **The District reserves the right to require higher limits of coverage depending on the size, scope, and nature of a RFP.** Questions concerning insurance requirements should be directed to the Purchasing Office – 972-708-2272 or jkaronka@duncanvilleisd.org.

TYPES OF INSURANCE COVERAGE	LIMITS OF LIABILITY
<p>1. Worker’s Compensation</p>	<p>Statutory – The Vendor shall provide and maintain Worker’s Compensation and Employer’s Liability Insurance with a limit of not less than:</p> <p style="text-align: right;"> Each Accident \$100,000 Disease-Policy Limit \$500,000 Disease-Each Employee \$100,000 </p> <p>The Vendor shall require subcontractors to provide insurance for the latter’s employees, unless such employees are covered by a Worker’s Compensation policy furnished by the General Contractor.</p>
<p>2. General Liability</p>	<p>The Vendor shall provide and maintain Comprehensive General Liability Insurance protection including “Products and Completed Operations” coverage with a limit not less than:</p> <p style="text-align: right;"> General Aggregate \$1,000,000 Each Occurrence \$1,000,000 Products-Comp Ops \$1,000,000 </p>
<p>3. Auto Liability Insurance</p>	<p>The Vendor shall provide and maintain during the life of this RFP, automobile public liability insurance in amounts of not less than \$300,000 each single occurrence for bodily injury or death (maximum of \$100,000 per person), and \$100,000 for each single occurrence of property damage or destruction. Said insurance policy must provide protection for non-owned and hired vehicles as well as vehicles owned by Vendor.</p>

18. BID SECURITY REQUIREMENT (See Section VII - Special Terms & Conditions/Proposal Specifications)

IF REQUIRED (and stated on Section VII), RFPs shall be accompanied by either an **original** cashier's check, certified check, or money order upon a state bank in the amount not less than five per cent (5%) of the total maximum RFP price payable without recourse to the Duncanville ISD, or an **original** bid bond in the same amount from a reliable surety company licensed to do business in the State of Texas. Bid Security serves as a guarantee that the Proposer will enter into a contract and execute a payment and performance bond on any or all projects \$25,000 or above within fifteen (15) days after notice of award.

19. PAYMENT BOND (See Section VII - Special Terms & Conditions/Proposal Specifications)

IF REQUIRED (and stated on Section VII), for projects in excess of \$25,000, an **original** payment bond will be required of the successful Proposer and shall be executed by a surety company acceptable to the District and authorized to do business in Texas. The payment bond shall be in an amount equal to one hundred percent (100%) of the total sum for all projects in excess of \$25,000. **Original** bonds shall be delivered to the District no later than fifteen (15) days after receiving the notice of award.

20. PERFORMANCE BOND (See Section VII - Special Terms & Conditions/Proposal Specifications)

IF REQUIRED (and stated on Section VII), for projects in excess of \$100,000, BOTH an **original** performance bond and an **original** payment bond will be required of the successful Proposer and shall be executed by a surety company acceptable to the District and authorized to do business in Texas. The performance and payment bond shall be in an amount equal to one hundred percent (100%) of the total sum for all projects in excess of \$100,000. Failure to deliver the performance bond and payment as specified shall be considered as having abandoned the contract and the bid bond will be retained by the District as liquidated damages. **Original** bonds shall be delivered to the District no later than fifteen (15) days after receiving the notice of award.

22. Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

SECTION V – BID/PROPOSAL EVALUATION CRITERIA

In evaluating bids/proposals submitted and per the Texas Education Code 44.031(b), the following considerations shall be taken into account to determine the best value for the District.

	Factors	Possible Points or Weighted Averages
1.	purchase price	20
2.	the reputation of the vendor or of the vendor’s goods or services	10
3.	the quality of the vendor’s goods or services	15
4.	the extent to which the goods or services meet the District’s needs	10
5.	the vendor’s past relationship with the District	10
6.	the impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses	10
7.	the total long-term cost to the District to acquire the vendor’s goods or services	10
8.	the District will select the most highly qualified provider of this services on the basis of: <ul style="list-style-type: none"> • demonstrated competence: <ul style="list-style-type: none"> a. experience, etc. • qualifications: <ul style="list-style-type: none"> a. education b. certification, licenses, etc. 	5
9.	for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: <ul style="list-style-type: none"> a. has its principal place of business in this state; or b. employs at least 500 persons in this state; and (Form E) 	5
10.	any other relevant factors as specified in the special terms and conditions of this proposal <ul style="list-style-type: none"> a. delivery time b. Samples c. Long term cost to the District 	5

SECTION VI – PERIOD OF PERFORMANCE

This proposal shall be effective upon board approval through June 30, 2025. Catalog discounts shall remain in effect for the duration of the contract. The District and vendor may, upon mutual consent, extend the contract for four (4) additional one-year periods upon written request of the vendor presented not later than forty-five (45) days prior to the expiration of the contract. The percentage of discount can be adjusted upward or downward on the anniversary of the contract date if agreeable to the District. If agreement cannot be reached, the contract is terminated at the end of the current contract period.

SECTION VII– SPECIAL TERMS AND CONDITIONS/RFP SPECIFICATIONS

See specifications outlined in Project Bid/Specification Manual

- **Bid Proposal Documents**
- **Section 1: General Requirements**
- **Section 2: Site Work/Asbestos Abatement**

SECTION VIII – RFP Pricing

Note: This RFP form must be used for RFP to be considered. Please print your responses VERY CLEARLY

Please complete bid forms and Bid Forms and Schedule outlined in the Bid Proposal Documents.

PROJECT BID / SPECIFICATION MANUAL

**ABATEMENT OF ASBESTOS-CONTAINING MATERIAL
ALEXANDER, SMITH, BYRD, REED AND HIGH SCHOOL
DUNCANVILLE INDEPENDENT SCHOOL DISTRICT**

Project No. AEC240208DISD

Prepared for:

**Duncanville Independent School District
307 Crankshaft Drive
Duncanville, Texas 75116
(972)-708-2270**

2/8/2024

Managed by:



***Advance
Environmental
Control, Inc.***

Advance Environmental Control, Inc.

P. O. Box 402

Frisco, Texas

Tel: 214-837-2095

Email: Moussaviank@Yahoo.com

**ABATEMENT OF ASBESTOS-CONTAINING MATERIAL
ALEXANDER, SMITH, BYRD, REED AND HIGH SCHOOL
DUNCANVILLE INDEPENDENT SCHOOL DISTRICT**

Project No. AEC240208DISD

Prepared for:

**Duncanville Independent School District
307 Crankshaft Drive
Duncanville, Texas 75116
(972)-708-2270**

2/8/2024

Managed by:



***Advance
Environmental
Control, Inc.***

**Advance Environmental Control, Inc.
P. O. Box 402
Frisco, Texas
Tel: 214-837-2095
Email: Moussaviank@Yahoo.com**

Prepared by:



Kourosh Moussavian, IAC, REM, CSS
Senior Environmental Scientist
TDSHS Consultant License #10-5639/ Expires 6,2,2025
Registered Environmental Manager #9449
WSO/ Certified Safety Specialist #990

TABLE OF CONTENTS

SECTION 1

DIVISION 1 - GENERAL REQUIREMENTS

01013	Summary of the Work
01043	Project Coordination
01091	Definitions and Standards
01092	Codes, Regulations, and Standards
01301	Submittals
01410	Air Monitoring - Test Laboratory Services
01503	Temporary Facilities
01513	Temporary Pressure Differential & Air Circulation System
01526	Temporary Enclosures
01560	Worker Protection
01562	Respiratory Protection
01563	Decontamination Units
01601	Materials and Equipment
01632	Product Substitutions
01701	Project Closeout
01711	Project Decontamination
01714	Work Area Clearance

SECTION 2

DIVISION 2 - SITE WORK/ ASBESTOS ABATEMENT

02081	Removal of Asbestos-Containing Material and Debris
02084	Disposal of Asbestos-Containing Waste Material

GENERAL REQUIREMENTS

DIVISION 1

SECTION 01013 - SCOPE OF THE WORK

PART 1 - GENERAL

The project is Asbestos-containing Material (ACM) Transite Panel Abatement, and/or Asbestos Contaminated Building Material Abatement at the Alexander and Smith Elementary Schools, and at Byrd Jr. High, and Reed Middle School, and at Duncanville High School.

All phases of the Work shall be executed by skilled craftsmen experienced in their respective trades. This section includes a general scope of work, while Division 2 include a description of procedures for abatement in each work area.

Contractor may subcontract any phase or portion of the Work. However, such subcontract shall not relieve Contractor from responsibility for enforcing the use of all required safety equipment and supplies by the Subcontractor and his employees providing any phase of the Work in the work areas. Contractor shall require and verify that all materials and methods used by Subcontractors are consistent with materials and methods for established and safe asbestos removal procedures and consistent with the Contract Documents.

1.1 RELATED DOCUMENTS

Drawings and General provisions of the Contract, including the DISD General and Supplementary Conditions and other Division 1 general requirements, apply to work of this section. Additional sections include:

Division 2 - Asbestos Site Work

- Section 02081 - Removal of Asbestos-Containing Material
- Section 02084 - Disposal of Asbestos-Containing Waste Material

1.2 SUMMARY OF WORK

ALEXANDER ELEMENTARY SCHOOL

510 Softwood
Duncanville, Texas 75137

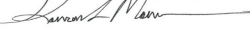
ITEM I: Removal of ACM Transite Panels from lower Window Pane (Total of **5 Panels**) from exterior of East of Kitchen Dr., Entry/Exit Access Halls (~30 Sf), utilizing NESHAP Procedures.

Alternate I: Removal of ACM Transite Panels from lower Window Pane (Total of **18 Panels**) from exterior of Art Room, Lounge, Entry/Exit Access Halls, and across from Gym (~140 Sf), utilizing NESHAP Procedures

SMITH ELEMENTARY SCHOOL

1010 Big Stone Gap
Duncanville, Texas

Alternate I: Removal of ACM Transite Panels from lower Window Pane (Total of **21 Panels**) with 9 Panels at Interior utilizing full containment procedures, and 12 Panels from exterior of Entry/Exit Access Halls (~160 Sf), utilizing NESHAP Procedures

Consultant's Signature: 

Date: 2/8/2024

BYRD JR. HIGH SCHOOL

1040 West Wheatland
Duncanville, Texas 75137

ITEM I: Removal of ACM Transite Panels from lower Window Pane (Total of **12 Panels**) from exterior of Entry/Exit Access Halls (~75 Sf), utilizing NESHAP Procedures.

Alternate I: Removal of ACM Transite Panels from lower Window Pane (Total of **5 Panels**) from interior of Library on East and West, and from Band Hall access doorways (~30 Sf), utilizing full containment procedures.

REED JR. HIGH SCHOOL

530 East Freeman
Duncanville, Texas 75116

ITEM I: Removal of ACM Transite Panels from lower Window Pane (Total of **10 Panels**), from exterior of Entry/Exit Access Halls (~60 Sf)

Alternate I: Removal of ACM Transite Panels from lower Window Pane (Total of **49 Panels**), with 8 panels from interior designated areas, utilizing full containment procedures, and 41 panels from exterior of building (~300 Sf), utilizing NESHAP Procedures

DUNCANVILLE HIGH SCHOOL

900 West Camp Wisdom
Duncanville, Texas

ITEM I: Removal of ACM Transite Panels from lower Window Pane (Total of **14 Panels**) from exterior of 9th Grade and Entry/Exit Access Halls (~ 90 Sf), utilizing NESHAP Procedures.

Alternate I: Removal of ACM Transite Panels from lower Window Pane (Total of **14 Panels**) from exterior of West Cafeteria and Entry/Exit Access Halls (~ 90 Sf), utilizing NESHAP Procedures

I designate Mr. **Kourosch Moussavian** on my behalf to provide site project management/air monitoring technician services and to oversee the project and provide all the necessary visual inspections prior, during and at the completion stage of asbestos abatement.




Sid Hozhabri, IAC, REM
Project Consultant
AEC/ TDSHS Agency Lic. No. 10-0366
TDSHS Individual Lic. No. 10-5427



Kourosch Moussavian, IAC, MAC, REM, CSS
Senior Environmental Scientist
TDSHS Individual Lic. No. 10-5639
License Expires 6/2/2025

Specific work areas are listed in Section 02081 and project plans of these Contract Documents.

The Work shall be performed in accordance with the requirements of all applicable sections of these

Consultant's Signature: 

Date: 2/8/2024

Specifications. Contractor shall perform the Work in a manner that minimizes disruption to the adjacent buildings operations. The Work includes the removal of asbestos-containing material according to the requirements of the following specification sections in the sequence indicated:

General and Administrative Requirements:

Section 01013 - Scope of the Work

Abatement Work:

Section 01092 - Codes, Regulations, and Standards - Asbestos Abatement: sets forth governmental regulations and industry standards, which are included and incorporated herein by reference and made a part of the Specifications. This section also sets forth those notices and permits which are known to Owner and which either must be applied for and received or given to governmental agencies before start of work.

Section 01410 - Air Monitoring - Test Laboratory Services: describes asbestos air monitoring by Owner Representative so that the building areas beyond the work areas will remain uncontaminated. Air monitoring to determine required respiratory protection is the responsibility of Contractor.

Section 01503 - Temporary Facilities - Asbestos Abatement: sets forth the support facilities needed, such as electrical and plumbing connections for the decontamination units and office space for Consultant's Project Manager.

Section 01513 - Temporary Pressure Differential and Air Circulation System: sets forth the procedures to set up pressure differential isolation and ventilation of the work areas.

Section 01526 - Temporary Enclosures: details the requirements for the sheet plastic barriers isolating the work areas from the other areas of the buildings.

Section 01560 - Worker Protection - Asbestos Abatement: describes the equipment and procedures for protecting workers against asbestos contamination and other workplace hazards except for respiratory protection.

Section 01562 - Respiratory Protection: sets forth the procedures and equipment required for adequate protection against inhalation of airborne asbestos fibers.

Section 01563 - Decontamination Units: explains the setup and operation of the personnel and material decontamination units.

Decontamination of the Work Area:

Section 01701 - Project Close-out - Asbestos Abatement: details the closeout procedures to end the Project once abatement work is complete, including final paperwork requirements.

Section 01711 - Project Decontamination: describes the sequence of cleaning and decontamination procedures to be followed during removal of the sheet plastic barriers isolating a work area.

Consultant's Signature: 

Date: 2/8/2024

Section 01712 - Cleaning and Decontamination Procedures: sets forth procedures to be used on contaminated objects and rooms that are not part of an abatement work area.

Section 01713 - Project Decontamination Micro fibers: describes the special procedures required to clean an area of contamination by asbestos fibers too small to be seen with an optical microscope.

Section 01714 - Work Area Clearance: describes the analytical methods used to determine if the work area has been successfully cleaned of contamination.

Asbestos Removal Work Procedures:

Section 02081 - Removal of Asbestos-Containing Material

Section 02084 - Disposal of Asbestos-Containing Waste Material

1.3 WORK PLAN

Submit detailed plans of the procedures proposed for use in complying with the requirements of these Specifications. Include in the plans the locations and layouts of decontamination areas; the sequencing of asbestos work; the interface of trades involved in the performance of work; methods to be used to assure the safety of building occupants and visitors to the site; the disposal plan, including location of approved disposal site; and a detailed description of the methods to be employed to control pollution. Expand upon the use of the portable high-efficiency particulate air (HEPA) ventilation system, closing out the building's heating, ventilation, and air conditioning (HVAC) system, method of removal to prevent visible emissions in work areas, and bagging of removed asbestos debris. The plan must be approved by Consultant's Project Manager prior to commencement of work.

1.4 INSPECTION

Prior to commencement of work, inspect areas in which work will be performed. List damage to structure, surfaces, equipment, or surrounding properties noted during the inspection that could be misconstrued as damage resulting from the Work. Submit to Consultant's Project Manager prior to starting work.

1.5 POTENTIAL ASBESTOS & LBP HAZARD

Disturbance or dislocation of asbestos-containing materials may cause fibers to be released into the building's atmosphere, thereby creating a potential health hazard to workers and building occupants. Apprise all workers, supervisory personnel, Subcontractors, and consultants who will be at the job site of the seriousness of the hazard and of proper work procedures that must be followed.

Where, in the performance of the Work, workers, supervisory personnel, Subcontractors, or consultants may encounter, disturb, or otherwise function in the immediate vicinity of any identified asbestos-containing materials, take appropriate continuous measures as necessary to protect all building occupants from the potential hazard of exposure to airborne fibers or particles. Such measures shall include the procedures and methods described herein and compliance with regulations of applicable federal, state, and local agencies.

1.6 STOP WORK

If Owner or Consultant's Project Manager presents a written Stop Work Order, immediately and automatically stop all work. Do not recommence work until authorized by Consultant's Project Manager.

Consultant's Signature: 

Date: 2/8/2024

1.7 CONTRACTOR USE OF PREMISES

Limit use of the premises to the Work indicated, so as to allow for Owner occupancy and use by other trades required in the buildings (if applicable). Confine operations at the site to the areas permitted under the Contract. Portions of the site beyond areas on which work is indicated are not to be disturbed. Conform to site rules and regulations affecting the Work while engaged in project construction.

Keep existing driveways and entrances serving the premises clear and available to Owner and his employees at all times. Do not use these areas for parking or storage of materials.

Do not encumber the site with materials or equipment. Confine stockpiling of materials and location of storage sheds to the areas designated by Owner. If additional storage is necessary, obtain and pay for such storage off-site.

Lock automotive-type vehicles, such as passenger cars and trucks, and other mechanized or motorized construction equipment, when parked and unattended, so as to prevent unauthorized use. Do not leave such vehicles or equipment unattended with the motor running or the ignition key in place or accessible to unauthorized persons.

Maintain existing buildings in a safe and weather-tight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the buildings and their occupants during the construction period.

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

Smoking or open fires will not be permitted within any of the buildings on the premises. Except for toilet rooms designated by Owner for use by Contractor's personnel, use of other existing toilets within the site, by Contractor and his personnel, will not be permitted.

Consultant's Signature: 

Date: 2/8/2024

1.8 LOADS AND STRESSES

Contractor shall have full responsibility for preventing overstresses (overloading) of any structure or any part or member of the structure during the Work. Contractor shall fully check the effect of the operation in this regard and shall provide all support necessary.

1.9 VERIFICATION OF QUANTITIES

It is the responsibility of Contractor to verify all quantities of materials in each work area. Contractor shall fully inform himself of the conditions relating to construction of the Work and employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all material, equipment, and labor necessary to carry out the provisions of the Contract.

1.10 OWNER OCCUPANCY

Cooperate fully with Owner or Consultant's Project Manager during construction operations to minimize conflicts and to facilitate Owner usage. Perform the Work so as not to interfere with Owner's operation.

Owner reserves the right to place and install equipment as necessary in areas of the building in which all asbestos and/or LBP abatement and project decontamination procedures have been completed and to occupy such completed areas prior to substantial completion, provided that such occupancy does not substantially interfere with completion of the Work. Such placing of equipment and partial occupancy shall not constitute acceptance of the Work or any part of the Work.

1.11 SUBMITTALS

Submit all required documents, identified in Section 01301 - Submittals, to Consultant's Project Manager for review prior to the start of work in any given work area. Do not begin work until these submittals are returned, approved by Owner and/or Consultant's Project Manager.

1.12 WORKING HOURS

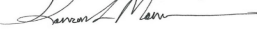
Contractor shall submit his work schedule to the Owner for approval. Work schedule shall be coordinated based on the availability of the work area and whether or not the owner's consultant representative has been scheduled for operations management. For this project, it is been decided by Owner and/or Contractor to be 7:00 AM to 4:00 PM.

Removal of asbestos-containing waste material from temporary storage area inside containment to dumpster shall be approved by the Owner's Consultant Project Manager or shall be conducted as otherwise specifically approved in writing. During transportation of materials, supplies, and equipment through parts of the building outside the designated work area, warning labels will be obscured if public view is possible.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01013

Consultant's Signature: 

Date: 2/8/2024

SECTION 01043 - PROJECT COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Drawing and General provisions of the Contract apply to work of this section.

1.2 SUMMARY

This section specifies administrative and supervisory requirements for project coordination, including, but not necessarily limited to:

- * Administrative and supervisory personnel
- * Progress meetings
- * Pre-Construction Conference
- * Daily log
- * Special reports
- * Contingency plans
- * Notifications to other entities at the job site

1.3 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

1.3.1 Project Superintendent

Contractor is required to provide a full-time on-site Project Superintendent who has the responsibility of developing schedules for all phases of the Work in the Contract Documents and coordinating them with Consultant's Project Manager, Subcontractors, material Suppliers, and other parties as necessary to assure a smooth and orderly transition between separate phases, timely placement of items and materials, complete cooperation between parties, and proper execution of the Work.

The Project Superintendent shall be experienced in administration and supervision of asbestos abatement projects, including work practices, protective measures for building and personnel, and disposal procedures. This person is Contractor's Representative, responsible for compliance with all applicable federal, state, and local regulations, particularly those relating to asbestos-containing materials.

1.3.2 Experience and Training

The Project Superintendent shall be properly trained and experienced with asbestos removal and related work. He shall know and enforce the use of all safety procedures and equipment. He shall be knowledgeable of all local, state, U.S. Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), and National Institute for Occupational Safety and Health (NIOSH) requirements and guidelines, and he shall have had a minimum of two (2) years' on-the-job training in asbestos and/or LBP abatement procedures.

The Project Superintendent shall be accredited and licensed as stipulated below:

Consultant's Signature: 

Date: 2/8/2024

Competent Person: The Project Superintendent is to be a Competent Person as required by OSHA in 29 Code of Federal Regulations (CFR) 1926.

Accreditation: The Project Superintendent is to be accredited as an Asbestos Abatement Supervisor in accordance with the Asbestos Hazard Emergency Response Act (AHERA) regulation 40 CFR Part 763, Subpart E, Appendix C.

License: The Project Superintendent shall be licensed by Texas Department of State Health Services (TDSHS) as an Asbestos Supervisor.

1.4 PROGRESS MEETINGS

In addition to specific coordination and pre-installation meetings for each phase of work and other regular project meetings held for other purposes, Consultant's Project Manager will hold general progress meetings as required. These meetings will be scheduled, when possible, at time of preparation of payment request. Each entity then involved in planning, coordination, or performance of work is required to be properly represented at each meeting.

1.5 PRECONSTRUCTION CONFERENCE


An initial progress meeting, referred to as the Pre-construction Conference, will be conducted by Owner prior to start of any work. The meeting will be held at an area designated by Owner at the project site, or as otherwise directed. The Project Superintendent, Owner, Consultant's Project Manager, and other entities concerned with the asbestos abatement work shall attend this meeting.

This is an organizational meeting to review responsibilities and personnel assignments and will cover, at a minimum:

1. Organizational arrangement of Contractor's forces and personnel and those of Subcontractors, material Suppliers, and Consultant's Project Manager
2. Channels and procedures for communication
3. Construction schedule, devised by Contractor, including sequence of critical work
4. Procedures for processing of bulletins, field decisions, and Change Orders
5. Rules and regulations governing performance of the Work
6. Procedures for safety and first aid, security, quality control, housekeeping, and related matters

1.6 DAILY LOG

Maintain at the project site and submit to Consultant's Project Manager, on a daily basis, a daily log documenting the date and time of meetings, visitations, personnel entering and leaving the work area, special or unusual events, air monitoring tests and test results, inspection of work area, cleaning, encapsulation, and removal of waste materials from the work area.

Consultant's Signature: 

Date: 2/8/2024

Submit three (3) copies of all daily logs, in chronological order as they pertain to each work area, at the final close-out of the Project as a project close-out submittal.

1.7 SPECIAL REPORTS

Except as otherwise indicated, submit special reports directly to Owner within one day of occurrence requiring special report, with copy to Consultant's Project Manager and others affected by occurrence.

1.7.1 Reporting Unusual Events

When an event of unusual and significant nature occurs at the job site, prepare and submit a special report listing chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. When such events are known in advance or are predictable, advise Owner in advance at earliest possible date.

1.7.2 Reporting Accidents

Prepare and submit reports of significant accidents at the job site and anywhere else work is in progress. Record and document data and actions, complying with industry standards. For this purpose, a significant accident is defined to include events in which personal injury was sustained, property loss of substance was sustained, or the event posed a significant threat of loss or personal injury.

1.7.3 Reporting Discovered Conditions

When an unusual condition of the building is discovered during the Work (e.g., leaks, damage to structural members, corrosion of building materials), prepare and submit a special report indicating condition discovered.

1.8 CONTINGENCY PLAN

Prepare a contingency plan for emergencies, including fire, accident, power failure, pressure differential system failure, supplied air system failure, or any other event that may require modification or abridgement of decontamination or work area isolation procedures. Include in the plan specific procedures for decontamination or work area isolation. Note that nothing in these Specifications should impede safe exiting or provision of adequate medical attention in the event of an emergency.

In the clean room of the personnel decontamination unit, post telephone numbers and locations of emergency services, including, but not limited to, fire, ambulance, doctor, hospital, police, electric power company, and telephone company.

Consultant's Signature: 

Date: 2/8/2024

1.9 NOTIFICATIONS

Notify other entities at the job site of the nature of the asbestos abatement activities, location of asbestos containing materials, requirements relative to asbestos set forth in these Specifications, and applicable regulations.

Any individual at the job site may notify emergency service agencies if necessary without effect on this Contract or the Contract Sum.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01043

Consultant's Signature: 

Date: 2/8/2024

SECTION 01091 - DEFINITIONS AND STANDARDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including the General and Supplementary Conditions and other Division 1 specification sections, apply to work of this section.

1.2 SUMMARY

A substantial amount of specification language constitutes definitions for terms found in other Contract Documents. Certain terms used in the Contract Documents are defined in this section.

The provisions or requirements of Division 1 sections apply to the entire Work of the Contract and, where so indicated, to other elements which are included in the Project.

1.3 DEFINITIONS RELATIVE TO ASBESTOS ABATEMENT

Abatement: Procedures to control fiber release from asbestos-containing building materials. Includes securing the work area, providing an airtight seal of the work area, removing the material, cleaning the area, and disposing of the material.

Accredited or Accreditation: A person or laboratory accredited in accordance with Section 206 of Title II of the Toxic Substances Control Act (TSCA).

Aerosol: A system consisting of particles, solid or liquid, suspended in air.

Air Cell: Insulation, normally used on pipes and ductwork, consisting of corrugated cardboard, which is frequently comprised of asbestos combined with cellulose or refractory binders.

Air Lock: A system for permitting ingress and egress with minimum air movement between a contaminated area and an uncontaminated area, consisting of two curtained doorways separated by a dead air space of four feet.


Air Monitoring: The process of measuring the fiber content of a specific volume of air.

Amended Water: Water to which a surfactant has been added to decrease the surface tension to 35 dynes or lower.

Asbestos: The asbestiform varieties of chrysotile, amosite, crocidolite, anthophyllite, actinolite, and tremolite. For purposes of determining respiratory and worker protection, both the asbestiform and non-asbestiform varieties of the above minerals and any of these materials that have been chemically treated and/or altered shall be considered as asbestos.

Asbestos-Containing Material (ACM): Any material containing more than 1% by weight of asbestos of any type or mixture of types.

Asbestos-Containing Building Material (ACBM): Surfacing ACM, thermal system insulation ACM, or

Consultant's Signature: 

Date: 2/8/2024

miscellaneous ACM that is found in or on interior structural members or other parts of a building.

Asbestos-Containing Waste Material: Any material that is or is suspected of being, or any material contaminated with, an asbestos-containing material which is to be removed from a work area for disposal.

Asbestos Debris: Pieces of ACBM, identified by color, texture, or composition, or dust, if the dust is determined by an accredited inspector to be ACM.

Authorized Visitor: Owner, Consultant's Project Manager, testing lab personnel, emergency personnel, or a representative of any federal, state, or local regulatory or other agency having authority over the Project.

Breathing Zone: A hemisphere forward of the shoulders with a radius of approximately 6 to 9 inches.

Ceiling Concentration: The concentration of an airborne substance that shall not be exceeded.

Certified Industrial Hygienist (C.I.H.): An industrial hygienist certified in Comprehensive Practice by the American Board of Industrial Hygiene.

Clean Room: An uncontaminated area or room that is a part of the personnel decontamination unit, with provisions for storage of workers' street clothes and protective equipment.

Critical Barrier: Seal applied to openings connecting the abatement area with adjacent spaces; the seal will not be included in the containment and will be for the purpose of inhibiting the movement of fibers.

Curtained Doorway: A device to allow ingress and egress from one room to another while permitting minimal air movement between the rooms, typically constructed by placing two overlapping sheets of plastic over an existing or temporarily framed doorway, securing each along the top of the doorway, securing the vertical edge of one sheet along one vertical side of the doorway, and securing the vertical edge of the other sheet along the opposite vertical side of the doorway.


Demolition: The wrecking or taking out of any building component, system, finish, or assembly of a facility together with any related handling operations.

Disposal Bag: A properly labeled 6-mil thick leak-tight plastic bag used for transporting asbestos waste from work site to disposal site.

Encapsulant: A material that surrounds or embeds asbestos fibers in an adhesive matrix to prevent release of fibers.

- * Bridging encapsulant: an encapsulant that forms a discrete layer on the surface of an in situ asbestos matrix.
- * Penetrating encapsulant: an encapsulant that is absorbed by the in situ asbestos matrix without leaving a discrete surface layer.
- * Removal encapsulant: a penetrating encapsulant specifically designed to minimize fiber release for removal of asbestos-containing materials rather than for in situ encapsulation.

Encapsulation: Treatment of asbestos-containing materials with an encapsulant.

Consultant's Signature: 

Date: 2/8/2024

Enclosure: The construction of an airtight, impermeable, permanent barrier around asbestos-containing material to control the release of asbestos fibers into the air.

Equipment Decontamination Unit: That portion of a decontamination unit designed for controlled transfer of materials and equipment, typically consisting of a washroom and a holding area.

Equipment Room: A contaminated area or room that is part of the worker decontamination unit, with provisions for storage of contaminated clothing and equipment.

Filter: A media component used in respirators to remove solid or liquid particles from the inspired air.

Fittings: Valves, joints, elbows, tees, and other non-planar pipe surfaces.

Fixed Object: A unit of equipment or furniture in the work area that cannot be removed from the work area.

Friable Asbestos Material: Material that contains more than 1.0% asbestos by weight and that can be crumbled, pulverized, or reduced to powder by hand pressure when dry.

Glovebag: A sack (typically constructed of 6-mil transparent polyethylene plastic) with inward-projecting long-sleeved gloves, designed to enclose an object from which an asbestos-containing material is to be removed.

Glovebag Technique: A method with limited application utilizing the glovebag for removing small amounts of friable ACM from heating, ventilation, and air conditioning (HVAC) ducts, short piping runs, valves, joints, elbows, and other non-planar surfaces in a non-contained work area. The glovebag is constructed and installed in such a manner that it surrounds the object or area to be decontaminated and contains all asbestos fibers released during the removal process.

HEPA Filter: A high-efficiency particulate air (HEPA) filter capable of trapping and retaining 99.97% of asbestos fibers greater than 0.3 micron in diameter.

HEPA Vacuum Equipment: High-efficiency particulate air filtered vacuum collection equipment with a filter system capable of collecting and retaining asbestos fibers. Filters should be of 99.97% efficiency for retaining fibers of 0.3 micron or larger.

High-Efficiency Particulate Air Filter (HEPA): Refers to a filtering system capable of trapping and retaining 99.97% of all monodispersed particles 0.3 μm in diameter or larger.

Log Book: A notebook or other book containing essential project data and daily project information.

Mini-Enclosure: A method with limited applications for removing small amounts of friable ACM; this method is typically used for small-scale, short-duration type projects.

Movable Object: A unit of equipment or furniture in the work area that can be removed from the work area.

Negative-Pressure Respirator: A respirator in which the air pressure inside the respiratory-inlet covering is positive during exhalation in relation to the air pressure of the outside atmosphere and negative during inhalation in relation to the air pressure of the outside atmosphere.

Negative-Pressure Ventilation System: A pressure differential and ventilation system.

Consultant's Signature: 

Date: 2/8/2024

NESHAPS: National Emission Standards for Hazardous Air Pollutants.

NIOSH: National Institute for Occupational Safety and Health.

OSHA: Occupational Safety and Health Administration.

Personnel Decontamination Unit: A series of connected rooms, with curtained doorways between any two adjacent rooms, for the decontamination of workers and of materials and equipment. A decontamination enclosure system always contains at least one air lock.

Personal Monitoring: Sampling of the asbestos fiber concentrations within the breathing zone of an employee.

Plastic Sheeting: Plastic sheet material of specified thickness used for protection of walls, floors, etc., and used to seal openings into the work area.

Pressure Differential and Ventilation System: A local exhaust system, utilizing HEPA filtration capable of maintaining a pressure differential with the inside of the work area at a lower pressure than any adjacent area; this exhaust system cleans re-circulated air or generates a constant air flow from adjacent areas into the work area.

Protection Factor: The ratio of the ambient concentration of an airborne substance to the concentration of the substance inside the respirator at the breathing zone of the wearer. The protection factor is a measure of the degree of protection provided by a respirator to the wearer.

Removal: The act of removing ACM from the designated areas and disposing of these materials at an acceptable site.

Respirator: A device designed to protect the wearer from the inhalation of harmful atmospheres.

Shower Room: A room between the clean room and the equipment room in the worker decontamination unit, with hot and cold or warm running water and suitably arranged for complete showering during decontamination. The shower room comprises an air lock between contaminated and clean areas.

Surfactant: A chemical wetting agent added to water to improve penetration, thus reducing the quantity of water required for a given operation or area.

Time-Weighted Average (TWA): The average concentration of a contaminant in air during a specific time period.

Visible Emissions: Any emissions containing particulate asbestos material that are visually detectable without the aid of instruments. This does not include condensed uncombined water vapor.

Wet Cleaning: The process of eliminating asbestos contamination from building surfaces and objects by using cloths, mops, or other cleaning utensils that have been dampened with amended water or diluted removal encapsulant and afterwards thoroughly decontaminated or disposed of as asbestos-contaminated waste.

Work Area: The area where asbestos-related work or removal operations are performed, which is defined and/or isolated to prevent the spread of asbestos dust, fibers, or debris and entry by unauthorized personnel.

Consultant's Signature: 

Date: 2/8/2024

The work area is a Regulated Area as defined by 29 CFR 1926.

1.4 INDUSTRY STANDARDS

Except where Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into Contract Documents. Such standards are made a part of the Contract Documents by reference. Individual sections indicate which codes and standards Contractor must keep available at the project site for reference.

Referenced industry standards take precedence over standards that are not referenced but recognized in the construction industry as applicable.

Un-referenced industry standards are not directly applicable to the Work, except as a general requirement of whether the Work complies with recognized construction industry standards.

Where compliance with an industry standard is required, the standard in effect as of the date of the Contract Documents is the governing standard.

At the request of Owner or authority having jurisdiction, a Change Order proposal must be submitted where an applicable code or standard has been revised and reissued after the date of the Contract Documents and before performance of the Work affected. Owner will decide whether to issue a Change Order to proceed with the updated standard.

Where compliance with two or more standards is specified and they establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced, unless the Contract Documents indicate otherwise. Requirements that are different, but apparently equal, and uncertainties as to which quality level is more stringent must be referred to Owner for a decision before proceeding.

In every instance, the quantity or quality level shown or specified shall be the minimum to be provided or performed. In complying with these requirements, indicated numeric values are minimum or maximum values, as noted, or appropriate for the context of the requirements. Instances of uncertainty must be referred to Consultant's Project Manager for Owner's decision before proceeding.

Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to that entity's construction activity. Copies of applicable standards are not bound with the Contract Documents.

Where copies of standards are needed for performance of a required construction activity, Contractor shall obtain copies directly from the publication source.

Although copies of standards needed for enforcement of requirements may be part of required submittals, Consultant's Project Manager reserves the right to require Contractor to submit additional copies as necessary for enforcement of requirements.

1.5 ABBREVIATIONS AND NAMES

Trade association names and titles of general standards are frequently abbreviated. The following acronyms or abbreviations as referenced in the Contract Documents are defined to mean the associated names. Names and addresses are subject to change and are believed to be, but are not assured to be, accurate and up-to-date as of the date of the Contract Documents:


AIHA	American Industrial Hygiene Association
------	---

Consultant's Signature: 

Date: 2/8/2024

475 Wolf Ledges Parkway
Akron, OH 44311
216/762-7294

- AIA American Institute of Architects
1735 New York Avenue NW
Washington, DC 20006
202/626-7474
- ANSI American National Standards Institute
1430 Broadway
New York, NY 10018
212/354-3300
- ASHRAE American Society for Heating, Refrigeration,
and Air Conditioning Engineers
1791 Tullie Circle NE
Atlanta, GA 30329
404/636-8400
- ASME American Society of Mechanical Engineers
345 East 47th Street
New York, NY 10017
212/705-7722
- ASPE American Society of Plumbing Engineers
3716 Thousand Oaks Boulevard, Suite 210
Westlake, CA 91362
805/495-7120
- ASTM American Society for Testing and Materials
1916 Race Street
Philadelphia, PA 19103
215/299-5400
- AWCI Association of the Wall and Ceiling Industries - International
25 K Street NW
Washington, DC 20002
202/783-2924
- CFR Code of Federal Regulations
Available from Government Printing Office
Washington, DC 20402
(usually first published in Federal Register)
202/783-3238
- CGA Compressed Gas Association
1235 Jefferson Davis Highway
Arlington, VA 22202 703/979-0900
- CS Commercial Standard of NBS
(U.S. Department of Commerce)

Consultant's Signature: 

Date: 2/8/2024

Government Printing Office
Washington, DC 20402
202/377-2000

DOT	Department of Transportation 400 Seventh Street SW Washington, DC 20590 202/426-4000
EPA	Environmental Protection Agency 401 M Street SW Washington, DC 20460 202/382-3949
FS	Federal Specification (General Services Administration) Obtain from your Regional GSA Office or purchase from GSA Specifications Unit (WFSIS) 7th and D Streets SW Washington, DC 20406 202/472-2205 or 2140
GA	Gypsum Association 1603 Orrington Avenue Evanston, IL 60201 312/491-1744
GSA	General Services Administration F and 18th Streets NW Washington, DC 20405 202/655-4000
IEEE	Institute of Electrical and Electronic Engineers 345 E. 47th Street New York, NY 10017 212/705-7900
MIL	Military Standardization Documents (U.S. Department of Defense) Naval Publications and Forms Center 5801 Tabor Avenue Philadelphia, PA 19120
NBS	National Bureau of Standards (U.S. Department of Commerce) Gaithersburg, MD 20234 301/921-1000
NEC	National Electrical Code (by NFPA)
NFPA	National Fire Protection Association Batterymarch Park Quincy, MA 02269 617/770-3000

Consultant's Signature: 

Date: 2/8/2024

NRCA National Roofing Contractors Association
6250 River Road
Rosemont, IL 60018
312/318-6722

OSHA Occupational Safety and Health Administration
(U.S. Department of Labor)
Government Printing Office
Washington, DC 20402
202/783-3238

PS Product Standard of NBS
(U.S. Department of Commerce)
Government Printing Office
Washington, DC 20402
202/783-3238


RFCI Resilient Floor Coverings Institute
966 Hungerford Drive, Suite 12-B
Rockville, MD 20805

UL Underwriters Laboratories
333 Pfingsten Road
Northbrook, IL 60062
312/272-8800

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01091

Consultant's Signature: 

Date: 2/8/2024

SECTION 01092 - CODES, REGULATIONS, AND STANDARDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

General provisions of the Contract, including the General and Supplementary Conditions and other Division 1 specification sections, apply to work of this section.

1.2 SUMMARY

This section sets forth governmental regulations and industry standards, which are included and incorporated herein by reference and made a part of these Specifications. This section also sets forth those notices and permits which are known to Owner and which either must be applied for and received or given to governmental agencies before start of work.

Contractor requirements include adherence to work practices and procedures set forth in applicable codes, regulations, and standards. Contractor requirements include obtaining permits, licenses, inspections, releases, and similar documentation, as well as payments, statements, and similar requirements associated with codes, regulations, and standards.

1.3 CODES AND REGULATIONS

Except to the extent that more explicit or more stringent requirements are written directly into the Contract Documents, all applicable codes, regulations, and standards have the same force and effect (and are made a part of the Contract Documents by reference) as if copied directly into the Contract Documents or as if published copies are bound herewith.

Contractor shall assume full responsibility and liability for compliance with all applicable federal, state, and local regulations pertaining to work practices, hauling, disposal, and protection of workers, visitors to the site, and persons occupying areas adjacent to the site. Contractor is responsible for providing medical examinations and maintaining medical records of personnel as required by the applicable federal, state, and local regulations. Contractor shall hold Owner and Consultant's Project Manager harmless for failure to comply with any applicable work, hauling, disposal, safety, health, or other regulation on the part of Contractor, his employees, or his Subcontractors.

1.3.1 Federal Requirements

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

- OSHA U.S. Department of Labor, Occupational Safety and Health Administration, (OSHA), including, but not limited to:
 - * Occupational Exposure to Asbestos, Tremolite, Anthophyllite, and Actinolite; Final Rules Title 29, Part 1910, Section 1001 and Part 1926, Section 58 of the Code of Federal Regulations

Consultant's Signature: 

Date: 2/8/2024

- * Respiratory Protection
Title 29, Part 1910, Section 134 of the
Code of Federal Regulations
- * Construction Industry
Title 29, Part 1926, 1101, of the
Code of Federal Regulations
- * Access to Employee Exposure and Medical Records
Title 29, Part 1910, Section 2 of the
Code of Federal Regulations
- * Hazard Communication
Title 29, Part 1910, Section 1200 of the
Code of Federal Regulations
- * Specifications for Accident Prevention Signs and Tags
Title 29, Part 1910, Section 145 of the
Code of Federal Regulations

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

- * Hazardous Substances
Title 29, Part 171 and 172 of the
Code of Federal Regulations


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

- * National Emission Standards for Hazardous Air Pollutants (NESHAPS)
National Emission Standard for Asbestos
Title 40, Part 61, Subpart A,
and Subpart M (Revised Subpart B) of the
Code of Federal Regulations

1.3.2 State Requirements

State regulatory agencies that govern asbestos abatement work or hauling and disposal of asbestos waste materials include, but are not limited to, the following:

Texas Department of State Health Services
Toxic Substances Control Division
P. O. Box 149347
Austin, Texas 78754
(800) - 572 - 5548

Consultant's Signature: 

Date: 2/8/2024

1.3.3 Local Requirements

Abide by any and all local requirements that govern asbestos abatement work or hauling and disposal of asbestos waste materials.

1.4 STANDARDS

Except to the extent that more explicit or more stringent requirements are written directly into the Contract Documents, all applicable standards have the same force and effect (and are made a part of the Contract Documents by reference) as if copied directly into the Contract Documents or as if published copies are bound herewith.

Contractor shall assume full responsibility and liability for compliance with all standards pertaining to work practices, hauling, disposal, and protection of workers, visitors to the site, and persons occupying areas adjacent to the site. Contractor shall hold Owner and Consultant's Project Manager harmless for failure to comply with any applicable standard on the part of Contractor, his employees, or his Subcontractors.

Standards that apply to asbestos abatement work or hauling and disposal of asbestos waste materials include, but are not limited to, the following:

ANSI American National Standards Institute
 1430 Broadway
 New York, NY 10018
 212/354-3300

- * Fundamentals Governing the Design and Operation of Local Exhaust Systems Publication Z9.2-79
- * Practices for Respiratory Protection Publication Z88.2-80

ASTM American Society for Testing and Materials
 1916 Race Street
 Philadelphia, PA 19103
 215/299-5400

- * Safety and Health Requirements Relating to Occupational Exposure to Asbestos E 849-82
- * Specification for Encapsulants for Friable Asbestos-Containing Building Materials Proposal P-189

Consultant's Signature: 

Date: 2/8/2024

1.5 NOTIFICATIONS

Send written notification as required by EPA National Emission Standards for Hazardous Air Pollutants (NESHAPS) Asbestos Regulations (40 CFR 61, Subpart M) and Texas Department of State Health Services (TDSHS), at least 10 working days prior to beginning any work on asbestos-containing materials. Send notification to the following address:

Asbestos Notification Section
Toxic Substances Control Division
Texas Department of State Health Services
Exchange Building, Suite N320
8407 Wall Street
Austin, Texas 78754
(800) - 572 - 5548

1.6 LICENSES

Contractor shall maintain current licenses as required by applicable sections of the TDSHS for removal, transportation, disposal, or other regulated activity related to the Work of this Contract.

1.7 POSTING AND FILING OF REGULATIONS

Post all notices required by applicable federal, state, and local regulations in each work area. Maintain two (2) copies of applicable federal, state, and local regulations and standards: one copy of each at each work area and one copy of each on file in Contractor's office.

1.8 SUBMITTALS

Submit all required documents, identified in Section 01301 - Submittals, to Consultant's Project Manager for review prior to the start of work in any given work area. Do not begin work until these submittals are returned, approved by Owner and Consultant's Project Manager.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01092

Consultant's Signature: 

Date: 2/8/2024

SECTION 01301 - SUBMITTALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including the General and Supplementary Conditions and other Division 1 specification sections, apply to work of this section.

1.2 SUMMARY

This section specifies administrative and procedural requirements for submittals required for performance of the Work. The submittal checklist at the back of this section identifies submittals that are required before, during, and after the Work specified in these Contract Documents.

1.3 SUBMITTAL PROCEDURES

Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.

Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that requires sequential activity.

Coordinate transmittal of different types of submittals that must be reviewed concurrently for coordination of activities.

Owner and Consultant's Project Manager reserve the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

Submit three copies of each required submittal. Consultant's Project Manager will retain two copies and will return one marked with the action taken and corrections or modifications required. Unless noncompliance with Contract Document provisions is noted, the submittal may serve as the final submittal.

1.3.1 Submittal Preparation

Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Consultant's Project Manager using Owner's standard submittal form. Submittals received from sources other than Contractor will be returned without action.

1.3.2 Submittal Numbering

Sequentially number the transmittal forms. Re-submittals shall be numbered with the original number and an alphabetic suffix.

1.3.3 Submittal Identification

Identify Project, Contractor, Subcontractor or Supplier, Drawing Sheet and detail number(s), specification number, and section number, as appropriate.

1.3.4 Relevant Information

Consultant's Signature: 

Date: 2/8/2024

On the transmittal sheet, record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations. Include Contractor's certification that information complies with Contract Document requirements. Provide space for Owner's review stamp.

1.3.5 Submittal Schedule

Schedule submittals to expedite the Project and deliver to Consultant's Project Manager. Consultant's Project Manager will forward submittals to the Project Consultant for approval as needed.

1.3.6 Submittal Review

Allow two weeks for initial review. Allow additional time if processing of submittal involves coordinating with subsequent submittals. Consultant's Project Manager will promptly advise Contractor when processing of a submittal must be delayed for coordination.

No extension of Contract Time will be authorized because of failure to transmit submittals to Consultant's Project Manager sufficiently in advance of work to permit processing.

1.3.7 Revised Submittals

Revise and resubmit as required, identifying all variances from the previous submittal. Allow two weeks for reprocessing each submittal.

1.4 CONTRACTOR'S CONSTRUCTION SCHEDULE

Prepare a fully developed, horizontal bar chart type of Contractor's construction schedule. Submit within 30 days of the date established for commencement of work.

Provide a separate time bar for each significant construction activity (e.g., construction of temporary enclosures, removal of ACM, project decontamination, work area clearance, re-insulation, etc.) for each work area. Provide a continuous vertical line to identify the first working day of each week.

Within each time bar, indicate estimated completion percentage in 10% increments. As work progresses, place a contrasting mark in each bar to indicate actual completion.


Following response to the initial submittal, print and distribute copies to Consultant's Project Manager, Owner, Subcontractors, and other parties required to comply with scheduled dates.

When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.

Revise the schedule after each meeting or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

1.5 SUBMITTAL SCHEDULE

At the end of this section is a submittal checklist of the principal submittals required for the Work.

Consultant's Signature: 

Date: 2/8/2024

After review and action on Contractor's construction schedule, prepare a complete schedule of submittals. Submit the schedule of submittals within 30 days of the date required for establishment of Contractor's construction schedule.

Prepare the submittal schedule in chronological order, including submittals required before start of construction. Provide the following information:

- * Scheduled date for the first submittal
- * Related section number
- * Submittal category
- * Name of Subcontractors involved
- * Description of the part of the Work covered

Following response to the initial submittal, print and distribute copies to Consultant's Project Manager, Owner, Subcontractors, and other parties required to comply with submittal dates indicated. When revisions are made, distribute to the same parties. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.

Revise the schedule after each meeting or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

1.6 SHOP DRAWINGS

Shop Drawings shall be submitted prior to abatement activities in each work area. Shop Drawings shall include locations of personnel and equipment decontamination units, HEPA-filtered fan units, emergency exits, and fire extinguishers inside the work area.

Submit Shop Drawings on sheets at least 8 1/2 inches by 11 inches but no larger than 36 inches by 48 inches. Submit one correctable translucent reproducible print and one blue- or black-line print for review by Consultant's Project Manager; the reproducible print will be returned.

Retain one Shop Drawing print to be marked up and maintained as a Record Document.

1.7 PRODUCT DATA

Collect product data into a single submittal. Product data includes printed information such as manufacturer's installation instructions, catalog cuts, standard wiring diagrams, and performance curves. Where product data must be specially prepared because standard printed data is not suitable for use, submit as Shop Drawings.

Mark each copy to show applicable choices and options. Where printed product data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:

- * Manufacturer's printed recommendations
- * Compliance with recognized trade association standards
- * Compliance with recognized testing agency standards
- * Application of testing agency labels and seals

Consultant's Signature: 

Date: 2/8/2024

Furnish copies of final submittal to Installers, Subcontractors, Suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms. Do not proceed with installation until a final submittal is in the Installer's possession.

1.8 SAMPLES

Submit full-sized, fully fabricated samples cured and finished as specified and physically identical to the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts, or containers of materials.

Submit samples for review of kind and for a comparison between characteristics of the final submittal and the actual component as delivered and installed.

Field samples specified in individual sections are special types of samples. Field samples are full-sized examples erected on site to illustrate finishes, coatings, or finish materials and to establish the standard by which the Work will be judged.

1.9 SUBMITTAL CHECKLIST

The submittals required from Contractor include, but are not limited to, the following:

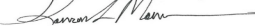
Section 01013 - Summary of the Work - Asbestos Abatement

Before Start of Work:

Plan of Action: Submit a detailed plan of the procedures proposed for use in complying with the requirements of these Specifications. Include in the plan the sequencing of asbestos work; the interface of trades involved in the performance of work; methods to be used to assure the safety of building occupants and visitors to the site; a disposal plan, including location of the approved disposal site; and a detailed description of the methods to be employed to control pollution. Expand upon the use of HEPA ventilation, method of removal to prevent visible emissions in the work areas, and packaging of removed asbestos debris. The plan must be approved by Consultant's Project Manager prior to commencement of work.

Pre-construction

Inspection: Prior to commencement of work, inspect areas in which work will be performed. List damage to structure, surfaces, equipment, or surrounding properties that could be misconstrued as damage resulting from the Work. Submit to Consultant's Project Manager prior to starting work.

Consultant's Signature: 

Date: 2/8/2024

Section 01043 - Project Coordination - Asbestos Abatement

Before Start of Work:

Contingency Plans: Submit a contingency plan for emergencies, including fire, accident, power failure, pressure differential system failure, supplied air system failure, or any other event that may require modification or abridgement of decontamination or work area isolation procedures. Include in the plan specific procedures for decontamination or work area isolation. Note that nothing in these Specifications should interfere with safe exiting or provision of adequate medical attention in the event of an emergency.

Telephone Numbers: Submit telephone and pager numbers of Project Superintendent, asbestos supervisor, and foremen. Submit location and telephone number of emergency services designated for this Project.

Notifications: Submit notifications sent to other entities and trades at the work site.

Resumes: Submit resume of Project Superintendent, including experience, training, accreditation, and licensing.

Periodically During Work:

Daily Logs: On a daily basis, submit a daily log of site activities to Consultant's Project Manager. Daily logs shall include times of important events, meetings, inspections, visitations, and personnel entering and leaving the work area, and removal of waste materials from the work area.

Submit daily logs in triplicate, in chronological order as they pertain to each work area, at the completion of the Work.

Accident Reports: Submit, within eight hours of the incident, reports of accidents resulting in injury requiring any type of medical attention. Reports shall include type of accident, resulting injury, medical attention required, property loss or damage, and entities notified.

Section 01092 - Codes, Regulations, and Standards - Asbestos Abatement

Before Start of Work:

Federal Regulations: Submit the following regulations in triplicate:

- * Occupational Exposure to Asbestos, Tremolite, Anthophyllite, and Actinolite; Final Rules
Title 29, Part 1910, Section 1001 and
Part 1926, Section 58 of the
Code of Federal Regulations
- * Respiratory Protection

Consultant's Signature: 

Date: 2/8/2024

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

- * Hazard Communication
Title 29, Part 1910, Section 1200 of the Code of Federal Regulations
- * Hazardous Substances
Title 29, Part 171 and 172 of the Code of Federal Regulations
- * National Emission Standards for Hazardous Air Pollutants (NESHAPS)
National Emission Standard for Asbestos
Title 40, Part 61, Subpart A, and Subpart M (Revised Subpart B) of the Code of Federal Regulations

Licenses and Certifications:

Submit current licenses as required by applicable sections of the TDSHS for removal, transportation, and disposal of asbestos-containing material or any other part of the Work.

Notifications:

Submit copy of written notification as required by NESHAPS and the TDSHS. Submit receipt of payment of any notification fees associated with this notification.

Standards:

Submit a single copy of standards for use by Consultant's Project Manager. Where workmanship, whether at the project site or elsewhere, is governed by a standard, furnish additional copies of the standard to fabricators, installers, and others involved in the performance of the Work.

Periodically During Work:

None

Section 01503 - Temporary Facilities - Asbestos Abatement

Before Start of Work:


Scaffolding:

Submit list of rolling and fixed scaffolding intended for use on the Project. Submit sufficient detail to indicate compliance with applicable worker safety regulations or other requirements.

Hot Water Heater:

Submit manufacturer's name, model number, size in gallons, heating capacity, and power requirements for any hot water heater needed to perform the Work.

Ground Fault Circuit

Consultant's Signature: 

Date: 2/8/2024

Interruptioners (GFCI): Submit product data.

Lamps and Light Fixtures: Submit product data.

Temporary Heating/Cooling Units: Submit product data.

First Aid Supplies: Submit product data.

Fire Extinguishers: Submit product data.

Periodically During Work:

None

Section 01513 - Temporary Pressure Differential and Air Circulating System

Before Start of Work:

Pressure Differential System Design: Identify the pressure differential system components on the Shop Drawing for each work area. The system design shall include the required HEPA-filtered fan units and the calculations necessary to determine the number of machines, description of projected air flow within the work area, anticipated pressure differential across work area enclosures, methods of testing for correct air flow and pressure differentials, and location of the machines in the work area.

HEPA-Filtered Fan Units: Submit product data.

Auxiliary Generator: Submit product data.

Power Switch: Submit product data.

Auxiliary Power System: Identify auxiliary power system components on the Shop Drawing.

Periodically During Work:

Pressure Differential Monitoring Results: Submit printout of pressure differential monitoring equipment to Consultant's Project Manager on a daily basis. Mark the printout with date and start of time for the day. Use printout paper that indicates elapsed time in intervals no greater than hours. Indicate, on each day's record, times of starting and stopping abatement work, type of

Consultant's Signature: 

Date: 2/8/2024

work in progress, breaks for lunch or other purposes, periods of stop work, and filter changes. Cut printout into segments by day and attach to 8 1/2-inch by 11-inch paper. Label with project name, Contractor's name, and date.

Section 01526 - Temporary Enclosures

Before Start of Work:

Spray Cement: Submit product data and MSDS.

Sheet Plastic: Submit product data, including test reports on NFPA 701 test.

Signs: Submit sample.

Periodically During Work:

None

Section 01560 - Worker Protection - Asbestos Abatement

Before Start of Work:

Accreditation: Submit applicable AHERA accreditation for each worker performing work on this Project.

State License/permit: Submit state license (if applicable) for each worker performing work on this Project.

Certificate of

Worker's

Acknowledgement: Submit Certificate of Worker's Acknowledgement for each worker performing work on this Project.

Training

Certifications: Submit copies of worker training courses for each worker performing work on this Project.

Physician's

Statement:

Submit physician's statement from medical examination conducted within last 12 months for each worker. Report shall be in compliance with OSHA medical surveillance requirements for each worker who is to enter the work area. Physician's statement shall verify that the worker is able to wear and use the type of respiratory protection proposed for the Project and is able to work safely in an environment capable of producing heat stress in the worker.

Consultant's Signature: 

Date: 2/8/2024

Periodically During Work:

Personnel Air
Sample Analysis
Results:

Submit results of personnel air sampling analysis on a daily basis and within 24 hours from the time the samples were collected. Samples shall be collected by a certified and/or licensed air monitoring technician and analyzed by a NVLAP Certified and/or state-licensed asbestos laboratory approved to perform phase contrast microscopy (PCM) analysis.

Section 01562 - Respiratory Protection

Before Start of Work:

Respirators: Submit product data and NIOSH and MSHA certifications for all respirators utilized during the Project. If Type "C" respirators are utilized, submit system diagram and operating instructions for the system.


Respiratory
Protection Program: Submit a written Respiratory Protection Program in compliance with ANSI Z88.2-80 "Practices for Respiratory Protection" and OSHA 29 CFR, Part 1926.

Fit Test Results: Submit initial fitting of respiratory protection during a respiratory course of training for each worker. Fit tests shall be performed on respirators actually used by the worker being fit-tested.

Historical Monitoring
Results: For purposes of respiratory downgrade, submit personnel and inside containment monitoring results from three (3) previous projects performed by Contractor on similar work. Results shall be from an independent air monitoring firm to substantiate selection of respiratory protection proposed.

Periodically During Work:

Fit Test Results: Submit fit test results for new workers prior to allowing the worker to enter into a work area. On a weekly basis, submit results of fit testing for each worker.

Consultant's Signature: 

Date: 2/8/2024

Section 01563 - Decontamination Units

Before Start of Work:

Decontamination
Units: Identify locations in Shop Drawings.

Filters: Identify locations in Shop Drawings.

Wash Station
Shower Stall: Identify locations in Shop Drawings.

Sump Pump: Submit product data.

Periodically During Work:

None

Section 01601 - Materials and Equipment - Asbestos Abatement

Before Start of Work:

Product List
Schedule: Submit a schedule showing specified products in a tabular form acceptable to Consultant's Project Manager. Include generic names of products required. Include the manufacturer's name and proprietary product names for each item listed.

Periodically During Work:

Product List
Schedule as Needed: Submit updated schedule showing specified products in a tabular form acceptable to Consultant's Project Manager. Schedule shall be updated as needed throughout the Project.

Section 01632 - Product Substitutions - Asbestos Abatement

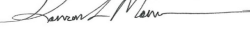
Before Start of Work:

Refer to section

Periodically During Work:

Refer to section

Section 01701 - Project Closeout - Asbestos Abatement

Consultant's Signature: 

Date: 2/8/2024

Before Start of Work:

None

Periodically During Work:

Refer to section

Section 01711 - Project Decontamination

Before Start of Work:

None

Periodically During Work:

None

Section 02081 - Removal of Asbestos-Containing Material and Debris

Before Start of Work:

Shop Drawings: Submit Shop Drawings as specified in Article 1.6 of this section.

Product Data: Submit product data as specified in Article 1.7 of this section.

Periodically During Work:

None

Section 02084 - Disposal of Asbestos-Containing Waste Material

Before Start of Work:

Waste Hauler

State License/permit: Submit a copy of the state license/permit (if applicable) for the asbestos waste transporter.

Landfill

Information: Submit the name and address of the approved landfill where asbestos-containing waste materials are buried. Include contact person and telephone number.

Waste Manifest: Submit the waste manifest form proposed for use to document proper disposal of LBP and/or asbestos-containing waste materials.

Disposal Bag: Submit samples of disposal bags proposed for this Project.

Consultant's Signature: 

Date: 2/8/2024

Sample Labels: Submit samples of proper labels to be placed on each bag of asbestos-containing waste materials.

Periodically During Work:

Waste Manifests: Submit copies of all manifests of asbestos-containing waste materials transported and disposed of during the Project.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01301

Consultant's Signature: 

Date: 2/8/2024

Alexander, Smith, Byrd, Reed and DHS/DISD

Section 01301-12

SECTION 01410 - AIR MONITORING - TEST LABORATORY SERVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including the General and Supplementary Conditions and other Division 1 specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK

This section describes work performed by an independent contractor retained by Owner. This work is not in the contract sum.

This section describes air monitoring performed by an independent contractor retained by Owner to verify that the building beyond the work area and the outside environment remain uncontaminated during the Work. This section also sets forth airborne fiber levels both inside and outside the work area as action levels and describes the action required of Contractor if an action level is met or exceeded. Air monitoring required by OSHA is the Work of Contractor and is not covered in this section.

1.3 AIR MONITORING

Owner will be conducting air monitoring throughout the course of the Project.

1.3.1 Work Area Isolation

The purpose of Owner's air monitoring is to detect defects in the work area isolation, such as failure of filtration or a rupture in the differential pressure system, indicated by contamination of the building outside the work area or contamination of air outside the building (outside environment) with airborne asbestos fibers.

Should any of the above problems occur, immediately cease asbestos abatement activities until the defect is corrected. Do not recommence work until authorized to do so by Owner and Consultant's Project Manager.

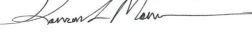
1.3.2 Work Area Monitoring

Owner will monitor airborne fiber counts in the work area. The purpose of this air monitoring will be to detect airborne asbestos concentrations that may challenge the effectiveness of the work area isolation procedures in protecting the rest of the building or outside the building from contamination by airborne fibers.

1.3.3 Work Area Clearance

To determine if the elevated airborne fiber counts encountered during abatement operations have been reduced to an acceptable level, Owner will sample and analyze air per Section 01714 - Work Area Clearance.

1.4 STOP ACTION LEVELS

Consultant's Signature: 

Date: 2/8/2024

1.4.1 Inside Work Area

Maintain an average airborne count in the work area of less than 0.1 fiber per cubic centimeter. If the fiber counts rise above this figure for any sample taken, revise work procedures to lower fiber counts. If the time-weighted average (TWA) fiber count for any work shift or eight-hour period exceeds 0.1 fiber per cubic centimeter, stop all work, leave the pressure differential system in operation, and notify Consultant's Project Manager. After correcting the cause of the high fiber levels, do not recommence work for 24 hours unless otherwise authorized, in writing, by Owner's Consultant.

1.4.2 Outside Work Area

If any air sample taken outside of the work area exceeds 0.01 f/cc or the baseline concentration, whichever is higher, immediately stop all work except corrective action and correct the source of the high reading.

If the high reading was the result of a failure or breach of work area isolation measures, initiate the following actions:

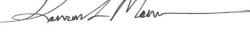
- * Immediately erect new critical barriers, as set forth in Section 01526 - Temporary Enclosures, to isolate the affected area from the rest of the building. Erect critical barriers at the next existing structural isolation of the involved space (e.g., wall, ceiling, floor).
- * Decontaminate the affected area in accordance with Section 01712 - Cleaning and Decontamination Procedures.
- * Require that respiratory protection, as set forth in Section 01562 - Respiratory Protection, be worn in the affected area until the area is cleared for re-occupancy in accordance with Section 01714 - Work Area Clearance.
- * Leave the critical barriers in place until completion of work and ensure that the operation of the pressure differential system in the work area results in a flow of air from the rest of the building into the affected area.
- * If the exit from the clean room of the personnel decontamination unit enters the affected area, establish a decontamination facility consisting of a shower room and changing room, as set forth in Section 01563 - Decontamination Units, at the entry point to the affected area.
- * After Certification of Visual Inspection in the work area, remove critical barriers separating the work area from the affected area. Final air samples will be taken within the entire area, as set forth in Section 01714 - Work Area Clearance.

1.5 ANALYTICAL METHODS

The following methods will be employed by Owner in analyzing filters used to collect air samples. Sampling rates may vary from printed standards to allow for high-volume sampling.

Phase contrast microscopy (PCM) will be performed using the NIOSH 7400 method, Counting Rules A. This analysis will be conducted at the job site, or the samples will be properly packaged and sent to an outside laboratory for analysis. In either case, sample results shall be available at the job site within 24 hours.

Transmission electron microscopy (TEM) will be collected & performed for clearance tests (if over 160 Sf or 260

Consultant's Signature: 

Date: 2/8/2024

Lf in each area) utilizing the analysis method set forth in AHERA regulation 40 CFR Part 763, Appendix A.

Samples will be collected on 25mm nonconductive cassettes with 50mm extension cowling. Sample cassettes shall contain mixed cellulose ester (MCE) filters as follows:

- * PCM: 0.8-micrometer (μm) porosity MCE
- * TEM: 0.45-micrometer (μm) porosity MCE

1.6 NUMBER OF SAMPLES AND VOLUMES

The number and volume of air samples collected may vary depending upon the location and type of work performed.

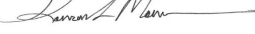
1.6.1 Baseline Samples

Baseline ambient air samples will be collected within 24-hours prior to the erection of the abatement containment, and will collect minimum of three (3) samples of minimum of 1250 liters, per work area/per each floor. Baseline samples will consist of PCM samples. PCM samples will be utilized to determine the outside work area action limits. Samples collected for TEM analysis (if any) will be held without analysis. These samples will be analyzed under the conditions and terms set forth in "Fibers Counted" and "Effect on Contract Sum."

1.6.2 Daily

From start of work of Section 01526 - Temporary Enclosures through the work of Section 01711 - Project Decontamination, Owner consultant representative will be collecting air monitoring samples on a daily basis. These samples will be utilized to detect any breach of containment, or accidental transfer of fibers to outside containment or decontamination unit by the workers, or transferal of contaminated equipment, tools, asbestos bags, etc.

Daily Sample Schedule (per 8-hour work period, divided in two sets of air sampling for each 4-hours): From start of Work of temporary containment through project decontamination, the Owner consultant representative will generally take the following samples on a daily (8-hour work period) basis. The number of samples may vary.

Consultant's Signature: 

Date: 2/8/2024

Location Sampled per 8-hour work shift	Minimum Number of Samples	Minimum Volume (Liters)	Planned Analytical Method
Inside Each Work Area/ or Containment < 2,000 sq. ft.	2	25	PCM
Inside Each Work Area/ or Containment > 2,000 sq. ft.	4	25	PCM
Outside Each Work Area/ or Containment (Including at Bag-out Area)	2	600	PCM
Upwind	2	600	PCM
Downwind	2	600	PCM
Decontamination Unit Clean Room	2	600	PCM
HEPA Exhaust	2	600	PCM

If airborne fiber counts exceed baseline limits, additional samples will be taken (and classified as retests) as necessary to monitor fiber levels and confirm sources.

Release Criteria: Gross decontamination is complete, when Owner consultant representative's visual inspections have passed, and every Work Area sample is below 0.010 fibers/cc or the Base Line outside the Work Area, whichever is greater. If any sample is above the limit indicated, re-cleaning will be required and primary critical barriers cannot be removed.


1.7 LABORATORY TESTING

The services of a testing laboratory will be retained by Owner to perform laboratory analyses of the air samples. A microscope and a licensed air monitoring technician (with NIOSH 582 Certification, Microscopic Quantification of Fiber Counts in Air Samples) will be set up at the job site, or samples will be sent on a daily basis to a licensed asbestos laboratory, so that verbal reports on air samples can be obtained within 24 hours.

Contractor will have access to all air monitoring tests and results upon written request presented to Owner or Consultant's Project Manager.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

Consultant's Signature: 

Date: 2/8/2024

3.1 ADDITIONAL TESTING

Contractor may conduct his own air monitoring and laboratory testing. If he elects to do this, the cost of such air monitoring and laboratory testing shall be at no additional cost to Owner.

3.2 PERSONAL MONITORING

Owner will not be performing air monitoring to meet Contractor's OSHA requirements for personnel sampling or any other purpose. Contractor is solely responsible for the cost of personal monitoring.

END OF SECTION 01410

Consultant's Signature: 

Date: 2/8/2024

SECTION 01503 - TEMPORARY FACILITIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including the General and Supplementary Conditions and other Division 1 specification sections, apply to work of this section.

1.2 DESCRIPTION OF REQUIREMENTS

Provide a temporary connection to existing building utilities or provide temporary facilities as required herein or as necessary to carry out the Work. This section addresses temporary utilities, scaffolding, and controls.

Maintain the work area in a clean and orderly condition as determined by Consultant's Project Manager.

1.3 SUBMITTALS

Submit all required documents, identified in Section 01301 - Submittals, to Consultant's Project Manager for review prior to the start of work in any given work area. Do not begin work until these submittals are returned, approved by Owner's and Consultant's Project Manager.

PART 2 - PRODUCTS

2.1 SCAFFOLDING

Provide all scaffolding, ladders, platforms, and staging as necessary to accomplish the Work of this Contract. Scaffolding may be of suspension or standing design, of metal, coupler, tubular welded frame, pole or outrigger, or cantilever type. The type, erection, and use of all scaffolding shall comply with all applicable OSHA provisions.

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

2.2 WATER SERVICE

2.2.1 Temporary Water Service Connection

All connections to Owner's water system shall include backflow protection. Valves shall be temperature- and pressure-rated for operation at the temperatures and pressures encountered. After completion of use, connections and fittings shall be removed without damage or alteration to existing water piping and equipment. Leaking or dripping valves shall be piped to the nearest drain or located over an existing sink or grade where water will not damage existing finishes or equipment.

2.2.2 Water Hoses

Employ heavy-duty abrasion-resistant hoses with a pressure rating greater than the maximum pressure of the water distribution system to provide water into each work area and to each decontamination unit. Provide fittings as required to allow for connection to existing wall hydrants or spouts, as well as temporary water

Consultant's Signature: 

Date: 2/8/2024

heating equipment, branch piping, showers, shutoff nozzles, and equipment.

2.2.3 Hot Water Heater

Provide a UL-rated 40-gallon electric hot water heater to supply hot water for the decontamination unit shower. Activate from a 30-amp circuit breaker located within the decontamination unit sub-panel. Provide with a relief valve compatible with water heater operation; pipe the relief valve down to a drip pan on the floor with Type L copper tubing. Drip pans shall be 12 inches by 12 inches by 6 inches deep, made of 19-gauge galvanized steel and having handles. A 3-quart kitchen saucepan may be substituted for this purpose. The drip pan shall be securely fastened to the hot water heater with bailing wire or a similar material. Wiring of the hot water heater shall be in compliance with NEMA, NECA, and UL standards.

2.2.4 Hot Water

Hot water may be secured from the building hot water system, if authorized in writing by Consultant's Project Manager, provided backflow protection is installed at the point of connection as described in this section under 2.2.1 Temporary Water Service Connection.

2.3 ELECTRICAL SERVICE

Comply with applicable NEMA, NECA and UL standards and governing regulations for materials and layout of temporary electric service.

2.3.1 Electrical Connections

Connect to existing power service. Assure that power consumption does not disrupt Owner's need for continuous service. Exercise measures to conserve energy. Owner will pay the cost for all energy used.

2.3.2 Temporary Power

Provide service to the decontamination unit sub-panel with a minimum 60-amp, 2-pole circuit breaker or fused disconnect connected to the building's main distribution panel. Sub-panel and disconnect shall be sized and equipped to accommodate all electrical equipment required for completion of the Work.

2.3.3 Voltage Differences

Provide warning signs identifying power outlets that are other than 110-120 volt power. Provide polarized outlets for plug-in type outlets to prevent insertion of 110-120 volt plugs into higher-voltage outlets. Provide dry transformers where required to furnish voltages necessary for work operations.

2.3.4 Ground Fault Protection

Equip all circuits entering the work area for any purpose with ground fault circuit interrupters (GFCIs). Locate GFCIs outside the work area so that all circuits are protected before entry into the work area. Provide circuit breaker type GFCIs equipped with test button and reset switch for all circuits to be used for any purpose in the work area, decontamination units, or exterior, or as otherwise required by the national electrical code, OSHA, or other authority. Locate in the panel outside of the work area.

Consultant's Signature: 

Date: 2/8/2024

2.3.5 Electrical Power Cords

Use only grounded extension cords, of "hard-service" durability where cords are exposed to abrasion and traffic. Use single lengths where possible, or use waterproof connectors to couple separate lengths of cord if single lengths will not reach areas of work.

2.3.6 Lamps and Light Fixtures

Provide general-service incandescent lamps or fluorescent lamps of wattage indicated or required for adequate illumination of work of this section. Protect lamps with guard cages or tempered glass enclosures where fixtures are exposed to breakage by construction operations. Provide vapor-tight fixtures in work area and decontamination units. Provide exterior fixtures where fixtures are exposed to the weather or moisture.

2.3.7 Electrical Service for Air Monitoring Contractor

Contractor shall provide electrical service as necessary at all times and in all work areas as required to meet the needs of the Air Monitoring Contractor.

2.4 HEATING

Provide temporary heating units that have been tested and labeled by UL or another recognized trade association related to the fuel being consumed. Use steam or hot water radiant heat where available; where steam or hot water radiant heat is not available, use electric-resistant fin radiation supplied from a branch circuit with a GFCI.

2.5 FIRST AID

Provide first aid supplies, which comply with governing regulations and recognized recommendations within the construction industry.

If contracted work is spread out to more than one building area, then provide at least one first aid supply kit at clean room of each Work Area at each building area.

2.6 FIRE EXTINGUISHER

Provide Type A fire extinguishers for temporary offices and similar spaces where there is minimal danger of electrical or grease/oil/flammable liquid fires. In other locations, provide Type ABC dry chemical extinguishers or a combination of several extinguishers of NFPA-recommended types for the exposures in each case. Provide a minimum of one fire extinguisher for every 1,000 square feet of regulated work area/ or containment.

Consultant's Signature: 

Date: 2/8/2024

PART 3 - EXECUTION

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

Require that tradesmen accomplishing the Work be licensed as required by local authority for work performed. Relocate, modify, and extend services and facilities as required during the course of work so as to accommodate the entire Work of the Project.

3.1 SCAFFOLDING

During the erection and/or moving of scaffolding, exercise care to avoid damaging the polyethylene floor covering. Equip rings of all metal ladders with an abrasive, non-slip surface. Provide a nonskid surface on all scaffolding for foot traffic. Clean, as necessary, all debris from non-slip surfaces.

3.2 WATER SERVICE

Water connection (without charge) to Owner's existing potable water system is limited to one 3/4-inch pipe-size connection and a maximum flow of 10 gallons per minute (gpm) each to the hot and cold water supply. Install using vacuum breakers or other backflow preventer as required by local authority. Supply hot water at a minimum temperature of 100° F. Supply hot and cold water to the decontamination unit in accordance with Section 01516. In addition, supply water for wetting of asbestos-containing material inside the work area.

Maintain hose connections and outlet valves in leak-proof condition. Where finish work below an outlet might be damaged by spills or leaks, provide a drip pan of suitable size to minimize the possibility of water damage. Drain water promptly from pans as it accumulates.

3.3 ELECTRICAL SERVICE

Provide a weatherproof, grounded temporary electric power service and distribution system of sufficient size, capacity, and power characteristics to accommodate performance of work during the construction period. Install temporary lighting adequate to provide sufficient illumination for safe work and traffic conditions in every area of work.


3.3.1 Lockout

Lock out all existing power to or through the work area as described below. Unless specifically noted otherwise, existing power and lighting circuits to the work area are not to be used. All power and lighting to the work area and decontamination facilities are to be provided from the temporary electrical panel described below.

Lock out power to the work area by switching off all breakers serving power or lighting circuits in the work area. Label breakers with tape over each breaker bearing the notation:

"DANGER: CIRCUIT BEING WORKED ON"

Lock the panel and have all keys under the control of Contractor's Superintendent or Consultant's Project Manager. Lock out power to circuits running through the work area wherever possible by switching off all breakers serving

Consultant's Signature: 

Date: 2/8/2024

these circuits. Label breakers with tape over each breaker bearing the notation:

"DANGER: CIRCUIT BEING WORKED ON"

Sign and date the danger tag. Lock the panel and supply keys to Contractor, Owner, and Consultant's Project Manager. If circuits cannot be shut down for any reason, label at intervals 4 feet on center with tags reading:

"DANGER: LIVE ELECTRIC CIRCUIT
ELECTROCUTION HAZARD"

3.3.2 Temporary Electrical Panel

Provide a temporary electrical panel sized and equipped to accommodate all electrical equipment and lighting required by the Work. Connect the temporary panel to the building's existing electrical system. Protect with a circuit breaker or fused disconnect. Locate the temporary panel as directed by Owner or Consultant's Project Manager.

3.3.3 Power Distribution System

Provide circuits of adequate size and proper characteristics for each use. In general, run wiring overhead and raise vertically where wiring will be least exposed to damage from construction operations.

3.3.4 Circuit Protection

Protect each circuit with a GFCI of proper size located in the temporary panel. Do not use outlet type GFCI devices.


3.3.5 Temporary Wiring

In the work area use Type UF nonmetallic sheathed cable located overhead and exposed for surveillance. Do not wire temporary lighting with plain, exposed (insulated) electrical conductors. Provide liquid-tight enclosures or boxes for wiring devices.

3.3.6 Number of Branch Circuits

Provide branch circuits as required by the Work. All branch circuits are to originate at the temporary electrical panel. At minimum, provide the following:

- * One circuit for each HEPA-filtered fan unit
- * For power tools and task lighting, one temporary 4-gang outlet in the work area for each 2,500 square feet in the equipment room and a separate 110-120 volt, 20-amp circuit for each 4-gang outlet (4 outlets per circuit)
- * 110-120 volt, 20-amp branch circuits with 4-gang outlet for Owner's exclusive use while conducting air sampling during the Work as follows:
 - One in each work area

Consultant's Signature: 

Date: 2/8/2024

- One at the clean side of each decontamination unit
- One at each exhaust location for HEPA-filtered fan units
- * 110-120 volt, 20-amp branch circuits with 4-gang outlet for Owner's exclusive use for conducting final air sampling, as set forth in Section 01714 - Work Area Clearance

3.3.7 Work Platforms

Contractor shall be responsible for providing electrical power to all work platforms.

3.4 TEMPORARY LIGHTING

3.4.1 Lockout

Lock out all existing power to lighting circuits in the work area as described in Section 01526 - Temporary Enclosures. Unless specifically noted otherwise, existing lighting circuits to the work area are not to be used. All lighting to the work area and decontamination facilities is to be provided from the temporary electrical panel described above.

3.4.2 Light Level

Provide the following, or equivalent, where natural lighting or the existing building lighting does not meet the required light level:

- * One 200-watt incandescent lamp per 1,000 square feet of floor area, uniformly distributed, for general construction lighting, or equivalent illumination of a similar nature
- * In corridors and similar traffic areas, one 100-watt incandescent lamp every 50 feet
- * In stairways and at ladder runs, one lamp minimum per story, located to illuminate each landing and flight


Provide sufficient temporary lighting to ensure proper workmanship everywhere by combined use of daylight, general lighting, and portable plug-in task lighting.

Provide lighting in areas where work is being performed as required to supply a 100-footcandle minimum light level.

Provide lighting in any area being subjected to a visual inspection as required to supply a 100-footcandle minimum light level.

Provide lighting in the decontamination unit as required to supply a 50-footcandle minimum light level.

3.4.3 Number of Lighting Circuits

Consultant's Signature: 

Date: 2/8/2024

Provide lighting circuits as required by the Work. All lighting circuits are to originate at the temporary electrical panel.

3.4.4 Circuit Protection

Protect each circuit with a GFCI of proper size located in the temporary panel.


3.5 SANITARY FACILITIES

Use of Owner's existing toilet facilities, as indicated, will be permitted, so long as these facilities are properly cleaned and maintained in a condition acceptable to Owner. At substantial completion, return these facilities to the condition they were in at the time of initial use. Written permission from Owner must be obtained, and all provisions of these Specifications must be met.

3.6 FIRE EXTINGUISHER

Comply with the applicable recommendations of NFPA Standard 10, "Standard for Portable Fire Extinguishers." Locate fire extinguishers where they are most convenient and effective for their intended purpose, but provide not less than one extinguisher in each work area/ or containment per 1,000 square feet, and in the equipment room and one outside the work area in the clean room. Provide Type A fire extinguishers for temporary offices and similar spaces where there is minimal danger of electrical or grease/oil/flammable liquid fires. In other locations, provide Type ABC dry chemical extinguishers or a combination of several extinguishers of NFPA-recommended types for the exposures in each case.

END OF SECTION 01503

Consultant's Signature: 

Date: 2/8/2024

SECTION 01513 - TEMPORARY PRESSURE DIFFERENTIAL AND AIR CIRCULATION SYSTEM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including the General and Supplementary Conditions and other Division 1 specification sections, apply to work of this section.

Heating and cooling requirements are set forth in Section 01503 - Temporary Facilities - Asbestos Abatement.

1.2 MONITORING


Continuously monitor and record the pressure differential between the work area and the building outside the work area with a monitoring device incorporating a continuous recorder (e.g., a strip chart). The meter shall be equipped with a warning buzzer that will sound if the pressure differential drops below 0.02 inch of water.

1.3 SUBMITTALS

Prior to the start of work in each work area, submit a design for the pressure differential system to Consultant's Project Manager for review and approval. Include in the submittal, at a minimum:

- * Number of HEPA-filtered fan units required and the calculations necessary to determine the number of machines
- * Description of projected air flow within the work area and methods required to provide adequate air flow in all portions of the work area
- * Anticipated pressure differential across work area enclosures
- * Descriptions of methods of testing for correct air flow and pressure differentials
- * Manufacturer's product data on the HEPA-filtered fan units to be used
- * Location of the machines in the work area
- * Method of supplying adequate power to the machines and designation of building electrical panel(s) that will be supplying the power
- * Description of work practices to ensure that airborne fibers travel away from workers
- * Manufacturer's product data on equipment used to monitor pressure differential between inside and outside the work area

Submit all required documents, identified in Section 01301 - Submittals, to Consultant's Project Manager for review prior to the start of work in any given work area. Do not begin work until these submittals are returned, approved by Owner and Consultant's Project Manager.

Consultant's Signature: 

Date: 2/8/2024

PART 2 - PRODUCTS

2.1 HEPA-FILTERED FAN UNITS

Supply the required number of HEPA-filtered fan units to the site in accordance with these Specifications. Use units that meet the following requirements.

2.1.1 Cabinets

HEPA fan unit cabinets shall be constructed of durable materials able to withstand damage from rough handling and transportation. The width of the cabinet should be less than 30 inches to fit through standard-size doorways. Cabinets shall be factory-sealed to prevent asbestos-containing dust from being released during use or transport, shall be arranged to provide access to and replacement of all air filters from intake end, and shall be mounted on casters or wheels.

2.1.2 Fans

The capacity of HEPA-filtered fans shall be rated according to usable air-moving capacity under actual operating conditions.

2.1.3 HEPA Filters

HEPA-filtered fan units shall have the filter media (folded into closely pleated panels) completely sealed on all edges, with a structurally rigid frame. A continuous rubber gasket shall be located between the filter and the filter housing, forming a tight seal.

HEPA filters shall be individually tested and certified by the manufacturer to have an efficiency of not less than 99.97% when challenged with 0.3 μm dioctylphthalate (DOP) particles and tested in accordance with Military Standard Number 282 and Army Instruction Manual 136-300-175A. HEPA filters shall bear a UL586 label to indicate ability to perform under specified conditions.


HEPA filters shall be marked with the name of the manufacturer, serial number, air flow rating, efficiency and resistance, and the direction of test air flow.

2.1.4 Prefilters

Prefilters that protect the final filter by removing the larger particles are required in order to prolong the operating life of the HEPA filter. Units shall be provided with prefilters and intermediate filters installed either on or in the intake grid of the unit and held in place with special housings or clamps. The following prefilters shall be provided:

- * First-stage prefilter of a low-efficiency type (i.e., for particles 100 μm and larger)
- * Second-stage (or intermediate) filter of medium efficiency (i.e., effective for particles down to 5 μm)

2.1.5 Instrumentation

Consultant's Signature: 

Date: 2/8/2024

Fan units shall be equipped with a magnehelic gauge or manometer to measure the pressure drop across filters and indicate when filters have become loaded and need to be changed and an elapsed time meter to show the total accumulated hours of operation.

2.1.6 Safety and Warning Devices

Units shall be equipped with the following safety and warning devices:

- * Electrical (or mechanical) lockout to prevent fan from operating without a HEPA filter
- * Automatic shutdown system to stop fan in the event of a rupture in the HEPA filter or blocked air discharge
- * Warning lights to indicate:
 - Green light: normal operation
 - Yellow light: extreme pressure increase across the filters (e.g., filter overloading)
 - Red light: extreme pressure decrease (e.g., rupture in the HEPA filter or obstructed discharge)
- * Audible alarm if unit shuts down due to operation of safety systems

2.1.7 Electrical Components

Unit electrical components shall be approved by the National Electrical Manufacturers Association (NEMA) and Underwriters Laboratories (UL). Each unit is to be equipped with overload protection sized for the equipment. The motor, fan, fan housing, and cabinet are to be grounded.

PART 3 - EXECUTION

3.1 PRESSURE DIFFERENTIAL ISOLATION

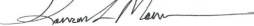
Isolate the work area from all adjacent areas or systems of the building by means of a pressure differential that will cause a movement of air from outside to inside at any breach in the physical isolation.

Continuously maintain the work area at an air pressure lower than that in any surrounding space in the building, or at any location in the immediate proximity outside of the building envelope. This pressure differential, when measured across any physical or critical barrier, must equal or exceed a static pressure of 0.02 inch of water.

Use smoke tubes, or equivalent, to demonstrate a definite motion of air across all areas in which work is to be performed.

3.1.1 Number of Fan Units

Achieve the pressure differential by exhausting a sufficient number of HEPA-filtered fan units from the work

Consultant's Signature: 

Date: 2/8/2024

area. The number of units required will depend on machine characteristics, the seal at barriers, and required air circulation. The number of units will increase with increased makeup air or leaks into the work area.

Provide a fully operational air circulation system supplying a minimum of four (4) air changes per hour. Determine the volume in cubic feet of the work area by multiplying floor area by ceiling height. Determine the total air circulation requirement in cubic feet per minute (CFM) for the work area by dividing this volume by the air change rate and multiplying by 60:

$$\text{Air circulation required in cubic feet of air per minute (CFM) =} \\ \text{Volume of work area (cu. ft.)} \times \frac{\text{Number of air changes per hour}}{60 \text{ (minutes per hour)}}$$

Divide the air circulation requirement (CFM) above by the capacity of the HEPA-filtered fan unit(s) used. Capacity of a unit for purposes of this section is the capacity in cubic feet per minute with fully loaded filters (pressure differential that causes loaded filter warning light to come on) under the machine's labeled operating characteristics.

$$\text{Number of units needed =} \\ \frac{\text{Air circulation requirement (CFM)}}{\text{Capacity of unit with loaded filters (CFM)}}$$

Add one (1) additional unit as a backup in case of equipment failure or machine shutdown for filter changing.

3.1.2 Venting of Fan Units

Vent HEPA-filtered fan units to the outside of the building unless authorized otherwise in writing by Consultant's Project Manager.

3.1.3 Fan Unit Ductwork


Mount fan units to exhaust directly through disposable ductwork. Use only new ductwork in each work area. Use ductwork and fittings of same diameter or larger than the discharge connection on the fan unit. Use inflatable, disposable plastic ductwork in lengths not greater than 100 feet. Use spiral wire-reinforced flex duct in lengths not greater than 50 feet. Arrange exhaust as required to inflate the duct to a rigidity sufficient to prevent flapping.

3.2 EXHAUST SYSTEM

Pressure differential isolation and air circulation in the work area are to be achieved by an exhaust system as described below. Exhaust all units from the work area to meet air circulation requirements of this section.

3.2.1 Location of HEPA-Filtered Fan Units

Locate fan units so that makeup air enters work area primarily through decontamination facilities and traverses work area as much as possible. This may be accomplished by positioning the HEPA-filtered fan units at a

Consultant's Signature: 

Date: 2/8/2024

maximum distance from the worker access opening or other makeup air sources. Identify the fan unit locations on drawings to be submitted to Consultant's Project Manager prior to the start of the Work.

3.2.2 Exhaust

Place the end of the fan unit, an intake duct, or its exhaust duct through an opening in the plastic barrier or wall covering. Seal plastic around the unit or duct with tape. Vent to the outside of the building, unless authorized otherwise in writing by Consultant's Project Manager.

3.2.3 Decontamination Units

Arrange the work area and decontamination units so that most of the makeup air comes through the decontamination units. Use only the personnel or the equipment decontamination unit at any one time and seal the other so that makeup air passes through the unit in use.

3.2.4 Supplemental Makeup Air Inlets

Where required, provide for proper air flow through the work area in a location approved by Consultant's Project Manager by making openings in the plastic sheeting that allow air from outside the building into the work area. Locate auxiliary makeup air inlets as far as possible from the fan unit(s) (e.g., on an opposite wall), off the floor (preferably near the ceiling), and away from barriers that separate the work area from occupied clean areas. Cover with flaps to reseal automatically if the pressure differential system should shut down for any reason. Spray the flaps and around the opening with spray adhesive so that, if flaps close, meeting surfaces are both covered with adhesive. Use adhesive that forms contact bond when dry.

3.3 AIR CIRCULATION IN DECONTAMINATION UNITS

Continuously maintain the pressure differential required for the work area in the personnel decontamination unit, across the shower room with the equipment room at a lower pressure than the clean room.

Continuously maintain the pressure differential required for the work area in the equipment decontamination unit, across the holding room with the wash room at a lower pressure than the clean room.

3.3.1 Air Circulation

Continuously maintain air circulation in the decontamination units at the same level required for the work area. Arrange air circulation through the personnel decontamination unit so that it produces a movement of air from the clean room through the shower room into the equipment room.

3.4 USE OF PRESSURE DIFFERENTIAL SYSTEM

Each unit shall be serviced by a dedicated minimum 115-volt, 20-amp circuit with ground fault circuit interrupter (GFCI) supplied from the temporary power supply installed under requirements of Section 01503 - Temporary Facilities - Asbestos Abatement. Do not use existing branch circuits to power fan units.

3.4.1 Testing the System

Consultant's Signature: 

Date: 2/8/2024

Test the pressure differential system before any asbestos-containing material is wetted or removed. After the work area has been prepared, the decontamination facility set up, and the fan units installed, start the units (one at a time). Demonstrate operation and testing of the pressure differential system to Consultant's Project Manager.

Demonstrate the condition of equipment for each HEPA-filtered fan unit and the pressure differential monitoring equipment, including:

- * Condition of seals
- * Operation of all lights
- * Operation of automatic shutdown if exhaust is blocked
- * Operation of alarms
- * Operation of magnehelic gauge
- * Operation and calibration of pressure monitoring equipment

A demonstration of proper operation of the pressure differential system will include, but not be limited to:

- * Light movement of plastic barriers and sheeting in toward work area
- * Light movement of decontamination unit curtains in toward work area
- * Noticeable movement of air through the decontamination unit

Use a smoke tube to demonstrate air movement from the clean room through the shower room to the equipment room. Use smoke tubes to demonstrate a definite motion of air across all areas in which work is to be performed.

3.5 USE OF SYSTEM DURING ABATEMENT OPERATIONS

Start fan units before beginning work (before any asbestos-containing material is disturbed). After abatement work has begun, run units continuously to maintain a constant pressure differential and air circulation until decontamination of the work area is complete. Do not turn off units at the end of the work shift or when abatement operations temporarily stop.

Do not shut down the air pressure differential system during encapsulating procedures, unless authorized in writing by Consultant's Project Manager to do so. Supply sufficient prefilters to allow frequent changes.

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

At completion of abatement work, allow fan units to run as specified under Section 01711 - Project Decontamination, to remove airborne fibers that may have been generated during abatement work and cleanup and to purge the work area with clean makeup air. The units may be required to run for a longer time after decontamination, if dry or only partially wetted asbestos material was encountered during any abatement work.


3.6 DISMANTLING THE SYSTEM

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

Consultant's Signature: 

Date: 2/8/2024

END OF SECTION 01513

Consultant's Signature: 

Date: 2/8/2024

Alexander, Smith, Byrd, Reed and DHS/DISD

Section 01513-7

SECTION 01526 - TEMPORARY ENCLOSURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

General provisions of the Contract and other Division 1 specification sections apply to work of this section.

1.2 DESCRIPTION OF WORK

The Work consists of constructing temporary enclosures in the work areas included in these Work Procedures.

PART 2 - PRODUCTS

2.1 SHEET PLASTIC

2.1.1 Polyethylene Sheet

Provide polyethylene film that conforms to requirements set forth by the National Fire Protection Association Standard 701, Small Scale Fire Test for Flame-Resistant Textiles and Films. Provide largest size possible to minimize seams, 4.0 or 6.0 mil thick as indicated, frosted or black as indicated.

2.2 MISCELLANEOUS MATERIALS

2.2.1 Duct Tape

Provide duct tape in 2-inch or 3-inch widths as indicated, with an adhesive formulated to stick aggressively to polyethylene sheet.

2.2.2 Spray Cement

Provide aerosol cans of spray adhesive that is specifically formulated to stick to polyethylene sheet.

PART 3 - EXECUTION

Carry out work of this section sequentially. Complete each activity before proceeding to the next.

The work area is the location where asbestos abatement work occurs. It is a variable of the extent of work of the Contract. It may be a portion of a room, a single room, or a complex of rooms. A work area is considered contaminated during the course of work and must be isolated from the rest of the building and decontaminated at the completion of the asbestos control work.

3.1 GENERAL

Completely isolate the work area from other parts of the building so as to prevent asbestos-containing dust or debris from passing beyond the isolated area. Should the area beyond the work area become contaminated with asbestos-containing dust or debris, clean those areas in accordance with the procedures indicated in Section 01711 - Project Decontamination. Perform all such required cleaning or decontamination at no additional cost to

Consultant's Signature:



Date: 2/8/2024

Owner.

Place all tools and staging necessary for the Work in the area to be isolated prior to completion of work area isolation.

Remove all removable furniture that has been designated uncontaminated by the Work Procedures or Consultant's Project Manager. Also remove uncontaminated equipment and/or supplies from the work area before commencing work, or completely cover with two (2) layers of polyethylene sheet at least 6 mil in thickness, securely taped in place with duct tape. Such furniture and equipment shall be considered outside the work area unless covering plastic or seal is breached.

Disable any ventilating system or other system bringing air into or out of the work area. Disable system by disconnecting wires, removing circuit breakers, locking lockable switches, or other positive means that will prevent an accidental premature restarting of equipment.

Lock out power to the work area by switching off all breakers serving power or lighting circuits in the work area. Label breakers with tape over breaker bearing the notation:

"DANGER: CIRCUIT BEING WORKED ON"

Lock out power to circuits running through the work area wherever possible by switching off all breakers or removing fuses serving these circuits. Label breakers with tape over breaker bearing notation:

"DANGER: CIRCUIT BEING WORKED ON"

Lock the panel and have all keys under the control of Contractor's Superintendent or Consultant's Project Manager. If for any reason circuits cannot be shut down, label at intervals 4 feet on center with tags reading:

"DANGER: LIVE ELECTRIC CIRCUIT
ELECTROCUTION HAZARD"

Label in a similar manner any circuits that may be in obscure locations but which may be affected by the Work.

3.2 INSPECTION WINDOWS

Where feasible, when containment walls which exceed 260 linear feet must be constructed, a viewing window will be included in the wall for each 260 linear feet or fraction of that distance which will permit the viewing of at least 51% of the abatement work area. Install inspection windows in locations shown on the plans or as directed by Owner's Representative. Each inspection window is to have a 24-inch by 24-inch viewing area fabricated from 1/4-inch acrylic or polycarbonate sheet. Install the window with its top at 6 feet 6 inches above floor height in a manner that provides unobstructed vision from the outside to the inside of the work area. Protect the window from damage from scratching, dirt, or any coatings used during the Work. Enough windows are to be installed to provide observation points for all portions of the work area that can be made visible from adjacent areas. Inspection windows that open into an uncontrolled area are to be covered with a removable plywood hatch secured by lock and key, and keys for all such locks are to be provided to Owner's Representative.

Consultant's Signature: 

Date: 2/8/2024

3.3 EMERGENCY EXITS

Adapt each existing door to the work area so that it is secure from outside the work area but permits exiting from the work area.

Mark the outline of each door on the primary and critical barriers with luminescent paint at least 1 inch wide. Hang a razor knife on a string beside the outline. Arrange primary and critical barriers so that they can be easily cut with one pass of the razor knife. Paint the words:

"EMERGENCY EXIT"

inside the outline with luminescent paint in letters at least 1 foot high and 2 inches thick.

3.4 CONTROL OF ACCESS

Isolate the work area to prevent building occupants from entering the work area or surrounding controlled areas. Lock all doors into the work area. Cover any signs that direct emergency exiting, either outside or inside the work area, to the locked doors. Do not obstruct doors required for emergency exits from the work area or from the building.

3.5 VISUAL BARRIER

Unless otherwise authorized, where the work area is immediately adjacent to or within view of occupied areas, provide a visual barrier of opaque polyethylene sheeting at least 6 mil thick so that work activity is not visible to building occupants.

Provide warning signs at each locked door leading to the work area reading as follows:

<u>Legend</u>	<u>Notation</u>
KEEP OUT	3-inch Sans Serif Gothic or Block
CONSTRUCTION	1-inch Sans Serif Gothic or Block
WORK AREA	1-inch Sans Serif Gothic or Block
PROTECTIVE CLOTHING REQUIRED BEYOND THIS POINT	14 Point Gothic

Immediately inside the door and outside the critical barriers post a manufactured caution sign, approximately 20 inches by 14 inches, displaying the following legend with letter sizes and styles of a visibility required by 29 CFR 1926:

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

Provide spacing between lines at least equal to the height of the preceding upper line.

3.6 CRITICAL BARRIERS

Consultant's Signature: 

Date: 2/8/2024

Completely separate the work area from other portions of the building and the outside by closing all openings with sheet plastic barriers at least 6 mil in thickness or by sealing cracks with spray-foam, poly sheeting, and/or duct tape.

Individually seal all ventilation openings (supply and exhaust), lighting fixtures, clocks, doorways, windows, convectors and speakers, and other openings into the work area polyethylene sheeting at least 6 mil in thickness, taped securely in place with duct tape. Maintain seal until all work, including project decontamination, is completed. Take care in sealing off lighting fixtures to avoid melting or burning the sheeting.

Provide sheet plastic barriers at least 6 mil in thickness as required to completely seal openings from the work area into adjacent areas. Seal the perimeter of all sheet plastic barriers with duct tape or spray cement. Erect the entire assembly so that it hangs vertically without a "shelf" upon which debris could collect.

Provide a pressure differential system per Section 01513 - Temporary Pressure Differential and Air Circulation System.

3.7 PREPARATION OF AREA

Clean all contaminated furniture, equipment, and/or supplies, prior to moving or covering, with a HEPA-filtered vacuum cleaner or by wet cleaning. All equipment or furniture is to be deemed contaminated unless specifically declared uncontaminated in writing by Consultant's Project Manager.


Clean all surfaces in the work area with a HEPA-filtered vacuum or by wet-wiping prior to installing the primary barrier.

3.8 PRIMARY BARRIER

Cover building and other surfaces in the work area with a primary barrier, as described below to protect these surfaces from water damage and high humidity or from contamination by asbestos-containing debris, slurry, or high airborne fiber levels.

Protect surfaces in the work area with three (3) layers of plastic sheeting on floor and walls, or as otherwise directed on the Contract Drawings or in writing by Owner's Representative. Perform work in the following sequence:

- * Cover the floor of the work area with two individual layers of clear polyethylene sheeting, each at least 6 mil in thickness, lapped up on the walls at least 12 inches. Plastic shall be sized to minimize seams.
- * Form a sharp right angle bend at the juncture of floor and wall so that there is no area of the sheeting that, if stepped on, would cause the wall attachment to be pulled loose.
- Both spray-glue and tape with duct tape all seams in the floor covering. Locate seams in the poly sheeting at least 6 feet from, or at right angles to, the seams in the underlaying layers. Install the sheeting so that each layer can be removed independently of the underlaying layers.
- * Cover all walls in the work area, including the sheet plastic barriers used as the critical barrier, with two layers of polyethylene sheeting, at least 4 mil in thickness, sealed with duct tape or spray-glue in the same manner as the critical barriers. Plastic shall be sized to minimize seams.

Consultant's Signature: 

Date: 2/8/2024

- * Overlap the wall sheeting and floor sheeting by at least 12 inches beyond the wall/floor joint to provide a better seal against water damage and to allow for negative pressure. Tape all joints, including the joint with the floor covering, with duct tape or as otherwise indicated on the Contract Documents or in writing by Owner's Representative. Wall sheeting shall be secured adequately to prevent it from falling away from the walls and may require additional support when negative pressure ventilation systems are utilized.

Do not cover stairs or ramps with unsecured sheet plastic. Where stairs or ramps are covered with plastic, provide 3/4-inch exterior-grade plywood treads securely held in place over the plastic. Do not cover rungs or rails with any type of protective materials.

Remove and replace plastic sheeting that has been damaged by removal operations or where the seal has failed, allowing water to seep between layers. Remove affected sheeting and wipe down the entire area. Install new sheet plastic only when the area is completely dry.

3.9 SECONDARY BARRIER

Use of a secondary layer of plastic as a drop cloth to protect the primary layers from debris generated by the asbestos abatement work is specified in the appropriate work sections.

END OF SECTION 01526

Consultant's Signature: 

Date: 2/8/2024

SECTION 01560 - WORKER PROTECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to work of this section.

1.2 DESCRIPTION OF WORK

This section describes the equipment and procedures required for protecting workers against asbestos contamination and other workplace hazards except for respiratory protection.

1.3 RELATED WORK SPECIFIED ELSEWHERE

Respiratory protection is specified in Section 01562.

1.4 WORKER TRAINING

1.4.1 AHERA Accreditation:

All workers are to be accredited as Abatement Workers as required by the AHERA regulation 40 CFR 763 Appendix C to Subpart E, April 30, 1987.

1.4.2 State License/ permit

All workers are to be trained, certified, and accredited as required by the state law (if applicable).

1.4.3 Training


Train all workers, in accordance with 29 CFR 1926, in the dangers inherent in handling asbestos and breathing asbestos dust and in proper work procedures and personal and area protective measures. Include but do not limit the topics covered in the course to the following:

1.5 MEDICAL EXAMINATIONS

Provide medical examinations for all workers who may encounter an airborne fiber level of 0.1 f/cc or greater for an 8 hour Time Weighted Average. In the absence of specific airborne fiber data provide medical examinations for all workers who will enter the Work Area for any reason. Examination shall as a minimum meet OSHA requirements as set forth in 29 CFR 1926. In addition, provide an evaluation of the individuals ability to work in environments capable of producing heat stress in the worker.

1.6 SUBMITTALS

Submit all required documents identified in Section 01301 - Submittals to Consultant's Project Manager for review prior to the start of Work in any given Work Area. Do not begin work until these submittals are returned with Owner's and Consultant's Project Manager's approval.

Consultant's Signature: 

Date: 2/8/2024

PART 2 - EQUIPMENT

2.1 PROTECTIVE CLOTHING

2.1.1 Coveralls

Provide disposable full-body coveralls and disposable head covers, and require that they be worn by all workers in the Work Area. Provide a sufficient number for all required changes, for all workers in the Work Area.

2.1.2 Boots

Provide work boots with non-skid soles, and where required by OSHA, foot protectives, for all workers. Provide boots at no cost to workers. Do not allow boots to be removed from the Work Area for any reason, after being contaminated with asbestos-containing material. Dispose of boots as asbestos-contaminated waste at the end of the Work.

2.1.3 Hard Hats

Provide head protectives (hard hats) as required by OSHA for all workers. Require hard hats to be worn at all times that work is in progress that may potentially cause head injury. Provide hard hats of type with plastic strap type suspension. Require hats to remain in the Work Area throughout the work. Thoroughly clean, decontaminate and bag hats before removing them from Work Area at the end of the Work.

2.1.4 Goggles

Provide eye protectives (goggles) as required by OSHA for all workers involved in scraping, spraying, or any other activity which may potentially cause eye injury. Thoroughly clean, decontaminate and bag goggles before removing them from Work Area at the end of the Work.

2.1.5 Gloves

Provide work gloves to all workers and require that they be worn at all times in the Work Area Do not remove gloves from Work Area and dispose of as asbestos-contaminated waste at the end of the Work.

2.2 ADDITIONAL PROTECTIVE EQUIPMENT

Respirators, disposable coveralls, head covers, and footwear covers shall be provided by the Contractor for the Owner, Consultant's Project Manager, and other authorized representatives who may inspect the job site. Provide two (2) respirators and six (6) complete coveralls and, where applicable, six (6) respirator filter changes per day.

PART 3 - EXECUTION

Consultant's Signature: 

Date: 2/8/2024

3.1 GENERAL

Provide worker protection as required by the most stringent OSHA and/or EPA standards applicable to the work. The following procedures are minimums to be adhered to regardless of fiber count in the Work Area.

Each time Work Area is entered remove all street clothes in the Changing Room of the Personnel Decontamination Unit and put on new disposable coverall, new head cover, and a clean respirator. Proceed through shower room to equipment room and put on work boots.

3.2 DECONTAMINATION PROCEDURES

Require all workers to adhere to the following personal decontamination procedures whenever they leave the Work Area:

3.2.1 Type C Supplied Air or Powered Air-Purifying Respirators (PAPR)

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

When exiting area, proceed to Work side entrance of equipment room and HEPA vacuum all large debris from coveralls, hard hats, boots, and other protective equipment. Remove disposable coveralls, disposable head covers, and disposable footwear covers or boots in the equipment room.

Still wearing respirators, proceed to showers (showering is mandatory for all workers in all Work Areas). Thoroughly wet body including hair and face. If using a PAPR hold blower unit above head to keep canisters dry.

With respirator still in place thoroughly wash body, hair, respirator face piece, and all parts of the respirator except the blower unit and battery pack on a PAPR. Pay particular attention to seal between face and respirator and under straps. Take a deep breath, hold it and/or exhale slowly, completely wet hair, face, and respirator. While still holding breath, remove respirator and hold it away from face before starting to breath. Carefully wash face-piece of respirator inside and out.

If using PAPR, shut down in the following sequence, first cap inlets to filter cartridges, then turn off blower unit (this sequence will help keep debris which has collected on the inlet side of filter from dislodging and contaminating the outside of the unit). Thoroughly wash blower unit and hoses. Carefully wash battery pack with wet rag. Be extremely cautious of getting water in battery pack as this will short out and destroy battery.

After showering completely with soap and water, rinse thoroughly and rinse the shower room walls and floor prior to exit. Proceed from shower to Changing Room, dispose of used filter cartridges, dry respirator components, and change into street clothes.

3.2.2 Air Purifying-Negative Pressure Respirators

Require that all workers use the following decontamination procedure as a minimum requirement whenever leaving the Work Area with a half or full face cartridge type respirator:

When exiting area, proceed to Work side entrance of equipment room and HEPA vacuum all large debris from

Consultant's Signature: 

Date: 2/8/2024

coveralls, hard hats, boots, and other protective equipment. Remove disposable coveralls, disposable head covers, and disposable footwear covers or boots in the equipment room.

Still wearing respirators, proceed to showers (showering is mandatory for all workers in all Work Areas). Thoroughly wet body from neck down. Wet hair as thoroughly as possible without wetting the respirator filter if using an air purifying type respirator. Take a deep breath, hold it and/or exhale slowly, complete wetting of hair, thoroughly wetting face, respirator and filter (air purifying respirator). While still holding breath, remove respirator and hold it away from face before starting to breath. Dispose of wet filters from air purifying respirator. Carefully wash face-piece of respirator inside and out. After showering completely with soap and water, rinse thoroughly and rinse the shower room walls and floor prior to exit.

3.2.3 Remote Shower

The procedures above are to be used if the decontamination facility is used as a remote shower (i.e. a remote decontamination unit is used in a building or area of a building in which several mini-containments are being utilized). If a worker cannot gain direct access to the Equipment Room require that he/or she enter Decontamination Unit and proceed directly through Shower Room to Equipment Room. Decontamination procedure is then completed as required above.

3.3 WITHIN WORK AREA

Workers may not, under any circumstances, eat, drink, smoke, chew tobacco or gum, or apply cosmetics in the Work Area. To eat, chew, drink or smoke, workers shall follow the procedure described above, then dress in street clothes before entering the non-Work Areas of the building.

3.4 CERTIFICATE OF WORKER'S ACKNOWLEDGEMENT

Following this section is a Certificate of Worker Acknowledgement. After each worker has been included in the Contractor's Respiratory Protection Program, completed the training program and medical examination, secure a fully executed copy of this form.

END OF SECTION - 01560

Consultant's Signature: 

Date: 2/8/2024

CERTIFICATE OF WORKER'S ACKNOWLEDGEMENT

PROJECT NAME: Alexander, Smith, Byrd, Reed, & DHS, Duncanville, Texas DATE _____

CONTRACTOR'S NAME _____

WORKING WITH ASBESTOS CAN BE DANGEROUS. INHALING ASBESTOS FIBERS HAS BEEN LINKED WITH VARIOUS TYPES OF CANCER. IF YOU SMOKE AND INHALE ASBESTOS FIBERS THE CHANCE THAT YOU WILL DEVELOP LUNG CANCER IS GREATER THAN THAT OF THE NON-SMOKING PUBLIC.

Your employer's contract with the Owner for the above project requires that you be supplied with the proper respirator and be trained in its use, you be trained in safe work practices and in the use of the equipment found on the job, and you receive a medical examination. These things are to have been done at no cost to you.

RESPIRATORY PROTECTION: You must have been trained in the proper use of respirators, and informed of the type respirator to be used on the above referenced project. You must be given a copy of the written respiratory protection manual issued by your employer. You must be equipped at no cost with the respirator to be used on the above project.

TRAINING COURSE: You must have been trained in the dangers inherent in handling asbestos and breathing asbestos dust and in proper work procedures and personal and area protective measures. The topics covered in the course must have included the following:

- Physical characteristics of asbestos
- Health hazards associated with asbestos
- Respiratory protection
- Use of protective equipment
- Pressure Differential Systems
- Work practices including hands on or on-job training
- Personal decontamination procedures

MEDICAL EXAMINATION: You must have had a medical examination within the past 12 months at no cost to you. This examination must have included: health history, pulmonary function tests and may have included an evaluation of a chest x-ray.

By signing this document you are acknowledging only that the Owner of the building you are about to work in has advised you of your rights to training and protection relative to your employer, the Contractor.

Signature: _____
Printed Name: _____
Social Security No: _____
Witness: _____

SECTION 01562 - RESPIRATORY PROTECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to work of this section.

1.2 DESCRIPTION OF WORK

Instruct and train each worker involved in asbestos abatement or maintenance and repair of friable asbestos-containing materials in proper respiratory use and require that each worker always wear a respirator, properly fitted on the face in the Work Area from the start of any operation which may cause airborne asbestos fibers until the Work Area is completely decontaminated. Use respiratory protection appropriate for the fiber level encountered in the work place or as required for other toxic or oxygen-deficient situations encountered.


1.3 STANDARDS

Except to the extent that more stringent requirements are written directly into the Contract Documents, the following regulations and standards have the same force and effect (and are made a part of the Contract Documents by reference) as if copied directly into the Contract Documents, or as if published copies were bound herewith. Where there is a conflict in requirements set forth in these regulations and standards, meet the more stringent requirement.

- OSHA - U.S. Department of Labor Occupational Safety and Health Administration, Safety and Health Standards 29 CFR 1910, Parts 1001 and 134, and 29 CFR 1926 Part 58 & 1101.
- CGA - Compressed Gas Association, Inc., New York, Pamphlet G-7, "Compressed Air for Human Respiration", and Specification G-7.1 "Commodity Specification for Air".
- CSA - Canadian Standard Association, Rexdal, Ontario, Standard Z180.1-1978, "Compressed Breathing Air".
- ANSI - American National Standard Practices for Respiratory Protection, ANSI Z88.2-1980.
- NIOSH - National Institute for Occupational Safety and Health
- MSHA - Mine Safety and Health Administration

1.4 SUBMITTALS

Submit all required documents identified in Section 01301 - Submittals to Consultant's Project Manager for review prior to the start of Work in any given Work Area. Do not begin work until these submittals are returned with Owner's and Consultant's Project Manager's approval.

Consultant's Signature: 

Date: 2/8/2024

PART 2 - EQUIPMENT

2.1 SUPPLIED AIR RESPIRATOR SYSTEMS

Provide equipment capable of producing air of the quality and volume required by the above reference standards applied to the job site conditions and crew size. Comply with provisions of this specification if more stringent than the governing standard.

2.1.1 Face Piece and Hose

Provide full-face piece and hose by same manufacturer that has been certified by NIOSH/MSHA as an approved Type "C" respirator assembly operating in pressure demand mode with a positive pressure face-piece.

2.1.2 Auxiliary backup system

In atmospheres which contain sufficient oxygen (greater than or equal to 19.5% oxygen) provide a pressure-demand full face piece supplied air respirator equipped with an emergency back up HEPA filter.

2.1.3 Escape air supply

In atmospheres which are oxygen deficient (less than 19.5% oxygen) provide a pressure-demand full face piece supplied air respirator incorporating an auxiliary self-contained breathing apparatus (SCBA) which automatically maintains an uninterrupted air supply in pressure demand mode with a positive pressure face piece.

2.1.4 Backup air supply

Provide a reservoir of compressed air located outside the Work Area which will automatically maintain a continuous un-interruptible source of air automatically available to each connected face piece and hose assembly in the event of compressor shut-down, contamination of air delivered by compressor, power loss or other failure. Provide sufficient capacity in the back-up air supply to allow a minimum escape time of one-half hour times the number of connections available to the Work Area. Air requirement at each connection is the air requirement of the respirators in use plus the air requirement of an average-sized adult male engaged in moderately strenuous activity.

2.1.5 Warning Device

Provide a warning device that will operate independently of the building's power supply. Locate so that alarm is clearly audible above the noise level produced by equipment and work procedures in use, in all parts of the Work Area and at the compressor. Connect alarm to warn of compressor shut down or other fault requiring use of backup air supply and carbon monoxide (CO) levels in excess of 5 PPM/V.

2.1.6 Carbon Monoxide (CO) Monitor

Continuously monitor and record on a strip chart recorder Carbon Monoxide (CO) levels. Place monitors in the air line between compressor and back-up air supply and between backup air supply and workers. Connect

Consultant's Signature: 

Date: 2/8/2024

monitors so that they also sound an alarm as specified under "Warning Devices".

2.1.7 Compressor Shut Down

Interconnect monitors, alarms and compressor so that compressor is automatically shut down and the alarms sounded if CO concentrations exceed 5 PPM/v in the air line between the filter bank and backup air supply or if compressor temperature exceeds normal operating range.

2.1.8 Air Intake

Locate air intake remotely from any source of automobile exhaust or any exhaust from engines, motors, auxiliary generator or buildings.

2.1.9 After-Cooler

Provide an after-cooler at entry to filter system which is capable of reducing temperatures to outside ambient air temperatures.

2.2 AIR PURIFYING RESPIRATORS

2.2.1 Respirator Bodies

Provide half face or full face type respirators. Equip full face respirators with a nose cup or other anti-fogging device as would be appropriate for use in air temperatures less than 32 degrees Fahrenheit.

2.2.2 Filter Cartridges


Provide, at a minimum, HEPA type filters labeled with NIOSH and MSHA Certification for "Radionuclides, Radon Daughters, Dust, Fumes, Mists including Asbestos-Containing Dusts and Mists" and color coded in accordance with ANSI Z228.2. In addition, a chemical cartridge section may be added, if required, for solvents, etc., in use. In this case, provide cartridges that have each section of the combination canister labeled with the appropriate color code and NIOSH/MSHA Certification.

PART 3 - EXECUTION

Submit Respiratory Protection Program in compliance with ANSI Z88.2 - 1980 "Practices for Respiratory Protection" and OSHA 29 CFR 1910 and 1926.

Require that respiratory protection be used at all times that there is any possibility of disturbance of asbestos-containing materials whether intentional or accidental. Require that a respirator be worn by anyone in a Work Area at all times, regardless of activity, during a period that starts with any operation which could cause airborne fibers until the area has been cleared for re-occupancy in accordance with Section 01714. Do not allow the use of single-use, disposable, or quarter-face respirators for any purpose.

3.1 FIT TESTING

Consultant's Signature: 

Date: 2/8/2024

3.1.1 Initial Fitting

Provide initial fitting of respiratory protection during a respiratory protection course of training. Fit types of respirator to be actually worn by each individual. Allow an individual to use only those respirators for which training and fit testing has been provided.

3.1.2 Periodic Fitting

On a Weekly Basis, check the fit of each worker's respirator by having irritant smoke blown onto the respirator from a smoke tube. Require that each time an air-purifying respirator is put on it be checked for fit with a positive and negative pressure fit test in accordance with the manufacturer's instructions or ANSI Z88.2 (1980).

3.2 TYPE OF RESPIRATORY PROTECTION REQUIRED

Provide respiratory protection as indicated below. Where information outlined below does not apply, determine the proper level of protection by dividing the expected or actual airborne fiber count in the Work Area by the "protection factors" given below. Contractor shall provide Owner, Consultant's Project Manager, Consultant's Project Manager's employees, and authorized visitors with suitable respirators whenever they are required to enter the work area.

3.2.1 Type "C" Supplied-air respirators

Full face-piece pressure demand supplied air respirators are to be used by all workers engaged in the removal of asbestos insulation or coverings, or any other activity which results in or may result in airborne asbestos fibers.

3.2.2 Respirator Downgrading

For the Work described in these Contract Documents, Contractor shall be allowed to downgrade to a lower protection factor respirator if Contractor can provide documentation that his removal techniques are not creating an atmosphere hazardous to his employees.

Documentation submitted to Consultant's Project Manager for the purpose of downgrading respirator protection shall consist of personnel and inside containment air sample analysis from three (3) previous projects of similar Work for each Work Area. Should downgrade of respirator protection be approved by Consultant's Project Manager, the downgrade will be to a minimum of full-face, NIOSH-Approved, powered air-purifying respirator (PAPR) for all workers engaged in removal activities.

Contractor personnel may perform the following activities wearing a half-face, NIOSH- approved, negative pressure respirator: pre-cleaning the Work Area, prepping the Work Area, some cleaning activities if approved by Consultant's Project Manager, and loading asbestos waste material into dumpster or transport vehicle.

Supply a sufficient quantity of respirator filters approved for asbestos, so that workers can change filters during the work day. Require that respirators be wet-rinsed, and filters discarded, each time a worker leaves the Work Area. Require that new filters be installed each time a worker re-enters the Work Area. Store respirators and filters at the job site in the changing room and protect totally from exposure to asbestos prior to their use.

3.3 PERMISSIBLE EXPOSURE LIMIT (PEL)

Consultant's Signature: 

Date: 2/8/2024

For purposes of this section, fibers are defined as all fibers regardless of composition as counted in the NIOSH 7400 procedure. 8-Hour Time Weighted Average (TWA) and Ceiling (excursion) Limit of asbestos fibers to which any worker may be exposed shall not exceed the following:

- A. Time Weighted Average (TWA) - 0.1 fibers/cubic centimeter (f/cc)
- B. Ceiling Limit (30 minute sampling period) - 1.0 f/cc

3.4 RESPIRATORY PROTECTION FACTOR

<u>Respirator Type</u>	<u>Protection Factor</u>
Air purifying: Negative pressure respirator High efficiency filter, Half face-piece	10
Air purifying: Negative pressure respirator High efficiency filter, full face-piece	50
Powered Air Purifying Respirator (PAPR): Positive pressure respirator High efficiency filter, Full face-piece	1,000
Type C supplied air: Positive pressure respirator Pressure demand or other positive pressure mode	1,000
Type C supplied air: Positive pressure respirator Pressure demand or other positive pressure mode Full face-piece Equipped with an auxiliary positive pressure Self-contained breathing apparatus (SCBA)	10,000

Consultant's Signature: 

Date: 2/8/2024

SECTION 01563 - DECONTAMINATION UNITS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK

Provide separate Personnel and Equipment Decontamination facilities in each Work Area unless otherwise authorized by Consultant's Project Manager. Require that the Personnel Decontamination Unit be the only means of ingress and egress for the Work Area. Require that all materials exit the Work Area through the Equipment Decontamination Unit.

1.3 RELATED WORK SPECIFIED ELSEWHERE

Refer to Section 01503 Temporary Facilities for electrical requirements and requirements relative to connection of decontamination facilities to building systems such as water, sewer, and electrical.

1.4 SUBMITTALS

Submit all required documents identified in Section 01301 - Submittals to Consultant's Project Manager for review prior to the start of Work in any given Work Area. Do not begin work until these submittals are returned with Owner's and Consultant's Project Manager's approval.

PART 2 - PRODUCTS

2.1 SHEET PLASTIC

2.1.1 Polyethylene Sheeting

Provide flame resistant polyethylene film that conforms to requirements set forth by the National Fire Protection Association Standard 701, Small Scale Fire Test for Flame-resistant Textiles and Films. Provide largest size possible to minimize seams, 4.0 or 6.0 mil thick as indicated, frosted or black as indicated.

2.1.2 Reinforced Polyethylene Sheeting

Where plastic sheet is the only separation between the Work Area and building exterior, provide translucent, nylon reinforced, laminated, flame resistant, polyethylene film that conforms to requirements set forth by the National Fire Protection Association Standard 701, Small Scale Fire Test for Flame-resistant Textiles and Films. Provide largest size possible to minimize seams, 4.0 or 6.0 mil thick as indicated, frosted or black as indicated.

Consultant's Signature: 

Date: 2/8/2024

2.2 MISCELLANEOUS MATERIALS

2.2.1 Duct Tape

Provide duct tape in 2" or 3" widths as indicated, with an adhesive which is formulated to stick aggressively to sheet polyethylene.

2.2.2 Spray Adhesive

Provide spray adhesive in aerosol cans, which is specifically formulated to stick tenaciously to sheet polyethylene.

2.2.3 Shower Pan

Provide one piece waterproof shower pan 4' x 8' by 6" deep. Fabricate from seamless fiberglass minimum 1/16" thick reinforced with wood, 18 gag. stainless or galvanized steel with welded seems, copper or lead with soldered seams, or a seamless liner of minimum 60 mil thick elastometric membrane.

2.2.4 Shower Head and Controls

Provide a factory-made shower head producing a spray of water which can be adjusted for spray size and intensity. Feed shower with water mixed from hot and cold supply lines. Arrange so that control of water temperature, flow rate, and shut off is from inside shower without outside aid.

2.2.5 Filters

Provide cascaded filter units on drain lines from showers or any other water source carrying asbestos-contaminated water from the Work Area. Provide units with disposable filter elements as indicated below. Connect so that discharged water passes primary filter and output of primary filter passes through secondary filter.


Primary Filter - Passes particles 20 microns and smaller

Secondary Filter - Passes particles 5 microns and smaller

2.2.6 Shower Stall

For Wash Down Station provide leak tight shower enclosure with integrated drain pan fabricated from fiberglass or other durable waterproof material, approximately a minimum of 3' x 3' square with minimum 6' high sides and back. Structurally support as necessary for stability. Equip with hose bib, as specified in this section, mounted at approximately 4'-0" above drain pan. Connect drain to a reservoir, pump water from reservoir through filters to a drain or store and use for amended water. Mount filters inside shower stall on back wall beneath hose bib.

PART 3 - EXECUTION

Consultant's Signature: 

Date: 2/8/2024

3.1 PERSONNEL DECONTAMINATION UNIT

Provide a Personnel Decontamination Unit consisting of a serial arrangement of connected rooms or spaces, Changing Room, Drying Room, Shower Room, Equipment Room. Require all persons without exception to pass through this Decontamination Unit for entry into and exiting from the Work Area for any purpose. Do not allow parallel routes for entry or exit. Do not remove equipment or materials through Personnel Decontamination Unit. Provide temporary lighting within Decontamination Units as necessary to reach a lighting level of 100 foot candles.

3.1.1 Changing Room (clean room)

Provide a room that is physically and visually separated from the rest of the building for the purpose of changing into protective clothing. If is a clean room chamber, it should not be less than 3'x3' dimensions.

Construct using polyethylene sheeting, at least 6 mil in thickness, to provide an airtight seal between the Changing Room and the rest of the building. Locate so that access to Work Area from Changing Room is through Shower Room. Separate Changing Room from the building by a sheet plastic flapped doorway.

Require workers to remove all street clothes in this room, dress in clean, disposable coveralls, and don respiratory protection equipment. Do not allow asbestos-contaminated items to enter this room. Require Workers to enter this room either from outside the structure dressed in street clothes, or naked from the showers.

An existing room may be utilized as the Changing Room if it is suitably located and of a configuration whereby workers may enter the Changing Room directly from the Shower Room. Protect all surfaces of room with sheet plastic as set forth in Section 01526 Temporary Enclosures. Authorization for this must be obtained from the Consultant's Project Manager in writing prior to start of construction. Submit written request in accordance with Section 01632 "Product Substitutions" detailing layout and protective measures proposed.

Maintain floor of changing room dry and clean at all times. Do not allow overflow water from shower to wet floor in changing room. Damp wipe all surfaces twice after each shift change with a disinfectant solution. Provide posted information for all emergency phone numbers and procedures. Provide 1 storage locker per employee.


3.1.2 Drying Room

Provide a drying room as an airlock and a place for workers to dry after showering. Separate this room from the rest of the building with airtight walls fabricated of 6 mil polyethylene. Separate this room from the Changing Room and Shower Room with a sheet plastic flapped doorway. Provide a continuously adequate supply of disposable bath towels.

3.1.3 Shower Room

Provide a completely watertight operational shower to be used for transit by cleanly dressed workers heading for the Work Area from the Changing Room, or for showering by workers headed out of the Work Area after undressing in the Equipment Room.

Construct room by providing a shower pan and 2 shower walls in a configuration that will cause water running

Consultant's Signature: 

Date: 2/8/2024

down walls to drip into pan. Install a freely draining wooden floor in shower pan at elevation of top of pan.

Separate this room from the Drying Room with a sheet plastic flapped doorway.

Provide shower head and controls. Provide temporary extensions of existing hot and cold water and drainage, as necessary for a complete and operable shower.

Provide a soap dish and a continuously adequate supply of soap and maintain in sanitary condition. Provide flexible hose shower head.

Arrange so that water from showering does not splash into the Changing or Equipment Rooms. Arrange water shut off and drain pump operation controls so that a single individual can shower without assistance from either inside or outside of the Work Area.

Pump waste water to sanitary sewer drain. Provide 20 micron and 5 micron waste water filters in line to drain. Change filters daily or more often if necessary. Locate filters inside shower unit so that water lost during filter changes is caught by shower pan.

3.1.4 Equipment Room (contaminated area)

Require work equipment, footwear and additional contaminated work clothing to be left here. This is a change and transit area for workers. If is a equipment room (dirty room chamber), it should not be less than 3'x3' dimensions.

Separate this room from the Work Area and Shower Room by a 6 mil polyethylene flapped doorway.

Provide a drop cloth layer of sheet plastic on floor in the Equipment Room for every shift change expected. Roll drop cloth layer of plastic from Equipment Room into Work Area after each shift change. Replace before next shift change. Provide a minimum of two (2) layers of plastic at all times. Use only clear plastic to cover floors.

3.1.5 Decontamination Sequence

Require that all workers adhere to the following sequence when entering or leaving the Work Area.


- A. Worker enters Changing Room and removes street clothing, puts on clean disposable overalls and respirator, and passes through the Shower Room into the Equipment Room.

Any additional clothing and equipment left in Equipment Room needed by the worker are put on in the Equipment Room.

- B. Before leaving the Work Area, require the worker to remove all gross contamination and debris from overalls and feet.

- C. The worker then proceeds to the Equipment Room and removes all clothing except respiratory protection equipment.

- D. Extra work clothing such as boots, hard hats, goggles, gloves are to be stored in contaminated end of the Equipment Room.

Consultant's Signature: 

Date: 2/8/2024

- E. Disposable coveralls are placed in a bag for disposal with other material.
- F. Require that Decontamination procedures found in Section 01560 be followed by all individuals leaving the Work Area.
- G. After showering, the worker moves to the Changing Room and dresses in either new coveralls for another entry or street clothes if leaving.

3.2 EQUIPMENT DECONTAMINATION UNIT

Provide an Equipment Decontamination Unit consisting of a serial arrangement of rooms, Clean Room, Holding Room, Wash Room for removal of equipment and material from Work Area. Do not allow personnel to enter or exit Work Area through Equipment Decontamination Unit.

3.2.1 Wash Down Station

Provide an enclosed Shower Unit located in Work Area just outside Wash Room as an equipment, bag and container cleaning station.

3.2.2 Wash Room

Provide wash room for cleaning of bagged or containerized asbestos-containing waste materials passed from the Work Area.

Construct wash room of polyethylene sheeting, at least 6 mil in thickness and located so that packaged materials, after being wiped clean, can be passed to the Holding Room.

Separate this room from the Work Area by a single flapped door of 6 mil polyethylene sheeting.

Provide a drop cloth layer of plastic on floor in the Wash Room for every load-out operation. Roll this drop cloth layer of plastic from Wash Room into Work Area after each load-out. Provide a minimum of two (2) layers of plastic at all times. Use only clear plastic to cover floors.

3.2.3 Holding Room

Provide Holding Room as a drop location for bagged asbestos-containing materials passed from the Wash Room. Construct Holding Room of polyethylene sheeting, at least 6 mil in thickness and located so that bagged materials cannot be passed from the Wash Room through the Holding Room to the Clean Room.

3.2.4 Clean Room

Consultant's Signature: 

Date: 2/8/2024

Provide Clean Room to isolate the Holding Room from the building exterior. If possible locate to provide direct access to the Holding Room from the building exterior.

Erect Critical and Primary Barriers as described in Section 01526 "Temporary Enclosures" in an existing space. If no space exists construct Clean Room of 2X wood framing and polyethylene sheeting, at least 6 mil in thickness. Separate this room from the exterior by a single flap door of 6 mil polyethylene sheeting.

3.2.5 Load-out Area

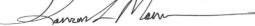
The load-out area is the transfer area from the building to a truck or dumpster. It may be the Clean Room of the Equipment Decontamination unit or a separate room or loading dock area. Erect Critical and Primary barriers as described in Section 01526 "Temporary Enclosures" in load-out area.

During transfer of material from load-out area erect primary barriers as described in Section 01526 "Temporary Enclosures" as necessary to seal path from load-out area to truck or dumpster.

3.2.6 Decontamination Sequence

Take all equipment or material from the Work Area through the Equipment Decontamination Unit according to the following procedure:

- A. At wash-down station, thoroughly wet clean contaminated equipment or sealed polyethylene bags and pass into Wash Room.
- B. When passing equipment or containers into the Wash Room, close all doorways of the Equipment Decontamination Unit, other than the doorway between the Wash-down Station and the Wash Room. Keep all outside personnel clear of the Equipment Decontamination Unit.
- C. Once inside the washroom, wet clean the bags and/or equipment.
- D. When cleaning is complete pass items into Holding Room. Close all doorways except the doorway between the Holding room and the Clean Room.
- E. Workers from the building exterior enter Holding Area and remove decontaminated equipment and/or containers for disposal.
- F. Require these workers to wear full protective clothing and appropriate respiratory protection.

Consultant's Signature: 

Date: 2/8/2024

3.3 CONSTRUCTION OF THE DECONTAMINATION UNITS

3.3.1 Walls and Ceiling

Construct airtight walls and ceiling using polyethylene sheeting, at least 6 mil in thickness. Attach to existing building components or a temporary framework.

3.3.2 Floors

Use 2 layers (minimum) of 6 mil polyethylene sheeting to cover floors in all areas of the Decontamination Units. Use only clear plastic to cover floors.

3.3.3 Flap Doors

Fabricated from three (3) overlapping sheets with openings a minimum of three feet (3') wide. Configure so that sheeting overlaps adjacent surfaces. Weigh sheets at bottoms as required so that they quickly close after being released. Put arrows on sheets to indicate direction of overlap and/or travel. Provide a minimum of six feet (6') between entrance and exit of any room. Provide a minimum of three feet (3') between doors to airlocks.

If the Decontamination area is located within an area containing friable asbestos on overhead ceilings, ducts, piping, etc., provide the area with a minimum 1/4 inch hardboard or 1/2 inch plywood "ceiling" with polyethylene sheeting, at least 6 mil in thickness covering the top of the "ceiling".

3.3.4 Visual Barrier

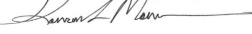
Where the Decontamination area is immediately adjacent to and within view of occupied areas, provide a visual barrier of opaque polyethylene sheeting at least 6 mil in thickness so that worker privacy is maintained and work procedures are not visible to building occupants. Where the area adjacent to the Decontamination area is accessible to the public, construct a solid barrier on the public side of the sheeting to protect the sheeting. Construct barrier with wood or metal studs covered with minimum 1/4 inch thick hardboard or 1/2 inch plywood. Where the solid barrier is provided, sheeting need not be opaque.

Alternate methods of providing Decontamination facilities may be submitted to the Consultant's Project Manager for approval. Do not proceed with any such method(s) without written authorization of the Consultant's Project Manager.

3.4 CLEANING OF DECONTAMINATION UNITS

Clean debris and residue from inside of Decontamination Units on a daily basis or as otherwise indicated on Contract Drawings. Damp wipe or hose down all surfaces after each shift change. Clean debris from shower pans on a daily basis.

If the Changing Room of the Personnel Decontamination Unit becomes contaminated with asbestos-containing debris, abandon the entire Decontamination Unit and erect a new Decontamination Unit. Use the former Changing Room as an inner section of the new Equipment Room.

Consultant's Signature: 

Date: 2/8/2024

3.5 SIGNS

Post an approximately 20 inch by 14 inch manufactured caution sign at each entrance to the Work Area displaying the following legend with letter sizes and styles of a visibility required by 29 CFR 1926. Provide signs in both English and Spanish.

LEGEND

DANGER

ASBESTOS

CANCER AND LUNG DISEASE HAZARD
RESPIRATORS AND PROTECTIVE CLOTHING ARE REQUIRED
IN THIS AREA

Provide spacing between respective lines at least equal to the height of the respective upper line.

END OF SECTION 01563

Consultant's Signature: 

Date: 2/8/2024

SECTION 01601 - MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.2 SUMMARY

This Section specifies administrative and procedural requirements governing the Contractor's selection of products for use in the project.

The Contractor's Construction Schedule and the Schedule of Submittals are included under Section No. 01301 - Submittals. Refer to Section No. 01091 - Definitions and Standards for applicability of industry standards to products specified. Administrative procedures for handling requests for substitutions made after award of the Contract are included under Section No. 01632 - Product Substitutions."

1.3 DEFINITIONS

Definitions used in this Article are not intended to change the meaning of other terms used in the Contract Documents, such as "specialties," "systems," "structure," "finishes," "accessories," and similar terms. Such terms such are self-explanatory and have well recognized meanings in the construction industry.

Products: Items purchased for use in performing the work or for incorporation in the Work, whether purchased for the Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

Named Products: Items identified by manufacturer's product name, including make or model designation, indicated in the manufacturer's published product literature, that is current as of the date of the Contract Documents.

Materials: Products that are substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of the Work.

Operational Equipment: Products with operating parts, whether motorized or manually operated, that requires temporary or permanent service connections, such as wiring or piping.

Fixed Equipment: Products necessary for accomplishing the work that are used as a temporary facility during the work and removed afterward.

1.4 PRODUCT DELIVERY, STORAGE, AND HANDLING

Deliver, store and handle products in accordance with the manufacturer's recommendations, using means and methods that will prevent damage, deterioration and loss, including theft.

Schedule delivery to minimize long-term storage at the site and overcrowding of construction spaces.

Consultant's Signature: 

Date: 2/8/2024

Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.

Deliver products to the site in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installing.

Inspect products upon delivery to ensure compliance with the Contract Documents, and to ensure that products are undamaged and properly protected.

Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.

Store heavy materials away from the project structure in a manner that will not endanger the supporting construction.

Store products subject to damage by the elements above ground, under cover in a weather-tight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.

1.5 SUBMITTALS

Submit all required documents identified in Section 01301 - Submittals to Consultant's Project Manager for review prior to the start of Work in any given Work Area. Do not begin work until these submittals are returned with Owner's and Consultant's Project Manager's approval.

PART 2 - PRODUCTS


2.1 PRODUCT SELECTION

Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, unused at the time of installation. Provide products complete with all accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for the intended use and effect. Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects.

Product selection is governed by the Contract Documents and governing regulations, not by previous project experience. Procedures governing product selection include the following:

When the Specifications list products or manufacturers that are available and may be incorporated in the Work, but do not restrict the Contractor to use of these products only, the Contractor may propose any available product that complies with Contract requirements. Comply with Contract Document provisions concerning "substitutions" to obtain approval for use of an unnamed product.

Where Specifications describe a product or assembly, listing exact characteristics required, with or without use of a brand or trade name, provide a product or assembly that provides the characteristics and otherwise complies with Contract requirements.

Consultant's Signature: 

Date: 2/8/2024

Where Specifications require compliance with performance requirements, provide products that comply with these requirements, and are recommended by the manufacturer for the application indicated. General overall performance of a product is implied where the product is specified for a specific application.

Where the Specifications only require compliance with an imposed code, standard or regulation, select a product that complies with the standards, codes or regulations specified.

PART 3 - EXECUTION

3.1 INSTALLATION OF PRODUCTS

Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other work.

Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

END OF SECTION 01601

Consultant's Signature: 

Date: 2/8/2024

SECTION 01701 - PROJECT CLOSEOUT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.2 SUMMARY

This Section specifies administrative and procedural requirements for project close-out, including but not limited to:

- 1.2.1 Final Acceptance
- 1.2.2 Project Record Document Submittal
- 1.2.3 Final Cleaning

1.3 FINAL ACCEPTANCE

Submit the Final Payment Request with releases and supporting documentation not previously submitted and accepted. Include Certificates of Insurance for products and completed operations where required. Submit an updated final statement, accounting for final additional changes to the Contract Sum.

Submit a certified copy of the Owner's and Consultant's Project Manager's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Consultant's Project Manager.

The Consultant's Project Manager will re-inspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Owner and Consultant's Project Manager. Upon completion of re-inspection, the Consultant's Project Manager will issue final acceptance, or advise the Contractor of work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.


1.4 RECORD DOCUMENT SUBMITTALS

Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Consultant's Project Manager's reference during normal working hours.

1.4.1 Record Drawings

Maintain a clean, undamaged set of blue or black line white prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.

Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate

Consultant's Signature: 

Date: 2/8/2024

categories of the work. Note related Change Order numbers where applicable.

Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.

1.4.2 Record Specifications

Maintain one complete copy of the Project Manual, including addenda, and one copy of other written construction documents such as Change Orders and modifications issued in printed form during construction. Mark these documents to show substantial variations in actual work performed in comparison with the text of the Specifications and modifications. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation. Note related record drawing information and Product Data.

Upon completion of the work, submit record Specifications to the Consultant's Project Manager for the Owner's records.

1.4.3 Record Product Data

Maintain one copy of each Product Data submittal. Mark these documents to show significant variations in the actual work performed in comparison with information submitted. Include variations in products delivered to the site, and from the manufacturer's installation instructions and recommendations. Give particular attention to concealed products and portions of the work, which cannot otherwise be readily discerned later by direct observation. Note related Change Orders and mark up of record Drawings and Specifications.

Upon completion of mark up, submit complete set of record Product Data to the Consultant's Project Manager for the Owner's records.

1.4.4 Miscellaneous Record Submittals

Refer to other Specification Sections for requirements of miscellaneous record keeping and submittals in connection with actual performance of the work. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to the Consultant's Project Manager for the Owner's records.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 FINAL CLEANING

General cleaning during construction is required by the General Conditions and included in Section No. 01503 - Temporary Facilities. The following procedures shall be completed at the completion of Work in each Work Area. The specific approach to final cleaning is discussed in detail in Section No. 01711, Project Decontamination.

3.1.1 Cleaning

Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the

Consultant's Signature: 

Date: 2/8/2024

condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.

Complete the following cleaning operations before requesting inspection:

Remove labels that are not permanent labels.

Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films and similar foreign substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean.

Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures as needed.

3.1.2 Removal of Protection

Remove temporary protection and facilities installed for protection of the work during construction.

Where extra materials of value remaining after completion of associated Work have become the Owner's property, arrange for disposition of these materials as directed.

END OF SECTION 01701

Consultant's Signature: 

Date: 2/8/2024

SECTION 01711 - PROJECT DECONTAMINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to work of this section.

1.2 DESCRIPTION OF REQUIREMENTS

The following requirements consist of decontamination of the Work Area following asbestos abatement.

During the Work of these Contract Documents, Project Decontamination procedures require cleaning and decontamination of the Work Areas following abatement activities. Contractor shall utilize HEPA-vacuum, wet cleaning, and encapsulant during decontamination of the Work Areas.

Operation of the pressure differential system is used to remove airborne fibers generated during the decontamination procedures.

1.3 RELATED WORK SPECIFIED ELSEWHERE

1.3.1 Removal of Gross Debris

Removal of Gross Debris is integral with the performance of abatement work and as such is specified in Section No. 02081 - Removal of Asbestos-Containing Material and Debris.

1.3.2 Work Area Clearance

Air testing and other requirements which must be met before release of Contractor and re-occupancy of the work area are specified in Section 01714 Work Area Clearance.

PART 2 - PRODUCTS

2.1 WETTING MATERIALS

All surfaces in the Work Areas shall be wet-cleaned using rags, mops, and sponges as appropriate.

2.2 HEPA VACUUM

A sufficient supply of HEPA filtered vacuum systems shall be available during decontamination procedures.

2.3 ENCAPSULANT

Encapsulant shall be sprayed using airless spray equipment. Nozzle pressure should be adjustable within a 400 to 1,500 psi range. The nature of the encapsulant may affect the requirements for respiratory protection. Vapors that may be given off during encapsulation application must be taken into account when selecting respirators. Provide material safety data sheets.

PART 3 - EXECUTION

Consultant's Signature: 

Date: 2/8/2024

Work of this section includes the decontamination of air in each Work Area which has been, or may have been, contaminated by the elevated airborne asbestos fiber levels generated during abatement activities, or which may previously have had elevated fiber levels due to friable asbestos-containing materials.

Work of this section includes the cleaning, decontamination, and removal of temporary facilities installed prior to the Work, including:

Primary and Critical Barriers erected by Work of Section No. 01526
Decontamination Unit erected by Work of Section No. 01563
Pressure Differential System installed by Work of Section No. 01513

Work of this section includes the cleaning, and decontamination of all surfaces (ceiling, walls, floor) of each Work Area, and all furniture or equipment in the Work Area.

3.1 WORK AREA CLEANING

All surfaces in the work area shall be wet-cleaned using rags, mops, and sponges as appropriate. Surfaces to be wet-cleaned include, but are not limited to, remaining plastic sheeting, tools, equipment, and scaffolding.

All containerized waste shall be removed from the work area using the waste container load-out air lock. All tools and equipment shall be decontaminated and removed at the appropriate time in the cleaning sequence.

Do not perform dry dusting or dry sweeping. Continue this cleaning until there is no visible debris from the removed material or residue on plastic sheeting or other surfaces.

Consultant's Project Manager shall inspect and approve of cleaning results prior to proceeding. If any accumulation of residue is observed, it will be assumed to be asbestos and the cleaning cycle will be repeated.

The work area shall be cleaned until it is in compliance with federal, state, and local requirements and the Work Procedures. Additional cleaning cycles shall be provided, as necessary, at no cost to the Owner until these criteria have been met.


3.2 VISUAL INSPECTION

Consultant's Project Manager shall complete a visual inspection of the entire Work Area including: all surfaces, ceiling, walls, floor, decontamination unit, seals over ventilation openings, doorways, windows, and other openings. If any debris, residue, dust or other matter is found repeat final cleaning and continue decontamination procedure from that point. When the Work Area is visually clean, and no debris, residue, dust or other material is found, Consultant's Project Manager will schedule Clearance Testing for the Work Area.

Provide a minimum of 100 foot candles of lighting on all surfaces in the areas to be subjected to visual inspection. Provide hand held lights providing 150 foot candles at 4 feet capable of reaching all locations in work area. Provide ladders, scaffolding, and lifts as required to provide access to all surfaces in the area to be subjected to visual inspection.

3.3 ENCAPSULATION OF WORK AREA

Perform encapsulation of the flooring and plastic sheeting at this time. Maintain Pressure Differential System in

Consultant's Signature: 

Date: 2/8/2024

operation during encapsulation work.

Unless otherwise directed by Consultant's Project Manager, allow encapsulant to dry, while negative air machines are kept running to remove airborne asbestos fibers.

Critical Barriers and Pressure Differential System shall remain in place until Clearance has been achieved.

3.4 REMOVAL OF WORK AREA ISOLATION

After all requirements of this section and Section 01714 - Work Area Clearance have been met, shut down and remove the Pressure Differential System. Seal HEPA filtered fan units, HEPA vacuums and similar equipment with 6 mil polyethylene sheet and duct tape to form a tight seal at intake end before being moved from Work Area.

Remove Personnel Decontamination Unit.

Remove the Critical Barriers separating the Work Area from the rest of the building. Remove any small quantities of residual material found upon removal of the plastic sheeting with wet wiping, HEPA filtered vacuum cleaners and local area protection.

Dispose of all asbestos-containing waste material, plastic sheeting, and expired filters from HEPA fan units as specified in Section 02084 - Disposal of Asbestos Containing Waste Material.

END OF SECTION - 01711

Consultant's Signature:



Date: 2/8/2024

SECTION 01714 - WORK AREA CLEARANCE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division - 1 Specification Sections, apply to work of this section.

1.1.1 Visual Inspection

Visual Inspection requirements, as prerequisites of air testing, are set forth in Section No. 01711 - Project Decontamination.

1.1.2 Air Monitoring

Air Monitoring performed by the Owner's Consultant representative during abatement work, is described in Section No. 01410 - Test Laboratory Services.

1.2 SUMMARY

This section describes work being performed by the Owner. This work is not in the Contract Sum. This Section sets forth required post-abatement airborne asbestos concentrations in the Work Area and describes testing procedures the Owner will use to measure these levels.

1.3 CONTRACTOR RELEASE CRITERIA

An Asbestos Abatement Work Area is Cleared when the Work Area is visually clean and airborne asbestos structure concentrations have been reduced to the level specified in Article 1.5 below.

1.4 VISUAL INSPECTION

Work of this Section will not begin until the visual inspection described in Section No. 01711 -Project Decontamination has been completed by Consultant's Project Manager.

1.5 AIR MONITORING

To determine if the elevated airborne asbestos structure concentration encountered during abatement operations has been reduced to the specified level, the Owner will secure samples and analyze them according to the following procedures.

1.5.1 Full Containment Clearance

Aggressive sampling procedures as described below will be followed. PCM and/or TEM samples will be collected inside and outside of the Work Area as determined by Consultant. PCM samples will be analyzed and TEM samples will be transmitted to the TEM laboratory. If the area meets the clearance criteria by PCM, the TEM analysis (if required) will proceed.

Before sampling pumps are started the exhaust from forced-air equipment (leaf blower with an approximately 1 horsepower electric motor) will be swept against all walls, ceilings, floors, ledges and other surfaces in the Work Area. One 20-inch diameter fan per 10,000 cubic feet of room volume will be mounted in a central location at approximately 2 meters above floor, directed toward ceiling and operated at low speed for the entire period of

Consultant's Signature: 

Date: 2/8/2024

sample collection.

Air samples will be collected in areas subject to normal air circulation away from room corners, obstructed locations, and sites near windows, doors, or vents.

1.6 SCHEDULE OF AIR SAMPLES

The number and volume of air samples taken and analytical methods used will be in accordance with the following schedule. Sample volumes given may vary depending upon the analytical instruments used.

1.6.1 Phase Contrast Microscopy


In each Work Area after completion of all cleaning work, a minimum of 13 samples will be collected and analyzed. Samples will be collected on 0.8 mixed cellulose ester filters in 25 mm cassettes with a 50 mm conductive extension cowl.

Sample Location	Number of Samples	Analysis Method	Clearance Level (f/cc)	Minimum Volume (L)	Rate (LPM)
Inside Each Work Area	5	PCM	0.01	1,250	1-10
Outside Each Work Area	5	PCM	0.01	1,250	1-10
Inside Work Area Blank	1	PCM	0.01	N/A	Open for 30 seconds
Outside Work Area Blank	1	PCM	0.01	N/A	Open for 30 seconds
Laboratory Blank	1	PCM	0.01	N/A	Do not open

If these conditions are not met then the decontamination is incomplete and the cleaning procedures of Section 01710 shall be repeated.

1.6.2 Transmission Electron Microscopy

In each Work Area, where required, after completion of all cleaning work, a minimum of 13 samples will be

Consultant's Signature: 

Date: 2/8/2024

taken and analyzed. Samples will be collected on 0.45 mixed cellulose ester filters in 25 mm cassettes with a 50 mm conductive extension cowl.

Sample Location	Number of Samples	Analysis Method	Clearance Level (s/mm ²)	Minimum Volume (L)	Rate (LPM)
Inside Each Work Area	5	TEM	70	1,400	1-10
Outside Each Work Area	5	TEM	70	1,400	1-10
Work Area - Inside & Outside Blanks	2	TEM	70	N/A	Open for 30 seconds
Laboratory Blank	1	TEM	70	N/A	Do not open

Analysis will be performed using the analysis method set forth in the AHERA Regulation 40 CFR Part 763 Appendix A.

Asbestos Structures referred to in this Section include asbestos fibers, bundles, clusters or matrices, as defined by method of analysis. Decontamination of the work site is complete when the average concentration of asbestos on the five Work Area Samples does not exceed the filter background level of 70 structures per square millimeter of filter area.

If these conditions are not met then the decontamination is incomplete and the cleaning procedures of Section 01710 shall be repeated.

1.7 LABORATORY TESTING


1.7.1 Phase Contrast Microscopy

The services of a testing laboratory will be employed by the Consultant on behalf of the Owner to perform laboratory analysis of the air samples. A microscope and technician will be set up at the job site, or samples will be sent daily by overnight mail, so that verbal reports on air samples can be obtained within 24 hours. A complete record, certified by the testing laboratory, of all air monitoring tests and results will be furnished to the Consultant's Project Manager, the Owner and the Contractor.

1.7.2 Transmission Electron Microscopy

Samples will be hand delivered to a TEM Lab or sent by overnight courier for analysis by Transmission Electron Microscopy. Verbal results will be available within 24 hours after receipt of samples by the TEM laboratory. All Transmission Electron Microscopy results will be available to the Contractor.

1.8 RETESTING

Consultant's Signature: 

Date: 2/8/2024

The cost of laboratory services for retests and reinspections required due to failure of the Contractor to meet project criteria will be back-charged by Owner to the Contractor at Owner's cost plus 20%.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION 01714

Consultant's Signature: 

Date: 2/8/2024

Alexander, Smith, Byrd, Reed and DHS/DISD

Section 01714-7

SITE WORK/ ASBESTOS ABATEMENT

DIVISION 2

SECTION 02081.1 - REMOVAL OF ASBESTOS CONTAINING MATERIAL (General)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of the Contract, and other Division 1 specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK

The project is Asbestos-containing Material (ACM) Transite Panel Abatement, and/or Asbestos Contaminated Building Material Abatement at the Alexander and Smith Elementary Schools, and at Byrd Jr. High, and Reed Middle School, and at Duncanville High School.

All phases of the Work shall be executed by skilled craftsmen experienced in their respective trades. This section includes a general scope of work, while Division 2 include a description of procedures for abatement in each work area.

Contractor may subcontract any phase or portion of the Work. However, such subcontract shall not relieve Contractor from responsibility for enforcing the use of all required safety equipment and supplies by the Subcontractor and his employees providing any phase of the Work in the work areas. Contractor shall require and verify that all materials and methods used by Subcontractors are consistent with materials and methods for established and safe asbestos removal procedures and consistent with the Contract Documents.

1.1 RELATED DOCUMENTS

Drawings and General provisions of the Contract, including the DISD General and Supplementary Conditions and other Division 1 general requirements, apply to work of this section. Additional sections include:

Division 2 - Asbestos Site Work

Section 02081 - Removal of Asbestos-Containing Material
Section 02084 - Disposal of Asbestos-Containing Waste Material


1.2 SUMMARY OF WORK

ALEXANDER ELEMENTARY SCHOOL

510 Softwood
Duncanville, Texas 75137

ITEM I: Removal of ACM Transite Panels from lower Window Pane (Total of **5 Panels**) from exterior of East of Kitchen Dr., Entry/Exit Access Halls (~30 Sf), utilizing NESHAP Procedures.

Alternate I: Removal of ACM Transite Panels from lower Window Pane (Total of **18 Panels**) from exterior of Art Room, Lounge, Entry/Exit Access Halls, and across from Gym (~140 Sf), utilizing NESHAP Procedures

Consultant's Signature: 

Date: 2/8/2024

SMITH ELEMENTARY SCHOOL

1010 Big Stone Gap
Duncanville, Texas

Alternate I: Removal of ACM Transite Panels from lower Window Pane (Total of **21 Panels**) with 9 Panels at Interior utilizing full containment procedures, and 12 Panels from exterior of Entry/Exit Access Halls (~160 Sf), utilizing NESHAP Procedures .

BYRD JR. HIGH SCHOOL

1040 West Wheatland
Duncanville, Texas 75137

ITEM I: Removal of ACM Transite Panels from lower Window Pane (Total of **12 Panels**) from exterior of Entry/Exit Access Halls (~75 Sf), utilizing NESHAP Procedures.

Alternate I: Removal of ACM Transite Panels from lower Window Pane (Total of **5 Panels**) from interior of Library on East and West, and from Band Hall access doorways (~30 Sf), utilizing full containment procedures.

REED JR. HIGH SCHOOL

530 East Freeman
Duncanville, Texas 75116

ITEM I: Removal of ACM Transite Panels from lower Window Pane (Total of **10 Panels**), from exterior of Entry/Exit Access Halls (~60 Sf)

Alternate I: Removal of ACM Transite Panels from lower Window Pane (Total of **49 Panels**), with 8 panels from interior designated areas, utilizing full containment procedures, and 41 panels from exterior of building (~300 Sf), utilizing NESHAP Procedures

DUNCANVILLE HIGH SCHOOL

900 West Camp Wisdom
Duncanville, Texas

ITEM I: Removal of ACM Transite Panels from lower Window Pane (Total of **14 Panels**) from exterior of 9th Grade and Entry/Exit Access Halls (~ 90 Sf), utilizing NESHAP Procedures.

Alternate I: Removal of ACM Transite Panels from lower Window Pane (Total of **14 Panels**) from exterior of West Cafeteria and Entry/Exit Access Halls (~ 90 Sf), utilizing NESHAP Procedures

I designate Mr. **Kourosch Moussavian** on my behalf to provide site project management/air monitoring technician services and to oversee the project and provide all the necessary visual inspections prior, during and

Consultant's Signature: 

Date: 2/8/2024

at the completion stage of asbestos abatement.



Sid Hozhabri, IAC, REM
Project Consultant
AEC/ TDSHS Agency Lic. No. 10-0366
TDSHS Individual Lic. No. 10-5427



Kourosh Moussavian, IAC, MAC, REM, CSS
Senior Environmental Scientist
TDSHS Individual Lic. No. 10-5639
License Expires 6/2/2025

Contractor shall be responsible for installing the critical barriers, constructing the work containment, and scheduling the shutdown of all control systems located in or passing through the work areas. Contractor shall be responsible for removing the asbestos-containing wall, ceiling, flooring, boiler thermal system insulation, door/window caulk, and roofing materials, decontaminating the remaining floor or slab surfaces, encapsulating all remaining surfaces inside the work containment, properly transporting the asbestos-containing waste and asbestos-contaminated waste to the remote dumpster location adjacent to the building, and disposal of the ACM waste to an approved landfill.

The Work shall be performed in accordance with the requirements of all applicable sections of these Specifications. Contractor shall perform the Work in a manner that minimizes disruption to building operations.

1.3 EXISTING CONDITIONS

Existing conditions are reflected accurately to the best of Owner's knowledge. Should minor conditions be encountered that are not exactly as indicated, modification to the Work shall be made as required at no additional expense to Owner. Contractor is responsible for thoroughly familiarizing himself with all conditions and requirements of the Work prior to submittal of a Bid.

1.4 BUILDING OCCUPANCY

Contractor shall coordinate work activities with Owner to minimize conflict and facilitate usage of the building. Contractor shall conduct his activities in a manner that minimizes disturbance of the adjacent building occupants (if any). This will include proper abatement and containment procedures to prevent accidental exposure, and proper notification of work area locations.

Transportation routes shall be predetermined and approved in advance by Owner for transportation of contaminated waste materials, labor, and construction materials in and out of the building. Contractor shall use only designated entrances and exits in transporting contaminated waste, labor, and construction materials to the designated area. Refer to project drawings provided by consultant to identify pre-determined entry/exit routes during abatement activities.

Consultant's Signature:



Date: 2/8/2024

1.5 OBSERVATIONS

Owner's Representative will monitor the status and progress of the Work for completeness and general compliance with the requirements of the Contract Documents. At a minimum, assessments will be conducted at the following times during the Project:

- * Following complete preparation of the work area(s) and prior to proceeding with actual removal of ACM
- * During removal of asbestos-containing thermal system insulation
- * At designated times during the cleaning phases
- * Following initial and final cleaning of the work area
- * As appropriate during the Work outlined elsewhere in these Specifications

Contractor shall notify Owner's Representative at least two hours in advance of the need and readiness for such assessments. Should advance notice not be given to Owner's Representative, Owner's Representative will make reasonable effort to comply with time requested. Contractor may not proceed until Owner's Representative makes such assessments. Any delay in the completion of the Project caused by lack of advance notice by Contractor to Owner's Representative shall not be sufficient cause for any extension of time or extension of the project completion deadline.

1.6 SIGN-IN/SIGN-OUT LOG


Contractor shall maintain a sign-in/sign-out log in the immediate vicinity of the change room of the personnel decontamination enclosure. The sign-in/sign-out log will be maintained from the time the first activity involving the disturbance of ACM is performed until acceptance of the final air test results by Owner's Representative. All persons entering the work area, including Contractor's workers, Owner or Owner's Representative, and government officials, will be required to sign in and out each time they enter and leave the work area, indicating name, social security number, time, company or agency represented, and reason for entering the work area.

PART 2 - PRODUCTS

2.1 WETTING MATERIALS

Prior to disturbing ACM, use amended water for wetting. Sprayers shall have pumps capable of providing 500 pounds per square inch (psi) at the nozzle tip at a flow rate of 2 gallons per minute for spraying wetting materials.

2.1.1 Amended Water

Consultant's Signature: 

Date: 2/8/2024

Provide water to which a surfactant has been added. Use a mixture of surfactant and water that will provide the same, or better, results in wetting the ACM and retarding fiber release during disturbance of the material as are achieved by the use of one ounce of a surfactant consisting of 50% polyoxyethylene ester and 50% polyoxyethylene ether mixed with five gallons of water.

2.2 POLYETHYLENE SHEETING

Contractor shall provide flame-resistant polyethylene film that conforms to requirements set forth by the National Fire Protection Association Standard 701, Small Scale Fire Test for Flame-Resistant Textiles and Films. Polyethylene sheeting for critical barriers and ceiling shall be a minimum of one layer of 6-mil thickness, and for walls and stationary objects shall be a minimum of two layers of 4-mil thickness. For floors and all other uses, sheeting of at least two layers of 6-mil thickness shall be used in widths selected to minimize the frequency of joints and seams.

Polyethylene sheeting utilized for worker decontamination enclosures shall be opaque if the decontamination enclosure is visible to building occupants.

2.3 DISPOSAL BAGS

Disposal bags shall be of 6-mil polyethylene, preprinted with labels as required by EPA regulation 40 CFR 61.152 (b) (i) (iv), OSHA requirement 29 CFR 1910.1001 (g) (2) (ii), and Section 02084 - Disposal of Asbestos-Containing Waste Material of these Specifications.

2.4 PROTECTIVE CLOTHING

Full-body disposable protective clothing, including head, body, and foot coverings consisting of material impenetrable by asbestos fibers, shall be provided to all workers and authorized visitors in sizes adequate to accommodate movement without tearing.

Additional safety equipment, as necessary, shall be provided to all workers and authorized visitors.


Nonskid footwear shall be provided to all abatement workers. Disposable clothing shall be adequately sealed to the footwear to prevent body contamination.

2.5 CLEANING SUPPLIES

A sufficient supply of disposable mops, rags, and sponges for work area decontamination shall be available. Rubber dustpans and rubber squeegees shall be provided for cleanup. Brushes utilized for removing loose ACM shall have nylon or fiber bristles, not metal.

2.6 ENCAPSULANT

Encapsulant shall be sprayed using airless spray equipment. Nozzle pressure should be adjustable within a 400- to 1,500-psi range. If any encapsulant is sprayed on glass windows, clean the over-spray on the glass surface before gets dry.

Consultant's Signature: 

Date: 2/8/2024

The nature of the encapsulant may affect the requirements for respiratory protection. Vapors that may be given off during encapsulation application must be taken into account when selecting respirators. Contractor shall provide material safety data sheets (MSDSs) prior to application of the product.

PART 3 - EXECUTION

3.1 PRIMARY BARRIER

Isolation and pre-cleaning of the work area, lockout of building systems, installation of critical barriers, and construction of a primary barrier shall be completed as specified in Section 01526 - Temporary Enclosures or Section 01530 - Mini-Containment/Glove-bag Procedures of these Specifications.

3.2 PRESSURE DIFFERENTIAL SYSTEM

Design and operation of the temporary pressure differential system shall be performed as specified in Section 01513 - Temporary Pressure Differential and Air Circulation System of these Specifications.

3.3 SECONDARY BARRIER

Over the primary barrier, install as a drop cloth a clear 6-mil sheet plastic in all areas where asbestos removal work is to be carried out. Completely cover the floor with sheet plastic. Where the Work is within 10 feet of a wall, extend the secondary barrier up the wall to the ceiling. Support the sheet plastic on the wall with duct tape, seal the top of the secondary barrier to the primary barrier with duct tape so that debris cannot filter behind it. Provide cross-strips of duct tape at the wall support as necessary to support the sheet plastic and prevent its falling during removal operations.


Install the secondary barrier at the beginning of each work shift. Install only sufficient plastic for work of that shift. Remove the secondary barrier at the end of each work shift or as work in an area is completed. Fold the plastic toward the center of the sheet and pack into disposal bags. Keep the material on the sheet continually wet until bagged.

3.4 WORKER ENTRY AND EXIT

All workers and authorized personnel shall enter the work area through the worker decontamination unit. All personnel who enter the work area must sign the entry log, located in the clean room of the worker decontamination unit. Decontamination procedures specified in Section 01560 - Worker Protection - Asbestos Abatement of these Specifications shall be heeded by all personnel.

3.5 WORKER PROTECTION


Before beginning work with any material for which an MSDS has been submitted, provide workers with the

Consultant's Signature: 

Date: 2/8/2024

required protective equipment. Require that appropriate protective equipment be used at all times.

Worker protection and respiratory protection procedures shall be followed as specified in Section 01560 - Worker Protection - Asbestos Abatement and Section 01562 - Respiratory Protection, respectively.

Consultant's Signature: 

Date: 2/8/2024

3.6 WET REMOVAL

Thoroughly wet, to the satisfaction of Owner's Representative, ACM to be removed prior to stripping and/or tooling to reduce fiber dispersal into the air. Accomplish wetting by a fine spray (mist) of amended water. Saturate material sufficiently without causing excess dripping. Allow time for amended water to penetrate material thoroughly. When using amended water, spray material repeatedly during the work process to maintain a continuously wet condition. Perforate outer covering of any installation that has been painted and/or jacketed in order to allow penetration of amended water or use injection equipment to wet material under the covering. Where necessary, carefully strip away while simultaneously spraying amended water on the installation to minimize dispersal of asbestos fibers into the air.

Remove saturated ACM in small sections from all areas. Do not allow the material to dry out. As it is removed, simultaneously pack the material while still wet into disposal bags. Twist the neck of each bag, fold the neck over, and seal it with a minimum three wraps of duct tape. Clean the outside of the bag and move it to the wash-down station adjacent to the material decontamination unit.

During each day's Work, the wet ACM debris shall be bagged in 6-mil thick bags. All ACM waste shall be cleaned from the Work area floor prior to the end of each work shift. No ACM shall be allowed to lay on the floor overnight. Place warning labels on containers in accordance with OSHA Regulations 29 CFR 1910.1001 and 1926.1101 if not already preprinted on the containers.


After the completion of all stripping work, surfaces from which ACM have been removed shall be wet brushed and sponged or cleaned by some equivalent method to remove all visible debris.

At the completion of the removal activities, Contractor shall clean and decontaminate the mini-enclosure in accordance with procedures specified in Section 01711 - Project Decontamination of these Specifications.

3.7 Local Ventilation and Collection System

Provide local ventilation and collection systems as described below for each area where ACM is being removed or otherwise disturbed:

- * Provide HEPA-filtered fan units, in addition to those required by Section 01513 - Temporary Pressure Differential and Air Circulation System, in the vicinity of the Work. Arrange the fans so that the units exhaust into the work area, oriented in a direction away from the Work. Extend a 12-inch diameter flexible, non-collapsing duct from the intake end to a point no more than 4 feet from any scraping or wire brushing activity.

Consultant's Signature: 

Date: 2/8/2024

3.8 FINAL CLEARANCE

After cleaning and decontamination procedures have been completed inside the work area and the Certification of Visual Inspection has been accepted, Contractor shall notify Owner's Representative that work areas are ready for clearance air testing.


Upon notice, Owner's Representative will schedule and arrange for the clearance air tests. Work area clearance testing shall be performed as specified in Section 01714 - Work Area Clearance of these Specifications.

Reestablishment of the work area shall occur only after cleanup procedures have been completed and clearance testing has been performed and documented to the satisfaction of Owner's Representative.

3.9 DISPOSAL PROCEDURES

As the Work progresses, to avoid exceeding available storage capacity on-site, sealed and labeled containers of asbestos-containing waste materials shall be removed and transported to the prearranged disposal location as specified in Section 02084 - Disposal of Asbestos-Containing Waste Material.

END OF SECTION 02081.1

Consultant's Signature: 

Date: 2/8/2024

SECTION 02081.2 - RESILIENT FLOOR TILE AND ASSOCIATED MASTIC REMOVAL (IF ANY)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS (Not Applicable)

PART 2 - PRODUCTS

2.1 Amended Water

Provide water to which a surfactant has been added. Use a mixture of surfactant and water which results in wetting of the asbestos-containing material and retardation of fiber release during disturbance of the material equal to or greater than that provided by the use of one ounce of a surfactant consisting of 50% polyoxyethylene ester and 50% polyoxyethylene ether mixed with five gallons of water.

2.2 Tile Adhesive Removal Solvent

Provide a slow-drying solvent intended to remove tile adhesive. Provide material that is not flammable, does not create combustible vapors and has no significant inhalation hazard.

2.3 Polyethylene Sheet

A single polyethylene film in the largest sheet size possible to minimize seams, 4.0 or 6.0 mils thick as indicated, clear, frosted, or black as indicated.

2.4 Duct Tape

Provide duct tape in 2" or 3" widths as indicated, with an adhesive formulated for use on sheet polyethylene.

2.5 Spray Cement

Provide, in aerosol cans, spray adhesive which is formulated for use on sheet polyethylene. Provide materials that do not contain methylene chloride.

2.6 Disposal Bags

Provide 6 mil thick leak-tight polyethylene bags labeled as required by Section 02084 Disposal of Asbestos-Containing Waste Material.

2.7 Fiberboard Drums

Provide heavy duty leak-tight fiberboard drums with tight sealing locking metal tops.

Consultant's Signature:



Date: 2/8/2024

2.8 Manual Spades

Provide hand operated scraper/chisels with long handles and replaceable blades for removal of resilient flooring.

PART 3 - EXECUTION

3.1 PRE-REQUISITE ACTIVITIES

Before starting removal of asbestos-containing materials using the procedures of this section complete work of the following sections:

01513 Temporary Pressure Differential & Air Circulation System

01526 Temporary Enclosures

01560 Worker Protection

01562 Respiratory Protection

01563 Decontamination Units

Before using wet methods to remove resilient flooring, seal openings, and penetrations in the floor to prevent water leakage.

3.2 REMOVE RESILIENT FLOORING

Remove binding strips or other restrictive molding from doorways, walls, etc. clean and dispose of as non-asbestos waste. Dispose of any materials that have glue or floor mastic on them as asbestos-containing waste.

3.2.1 Wet Floor

Wet floor with amended water so that entire surface is wet. Do not allow to puddle or run off to other areas. Allow time for humidity and water or removal encapsulant to loosen tiles prior to removal.

Keep floor continuously wet throughout removal operation.

Remove tiles using a manual or powered spade, or stripping machine. Continuously mist floor in area with amended water. Wet any debris generated as necessary to keep continuously wet. Keep floor where tile has been removed continuously wet until after completion of heavy adhesive residue removal.

Consultant's Signature: 

Date: 2/8/2024

3.2.2 Debris and Waste

Pick up whole tiles, stack, and place in labeled disposal bags. Shovel broken tiles and debris into disposal bag. Place bagged waste in a second disposal bag during decontamination and dispose of waste as required by Section 02084 - Disposal of Asbestos-Containing Waste Material. Double-bagged waste shall then be placed into durable leak-tight drums.

3.3 REMOVAL OF RESIDUE ADHESIVE/MASTIC

Remove adhesive residue by using adhesive removal solvents. Use solvents in accordance with manufacturers' instructions. Saturate adhesive with removal solvent and allow adhesive to soften. Remove by scraping or wet scrubbing with hand method utilizing abrasive pad. Provide worker protection as required by material safety data sheet (MSDS) for any material used.

Mop floor with removal solvent as required by manufacturer's directions as required to completely remove all residue of adhesive.


3.4 WORK AREA CLEARANCE

After completion of all resilient flooring and adhesive removal work and prior to removal of critical barriers, decontamination units, and shut down of pressure differential and ventilation system; complete project decontamination and clearance in accordance with sections 01711 "Project Decontamination" and 01714 "Work Area Clearance".

3.5 DISPOSAL PROCEDURES

As the Work progresses, to avoid exceeding available storage capacity on-site, sealed and labeled containers of asbestos-containing waste materials shall be removed and transported to the prearranged disposal location as specified in Section 02084.

END OF SECTION - 02081.2

Consultant's Signature: 

Date: 2/8/2024

SECTION 02084 - DISPOSAL OF ASBESTOS-CONTAINING WASTE MATERIAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

General provisions of Contract and Division 1 Specification Sections, apply to work of this section. Section 01092 Codes and Regulations - Asbestos Abatement describes applicable federal, state and local regulations.

1.2 DESCRIPTION OF THE WORK

This section describes the disposal of Asbestos-Containing Materials. Disposal includes packaging of asbestos-containing waste materials. Disposal is to be accomplished by landfilling.

1.3 SUBMITTALS

Submit all required documents identified in Section 01301 - Submittals to Consultant's Project Manager for review prior to the start of Work in any given Work Area. Do not begin work until these submittals are returned with Owner's and Consultant's Project Manager's approval.

PART 2 - PRODUCTS

2.1 Disposal Bags

Provide 6 mil thick leak-tight polyethylene bags labeled with three labels with text as follows:

First Label:

CAUTION
CONTAINS ASBESTOS FIBERS
AVOID OPENING OR BREAKING CONTAINER
BREATHING ASBESTOS IS HAZARDOUS TO YOUR HEALTH

Second Label: Provide in accordance with 29 CFR 1910.1200(f) of OSHA's Hazard Communication standard:

DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD
BREATHING AIRBORNE ASBESTOS, TREMOLITE, ANTHOPHYLLITE, OR
ASBESTOS FIBERS IS HAZARDOUS TO YOUR HEALTH

Consultant's Signature: 

Date: 2/8/2024

Third Label: Provide in accordance with U. S. Department of Transportation regulation on hazardous waste marking. 49 CFR parts 171 and 172. Hazardous Substances: Final Rule. Published November 21, 1986 and revised February 17, 1987:

RQ HAZARDOUS
SUBSTANCE,
SOLID, NOS,
ORM-E, NA 2112
(ASBESTOS)

Fourth Label: For all asbestos-containing waste material to be transported off the facility site, label the containers or wrapped materials with the name and address of the waste generator and abatement contractor, and location at which the waste was generated, as required in 40 CFR 61.150 (a)(1)(v).

PART 3 - EXECUTION

Comply with the following sections during all phases of this work:

Section 01560 Worker Protection - Asbestos Abatement
Section 01562 Respiratory Protection

3.1 GENERAL

All waste is to be hauled by a state approved/or licensed (if applicable) Asbestos Transporter.

Load all asbestos-containing waste material in disposal bags or leak-tight drums. All materials are to be contained in one of the following:

- * Two 6 mil disposal bags
- * Two 6 mil disposal bags and a fiberboard drum

Protect interior of truck or dumpster with Critical and Primary Barriers as described in Section 01526 Temporary Enclosures.

Carefully load containerized waste in fully enclosed dumpsters, trucks or other appropriate vehicles for transport. Exercise care before and during transport, to insure that no unauthorized persons have access to the material. Do not transport disposal bagged materials on open trucks.

Do not store containerized materials outside of the Work Area. Take containers from the Work Area directly to a sealed truck or dumpster.

Advise the landfill operator or processor, at least ten days in advance of transport, of the quantity of material to be delivered.

Consultant's Signature:




Date: 2/8/2024

At a disposal site, sealed plastic bags may be carefully unloaded from the truck. If bags are broken or damaged, return to work site for re-bagging. Clean entire truck and contents using procedures set forth in section 01711 Project Decontamination.

Retain receipts from landfill for disposed materials.

At completion of hauling and disposal of each load submit copy of waste manifest, chain of custody form, and landfill receipt to Consultant's Project Manager.

END OF SECTION - 02084

Consultant's Signature: 

Date: 2/8/2024