



**CITY OF FREEPORT, TEXAS
REQUEST FOR SEALED BIDS
CITY HALL ASBESTOS ABATEMENT**

**Freeport City Hall
200 West 2nd Street
Freeport, Texas 77541
COMPETITIVE SEALED BID # 2024-03**

**DEADLINE:
Thursday, February 29, 2024 BY 10:00 A.M.**

**CITY OF FREEPORT
PUBLIC NOTICE
COMPETITIVE SEALED BID # 2024-03
City Hall Asbestos Abatement**

The City of Freeport is accepting Competitive Sealed Bids for all supervision, materials, labor and equipment necessary for City Hall Asbestos Abatement located at 200 West 2nd Street, Freeport Tx. 77541.

The deadline for submission of proposals is 10 A.M. Thursday, February 29, 2024. It is the responsibility of the submitting entity to ensure that the proposal is received in a timely manner. Bids received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting firm. The City of Freeport reserves the right to negotiate with any and all persons or firms submitting timely bids.

All bids submitted for City consideration must include the original and four (4) copies, be clearly marked on the outside of the sealed envelope with the words "City of Freeport, Attention: City Secretary, Bid# – City Hall Asbestos Abatement, and must contain the name of the company submitting the Bid.

Bids will be publicly opened and read at the Freeport City Hall located at 200 West Second Street, Freeport, Texas 77541 on Thursday, February 29, 2024 at 10:00 a.m.

Bid documents may be downloaded from the City of Freeport's website at [freeport.tx.us/page/public notices](http://freeport.tx.us/page/public%20notices) or obtained in person at Freeport City Hall, 200 West Second Street, Freeport, Texas.

Vendors may submit bids for any or all activities.

Multiple contracts may be awarded as a result of this solicitation. The City of Freeport will, in its sole discretion, determine the number of contracts awarded, and may decide not to award any contracts. Bids shall be valid for a period of sixty (60) days from the date they are opened.

The City of Freeport is an Affirmative Action/Equal Opportunity Employer. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms are encouraged to submit bids.

1st Advertisement: The Facts, Thursday February 8, 2024

2nd Advertisement: The Facts, Thursday, February 15, 2024

For inquiries regarding this RFP, please contact Cathy Ezell, Finance Director by phone, 979-871-0107, or email, cezell@freeport.tx.us The deadline for inquiries is Thursday February 22, 2024 at 5:00 P.M.

**CITY OF FREEPORT
REQUEST FOR BIDS # 2024-03
City Hall Asbestos Abatement**

INSTRUCTIONS TO BIDDERS

READ THIS ENTIRE DOCUMENT CAREFULLY AND FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS STATED HEREIN. THE INSTRUCTIONS AND CONDITIONS APPLY TO ALL BIDS/PROPOSALS AND BECOME A PART OF THE TERMS AND CONDITIONS OF ANY BID/PROPOSAL SUBMITTED AND ANY AGREEMENT ENTERED SUBSEQUENT THERETO, UNLESS EXCEPTION IS TAKEN IN WRITING BY BIDDER WHEN SUBMITTING BID.

1. BIDS, PREPARATION AND SUBMITTAL

Bidders must utilize the Bid Form and must submit the original and four (4) copies of the sealed bid/written quote/proposal to the City Secretary prior to the response due date and time as described in the Invitation to Bidders. Failure to submit the additional copy may result in the bid being declared unresponsive to specification and may not be further evaluated.

Bidders must include any delivery fees in the prices submitted on the Bid Form. Additionally, Bidders should also be aware that the Contract provides for the automatic renewal of any awarded contract for one (1) additional year unless terminated in accordance with the provisions of the contract.

All figures must be written in ink or typed. Figures written in pencil or erasures are not acceptable. However, mistakes may be crossed out, corrections inserted and initialed in ink by the person signing the Bid Form. No oral, telegraphic, telephonic, e-mailed or facsimile bids will be considered. All bids must be submitted in a sealed envelope. Bidders must provide all documentation required with the bid response. Failure to provide this information may result in rejection of bid. For additional instructions related to bid preparation, please see the General Conditions of Bidding contained herein.

2. INTENT OF BID DOCUMENTS

Bidders should fully inform themselves as to all conditions and matters which can in any way affect the costs thereof. Should a bidder find discrepancies in, or omission from, the bid documents or should there be any doubt as to their meaning and intent they should notify the City at once and obtain clarification prior to submitting a bid.

The submission of a bid by Bidder shall be conclusive evidence that the Bidder is fully acquainted and satisfied as to character, quality and quantity of equipment to be furnished.

3. DELIVERY OF BIDS

Bids received prior to the time of the opening will be kept securely unopened. Bids received after the time specified in the Invitation to Bid shall be considered late and shall be returned unopened. The person whose duty it is to open the bids will decide when the specified time has arrived for the opening of the bids. No responsibility will be attached to an officer of the City for the premature opening of a bid not properly addressed and identified. No oral, telegraphic, telephonic, e-mailed or facsimile bids will be considered

5. SIGNATURES

All bid responses are required to be signed by an authorized representative of the bidding entity. Bid responses received unsigned will result in the bid being declared unresponsive to specification and may not be further evaluated.

6. BID ALTERATION/WITHDRAWAL

Bids cannot be altered or amended after the submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations, alteration, or erasure made before bid opening time. Bids may be withdrawn by written request signed by the bidder prior to the time fixed for bid opening; however, such written request must be received by the City in the normal course of business and prior to the time fixed for bid opening. Negligence on the part of the bidder in preparing the bid represents no right for withdrawal after the bid is opened. No bids may be withdrawn for a period of sixty (60) calendar days after opening of the bids.

7. DISQUALIFICATIONS OF BIDDERS

The bidders may be disqualified and their bids and proposals not considered for the following reasons, including, but not limited to:

- Reason for believing collusion exists between bidders.
- The bidder being an interested party in any litigation against the City.
- Failure to use the Bid Form furnished by the City.
- Failure to comply with any of the requirements contained herein.
- Lack of signature by an authorized representative on the Bid Form.
- Failure to properly complete the Bid Form.
- Bidder is indebted to the City.
- Communicating with an elected official regarding this bid or its award.

8. BID OPENINGS

All bids submitted will be opened publicly at the City Hall, at the date and time shown in the Invitation to Bidders. However, the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.

The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Freeport Purchasing Guidelines, and project documents, including, but not limited to, the project specifications and contract documents. The city will notify the successful bidder upon award of the contract, and, according to State law, all bids received will be available for inspection at that time, unless otherwise provided by law.

9. BASIS OF AWARD

It is the intent of the City to award the Contract to the bidder(s) submitting the most efficient and/or most economical for the City. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to re-tabulation. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids

The City of Freeport reserves the right to contact any offeror, or at any time, to clarify, verify or request information with regard to any bid. Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides goods and services specified herein at the best value for the City of Freeport in compliance with Section 252.043 of the Texas Local Government Code. The City reserves the right to waive any formality or irregularity, to make awards to more than one offeror, or to reject any or all bids.

The City anticipates awarding the contract by March 18, 2024. The recommended contractor will be notified prior to Council consideration of award.

The City anticipates awarding this project to one vendor.

10. BID TABULATION

Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed, stamped envelope with the bid. BID RESULTS WILL NOT BE GIVEN BY TELEPHONE. You may also download a copy on the City of Freeport's website from the Purchasing Page at www.ci.Freeport.tx.us.

11. PROTESTS

All protests regarding the bid solicitation process must be submitted in writing to the City within five (5) working days following the opening of the bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Texas Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Administrator within five (5) days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

GENERAL CONDITIONS OF BIDDING

This Bid does not commit the City of Freeport to award a contract or to pay any costs incurred as a result of preparing such a response. The City reserves the right to accept or reject any and all responses received in response to this request, to negotiate with all qualified respondents or to cancel in part or in its entirety this Bid if it is in the best interest of the City.

A contract based on the awarded bid will be executed. This should be considered and reflected in the bid.

BIDDING

1. **PRICING:** Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. "Discount from list" bids are not acceptable unless specifically requested in the bid.
2. **ERROR-QUANTITY:** Bids must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
3. **F.O.B./DAMAGE:** Quotations shall be bid freight on board (F.O.B.) delivered to the designated job site in Freeport, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.
4. **DELIVERY:** Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility or Job Site. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".
5. **DESCRIPTIONS:** Any reference to model and/or make/manufacturer used in bid/proposal specifications is descriptive, not restrictive. It is to be used to indicate the type and quality desired. Qualifications on items of like quality will be considered.
6. **EXCEPTIONS/SUBSTITUTIONS:** All submittals meeting the intent of this bid/request for proposal will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the qualifications. The absence of such a list shall indicate that the Bidder has not taken exceptions and shall hold the Bidder responsible to perform in strict accordance with the specifications of the invitation. The City of Freeport reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.

7. SPECIFICATION-SAMPLES: Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. **SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.**
8. TESTING: An agent so designated by the City, without expense to the City, may perform testing at the request of the City or any participating entity.
9. PROPRIETARY INFORMATION: If a bid/proposal contains proprietary information, the respondent must declare such information as proprietary if respondent does not want information to become public. Any proprietary information must be indicated in the index and clearly identified in the qualifications.
10. CORRESPONDENCE: This bid number must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this Invitation for Bid.
11. ADDENDA: Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Freeport Director of Public Works. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation for Bid. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.
12. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.
13. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. **TAX MUST NOT BE INCLUDED IN BID PRICING.** Tax exemption certificates will be executed by the City and furnished upon request by the Director of Finance.
14. BID SECURITY/BOND REQUIREMENTS: If required, a bid security of 5% shall be submitted with all construction bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions. A bid bond is **not** required for this bid.
15. CONTRACT: The contract term will begin when the contract is finally executed. The automatic renewal is based on mutual agreement, the contract allows for termination by either party. The contract provided is a Sample Contract. The City may consider modifications to this contract form the awarded contractor to final execution.
16. INQUIRIES: Any inquiries concerning the bid documents shall be addressed to Cathy Ezell, Finance Director, by telephone (979) 871-0107 or e-mail cezell@freeport.tx.us. **Any attempt on the part of a bidder or his representative to contact an elected official regarding this bid or its award will disqualify the bidder.**

CITY OF FREEPORT CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Freeport shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City, a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

Type of Contract

Type and amount of Insurance

Special Events

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage
Statutory Workers compensation insurance as required by state law
(If the contractor serves alcoholic beverages) Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.
(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars
(If automobile or limousine service is involved even if volunteers)

Automobile Liability with a minimum of \$1 Million Dollars combined single limit.

Public Works and Construction

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars Statutory Workers compensation insurance as required by state law

Professional Services

Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.
(If size or scope of project warrant)
Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

Exhibit B: Required BID Forms:

1. Bid Form
2. Bidder Information
3. Supplemental Information
4. References
5. System for Award Management (SAM) Verification
6. W-9
7. Conflict of Interest Questionnaire
8. Certification Regarding Lobbying
9. Disclosure of Lobbying Activities
10. Certificate of Interest Parties (Form 1295)

Bid Form

Bidder agrees to comply with all conditions below, attached specifications, and notes. Bidder has read and agrees to comply with all terms and conditions of invitation to bid. Purchases made for city use are exempt from the state sales tax and federal excise tax. Do not include taxes in your bid. Bidder guarantees product offered shall meet or exceed minimum specification identified in this invitation to bid.

Asbestos Containing Materials	Material Location	Removal Method	Price
Ceiling Tiles	Level 1 and Level 2 Designated Rooms and Areas – See Appendix C	1 or 2 or 6	
Pipe Fitting Insulation	Level 1 and 2 Renovation Areas – All Piping Located in Vaults, Chases, Air Handlers, including HVAC heater coils, small utility lines, Air Handling Units condensate lines – See Appendix C	1 or 2 or 3 or 6	
Pipe Run Insulation Mastic	Level 1 Vault and Pipe Chase Area – See Appendix C	1 or 2 or 3 or 6	
HVAC Unit Drip Pan and Seam Mastic	On Remaining Metal Drip Pans, Framing, and Seams of the Level 1 Evaporator Coils (2 HVAC Units) – See Appendix C	1 or 2 or 4 or 6	
Residual polyethylene sheeting and tape	Located throughout Level 1 and 2	Bagging and disposal as asbestos contaminated waste	
			Total Price

BIDDER INFORMATION

In submitting this Bid, Bidder represents the following:

- a. Bidder has examined copies of these bidding and contract documents and of the following Addenda (receipt of which is hereby acknowledged):

Addenda: _____

Date: _____ Signature: _____

- b. Bidder has familiarized itself with the nature and extent of these documents, and all local conditions and Laws and Regulations that in any manner may affect cost of fulfilling the terms of contract.
- c. Bidder has given the owner written notice of all conflict, errors, or discrepancies that it has discovered in these documents and the written resolution thereof by the City is acceptable to Bidder.
- d. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or titles of any group, association, organization or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other bidder or over the City.
- e. Bidder hereby certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final.
- f. This Bid will remain open and subject to acceptance for sixty (60) days after the day of Bid opening.

Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered and accepts all of the terms and conditions of the Invitation to Bid, Specifications, Instructions to Bidders, General Conditions for Bidding and any Special Conditions contained herein.

Bidder hereby certifies that, if this bid is accepted, the undersigned Bidder shall enter into a contract with the City of Freeport to furnish the services as specified or indicated in these Bid documents for the price indicated in this Bid and in accordance with the other terms and conditions of such contract documents.

BIDDER:

Company: _____

Address: _____

City, State & Zip _____

Telephone _____ E-mail _____

Printed Name: _____ Title: _____

Signature: _____ Date: _____

SUPPLEMENTAL INFORMATION

Texas Government Code Section 2252.002 Non-resident bidders. 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.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

2. Name and address of principal place of business, and phone number of your company’s majority owner:

3. Name and address of principal place of business, and phone number of your company’s ultimate parent company:

MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Freeport to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

REFERENCES

Please provide three references for similar services performed within the last three years:

1. Company: _____
Contact: _____
Phone #: _____
Email: _____

Description of services performed:

2. Company: _____
Contact: _____
Phone #: _____
Email: _____

Description of services performed:

3. Company: _____
Contact: _____
Phone #: _____
Email: _____

Description of services performed:

Submit Insert System for Award Management (SAM) record search for company name and company principal from <https://www.sam.gov/SAM/>

Example:

The screenshot shows the SAM.gov search results page. At the top, there is a navigation bar with the SAM logo and a 'Log In' button. Below the navigation bar is a menu with options: HOME, SEARCH RECORDS, DATA ACCESS, CHECK STATUS, ABOUT, and HELP. A red alert banner states: 'ALERT: SAM.gov will be down for scheduled maintenance Saturday, 02/15/2020 from 8:00 AM to 3:00 PM'. The main heading is 'Search Results', followed by a list of instructions. Below this, the current search terms are 'City of Freeport*'. The search results show 4 total records, with the first result displayed. The first result is for 'Entity: FREEPORT, CITY OF' with a status of 'Active'. It includes details such as DUNS: 102914806, CAGE Code: 617M3, Has Active Exclusion?: No, DoDAAC, Expiration Date: 06/05/2020, Debt Subject to Offset?: No, and Purpose of Registration: Federal Assistance Awards Only. A second result for the same entity is partially visible below.

View assistance for SAM.gov

SAM
SYSTEM FOR AWARD MANAGEMENT

A NEW WAY TO SIGN IN - If you already have a SAM account, use your **SAM email** for login.gov. **Log In**

[Login.gov FAQs](#)

HOME | **SEARCH RECORDS** | DATA ACCESS | CHECK STATUS | ABOUT | HELP

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 02/15/2020 from 8:00 AM to 3:00 PM

Search Results

- Your search results represent the broadest set of records that match your search criteria. You may get entity registration records that are still in progress or have been submitted, but not yet activated. Check the status of each record.
- Of note, some entities choose to opt out of public display. Even if they are registered in SAM, you will not see their entity registration records in a public search. You can only see them if you log in as Federal Government user.
- You can refine your search results. If you used the Quick Search, select the search filters on this page. If you used one of the Advanced Search options, select the Edit Search button.
- If you want to perform a new search, use the Clear button to remove your current search results. If you are logged in with your SAM User Account, you can save your search criteria to run again later using the Save Search button.
- NOTE:** Please read [this important message when searching for exclusion records](#).

Current Search Terms: City of Freeport*

Clear Search

Total records: 4 Save PDF Export Results Print

Result Page: 1 Sort by Relevance Order by Descending

FILTER RESULTS

By Record Status

Active

Inactive

By Record Type

Entity Registration

Exclusion

Apply Filters

Your search for City of Freeport* returned the following results...

Entity	FREEPORT, CITY OF	Status: Active
DUNS:	102914806	CAGE Code: 617M3
Has Active Exclusion?:	No	DoDAAC:
Expiration Date:	06/05/2020	Debt Subject to Offset?: No
Purpose of Registration:	Federal Assistance Awards Only	

Entity	FREEPORT, CITY OF	Status: Active
DUNS:	005598461	CAGE Code: 5CLE6
Has Active Exclusion?:	No	DoDAAC:

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

Certification Regarding Lobbying

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

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

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Date

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Bid (BID) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/bid control number assigned by the Federal agency). Included prefixes, e.g., "BID-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	Status of Federal Action: a. bid/offer/application ____ b. initial award c. post-award	Report Type: a. initial filing ____ b. material change
Name and Address of Reporting Entity: ____ Prime ____ Subawardee Tier____, if Known: Congressional District, if known:	If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.	

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.

(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

	§	CONTRACT BETWEEN THE
COUNTY OF BRAZORIA	§	CITY OF FREEPORT, TEXAS
	§	_____
STATE OF TEXAS	§	_____

This Contract made this _____, _____, by and between _____ (hereinafter referred to as "Contractor"), and the City of Freeport, Texas, 200 West Second Street, Freeport, Texas 77541 (hereinafter referred to as "City").

For and in consideration of the covenants and agreements contained herein, and of the mutual benefits to be obtained hereby, the parties agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

- 1.1. Contractor shall provide services in accordance with the terms and conditions of the Contractor's Bid in response thereto, (hereinafter "Contractor's Bid"), a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "A". The Contract consists of the following:
 - (a) This Contract by and between the City and Contractor (hereinafter "Contract");
 - (b) The City's Request for Bids (Exhibit "A").
 - (b) The Contractor's Bid (Exhibit "B").
- 1.2. In the event there exists a conflict between any of the terms, clauses, or phrases in the foregoing documents, priority of interpretation shall be in the following order: this Contract, Request for Bids, then Contractor's Bid. These documents shall be referred to collectively as "Contract Documents."

ARTICLE 2. SCOPE & DURATION OF CONTRACT

- 2.1. The Scope and duration are as laid out in Exhibit "A". The effective date of this Contract is the last date of execution by both parties.

ARTICLE 3. PRICE

- 3.1. Compensation for services provided hereunder shall be in an amount not to exceed Contractor's rates therefore as contained in BID, attached hereto as Exhibit "B."

ARTICLE 4. PERFORMANCE

- 4.1. MINIMUM STANDARDS FOR PERFORMANCE: The Contractor agrees to meet the following requirements:
 - A. Have adequate financial resources, or the ability to obtain such resources as required;
 - B. Be able to comply with the required or proposed delivery schedule;
 - C. Have a satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics; and

E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine Contractor's ability to meet these minimum standards listed above.

- 4.2. ASSIGNMENT: The Contractor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
- 4.3. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
- 4.4. PATENT RIGHTS: The Contractor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
- 4.5. ETHICS: The Contractor shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Freeport.

ARTICLE 5. PURCHASE ORDERS AND PAYMENT

- 5.1. PURCHASE ORDERS: A purchase order(s) shall be generated by the City to the successful Contractor. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
- 5.2. APPROPRIATION CLAUSE: The City of Freeport is a Texas home-rule municipal corporation operated and funded on an October 1 to September 30 basis. Accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
- 5.3. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. Tax exemption certificates will be executed by the City and furnished upon request by the Director of Finance.
- 5.4. PAYMENT TERMS: Payment terms are Net 30 upon receipt and acceptance by the City for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Texas Government Code. Prompt payment discounts may be used by the City in determining the lowest responsible bidder. Successful Contractor shall pay a subcontractor the appropriate share of the payment not later than the 10th day after the date the Contractor receives the payment.
- 5.5. RETAINAGE: Retainage of five percent shall be held from progress payments on Public Works contracts to be paid to the prime contractor upon final completion of the contract.
- 5.6. INVOICES: Invoices must be submitted by the Contractor to the City of Freeport, Finance Department, 200 West 2nd Street, Freeport, Texas 77541.

ARTICLE 6. GENERAL PROVISIONS

- 6.1. WARRANTY: Contractor warrants to the City that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or

permit otherwise. The Contractor further warrants that the work will conform to the requirements of the Contract Documents and will be free from defects. Work, materials or equipment not conforming to these requirements be considered defective. If required the City, the Contract shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

- 6.2. INTERLOCAL AGREEMENT: Contractor agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Brazoria County authorizing participation in a cooperative purchasing program. The Contractor may be asked to provide products/services, based upon bid price, to any other participant in which the City has entered into an Interlocal Agreement for purchasing.
- 6.3. AUDIT: The City reserves the right to audit the records and performance of the Contractor during the term of the contract and for three (3) years thereafter.
- 6.4. SAVE HARMESS: The Contractor shall defend, indemnify and save harmless the City and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any agent, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Contractor shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.
- 6.5. DEFAULT: The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the Contractor fails to: (1) meet scheduled performance or deadlines contained in Exhibit A; or (2) otherwise perform in accordance with these specifications.

In the event the successful Contractor shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, the City of Freeport shall give the successful Contractor written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the City within seven (7) working days of receipt of such notice by the successful Contractor, default will be declared and all the successful Contractor's rights shall terminate. Contractor, in submitting this bid, agrees that the City of Freeport shall not be liable to prosecution for damages in the event that the City declares the Contractor in default.

Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost to the defaulting Contractor.

- 6.6. ACCEPTABILITY: All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or

not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the City Manager who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the Contractor and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined at the sole discretion of the City Administrator or designated representative.

- 6.7. REMEDIES: The Contractor and the City agree that the City has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity. The Contractor and the City agree that the Contractor's rights, duties and remedies are limited to those set forth by statute regarding liability of Texas Municipalities.
- 6.8. VENUE: This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Brazoria County, Texas and the parties agree that any claim, dispute or request for relief under this contract shall exclusively be brought to the court or courts of Brazoria County, Texas.
- 6.9. SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
- 6.10. NO PROHIBITED INTEREST: The Contractor acknowledges and represents they are aware of the laws regarding conflicts of interest. In compliance with Local Government Code §176.006, as amended, all Contractors shall submit a completed conflict of interest questionnaire as provided herein with their bid submittal.
- 6.11. DECEPTIVE TRADE PRACTICES/UNFAIR BUSINESS PRACTICES: By submission of a bid response, the Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com. Code Chapter 17 or allegations of any unfair business practice in any administrative hearing or court suit that the Contractor has not been found to be liable for such practices in such proceedings.
- 6.12. FELONY CRIMINAL CONVICTIONS: The Contractor represents and warrants that neither the Contractor nor the Contractor's employees have been convicted, or have a pending felony criminal offense, or that, if such a conviction has occurred, the Contractor has fully advised the City of Freeport as to the facts and circumstances surrounding the conviction.
- 6.13. SEVERABILITY: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 6.14. FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a

reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- 6.15. TEXAS GOVERNMENT CODE CHAPTER 2270: Contractor verifies that it: (a) does not “boycott Israel”; and (b) will not “boycott Israel” during the term of this contract. For the purposes of this Section only, the terms “company” and “boycott Israel” have the meaning assigned by Texas Government Code Section 2270.001. Contractor’s obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2270 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this contract.
- 6.16. TEXAS GOVERNMENT CODE CHAPTER 2252: the Contractor represents and certifies that, at the time of execution of this Agreement neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.
- 6.17. DISPUTE RESOLUTION: The parties agree that they shall first attempt to resolve disputes hereunder by the use of non-binding mediation.
- 6.18. SAFETY: The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall promptly remedy damages and loss to property caused in whole or in part by the Contractor, its employees, agents, subcontractors, or by any other third party for whose acts the Contractor may be liable.

- 6.19. ENTIRE AGREEMENT: This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.
- 6.20. CONTRACT INTERPRETATION: Although this Contract is drafted by City, should any part be in dispute, the parties agree that the Contract shall not be construed more favorably for either party.
- 6.21. SUCCESSORS AND ASSIGNS: This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.
- 6.22. HEADINGS: The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

IN WITNESS WHEREOF, the parties have executed this Contract by signing below. The effective date of this Contract shall be the date of final execution.

CITY OF FREEPORT, TEXAS

By: _____
Printed Name: _____
Title: _____
Date: _____

ATTEST:

Betty Wells, City Secretary
City of Freeport, Texas

CONTRACTOR

By: _____
Printed Name: _____
Title: _____
Date: _____

ATTEST:

Printed Name: _____
Title: _____



SPECIFICATIONS FOR ASBESTOS ABATEMENT

(Issue Date: 2-1-2024)

Freeport City Hall
200 West 2nd Street
Freeport, Texas 77541

PROJECT NUMBER: 20997

Prepared by:

Alex Fuhrmann, Envirotest, LLC

DSHS Consultant License Number: 10-5629

Expiration Date: 4/7/2025

Please contact Alex Fuhrmann with any question concerning this specification document:

Email: afuhrmann@envirotestllc.com Cell: 832-435-0018

DSHS #: 10-5629; Expires: 4/7/2025

TABLE OF CONTENTS

PROJECT SYNOPSIS	1
CONTRACTOR'S SUPERVISORS AND WORKERS	2
SUBMITTALS AND SITE REQUIREMENTS	2
GENERAL INFORMATION	3
REQUIREMENTS	3
A. Site Investigation	3
B. Discrepancies	3
C. Insurance, Bonding, and Liquidated Damages	4
II. POST AWARD SUBMITTALS AND NOTICES	4
A. Prior to Commencement of Work	4
III. SITE SECURITY	5
A. Site Requirements	5
IV. EMERGENCY PLANNING	6
A. Requirements	6
V. PRE-CONSTRUCTION MEETING	7
A. Requirements	7
VI. SUPPORT FROM OWNER	8
A. Asbestos Program Manager	8
B. Asbestos Program Manager Duties and Responsibilities	8
C. Air Sampling Professional	9
VII. OSHA MONITORING	9
A. Requirements	9
VIII. AREA MONITORING	10
IX. Clearance Procedures	10
<u>DETAILED SCOPE OF WORK</u>	12
MATERIALS AND EQUIPMENT	18
I. Materials	18
A. General	18
B. Surfactants & Encapsulants	19

II. Equipment	20
A. General	20
B. Substitutions	22
TECHNICAL SPECIFICATIONS	23
I. PREPARATION	23
A. General	23
B. Worker Decontamination	26
C. Waste Container Airlock	28
D. Emergency Exits	28
E. Barrier Inspection	28
F. Barrier Testing	29
G. Prerequisites to the Commencement of Work	30
H. Alternative Procedures	30
I. Workplace Entry and Exit Procedures	30
II. PERSONNEL PROTECTION REQUIREMENTS	32
A. Training	32
B. Respiratory Protection	32
C. Fit Testing	33
D. Protective Clothing	33
III. REMOVAL PROCEDURES	34
A. General	34
IV. CLEAN-UP PROCEDURES	35
A. General	35
V. CLEARANCE AIR MONITORING	37
A. General	37
VI. GLOVEBAG PROCEDURE	38
A. General	38
B. Procedure	38
VII. FLOOR TILE REMOVAL PROCEDURE	40
A. General RFCI Method Only	40
B. Procedures	40
VIII. DISPOSAL PROCEDURES	41
A. Staging Waste	41
B. Disposal Site	41
C. Transportation to the Landfill	41
D. Disposal at the Landfill	42
IX. PROJECT COMPLETION	43
A. General Requirements	43

APPENDIX A: DEFINITIONS

**APPENDIX B: APPLICABLE STANDARDS AND
GUIDELINES**

**APPENDIX C: ASBESTOS MATERIAL REMOVAL
LOCATION DIAGRAMS**

PROJECT SYNOPSIS

Project Location: Freeport City Hall, 200 West 2nd Street, Freeport, Texas 77541

Owner's Representative: City of Freeport

Designated Consultant: Alex Fuhrmann, Envirotest, LLC

Project Overview: Removal and disposal of asbestos-containing ceiling tiles, pipe insulation mastic, pipe fitting insulation, and air handler mastics on Level 1 and 2. Bagging and disposal of residual poly located on Levels 1 and 2.

Notification responsibility of: Asbestos Abatement Contractor

Respiratory protection: Half-face air purifying respirator, minimum, eye protection recommended for all work above eye level.

Methods of removal: See Detailed Scope of Work (pages 12-17).

Time constraints: Per Client Requirements

OSHA monitoring is provided by: Contractor

Non-friable ACM disposal: All non-friable ACM must be disposed of as regulated asbestos waste.

Alex Fuhrmann

DSHS #: 10-5629: Expires: 4/7/2025

1

CONTRACTOR'S SUPERVISORS AND WORKERS

Envirotest reserves the right to remove any of the Contractor's workers or supervisors from the project. If requested by Envirotest, the Contractor will immediately remove and replace any worker or supervisor. If the supervisor is removed from the site, all work will stop until a replacement supervisor is on-site. By bidding the work identified in these specifications, the Contractor agrees that Envirotest, LLC has the sole right, without any recourse by the Contractor, to designate persons for replacement.

SUBMITTALS AND SITE REQUIREMENTS

If the Contractor fails to submit all requested information or provide all requested materials or site preparation, work may not begin and/ or all work will be stopped. The Contractor will receive no additional time to complete the project for any work stoppages for any reason by the Designated Consultant or Owner.

Alex Finkman

DSHS #: 10-5629: Expires: 4/7/2025

2

GENERAL INFORMATION

REQUIREMENTS

A. Site Investigation

1. By starting this project, the Contractor acknowledges that he has investigated and satisfied himself as to:
 - a. The conditions affecting the work, including but not limited to physical conditions of the site that may bear upon site access, handling and storage of tools and materials, access to water, electric or other utilities that might otherwise affect performance of required activities.
 - b. The character and quantity of all surface and subsurface materials or obstacles to be encountered in so far as this information is reasonably ascertainable from an inspection of the site, including exploratory work done by the Owner or Designated Consultant, as well as information presented in drawings and specifications included with this contract.
 - c. Federal, State, and local laws and regulations that may affect cost, progress and performance of the work.

B. Discrepancies

1. Explanations desired by a prospective Bidder regarding the contract, drawing, specifications, or other bid documents shall be requested in writing from the Owner's Designated Consultant.
2. ORAL EXPLANATIONS OR INSTRUCTION WILL NOT BE BINDING. ONLY WRITTEN ADDENDA ARE BINDING. The Bidder shall acknowledge the receipt of all addenda.
3. Once the contract is awarded and signed, if the Owner or Designated Consultant permits the Contractor to use any of the Owner's equipment, tools, or facilities, such use will be gratuitous and the Contractor shall release the Owner from any and all liability or responsibility arising from claims for personal injuries, including death, arising out of the use of such equipment, tools, or facilities irrespective of the condition thereof or any negligence (alleged or

Alex Furman

DSHS #: 10-5629: Expires: 4/7/2025

3

real) on the part of the Owner or Designated Consultant in permitting said use.

C. Insurance, Bonding, and Liquidated Damages

1. Insurance - requirements are, as a minimum, those required by the State of Texas Department of Health for asbestos contractor license requirements as defined in the Texas Asbestos Health Protection Rules, Texas Civil Statutes, Article 4477-3a (as amended), Section 12. A certificate of insurance naming the Owner and the Designated Consultant as additional insured's (with waiver of subrogation rights) shall be issued to the Owner and the Designated Consultant three working days prior to the start of work. The certificate of insurance should have a 10-day notice of cancellation and be signed by your insurance agent.

Additionally, this project requires: (Minimum)

General Liability - Bodily Injury & Property Damage - \$ 1,000,000.00 limits.

Automobile Liability - Bodily Injury & Property Damage - \$1,000,000.00

Workmen's Compensation - Statutory limits.

Umbrella Policy - \$ 2,000,000.00 limits or City of Freeport Requirements.

Specific coverage for asbestos liability (occurrence form) \$1,000,000.00

2. Bid Bond is required to be submitted with bid in the amount of 5% of bid amount.
3. Performance and Payment Bonds in favor of the City of Freeport in the amount of 100% of the contract amount, will be required of the successful contractor prior to the award of the contract, if the contract exceeds \$100,000.00

II. POST AWARD SUBMITTALS AND NOTICES

A. Prior to Commencement of Work

1. Contractor shall submit documentation satisfactory to the Designated Consultant that all of the Contractor's work force is properly trained, licensed, and have current medical examinations.

Alex Furman

DSHS #: 10-5629: Expires: 4/7/2025

2. When rental equipment is to be used in abatement areas, a written notification concerning intended use of the rental equipment must be provided to the rental agency with a copy submitted to the Designated Consultant prior to rental of said equipment.
3. Submit, to the Designated Consultant, documentation of respirator fit testing for all Contractor employees and visitors who must enter the work area. This fit testing shall be in accordance with quantitative procedures as detailed in the OSHA 29 CFR 1926.1101, Qualitative and Quantitative Fit Test Procedures.

B. Following Abatement Activities

1. Submit, to the Owner, copies of all transport manifests, trip tickets, and disposal receipts for all asbestos waste materials removed from the work area during the abatement process.
2. Submit, to the Owner, daily copies of worksite entry logbooks with information on worker and visitor access.
3. Submit, to the Owner, logs documenting filter changes on respirators, HEPA vacuums, negative pressure ventilation units, and other engineering controls.
4. Submit results of OSHA air sampling data collected by Contractor during the course of the abatement.

III. SITE SECURITY

A. Site Requirements

1. The work area is restricted and only authorized, trained, medically fit and protected personnel may enter the work area. These may include the Contractor's employees, approved Owner representatives, State and local inspectors and any other Owner-designated individuals. A list of authorized personnel shall be established prior to commencement of job and be posted in the clean room of the worker decontamination facility or at the work site documentation desk.
2. Entry into the work area by unauthorized individuals is prohibited. Any attempt at unauthorized entry shall be reported immediately to the Owner and/or Designated Consultant by Contractor.

3. A logbook shall be maintained in the clean-room area outside the containment. Those who enter the work area must record name, work affiliation, time in, time out, respiratory fit test, and purpose of entry and be pre-approved for entry.
4. Access to the work area shall be through a single worker decontamination system located at the entrance to the containment area. All other means of access (doors, windows, hallways, etc.) shall be blocked, or locked, and have proper signage to prevent entry to or from the work area. The only exceptions are the waste pass-out airlock, which shall be sealed except during the removal of containerized asbestos waste from the work area, and EMERGENCY EXITS IN CASE OF FIRE OR ACCIDENT. Emergency exits shall NOT be locked from the inside. However, they shall be sealed with polyethylene sheeting and taped on the outside and inside until needed. Emergency exits will be clearly marked as such.
5. Contractor shall control work site security during abatement actions whenever possible to protect work efforts and equipment.

IV. EMERGENCY PLANNING

A. Requirements

1. Emergency planning shall be developed prior to abatement initiation.
2. Emergency procedures for Contractor's employees shall be in written form and prominently posted in a clean area. Prior to entering the work area, every individual must read and sign these procedures, acknowledging receipt and understanding of work site layout, location of emergency exits, and emergency procedures.
3. Emergency planning shall include consideration of fire, explosion, toxic atmospheres, electrical hazards, slips, trips and falls, confined spaces, and heat related injuries. Written procedures shall be developed and employee training in procedures shall be provided by the Contractor in a manner to satisfy OSHA, EPA, state and local Health Departments.
4. Employees shall be trained in evacuation procedures in the event of workplace emergencies. For non-life-threatening situations, employees injured or otherwise incapacitated, shall decontaminate following normal procedures with assistance from fellow workers, if necessary, before exiting the workplace to obtain proper medical treatment. For life-threatening injury or illness, worker

Alex Fuhman

DSHS #: 10-5629: Expires: 4/7/2025

6

decontamination shall take least priority after measures to stabilize the injured worker, remove him from the workplace and secure proper medical treatment.

5. Telephone numbers of all emergency response personnel shall be prominently posted in a clean area and equipment room, along with the location of the nearest telephone. Contractor must have on site, a complete first-aid medical kit that can stabilize burns, cuts, punctures, and other injuries.

V. PRE-CONSTRUCTION MEETING

A. Requirements

1. The successful Bidder may attend a pre-construction meeting at the time and place designated by the Owner. Attending this meeting will be representatives of both the Owner and the Designated Consultant.
2. The Contractor and all supervisory personnel who will provide on-site direction of the abatement activities may attend.
3. The Contractor shall be prepared to provide detailed information, drawings and documentation concerning:
 - a. Preparation of work area.
 - b. Personal protective equipment, including respiratory protection and protective clothing.
 - c. Employees who will participate in the project, including delineation of experience, training, and assigned responsibilities during the project, current medical certification, and current training certificates from a fully EPA accredited training facility.
 - d. Decontamination procedures for personnel, work area and equipment.
 - e. Abatement methods and procedures to be utilized.
 - f. Procedures for handling transportation and disposal of waste materials.
 - g. Procedures for final decontamination and cleanup prior to requesting clean air testing from Owner's designated representative.

Alex Fuhman

DSHS #: 10-5629: Expires: 4/7/2025

7

- h. A sequence of work and performance schedule in a bar chart style.
- i. Procedures for dealing with heat stress.
- j. Emergency procedures and contingency plans.
- k. A copy of Contractor's current asbestos abatement contractor's license from the State of Texas must be on the job site at all times.
- l. No work will be performed if current license is not on site.

VI. SUPPORT FROM OWNER

A. Asbestos Program Manager

An Asbestos Program Manager shall be provided by the Owner to oversee the abatement project and to observe compliance with all contract specifications. The Asbestos Program Manager shall have the authority to stop any job activities not being performed in accordance with applicable regulations or guidelines, or the requirements of this specification, or if work is judged to be improperly or unsafely performed by the Contractor. These shall be reported to the Owner with a description of the activity, the reason for stopping work and alternatives for correcting the problem. No additional time to complete the contract will be granted because of work stoppages.

B. Asbestos Program Manager Duties and Responsibilities

The following action items are delegated by the licensed asbestos consultant to the Envirotest on-site project manager and/or project monitor, per the Texas Asbestos Health Protection Rules (TAHPR).

Review all associated inspection reports and project asbestos removal specifications prior to the start of the project. Review licensing and training records of the abatement contractor on-site personnel. Maintain Envirotest site records as required by TAHPR. Assess the site conditions for major changes since completion of the asbestos inspection. Monitor the site and project conditions for obvious safety hazards and or changing conditions which will require proper response and or corrective action(s).

Recommend to the asbestos consultant amendments and or changes to the asbestos abatement specifications and plans. Report the discovery of all

Alex Fuhman

DSHS #: 10-5629: Expires: 4/7/2025

suspect asbestos-containing materials which were not included in the asbestos removal specifications. Document changes in quantities and or locations for materials listed in the asbestos removal specifications. Assist the asbestos consultant in the development of an asbestos exposure assessment.

Assess the engineering controls through-out the project used by the abatement contractor and determine if there are any deficiencies when compared to the required site abatement specifications. Complete periodic visual inspections of all critical barriers throughout the negative pressure work areas, and or when a potential for changes in the work area exist. Document and report to the contractor supervisor any required repairs, adjustments, or changes to the project engineering controls.

Conduct a visual inspection prior to clearance sampling for any work areas, at the request of the abatement contractor supervisor. Document the pass or failure of the visual inspection, and all require response actions. Conduct a final visual inspection of the work area after the engineering controls have been removed. Provide recommendations to the contractor for any final cleaning required after the removal of engineering controls.

The asbestos consultant for this project delegates the visual inspections to any the following Envirotest Project Managers: Paul Kass, Richard Rowland, Wayne Pflughaupt, Michael Lozano, Sampath Uswaththa, Martin Medina Jr., Brad VanTassell, Angel Ortiz, and/or David Martinez.

C. Air Sampling Professional

An Air Sampling Professional shall be provided by the Owner to conduct all area and clearance air monitoring as required by Federal Regulations and in accordance with NIOSH Method 7400, Phase Contrast Microscopy (PCM) air monitoring, and aggressive Transmission Electron Microscopy (TEM) final clearance air monitoring, where applicable.

VII. OSHA MONITORING

A. Requirements

1. The Contractor will ensure that a minimum of 25% of his work force is monitored daily. No suspension of monitoring is allowed for Class I work.

Alex Fuhman

DSHS #: 10-5629: Expires: 4/7/2025

2. All samples will be analyzed and posted within 24 hours of collection. Calculations will include 8-hour time weighted averages. Short-term excursion limit samples (30 minute) will be collected daily.

VIII. AREA MONITORING

Air samples will be collected, at a minimum, from the following locations:

Baseline samples: minimum of three; greater than 1250 liters in air volume.

Ambient area samples during abatement:

- 1) Negative air unit discharge(s).
- 2) Immediately outside the entrance to the decontamination unit.
- 3) Immediately outside the entrance to the bag-out chamber.
- 4) Inside containment.
- 5) Outside containment but inside the building (if applicable).

Area samples must be collected at flow rates sufficiently high to obtain volumes in excess of 500 liters when possible.

If RFCI removal activities are utilized, Envirotest recommends that post remediation air sampling be conducted in and around the work area. Post remediation air samples should be at or below the baseline air sample fiber concentration.

Clearance samples: (Containment work areas)

After visual inspection has passed, a minimum of two (2) PCM clearance air samples will be collected and analyzed for each mini-containment. Small containments will require three (3) or more air samples to be collected and analyzed. Samples will be collected using aggressive air with greater than 1250 liters of air for all air samples. For all air samples, flow rate must not equal or exceed 16 LPM for PCM. Clearance level is less than <0.01 fibers/cc (PCM samples).

IX. Clearance Procedures

The following procedures will be followed for the Clearance Visual and Clearance Air Monitoring:

Alex Fuhman

DSHS #: 10-5629: Expires: 4/7/2025

10

1. The containment must continue to have negative pressure maintained, only one layer of poly remaining, and the encapsulant shall not have been applied.
2. The Contractor's supervisor will perform a visual inspection to ensure that all ACM has been removed, the containment and all surfaces are free of all visible debris, and all tools, materials, and bags have been removed from the containment.
3. The Contractor's supervisor will ask the Designated Consultant or Designated Consultant's representative for a visual inspection.
4. The Contractor's supervisor will perform the final visual inspection with the Designated Consultant. If debris is found, a second cleaning of the entire containment is required. Repeat steps 1 through 4 until the visual inspection passes.
5. Upon passing the visual inspection, the Contractor will apply an encapsulant. The encapsulant will be colored. Final air sampling will not be started until all encapsulant is dry. The Designated Consultant or Designated Consultant's representative may require a waiting period of up to 24 hours after encapsulant has been applied and before the start of clearance samples.
6. If the containment does not pass specified clearance levels, start clearance procedures again. Following passing results for the clearance samples, the containment will be removed. During the removal process, the Contractor's supervisor will directly observe the removal of all poly and check all areas for the possibility of debris behind the poly. Amended water and HEPA vacuums will be used to remove any debris. The Designated Consultant or Designated Consultant's representative will be immediately notified of any debris.

DETAILED SCOPE OF WORK

Summary of Asbestos Containing Materials and Removal Methods

ASBESTOS CONTAINING MATERIAL	MATERIAL LOCATION	REMOVAL METHODS
Ceiling Tiles	Level 1 and Level 2 Designated Rooms and Areas – See Appendix C	1 or 2 or 6
Pipe Fitting Insulation	Level 1 and 2 Renovation Areas – All Piping Located in Vaults, Chases, Air Handlers, including HVAC heater coils, small utility lines, Air Handling Units condensate lines – See Appendix C	1 or 2 or 3 or 6
Pipe Run Insulation Mastic	Level 1 Vault and Pipe Chase Area – See Appendix C	1 or 2 or 3 or 6
HVAC Unit Drip Pan and Seam Mastic	On Remaining Metal Drip Pans, Framing, and Seams of the Level 1 Evaporator Coils (2 HVAC Units) – See Appendix C	1 or 2 or 4 or 6
Residual polyethylene sheeting and tape	Located throughout Level 1 and 2	Bagging and disposal as asbestos-contaminated waste
Fireproofing	(None in Scope of Work)	1 or 6
HVAC Ductwork Insulation Mastic	(None in Scope of Work)	1 or 2 or 3 or 4 or 6
HVAC Ductwork Vibration Dampener	(None in Scope of Work)	1 or 2 or 6
Floor Tile, Floor Tile Mastic, and Residual Floor Mastic	(None in Scope of Work)	1 or 2 or 5 or 6
Exterior Window Caulk	(None in Scope of Work)	(N/A)

Removal Procedures

Based upon discussions with the City of Freeport representatives, the asbestos-containing materials impacted by the planned renovations will be removed. This abatement project currently does not have a confirmed start or confirmed completion date at this time.

Alex Furman

DSHS #: 10-5629: Expires: 4/7/2025

The abatement project consists of the removal and disposal of the asbestos-containing ceiling tiles, asbestos-containing pipe fitting insulation, and asbestos-containing pipe run insulation mastic, and asbestos mastics located on the remaining evaporator coils of two air handlers units. All residual poly which was left behind by the previous abatement contractor will require bagging and disposal as asbestos-contaminated waste.

Encapsulation of the abatement areas will be allowed but will not be required as long as the work area passes a final clearance visual inspection. The abatement contractor is responsible for all disconnect, isolation, wrapping, and/or protection of all ceiling mounted light fixtures, speakers, exit signs, and fire detection devices during the abatement process. The abatement contractor is responsible for installation of all electrical service panels to be used during the asbestos removal process. The abatement contractor is responsible for providing temporary lighting for all work activities. The abatement contractor is responsible for protection of all glass surfaces present on windows, doors, and on walls. Special protection should be utilized on all water sensitive electronic devices.

The abatement contractor is responsible for the protection of all non-movable items located in the containment work area. Additional surface protection may be required on the stationary items located in the containment work area. The abatement contractor will be responsible for the disposal of all debris from the work areas, which includes all asbestos and non-asbestos construction debris materials.

Removal of the non-asbestos ceiling tiles will be required to access the asbestos-containing materials above the ceiling. The non-asbestos ceiling tiles scheduled for demolition may be disposed of as regular construction debris, if these ceiling tile materials do not show evidence of asbestos contamination.

Negative air machine exhaust may be vented into the south stairwell and former teller tunnel areas. There are currently no plans to remove windows for the negative air machine exhaust.

This project will be completed under the guidelines of all federal, state and local regulations regarding the removal of asbestos-containing materials. Final clearance for this project will utilize Phase Contrast Microscopy Methods. The abatement contractor must include a time allowance for the PCM clearance testing of containments after final cleaning. OSHA Compliance Air Monitoring will be the responsibility of the Contractor, per the OSHA monitoring section of this document. All approved removal methods are listed on the following pages.

Approved Asbestos Removal Methods

1): Negative Pressure Containment Method

Prior to bulk removal, critical barriers are to be erected. The on-site competent person may decide on the location of the make-up air influx into the negative pressure containments. Make-up air intakes will not require a critical barrier. Non-moveable objects are to be wrapped in a minimum of one layer of 6-mil true thickness poly. Floors are to be covered with a minimum of 2 layers of 6-mil true thickness poly. Walls are to be covered with a minimum of 2 layers of 4-mil true thickness poly. All walls and ceilings erected as critical barriers are to be a minimum of 2 layers of 6-mil true thickness poly. Ceiling poly used as a critical barrier over an existing ceiling surface may be one layer of 6-mil true thickness poly. Additional poly may be required to protect ceiling mounted light fixtures or other electronic components during the removal process.

Alex Fuhman

DSHS #: 10-5629: Expires: 4/7/2025

13

An attached wet decontamination unit with negative pressure HEPA filtration should be utilized for each containment, unless site conditions require a remote decontamination unit. No additional wall poly or ceiling poly is required if greater than 0.02 inches of water column pressure differential is obtained and maintained by manometric measurements. Diminished negative pressure (below -0.02 inches) will be acceptable during non-working hours. Diminished negative pressure may be required to secure the building during non-working hours.

2): Mini-Containment Method

Critical barriers will be erected. Floors will be covered with two (2) layers of 6 mil poly. All walls and ceilings which are erected as critical air barrier walls must consist of two (2) layers of 6-mil true thickness poly. Wet methods are to be utilized and no visible emissions shall be permitted. Poly should be placed on all egress floor areas associated with mini-containments. A remote decontamination unit may be used for the mini-containments. Workers should double suit, remove the outside suit when finishing the first mini-containment, the don new disposable coveralls when egressing from one mini-containment area to the next. Tools may be bagged for transport to the next containment in lieu of decontamination. All egress poly should be wet wiped and disposed of at the end of the work shift. Mini-containments will be cleared utilizing two PCM air samples unless the air inside can be evacuated and the containment collapsed. A HEPA vacuum may be used for negative pressure when utilizing a mini-containment.

3): Glove Bag Removal Method

The enclosure for the removal of asbestos-containing materials located on piping and/or ductwork shall consist of the following: Appropriate size 6 mil polyethylene “glove bag” applied and utilized according to EPA regulations. One layer of 6-mil polyethylene sheeting shall be the minimum protection on the flooring and surfaces under glove bag work. (See Glove Bag Removal Section VI of the technical specifications for details on glove bag activities.)

4): Component Removal Method

Selective building components may be removed intact, as long as the asbestos-containing materials are not disturbed during the component removal process. A regulated area should be established prior to removal by properly marking the work area with the appropriate warning signs and/or barrier tape. A remote decontamination unit will be available for workers when the removal is completed. During component removal, the building component must be removed intact to ensure the asbestos material is not disturbed. During this process the items should be removed (unhinged, cut, moved, unbolted, or unscrewed) in a fashion does not disturb the asbestos-containing materials. Upon completion, these items should be wrapped in two layers of 6-mil poly and disposed of as asbestos-containing waste. If the building component is broken and asbestos-containing materials become disturbed or damaged during this process, component removal must stop and an alternative removal method must be used. Workers must wear respiratory protection and disposable clothing during component removal as a precaution.

5): RFCI Removal Method

RFCI removal methods may be used on single layered floor tile and/or floor mastic when deemed appropriate by both Envirotest and the designated abatement contractor. Floor tiles must remain intact during this removal process. RFCI removal may not be used on multiple-layered flooring systems.

If rotary machines are used for the mastic removal, then splashguards should be utilized on walls and adjoining floors. HEPA machine ventilation exhausted to the exterior of the building is recommended for odor control during RFCI removal of mastics. In addition, if a solvent is used for floor tile mastic removal, it must have a flash point greater than 140 degrees Fahrenheit. MSDS for this material must be on-site. Respiratory requirements for this material must be followed (organic cartridges). Proper respiratory protection for all workers is required. A copy of the latest RFCI removal methods must be on site. All workers and the supervisor must have the proper RFCI training documentation on site. RFCI removal must also be listed on the 10-day notification.

6): Cleaning of Asbestos-Containing Debris

Asbestos-containing debris, which is less than 3 square or 3 linear feet of friable asbestos debris, may be cleaned and/or removed utilizing wet methods and HEPA vacuuming. Loose debris which is too large for the HEPA vacuum may be carefully picked up and properly bagged after wetting. A regulated area should be established prior to debris clean-up, and all workers must wear proper PPE.

Remote Decontamination Unit

A remote decontamination unit may be used only if a full decontamination unit cannot be attached to each individual containment work area. Each work area should have at minimum an equipment room. This equipment room must be equipped with a HEPA vacuum which can be used to clean off all loose and visible debris from the worker's clothing. Wet towels or spray devices must also be available for the exterior wet wiping of respirators, hard hats, boots, and other safety equipment. After wet wiping and cleaning of all loose visible debris, the workers shall don a "clean" suit over their "dirty" suit before egressing to the remote decontamination unit for full decontamination procedures. Workers may also wear two layers of disposable suits during abatement activities, and then remove the outer suit in lieu of the HEPA vacuum cleaning. The workers would then don the "clean" suit over the remaining suit before exiting the equipment room and traveling to the remote decontamination unit. A water catch basin is also recommended for the equipment room.

Bag-out Chamber Requirements

Workers should avoid transporting contaminated items through the decontamination unit, this includes contaminated tools, extra supplies, and any bagged debris. Unless the air-tight sealed debris is stored inside the containment work area, a bag-out chamber will be required for the containments. The bag-out chamber should allow for double bagging and debris labeling activities, along with room for carts and/or lifts used to transport sealed debris. If sealed debris is temporarily stored inside the work area, the temporary storage area should be poly lined and free of any loose or unbagged debris. If the temporary storage area is located inside part of the removal area, then a visual inspection of this area by the licensed project manager must be completed prior to installation of the floor poly for the storage area. Access to the stored debris area must be made available to DSHS inspectors. The debris storage area must remain undisturbed during final clearance sampling activities. The use of elevators for moving bagged debris is allowed. Designated elevator cars will be available for moving a properly bagged debris. Scheduling of these activities should be coordinated with the City of Freeport representatives and the Envirotest project manager. Debris should be placed in a poly lined carts and covered with poly prior to being placed inside the elevator car.

Additional Requirements

Confined space entry is required for the Level 1 crawlspace piping. The requirements for this confined space entry can be found in OSHA 1910.146. The OSHA standard includes the following: implementing a written confined space program, conducting atmospheric testing before entry, providing appropriate training for employees entering confined spaces, implementing measures for safe entry and exit, utilizing permits for entry into confined spaces, implementing rescue procedures and equipment.

An Envirotest Project Manager must be present at this project site whenever abatement activity work is performed. This includes, but is not limited to, preparation work and work area teardown after achieving final air clearance. The Asbestos Consultant for this project has delegated the visual inspections to the project managers assigned to the abatement project. Refer to section VI, A-B of this document for detailed information.

Negative air machines that are utilized for the purpose of HEPA filtration shall be placed directly in the wall of the containment. If this is not feasible, then flex duct, which may have unfiltered airflow extending to and/or from negative air machines, shall be entirely wrapped in 2 layers of 6-mil true thickness poly and sealed with duct tape.

Negative air machine exhaust should be vented to the exterior of the building if possible. Currently, no window removal is scheduled for exhaust air purposes. It is anticipated that negative air machine exhaust will be directed to the south stairwell and the southwest teller tunnel area.

Fire-resistant poly is recommended for this project. Ground fault circuit interrupters are required for all electrical equipment used in the asbestos abatement work areas.

A DSHS licensed supervisor must be present at this project site whenever abatement activity work is performed. This includes, but is not limited to, preparation work and work area teardown after achieving final air clearance. The Contractor shall supply the Designated Consultant's representative and any visitors who need access to the regulated area with the proper PPE (tyvek suits and air purifying respirators).

Alex Finkman

DSHS #: 10-5629: Expires: 4/7/2025

16

PROJECT DRAWING

Contractor is to submit a proposed site map drawing showing locations of decontamination facilities, HEPA-filtered negative air machines (sizes and locations), the bag-out facility, and debris storage locations. The asbestos Consultant will review the drawings and sign off on an agreed version. Alternatively, the designated Project Manager assigned to the project may also perform this function. He shall call the Consultant and confer with him before signing the drawing on his behalf. This applies to modifications of drawings as well. The location of asbestos materials to be removed can be found in the diagrams located in Appendix C of this document. If additional suspect materials are discovered during the renovation process, these materials should be assumed to contain asbestos, unless testing proves otherwise.

Alex Finkman

DSHS #: 10-5629: Expires: 4/7/2025

17

MATERIALS AND EQUIPMENT

I. Materials

A. General

1. Deliver all materials in the original packages, containers or bundles bearing the name of the manufacturer and the brand name (where applicable and practical).
2. Damaged, deteriorating or previously used materials shall not be used and shall be removed from the worksite and disposed of properly.
3. Polyethylene sheeting for walls and stationary objects, at least two layers, shall be a minimum of 4-mil thick unless prior approval from Designated Consultant has been received by Contractor. For floors and all other uses, sheeting of at least 6-mil thickness shall be used in widths selected to minimize the frequency of joints. The Contractor should consider utilizing additional layers of poly if flooring consists of carpet and/or hard wood.
4. Polyethylene sheeting utilized for worker decontamination enclosure shall be opaque white or black in color.
5. Outer disposal bags shall be of 6 mil polyethylene, preprinted with labels as required by EPA regulation 40 CFR 61.152 (b) or OSHA requirements 29 CFR 1910.1001 (j) and 29 CFR 1926.1101 (k) or latest ruling.
6. Provide Danger signs as required by OSHA 29 CFR 1910.1001 (j) or 29 CFR 1926.1101 (k) or latest rule.

B. Surfactants & Encapsulants

1. Surfactant (wetting agent) shall be a commercially available product specifically formulated for the asbestos industry, or a non-carcinogenic equivalent.
2. Following removal of asbestos-containing materials, the cleaned surface will be sprayed with a bridging type encapsulant, which shall conform to at least the following characteristics:
 - a. Encapsulants shall NOT BE SOLVENT-BASED or utilize a vehicle (the liquid in which the solid parts of the encapsulant are suspended) consisting of hydrocarbons. NO PETROLEUM BASED PRODUCTS ARE ALLOWED.
 - b. Encapsulants shall be non-flammable.
 - c. Encapsulation materials shall be bridging type unless prior written approval is obtained from the Designated Consultant.
 - d. Encapsulants shall be sprayed using airless spray equipment.
 - e. The nature of the encapsulant may affect the requirements for respiratory protection. Vapors that may be given off during encapsulant application must be taken into account when selecting respirators.
 - f. It is the Contractor's responsibility to ensure that the encapsulant utilized will be compatible with materials later applied to the same surface.

II. Equipment

A. General

1. A sufficient quantity of negative pressure ventilation units equipped with HEPA filters and operated in accordance with ANSI 29.2-79 (local exhaust ventilation requirements) and EPA Guidance Document, EPA 560/5-85-024, Guidance for Controlling Friable Asbestos-Containing Materials in Buildings; Recommended Specifications and Operating Procedures For the Use of Negative Pressure Systems for Asbestos Abatement shall be utilized so as to provide a minimum of one workplace air change every 15 minutes.
2. Air-purifying respirators with dual high-efficiency (HEPA) filters may be utilized during work area preparation activities. Powered-air-purifying respirators equipped with HEPA filter(s) and full-face piece will be used for abatement work until the completion of final clearance sampling. If the fiber concentration in the workers masks exceeds 0.01 f/cc, then the required respirator protection will be full-face Type-C respirators. Respirators that have been tested and approved by the National Institute of Occupational Safety and Health (NIOSH) and MSHA for use in asbestos contaminated atmospheres shall be provided. The Designated Consultant may vary from this requirement.
3. Compressed air system shall be designed to provide air volumes and pressure to accommodate respirator manufacturer's specifications. The compressed air system shall have a receiver of adequate capacity to allow at least fifteen (15) minutes escape time from contaminated areas for all respirator users in the event of compressor failure. Compressors must have an in-line carbon monoxide monitor and alarm and high temperature alarm. Periodic inspection of the carbon monoxide monitor must be evidenced and documented at least twice per shift. Documentation of adequacy of compressed air systems/respiratory protection system must be retained on site. This documentation shall include a list of compatible components with the maximum number and type of respirators that may be used with the system. Periodic testing of compressed air shall ensure that systems provide air of sufficient quality (Grade D breathing air) as described in Compressed Gas Association Commodity Specifications.

4. Full body disposable protective clothing, including head, body and foot coverings consisting of material impenetrable by asbestos fibers (Tyvek or equivalent) shall be provided to all workers and authorized visitors in sizes adequate to accommodate movement without tearing. Other products may be substituted only with written approval of Designated Consultant.
5. Additional safety equipment (e.g., hard hats meeting the requirements of ANSI Standard Z89.1-1981, eye protection meeting the requirements of ANSI Standard Z87.1-1967, safety shoes meeting the requirements of ANSI Standard Z41.1-1967, disposable PVC gloves), as necessary, shall be provided to all workers and authorized visitors.
6. Disposable clothing shall be adequately sealed to the footwear to prevent body contamination, tripping or other hazards.
7. A sufficient supply of disposable mops, rags and sponges for work area decontamination shall be available.
8. A sufficient supply of scaffolds, ladders, lifts, and hand tools (e.g., scrapers, wire cutters, brushes, utility knives, wire saws, etc.) shall be provided as needed and maintained on site.
9. Sprayers with pumps capable of providing adequate wetting agent.
10. Rubber dustpans and squeegees shall be provided for cleanup.
11. Plastic or rubber scoops or shovels may be used.
12. Brushes utilized for removing loose asbestos-containing material shall have nylon or fiber bristles, NOT METAL.
13. A sufficient supply of HEPA filtered vacuum systems shall be available at all times.
14. Electrical extension cords must have grounds attached. The insulation on the cords must be in excellent condition, no splices will be allowed because of the shock hazard they present.
15. Lockout tagout devices will be supplied. This work should be performed by tradesmen licensed as required by the local authority.

16. Each electrical circuit entering the containment (including decontamination areas) shall be protected by a ground fault circuit interrupter (GFCI).
17. Temporary lighting will be supplied as needed.
18. Battery operated emergency lighting should be provided to allow workers to safely exit the work area in the event temporary power is lost.
19. Provide as a minimum one 10BC fire extinguisher for every 3,000 square feet of containment or fraction thereof.

B. Substitutions

1. Approval Required:

- a. The Contract is based on the materials, equipment and methods described in the Contract Documents.
- b. The Designated Consultant will consider proposals for substitutions of materials, equipment, and methods only when such proposals are accompanied by FULL AND COMPLETE technical data and all other information required by the Designated Consultant to evaluate the proposed substitution.
- c. Do not substitute materials, equipment, or methods unless such substitution has been specifically approved in writing for this project by the Designated Consultant.

2. Or Equal:

Where the phrase "or equal" or "or equal as approved by the Designated Consultant" occurs in the Contract Document, Contractor cannot assume that materials, equipment, or methods will be approved by the Owner or Designated Consultant.

3. Non-Availability of Specified Items:

- a. Contractor shall verify, prior to bidding, that all specified items will be available in time for installation in order to provide orderly and timely progress of the work.
- b. In the event that specified items will not be so available, Contractor shall notify the Owner or Designated Consultant in writing at least three (3) days prior to bid opening.

TECHNICAL SPECIFICATIONS

I. PREPARATION

A. General

1. Post in all the entrances to the work area, a list containing the names, addresses, and telephone numbers of the Contractor, the Owner and/or Designated Consultant, the Asbestos Project Manager, the Contractor's Superintendent, the Air Sampling Professionals, the testing laboratory and any other personnel who may be required to assist during abatement activities (e.g. Safety Director, etc.) THE SAME LIST SHALL BE KEPT IN CLEAN WORK AREA IN A NOTEBOOK FOR DOCUMENTATION. Signs with current warning against breathing asbestos dust shall also be prominently posted at all possible entrances.
2. Post Danger signs meeting the specifications of OSHA 29 CFR 1910.1001 (k) at all locations and approaches to a location where airborne concentrations of asbestos may exceed ambient background levels. Signs shall be posted at a distance sufficiently far away from the work area to permit an employee to read the sign and take necessary protective measures to avoid exposure. Additional signs may need to be posted following construction of work place enclosure barriers.
3. Be responsible for shut down and lock out of electrical power to all work areas through coordination with the Owner's Engineering Services Department.
4. Provide temporary power and lighting. Ensure safe installation (including ground faulting) of temporary power sources and equipment and OSHA requirements for temporary electrical systems. Costs for electric power usage (not hook-up) shall be paid by the Owner, except in cases of abuse by the Contractor.
5. Shut down and lock out all heating, cooling and air conditioning system (HVAC) components that are in, supply, or pass through the work area.
6. Investigate the work area and agree on pre-abatement condition with Designated Consultant.

7. Pre-clean, then seal all intake and exhaust vents in the work area with tape and 2 layers of 6-mil polyethylene. Remove HVAC filters and dispose of them as ACM. Decontaminate the filter housing using HEPA vacuums and wet techniques.
8. Seal all seams in system components that pass through the work area. Remove all HVAC system filters and place in labeled 6-mil polyethylene bags for staging and eventual disposal as asbestos-contaminated waste.
9. The Contractor shall provide sanitary facilities for abatement personnel outside of the enclosed work area and maintain them in a clean and sanitary condition throughout the project.
10. The Owner shall provide water for construction purposes. (Contractor shall connect to existing system and Contractor is responsible for all connection costs).
11. If applicable, pre-clean all movable objects within the work area using a HEPA filtered vacuum and/or wet cleaning methods as appropriate. After cleaning, these objects shall be removed from the work area and carefully stored in an uncontaminated location.
12. Pre-Clean all fixed objects in the work area using HEPA filtered vacuums and/or wet cleaning techniques as appropriate. CAREFUL ATTENTION SHALL BE PAID TO MACHINERY BEHIND GRILLS OR GRATINGS WHERE ACCESS MAY BE DIFFICULT, BUT CONTAMINATION SIGNIFICANT. Pay particular attention to wall, floor and ceiling penetrations behind fixed items. After pre-cleaning, enclose fixed objects in 6-mil polyethylene sheeting and seal securely in place with tape.
13. Pre-clean all surfaces in the work area using HEPA filtered vacuums and/or wet cleaning methods as appropriate. Do not use methods that would raise dust such as dry sweeping or vacuuming with equipment not equipped with HEPA filters. Do not disturb asbestos-containing materials that may contaminate the air during the pre-cleaning phase.
14. Seal all windows, doors, elevator openings, corridor entrances, drains, ducts, grills, grates, diffusers, skylights and any other openings between the work area and uncontaminated areas outside the work area (including the outside of the building, tunnels and crawl spaces, if needed) with 6 mil polyethylene sheeting and tape. All penetrations that could permit air infiltration or an air leak through the barrier must be sealed, except the make-up air provision and the means of entry and exit. The abatement supervisor may design and direct the make-up air through a suspended ceiling surface.

15. Floor shall be covered with a minimum of two layers of 6 mil or 10-mil polyethylene sheeting as instructed by Designated Consultant. Additional layers of sheeting may be utilized as dropcloths to aid in cleanup of bulk materials.
16. Plastic shall be sized to minimize seams. If the floor area necessitates seams, those on successive layers of sheeting shall be staggered to reduce the potential for water to penetrate to the flooring material. A distance of at least 6 feet between seams is sufficient. Do not locate seams at wall/floor joints.
17. Floor sheeting shall extend at least 12" up the sidewalls of the work area.
18. Sheeting shall be installed in a fashion so as to prevent slippage between successive layers of material. (Vinyl sheeting may be used for improved traction on floors).
19. Walls shall be covered with at least two layers of 4-mil poly sheeting.
20. Wall sheeting shall overlap floor sheeting by at least 12 inches beyond the wall/floor joint to provide a better seal against water damage and for negative pressure.
21. Wall sheeting shall be secured adequately to prevent it from falling from the walls during the course of the work. This may require additional support/attachment when negative pressure ventilation systems are utilized.
22. Suspended ceilings and suspended ceiling tiles must be prepped with poly if these ceiling systems are being used as a critical barrier for a negative pressure containment. When the removal of friable materials occurs below a ceiling surface, that ceiling surface must be prepped with poly or cleaned during the detail cleaning phase of the project. In addition, ceilings must be prepped with poly if the ceiling system is porous, textured, or if the nature of the ceiling materials does not allow for effective wet-wiping and/or HEPA vacuuming. Additionally, ceilings located above the removal of friable flooring or drywall materials, the ceiling must be prepped with poly. Examples of friable flooring removal would include mechanical blasting of tile and/or mastic, grinding of tile and/or mastic, dry removal of tile and/or mastic, or any removal method which creates visible dust.
23. If wet methods are used during the removal of flooring materials, and/or if daily air monitoring shows that the fiber concentration of the air adjacent to the ceiling remains below 0.01 fibers per cubic centimeter during removal activities, then poly prep of the ceiling is not required. Smooth (non-porous) ceilings may be wet wiped and/or

cleaned with HEPA vacuum instead of poly prepping. Porous ceilings may be encapsulated with a spray-applied encapsulant after the removal process in lieu of cleaning if the ceiling and/or building is scheduled for demolition. The abatement supervisor may design and direct the make-up air through a suspended ceiling surface. This make-up air provision will not require a critical barrier, per TAHPR 296, page 137.

B. Worker Decontamination

1. Worker decontamination enclosure systems shall be provided at all locations where workers will enter or exit the work area. One system at a single location for each contained work area is preferred. These systems shall consist of existing rooms outside the work area, if the layout is appropriate, that can be enclosed in poly and are accessible from the work area. If worker decontamination enclosure system is on the exterior of the building, it's exterior must be made of 3/8" plywood (minimum) and be weather tight.
2. Worker decontamination enclosure systems constructed at the worksite shall utilize 6-mil opaque black or white polyethylene sheeting or other acceptable materials for privacy.
3. The worker decontamination enclosure system shall consist of at least a clean room, a shower room, and an equipment room, each separated from each other and from the work area by airlocks.
4. Entry to and exit from all airlocks and decontamination enclosure system chambers shall be through curtained doorways consisting of two sheets of overlapping polyethylene sheeting. One sheet shall be secured at the top and left side, the other sheet at the top and right side. Both sheets shall have weights attached to the bottom to ensure that they hang straight and maintain a seal over the doorway when not in use. Doorway designs providing equivalent protection and acceptable to the Designated Consultant may be utilized.
5. Pathways into (from clean to contaminated) and out of (contaminated to clean) the work area shall be clearly designated.
6. Clean room shall be sized to adequately accommodate the work crew. Benches and lockers shall be provided. Shelves for storing respirators shall also be provided in this area. Clean work clothes, clean disposable clothing, replacement filters for respirators, towels and other necessary items shall be provided in adequate supply in this area. A location for postings shall be provided in this area.

Whenever possible, a lockable door shall be used to limit access into the clean room from outside the work area. Lighting, heat, electricity, and hot water shall be provided as necessary for comfort to the workers. This space shall not be used for storage of tools, equipment, or materials (except as specifically designated), and shall not be used as office space.

7. Shower room shall contain one or more showers as necessary to adequately accommodate workers. Each showerhead shall be supplied with hot and cold water adjustable at the tap. The shower enclosure shall be constructed to ensure against leakage of any kind. An adequate supply of soap, shampoo and towels shall be supplied by the Contractor and be available at all times. Shower water shall be drained, collected and filtered through a system with at least 0.5 micron particle size collection capability. (Note: A system containing a series of several filters with progressively smaller pore sized is recommend to avoid clogging of filtration system by large particles.)
8. The equipment room shall be used for storage of equipment and tools at the end of a shift after they have been decontaminated using a HEPA filtered vacuum and/or wet cleaning techniques as appropriate. Replacement filters (in sealed containers until used) for HEPA vacuums and negative pressure ventilation equipment, extra tools, containers of surfactant and other materials and equipment that may be required during the abatement may also be stored here as needed. A drum lined with a labeled 6-mil polyethylene bag for collection of disposable clothing shall be located in the equipment room or adjoining airlock. Contaminated footwear (e.g., rubber boots or other reusable footwear) shall be stored in this area for reuse the following workday.
9. Piping will be PVC for cold water and CPVC for hot water. No water hoses will be used for conducting water to the shower unit. The PVC piping will run from the water source (spicket) and will terminate at the decontamination unit. All water entering the containment will have PVC source runs with a shut-off valve on the clean side of the containment. Water hoses may be attached at this point for inside the containment only. The shut-off valve will be secured in the off position at the end of each work shift. Water hoses may be substituted for PVC; however, the Contractor is responsible for any damage caused by water leakage.
10. The electric hot water heater shall be protected by a ground fault circuit interrupter.

C. Waste Container Airlock

The waste container pass-out airlock shall be constructed at a designated location away from the worker decontamination enclosure system, wherever possible. This shall be located where there is reasonably direct access from the work area to the outside of the building.

1. This airlock system shall consist of an airlock, a container staging area, and another airlock with access to the outside of the work area.
2. The waste container pass-out airlock shall be constructed in similar fashion to the worker decontamination enclosure system using similar materials and airlock and curtain doorway designs.
3. This airlock system shall not be used to enter or exit the worksite.

D. Emergency Exits

Emergency exits shall be established and clearly marked with duct tape arrows or other effective designations to permit easy location from anywhere within the work area. They shall be secured to prevent access from uncontaminated areas and still permit emergency exiting. These exits shall be properly sealed with polyethylene sheeting, which can be cut to permit egress if needed. These exits may be the worker decontamination enclosure, the waste pass-out airlock and/or other alternative exits satisfactory to local fire officials.

E. Barrier Inspection

All polyethylene barriers inside the work place, in the worker decontamination enclosure system, in the waste container pass-out airlock and at partitions constructed to isolate the work area from occupied areas shall be inspected at least four (4) times daily by the job supervisor as follows:

1. prior to beginning each day's abatement activities.
2. before each break (assuming 2 breaks).
3. following the completion of the day's abatement activities. Document inspections and observations in the daily project log and repair all defects immediately.
4. damage and defects in the enclosure system are to be repaired immediately upon discovery, regardless of time.

Alex Fuhman

DSHS #: 10-5629: Expires: 4/7/2025

F. Barrier Testing

1. Use smoke tubes to test the effectiveness of the barrier system. Contractor shall have a supply of at least 24 smoke tubes on-site for use by the Contractor or Designated Consultant for testing airflow.
2. At any time during the abatement activities after barriers have been erected, if visible material is observed outside the work area, or if damage occurs to barriers, work shall immediately stop, repairs made to barriers, and debris/residue cleaned, using appropriate HEPA vacuuming and wet mopping procedures.
3. If air samples collected outside the work area during abatement activities indicate airborne fiber concentrations equal to or greater than 0.01 f/cc or pre-measured background levels (whichever is greater), work shall immediately stop for inspection and repair of barriers. Clean up of surfaces outside the work area using HEPA vacuums or wet cleaning techniques may be necessary.
4. Install and initiate operation of negative pressure ventilation equipment as needed to provide at least one air change in the work area every 10 minutes. Openings made in the enclosure system to accommodate these units shall be made airtight with tape and/or caulking as needed. If more than one unit is installed, they shall be turned on one unit at a time, checking the integrity of wall barriers for secure attachment and the need for additional reinforcement. Ensure that adequate power supply is available to satisfy the requirements of the ventilating units. Negative pressure ventilation units shall be exhausted to the outside of the building where feasible. Under no circumstances can the units be exhausted into occupied areas of the building. Twelve-inch (12") extension ducting shall be used to reach from the work area to the outside when possible. Careful installation, air monitoring and daily inspections shall be done to ensure that the ducting does not release fibers into uncontaminated areas. The negative pressure ventilation equipment shall remain operating until the project is completed.
5. When constructed and reinforced as necessary, with negative pressure ventilation units in operation as required, test enclosure for leakage, utilizing smoke tubes. Repair or reconstruct as needed.
6. The Contractor shall be responsible for any royalties owed if the negative pressure system he chooses to use is patented.

G. Prerequisites to the Commencement of Work

1. Enclosure systems have been constructed, tested, inspected.
2. Negative pressure ventilation systems are functioning adequately, have been tested, approved, and reinspected at least six (6) times per shift.
3. All pre-abatement submittals, notifications, postings, and permits are provided and found satisfactory to the Owner's Representative.
4. All equipment for abatement, cleanup and disposal are on the premises.
5. All worker training is completed, and certificates and licenses provided and on the site.
6. Lock out all electrical and HVAC.
7. Fans in fan room are de-energized and air plenum is sealed, when applicable.

H. Alternative Procedures

1. Procedures described in this specification shall be utilized at all times unless written permission to deviate is received from the Designated Consultant.
2. If specified procedures cannot be utilized, a request must be made in writing to the Designated Consultant providing details of the problem encountered and recommended alternatives.
3. Alternative procedures shall provide equivalent or greater protection than procedures that they replace.
4. Any alternative procedure shall be approved in writing by the Designated Consultant, prior to implementation.

I. Workplace Entry and Exit Procedures

1. Personnel entry and exit shall be clearly marked.

Alex Finkman

DSHS #: 10-5629: Expires: 4/7/2025

30

2. All workers and authorized personnel shall enter the work area through the worker decontamination enclosure system only.
3. All personnel who enter the work area shall sign the entry log located in the clean room or office, prior to entry and after exiting.
4. All personnel, before entering the work area, shall read and be familiar with all regulations, personal protection equipment (including workplace entry and exit procedures) and emergency procedures. A sign-off sheet shall be used to acknowledge that these items have been reviewed and understood by all personnel prior to entry.
5. All personnel shall proceed first to the clean room, remove all street clothes, and appropriately don respiratory protection (as deemed adequate for the job conditions) and disposable coveralls, head covering and foot covering. Hard hats, eye protection and gloves shall also be utilized if required. Clean respirators and protective clothing shall be provided and utilized by each person for each separate entry into the work area.
6. Personnel wearing designated personal protective equipment shall proceed from the clean room through the shower room and equipment room to the main work area.
7. Before leaving the work area all personnel shall remove gross contamination from the outside of respirators and protective clothing by brushing and/or wet wiping procedures.
8. Personnel shall proceed to equipment room where they remove all protective equipment except respirators and deposit disposable clothing in proper containers.
9. Reusable, contaminated footwear shall be stored in the equipment room when not in use in the work area. Upon completion of abatement project, they shall be disposed of as asbestos-contaminated waste. (Rubber boots may be decontaminated at the completion of the abatement for reuse).
10. Still wearing respirators, personnel shall proceed to the shower area, clean the outside of the respirators and the exposed face area under running water prior to removal of respirators.
11. After showering and drying, proceed to the clean room and don clean disposable clothing if there will be later re-entry into the work area, or street clothes if it is the end of the work shift or lunch time.

Alex Fuhman

DSHS #: 10-5629: Expires: 4/7/2025

31

II. PERSONNEL PROTECTION REQUIREMENTS

A. Training

1. Prior to commencement of abatement activities all personnel who will be required to enter the work area or handle containerized asbestos-containing materials must have received adequate training by a fully accredited EPA training institute (or Texas Approved Training Institute) and a copy of the certificate must be on the work site for every person who will work on the project.
2. Special on-site training on equipment and procedures unique to this job site shall be performed as required for all workers.
3. Training in emergency response and evacuation procedures shall be provided.
4. Each worker and supervisor shall be registered/licensed in the State of Texas and a copy shall be on the job site at all times.

B. Respiratory Protection

1. All respiratory protection and training shall be provided to workers in accordance with the submitted written Respiratory Protection Program, which includes all items in OSHA 29 CFR 1910.134 (b) (1-11) or latest rule. This program shall be posted in the clean room of the worker decontamination enclosure system or on the bulletin board.
2. Workers shall be provided with personally issued, individually identified (marked with waterproof designations) respirators.
3. Respirators that meet the level of protection requirements based on criteria according to OSHA requirements shall be utilized. When preparing the work area (and not disturbing ACM) dual cartridge air purifying respirators may be utilized. For work disturbing suspect ACM, full-face PAPR or full-face Type C respirators operated in continuous flow or pressure demand mode will be utilized.

C. Fit Testing

1. Workers shall perform positive and negative air pressure fit tests each time a respirator is put on, whenever the respirator design so permits. Powered-air-purifying respirators shall be tested for adequate flow as specified by the manufacturer.
2. Workers shall be given a quantitative fit test in accordance with procedures detailed in the OSHA Standard (29 CFR 1926.1101) for all respirators to be used on this abatement project.
3. No one with a beard shall be permitted to don a respirator and enter the work area.
4. Additional respirators (minimum of 2 of each type) and training on their donning and use shall be available at the work site for authorized visitors who may be required and authorized to enter the work area.

D. Protective Clothing

1. Disposable clothing including head, foot and full body protection shall be provided in sufficient quantities and adequate sizes for all workers and authorized visitors.
2. Hard hats, protective eyewear, gloves, rubber boots and/or other footwear shall be provided as required for workers and authorized visitors. Safety shoes may be required for some activities.

III. REMOVAL PROCEDURES

A. General

1. Clean and isolate the work area as previously described herein.
2. Wet all asbestos-containing material with an amended water solution using equipment capable of providing a fine spray mist, in order to reduce airborne fiber concentrations when the material is disturbed. Saturate the material to the substrate; however, do not allow excessive water to accumulate in the work area. Keep all removed material wet enough to prevent fiber release until it can be containerized for disposal. If work area temperature is below 32 degrees F and amended water may be subject to freezing, dry removal permits and procedures must be utilized, and authorized by the Designated Consultant, the EPA, and the Texas Department of Health. Maintain a high humidity in the work area by misting or spraying to assist in fiber settling and reduce airborne concentrations. Wetting procedures are not equally effective on all types of asbestos-containing materials but shall be used in all cases unless otherwise specifically exempt.
3. Saturated asbestos-containing material shall be removed in manageable sections. Removed material shall be containerized before moving to a new location for continuance of work. Surrounding areas shall be periodically sprayed and maintained in a wet condition until removed material is cleaned up.
4. Material removed from building structures or components shall not be dropped or thrown to the floor. Material shall be removed as intact sections or components whenever possible and carefully lowered to the floor. If this cannot be done for materials greater than 15 feet above the floor, a dust-tight chute shall be constructed to transport the material to containers on the floor or the material may be containerized at elevated levels (e.g., on scaffolds) and carefully lowered to the ground by mechanical means. Materials between 15 and 50 feet above the ground may be containerized at elevated levels or dropped onto inclined chutes or scaffolding for subsequent collection and containerization.
5. Disposal of heavy flooring materials will be completed as follows: interior containers (6-mil polyethylene bags, woven plastic bags such as rice/sorghum bags or approved drums) shall be used for containing the debris. Double bagging of waste material with 6 mil polyethylene is required the exterior bag must be air tight and leak tight.

Alex Fuhman

DSHS #: 10-5629; Expires: 4/7/2025

34

Bags shall not be overfilled. They shall be securely sealed to prevent accidental opening and leakage by tying tops of bags in an overhand knot and by taping in gooseneck fashion. Proper labeling of the outer bag is required per TAPHR guidelines and must include the owners address.

6. Large components removed intact may be wrapped in at least two (2) layers of 6-mil polyethylene sheeting secured with tape and labeled as asbestos waste, per 29 CFR 1926.1101 or latest rule change, for transport to the landfill.
7. Asbestos-containing waste with sharp components (e.g., nails, screws, metal lath, tin sheeting, sharp cement or flooring) shall be wrapped in woven plastic bags.
8. After completion of all stripping work, surfaces from which asbestos-containing materials have been removed shall be wet brushed and sponged or cleaned by some equivalent method to remove all visible residue.

IV. CLEAN-UP PROCEDURES

A. General

1. Remove and containerize all visible accumulations of asbestos-containing material and asbestos contaminated debris utilizing rubber dust pans and rubber squeegees to move material. Do not use metal shovels to pick up or move accumulated waste. Special care shall be taken to minimize damage to floors.
2. Wet clean all surfaces in the work area using rags, mops and sponges as appropriate. Note: Some HEPA vacuums may not be wet-dry vacuums. Only HEPA wet-dry vacuums are permitted.
3. Remove the cleaned outer layer of plastic sheeting from walls and floors. Windows, doors, HVAC system vents and all other openings shall remain sealed. The negative pressure ventilation units shall remain in continuous operation. Decontamination enclosure systems shall remain in place and be utilized.
4. Clean the work area again to remove any ACM that may have penetrated the first layer of polyethylene sheeting. After HEPA vacuuming and wet cleaning all objects and surfaces in the work area, apply another layer of lockdown encapsulant to all surfaces in the work area and allow it to dry.

5. Decontaminate all tools and equipment and remove at the appropriate time in the cleaning sequence.
6. Inspect the work area for visible residue. IF ANY ACCUMULATION OF RESIDUE IS OBSERVED, IT WILL BE ASSUMED TO BE ASBESTOS AND THE CLEANING CYCLE WILL BE REPEATED.
7. Apply a lock-down encapsulate to the surfaces in the work area and allow it to dry.
8. The work area shall be cleaned until no visible ACM is present and air-monitoring clearance has been obtained as per section III. (A.)(14). Additional cleaning cycles shall be provided, as necessary, at no cost to the Owner until these criteria have been met.
9. Once the Contractor's Competent Person decides that the area is clean enough for final air sample testing, he will give notice to the Designated Consultant.
10. Following the satisfactory completion of clearance air monitoring the remaining barriers may be removed and properly disposed. A final visual inspection by the Designated Consultant shall ensure that no contamination remains in the work area. Unsatisfactory conditions shall require additional cleaning and air monitoring. These additional consultant and testing fees and expenses shall be paid by the Contractor. Each additional testing shall be paid for by the Contractor.

V. CLEARANCE AIR MONITORING

A. General

1. Following the completion of clean-up operations, the Contractor shall notify the Designated Consultant that work areas are ready for visual inspection and clearance air monitoring.
2. The Owner shall arrange for an Air Monitoring Professional to sample the air in the work area for airborne fiber concentrations.
3. Aggressive sampling followed by Phase Contrast Microscopy or Transmission Electron Microscopy analysis will be used for final clearance air monitoring.
4. All samples (at all locations in the containment) shall indicate concentrations of airborne fibers less than 0.008 f/cc using Phase Contrast Microscopy prior to TEM sample collection. All TEM samples must be less than 70 structures per square millimeter
5. Areas exceeding this level shall be re-cleaned using procedures herein described and retested until satisfactory levels are obtained. CONTRACTOR SHALL PAY FOR EACH SAMPLING AND TEST THAT FAILS AS WELL AS ALL COSTS INCIDENTAL TO RECLEANING AND RETESTING.

VI. GLOVEBAG PROCEDURE

A. General

Personnel required: Two

Personnel Protection: Dual cartridge air-purifying respirator with high efficiency cartridges, disposal coveralls.

Minimum Equipment: Vertical and/or horizontal glovebags in sufficient quantity, duct tape, razor knife, amended water sprayer, encapsulant sprayer, paper towels, HEPA filtered vacuum cleaner, 6-mil polyethylene disposal bags, ladders and/or scaffold, asbestos warning signs, temporary work lights, extension cords, tin snips, air filtration unit, 6-mil polyethylene sheeting.

Note: No sliding or reuse of glovebags will be allowed. The temperature of the pipe to be abated must be below 140 degrees Fahrenheit.

B. Procedure

1. Shutdown the HVAC system for the work area.
2. Place tools and equipment in the work area. Establish electricity for work-lights, HEPA vacuum and air filtration unit. The air filtration unit shall exhaust in the work area.
3. Seal off the work area with 6-mil polyethylene critical barriers. Leave a curtained doorway for egress. Post warning signs at the entrance to the work area.
4. Pre-clean the floor and place a layer of 6-mil polyethylene under the work area and extending 5 feet from the glove bag work.
5. Establish ladders and scaffolds adjacent to pipe as needed.
6. Pre-clean the pipe insulation a few feet beyond the immediate work area with the HEPA vacuum cleaner.
7. Wrap duct tape on the pipe insulation where the glove bag is anticipated to be attached. Make the band of duct tape large enough to extend beyond the anticipated work area a few inches.
8. Load the tool pouch and securely attach the glove bag to the pipe.

Alex Finkman

DSHS #: 10-5629: Expires: 4/7/2025

38

9. Cut holes in the glove bag for spray nozzle wand and vacuum hose. Seal the holes with duct tape.
10. Have the glove bag inspected, prior to removal, by the Designated Consultant or on-site representative.
11. One worker shall remove the ACM while the other sprays amended water and operates the vacuum cleaner.
12. When the gross removal is complete, clean the pipe such that no visible ACM is present. At this point have the Designated Consultant or on-site representative perform a visual inspection. When directed to do so, spray encapsulant on the pipe and adjacent exposed insulation in the bag.
13. Remove the tools from the glove bag through one sleeve and glove. Twist the sleeve, tape the sleeve, and cut on the tape. Seal the ends with additional duct tape. The tools may now be placed, unopened, in another glove bag.
14. Evacuate the air from the glovebag with the vacuum cleaner. Remove the spray nozzle wand and vacuum hose, sealing hole with duct tape. Twist the bag, tape, cut and seal. The bag is to be placed in a 6-mil polyethylene disposal bag and sealed.
15. Repeat this process for each glove bag used in the work area. At the completion of glove bagging the tools are to be placed in a bucket of water, opened, and cleaned.
16. For pipes with insulation in damaged condition, the on-site Owner's representative may require that the entire pipe be wrapped and sealed in 4 mil poly prior to glove bagging.

VII. FLOOR TILE REMOVAL PROCEDURE

A. General RFCI Method Only

Air filtration equipment exhausting out of the containment to the outside of the building will be necessary. If mastic remover is required, solvent filters may be required on the negative air equipment.

A full decontamination unit must be utilized. The preparation will consist of 6-mil polyethylene critical barriers and splashguards four feet up the walls.

B. Procedures

1. Place equipment in work area. Post warning signs and construct decontamination unit, set up air filtration units and put up critical barriers and splashguards. Set up temporary lighting and plumbing to worker decontamination unit and work area. Clean the floor with a HEPA vacuum.
2. When ready to start removing floor tile, contact the Designated Consultant or on-site representative for an inspection of the work area. Repair any deficiencies, if any, and start removing floor tile. Remove in areas of least traffic first Utilize wet techniques in the removal process. Do not flood the floor with water such that the water migrates from the containment. Tiles are to be removed in whole pieces. Breakage must be kept to a minimum. A heat gun may be used with no water only if written permission is provided from the TDSHS. All removal must be in small areas (maximum of 10 by 30 feet) and must be cleaned up prior to additional removal.
3. If the mastic is to be removed utilizing a solvent, the solvent must not be flammable. All material safety data sheets for mastic removal chemicals must be presented at the preconstruction meeting. If the solvent's material data sheet recommends organic filter cartridges these must be worn piggyback with the asbestos high efficiency filters. The containment's air filtration units must also be equipped with an organic filter, in addition to the HEPA filter.

VIII. DISPOSAL PROCEDURES

A. Staging Waste

1. As the work progresses, to prevent exceeding available storage capacity on site, sealed and labeled containers of asbestos-containing waste shall be removed and transported to the prearranged approved disposal location. If dumpsters are utilized, they must meet the following requirements:
 - a. They must be prepped with two layers of 6-mil polyethylene.
 - c. The dumpsters must be closeable and secured with a lock.

B. Disposal Site

1. Disposal must occur at an authorized site in accordance with regulatory requirements of NESHAP and applicable State and Local guidelines and regulations.
2. All landfill receipts, trip tickets, transportation manifests, or other documentation of disposal shall be delivered to the Designated Consultant for their records and documentation.

A recommended record keeping format utilizes a chain-of-custody form, which includes the names and addresses of the Generator (Owner), Contractor, pickup site, disposal site, the estimated quantity of the asbestos waste by weight or volume and the type of containers used. The form shall be signed by the Generator, the Contractor, and the Disposal Site Operator, as the waste material changes hands.

C. Transportation to the Landfill

1. After bags and wrapped components have been removed from the work area, they shall be loaded into an enclosed truck or enclosed trailer for transportation.
2. The enclosed cargo area of the truck or trailer shall be free of debris and lined with 6-mil polyethylene sheeting to prevent contamination from leaking or spilled containers. Floor sheeting shall be installed first and extend up the sidewalls. Wall sheeting shall be overlapped, taped, and spray adhesive used to hold poly in place. Ceiling and

Alex Finkman

DSHS #: 10-5629: Expires: 4/7/2025

41

floors shall be sealed and inspected by Designated Consultant and approved prior to loading.

3. Bags shall be placed on level surfaces in the cargo area, packed together tightly, and secured to prevent shifting and tipping. Large structural components shall be secured to prevent shifting and bags shall be placed on top. Containers shall not be thrown into the truck cargo area.
4. Personnel loading asbestos-containing waste shall be protected by disposable clothing including head, body and foot protection, and half-face dual cartridge respirators equipped with high efficiency filters at a minimum.
5. Any debris or residue observed on containers or surfaces outside the work area resulting from clean up or disposal activities shall be immediately cleaned up using HEPA filtered vacuum equipment and/or wet methods as appropriate.

D. Disposal at the Landfill

1. Upon reaching the landfill, trucks shall approach the dump location as closely as possible for unloading of the asbestos-containing waste. Landfill must be notified 24 hours in advance prior to waste being delivered to site to assure the material is disposed immediately (versus being staged). Designated Consultant may observe and document this procedure.
2. Bags shall be inspected as they are off-loaded at the disposal site. Material in damaged containers shall be repacked in empty bags as necessary.
3. Waste containers shall be placed on the ground at the disposal site, not pushed or thrown out of trucks (weight of wet material could rupture containers).
4. Personnel off-loading containers at the disposal site shall wear protective equipment consisting of disposable head, body and foot protection and half-face, air purifying, dual cartridge respirators equipped with high efficiency filters at a minimum.
5. Following the removal of all containerized waste, the truck or cargo trailer shall be decontaminated using HEPA vacuums and wet methods to meet the no visible emissions criteria. An inspection from the Designated Consultant is required. Polyethylene sheeting shall be removed and discarded along with contaminated cleaning materials

Alex Fuhman

DSHS #: 10-5629: Expires: 4/7/2025

42

and protective clothing, in bags at the disposal site. Polyethylene sheeting in the transport vehicle may remain attached until the final trip to the landfill from this project.

IX. PROJECT COMPLETION

A. General Requirements

1. Re-occupancy of the work area shall occur only after the completion of clean-up procedures and clearance air monitoring has been performed and documented to the satisfaction of the Owner or Designated Consultant.
2. Polyethylene barriers shall be removed from walls and floors at this time, maintaining decontamination enclosure systems and critical barriers over doors, windows, etc., as required.
3. The Contractor, and Designated Consultant shall visually inspect the work area for any remaining visible residue including, but not limited to spray adhesive, tape, water, and ACM. Evidence of contamination will necessitate additional cleaning.
4. Following satisfactory clearance of the work area, remaining polyethylene barriers shall be removed and disposed of as asbestos-contaminated waste.
5. Re-secure mounted objects removed from their former positions during area preparation activities; for example, air vents, doors and lights, clean when necessary.
6. Return temporarily removed objects to their original locations.
7. Re-establish HVAC, mechanical and electrical systems in proper working order. Install new filters in HVAC systems.
8. Repair all areas of damage that occurred as a result of abatement activities.

APPENDIX A – DEFINITIONS

1. ABATEMENT - Procedures to control fiber release from asbestos-containing materials. Includes, but may not be limited to, removal, encapsulation, enclosure, repair, demolition, and renovation activities.
2. ACGIH - American Conference of Governmental Industrial Hygienists – 1330 Kemper Meadow Drive, Cincinnati, Ohio 45240
3. AIHA - American Industrial Hygiene Association – 3141 Fairview Park Drive, Suite 777, Falls Church, VA 22042
4. AIR LOCK SYSTEM - A system for permitting ingress and egress with minimum air movement between a contaminated area and an uncontaminated area, typically consisting of four (4) curtained doorways separated by a distance of at least three (3) feet such that one passes through one doorway into the airlock, allowing the doorway sheeting to overlap and close off the opening proceeding through the second doorway, thereby preventing flow-through contamination.
5. AIR MONITORING - NIOSH 582 or equivalent certification. The process of measuring the fiber content of a known volume of air collected during a specific period of time. The procedure normally utilized for asbestos follows the NIOSH Standard Analytical Method for Asbestos sampling, Method 7400. For clearance air monitoring, transmission electron microscopy (TEM) method may be utilized for lower detectability and specific fiber identifications.
6. AIR SAMPLING PROFESSIONAL - The professional contracted or employed by the Owner to supervise and/or conduct air monitoring and analysis schemes. This individual may also function as the Asbestos Project Manager. Supervision of air sampling and evaluation of results will be performed by an individual who has successfully completed NIOSH 582 and having specialized experience in air sampling for asbestos projects. Other acceptable Air Sampling Professionals may include environmental engineers, chemists and environmental scientists or others with equivalent experience in asbestos air monitoring. The Air Sampling Professional shall have successfully completed an EPA approved training program in "Supervision of Asbestos Abatement Projects" and shall provide documentation of previous experience in asbestos projects. This person must be licensed with the TDSHS as at the least an asbestos air-monitoring technician.
7. AMENDED WATER - Water to which a surfactant has been added.
8. ANSI - American National Standards Institute – 25 West 43rd Street, 4th Floor, New York, NY 10036
9. ASBESTOS - The asbestiform varieties of serpentine (chrysotile), riebeckite (crocidolite), cummingtonite, grunerite (amosite), anthophyllite, actinolite, and tremolite
10. ASBESTOS-CONTAINING MATERIAL (ACM) - Material composed of asbestos of any type in an amount equal to 1% by weight, either alone or mixed with other fibrous or non-fibrous materials.

11. ASBESTOS-CONTAINING WASTE MATERIAL - Asbestos-containing material or asbestos contaminated objects requiring disposal.
12. ASBESTOS PROJECT MANAGER - An individual qualified by virtue of experience and education, designated as the Owner's representative and responsible for overseeing the asbestos abatement project.
13. ASTM - American Society for Testing and Materials – 100 Barr Harbor Drive, West Conshohocken, PA 19428
14. AUTHORIZED VISITOR - The Owner, any designated representative, and any representative of a regulatory or other agency having jurisdiction over the project. All medical records must be submitted to the Owner's representative prior to gaining entry into the work area.
15. BREATHING ZONE - An area two feet in diameter about the mouth.
16. CLEAN ROOM - Uncontaminated area or room which is a part of the worker decontamination enclosure system with provisions for storage of worker's street clothes and clean protective equipment.
17. COMPETENT PERSON - OSHA required individual who has successfully completed EPA approved training within the last twelve (12) months in Supervision of Asbestos Abatement Projects. Applicable state and local requirements shall be enforced. The certificates for each competent person who may work on this job must be included in the bid submittal. A COMPETENT PERSON MUST BE AT THE WORK SITE AT ALL TIMES WHILE WORK IS BEING PERFORMED.
18. CONTRACTOR - The individual and/or business with which the Owner arranges to perform the asbestos abatement.
19. CONTAINMENT – An enclosed area with a negative pressure atmosphere consisting of poly walls and floors of various thickness, where asbestos is to be removed or is likely to be disturbed.
20. CURTAINED DOORWAY - A device to allow ingress or egress from one room to another while permitting minimal air movement between the rooms, typically constructed by placing three (3) overlapping sheets of poly 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. Other effective designs are permissible only if prior written consent is given by the Owner and Designated Consultant.
21. DECONTAMINATION ENCLOSURE SYSTEM - A series of connected rooms separated from the work area and from each other by air locks, for the decontamination of workers and equipment.

22. DEMOLITION - The wrecking or removal of any load-supporting structural member of a facility, together with any related handling operations.
23. ENCAPSULANT - A liquid applied to asbestos-containing material which controls the possible release of asbestos fibers from the material either by creating a membrane over the surface (bridging encapsulant) or by penetrating into the material and binding its components together (penetrating encapsulant).
24. ENCAPSULATION - The application of an encapsulant to asbestos-containing materials to control the release of asbestos fibers into the air.
25. ENCLOSURE - The construction of an airtight, impermeable, permanent barrier around asbestos-containing material to control the release of asbestos fibers into the air.
26. EPA - United States Environmental Protection Agency – 1200 Pennsylvania Avenue, N.W., Mail Code 1101A, Washington, DC 20460, Region VI: 1445 Ross Avenue, Dallas, Texas 75202
27. EQUIPMENT DECONTAMINATION ENCLOSURE SYSTEM - That portion of a decontamination enclosure system designed for controlled transfer of materials and equipment into or out of the work area, typically consisting of shower room, clean room, and equipment room.
28. DOCUMENTATION SYSTEM - Log and register detailing the activities during the abatement project, including visitor logs, respiratory fit logs, waste manifests, air monitoring results, worker physicals, accident reports, worker training certificates and any other documents pertaining to the project.
29. EQUIPMENT ROOM - A contaminated area or room, which is part of the worker decontamination enclosure system with provisions for storage of contaminated clothing and equipment.
31. FIXED OBJECT - A piece of equipment or furniture in the work area, which cannot be removed from the work area.
32. FRIABLE ASBESTOS - Asbestos-containing material, which can be crumbled, to dust, when dry, under hand pressure.
33. GLOVEBAG TECHNIQUE - A method with limited applications for removing small amounts of friable asbestos-containing material on HVAC ducts, short piping runs, valves, joints, elbows, and other non-planar surfaces in a non-contained work area. The glovebag is typically constructed of 6 mil transparent polyethylene or polyvinyl chloride plastic, two inward projecting long sleeves, an internal tool pouch, and an attached, labeled receptacle for asbestos waste. The glovebag is constructed and installed in such a manner that it surrounds the object or material to be removed and contains all asbestos fibers released during the process. All workers who are permitted to use the glovebag technique shall be trained, experienced and skilled in the use of this technique.

34. HVAC - Heating, ventilation, and air conditioning system.
35. HEPA FILTER - A high efficiency particulate air filter capable of removing particles 0.3 microns in diameter with 99.97% efficiency.
36. HEPA VACUUM - A vacuum system equipped with an approved HEPA filtration system.
37. HOLDING AREA - A chamber in the equipment decontamination enclosure located between the washroom and an uncontaminated area. The holding area comprises an airlock.
38. MOVABLE OBJECT - A piece of equipment or furniture in the work area, which can be removed from the work area.
39. NEGATIVE PRESSURE VENTILATION SYSTEM - A portable exhaust system equipped with HEPA filtration and capable of maintaining a constant low velocity air flow into contaminated areas from adjacent uncontaminated areas.
40. NEGATIVE PRESSURE - An atmosphere created in a work area enclosure such that airborne fibers will tend to be drawn through the filtration system rather than leak out into the surrounding areas. The air pressure inside the work area is less than that outside the work area.
41. NIOSH - The National Institute for Occupational Safety and Health-CDC-NIOSH – 1600 Clifton Road, Room 4505, Atlanta, GA 30333
42. OSHA - The Occupational Safety and Health Administration- 200 Constitution Avenue- Washington, DC 20210 Region IV: 555 Griffin Plaza, Rm. 602, Dallas, TX 75202
43. OUTSIDE AIR - The air outside buildings and structures.
44. PERSONAL MONITORING - An air sample taken with the sampling pump directly attached to the worker with the collecting filter placed in the worker's breathing zone. Representative samples are collected of one quarter of the worker population.
45. PLASTICIZE - To cover floors and walls with plastic sheeting as herein specified.
46. POLY - Polyethylene plastic sheeting which is light, flexible and resistant to chemicals used in abatement for protection and in containment construction.
47. PRIOR EXPERIENCE - Experience required of the bidding contractor and supervisors on asbestos projects of similar nature and scope to assure capability of performing the asbestos abatement in a satisfactory manner. Similarities shall be in areas related to material composition, project size, abatement methods required, number of employees, engineering, work practice and personal protection controls required. Attendance and successful completion of an EPA approved training program and appropriate certification for all personnel is required. Copies of current employee medical exams are required.

48. PROTECTION FACTOR - (PF) - Protection factor as provided by a respirator is determined by dividing the airborne fiber concentration outside of the mask by the concentration inside the mask.
49. REMOVAL - The stripping of any asbestos-containing materials from surfaces or components of a facility.
50. RENOVATION - Altering in any way, one or more facility components in which load-supporting structural members are not wrecked or removed.
51. RESPIRATOR - A device worn over the nose and mouth to prevent inhaling harmful substances. Each respirator has an assigned protection factor.
52. SHOWER ROOM - Room between the clean room and the equipment room in worker decontamination enclosure, with hot and cold or warm running water controllable at the tap, and suitably arranged for complete showering during decontamination. Shower water must be filtered to remove fibers greater than 5 microns.
53. STAGING AREA - The holding area or an Owner approved area near the waste transfer airlock where containerized asbestos waste has been placed prior to removal from the work area.
54. STRIP - To remove friable asbestos materials.
55. TIME WEIGHTED AVERAGE (TWA) - The average airborne fiber concentration to which a person is exposed over an eight-hour period.
56. VISIBLE EMISSIONS - Any emissions containing particulate material that are visually detectable without the aid of instruments. This does not include condensed uncombined water vapor.
57. WASTE DISPOSAL BAG - 6-mil poly bag printed with danger label.
58. WASTE TRANSFER AIRLOCK - A decontamination system utilized for transferring containerized waste from inside to outside of the work area. Wastewater from this operation must have a filtration system to remove fibers greater than 5 microns.
59. WET CLEANING - The process of eliminating asbestos contamination from building surfaces and objects by using cloths, mops, or other cleaning utensils which have been dampened with amended water and afterwards thoroughly decontaminated or disposed of as asbestos contaminated waste.
60. WORK AREA - Designated rooms, spaces, or areas in which asbestos abatement actions are to be undertaken or which may become contaminated as a result of such abatement actions. A contained work area is a work area, which has been sealed, polyed, and equipped with an approved decontamination enclosure system. A non-contained work area is an isolated or controlled-access work area which has not been polyed nor equipped with a decontamination system.

61. WORKER DECONTAMINATION ENCLOSURE - A decontamination system consisting of a clean room, a shower room and an equipment room separated from each other and from the work area by airlocks and contained doorways. This system is used for all worker ingress and egress to and from the work area and for equipment and waste removal for small jobs.
62. WORK DAY - Monday through Friday, excluding holidays.

APPENDIX B: APPLICABLE STANDARDS AND GUIDELINES

General Requirements:


- a.) All work under this contract shall be done in strict accordance with all applicable Federal, State and Local regulations, standards and codes governing asbestos abatement and any other trade work done in conjunction with the abatement. The Contractor shall be responsible for the payment of all permits and fees required by all Federal, State, and Local authorities. The Contractor shall hold the Owner and the Owner's representative harmless for failure to comply with any applicable work, hauling, disposal, safety, health, or other regulations on the part of himself, his employees, or his subcontractors.
- b.) The most recent edition of any relevant regulation, standard, document or code shall be in effect. WHERE CONFLICT AMONG THE REQUIREMENTS OR WITH THESE SPECIFICATIONS EXISTS, THE MOST STRINGENT REQUIREMENTS SHALL BE UTILIZED.
- c.) Copies of all standards, regulations, codes and other applicable documents, including, but not limited to, this specification, medical records and training records shall be available in a clean area at the worksite. A stop work order may be issued for continued non-compliance.
- d.) General Applicability of Codes and Regulations, and Standards: 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 bound herewith.


1. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA):

- a. Title 29 Code of Federal Regulations, Section 1910.1001 - General Industry Standard for Asbestos.
- b. Title 29 Code of Federal Regulations, Section 1910.134 - General Industry Standard for Respiratory Protection.
- c. Title 29 Code of Federal Regulations, Section 1926.1101 - Construction Industry.
- d. Title 29 Code of Federal Regulations, Section 1910.20-Access to Employee Exposure and Medical Records.
- e. Title 29 Code of Federal Regulations, Section 1910.1200- Hazard Communication. Prevention Signs and Tags.

2. ENVIRONMENTAL PROTECTION AGENCY (EPA):

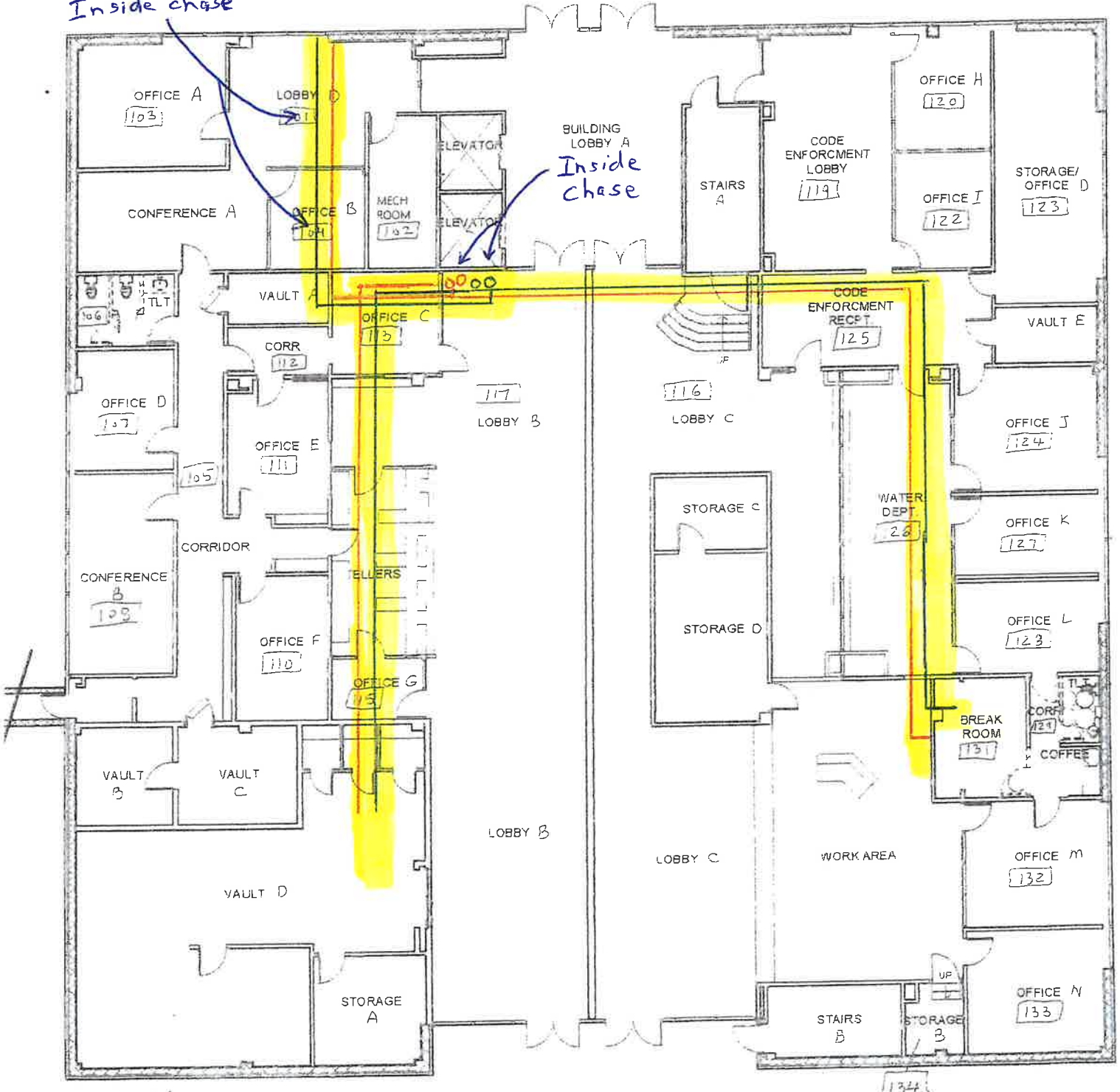
- a. Title 40 Code of Federal Regulations, Part 763, Sub-part G –Asbestos Abatement Projects; Worker Protection Rule.
 - b. Title 40 Code of Federal Regulations, Part 763, Sub-part E –Asbestos Hazard Emergency Response Act (AHERA) Regulation Asbestos-Containing Materials in Schools Final Rule & Notice.
 - c. Title 40 Code of Federal Regulations, Part 763, Sub-part E, Appendix C - Training Requirements of AHERA) Regulation Asbestos-Containing Materials in Schools Final Rule & Notice.
 - d. Title 40 Code of Federal Regulations, Part 61, Subparts A and M (Revised Subpart B) - National Emission Standard for Asbestos.
3. STATE OF TEXAS (TEXAS DEPARTMENT OF STATE HEALTH SERVICES):
- a. Texas Civil Statutes, Article 5182b-Hazard Communication Act.
 - b. Section 25 Texas Occupations Code Chapter 1954, Title 25, Part 1, Chapter 296, Asbestos Exposure Abatement in Public Buildings.
4. US DEPARTMENT OF TRANSPORTATION:
- Title 29 Code of Federal Regulations Parts 171 &172 - Hazardous Substances. (b)
Title 49 Code of Federal Regulations Parts 171 - 180 Hazardous Material Regulations.
5. NATIONAL FIRE PROTECTION ASSOCIATION (NFPA):
- Section 101 - Life Safety Code
6. ALL FEDERAL, STATE, COUNTY, AND LOCAL REGULATIONS, CODES AND ORDINANCES AS APPLICABLE.

Pipe Insulation Removal = 

Cold / Hot Water Piping = 

Inside chase

BUILDING LOBBY A
Inside chase




1 GROUND FLOOR DEMOLITION PLAN
1/8" = 1'-0"

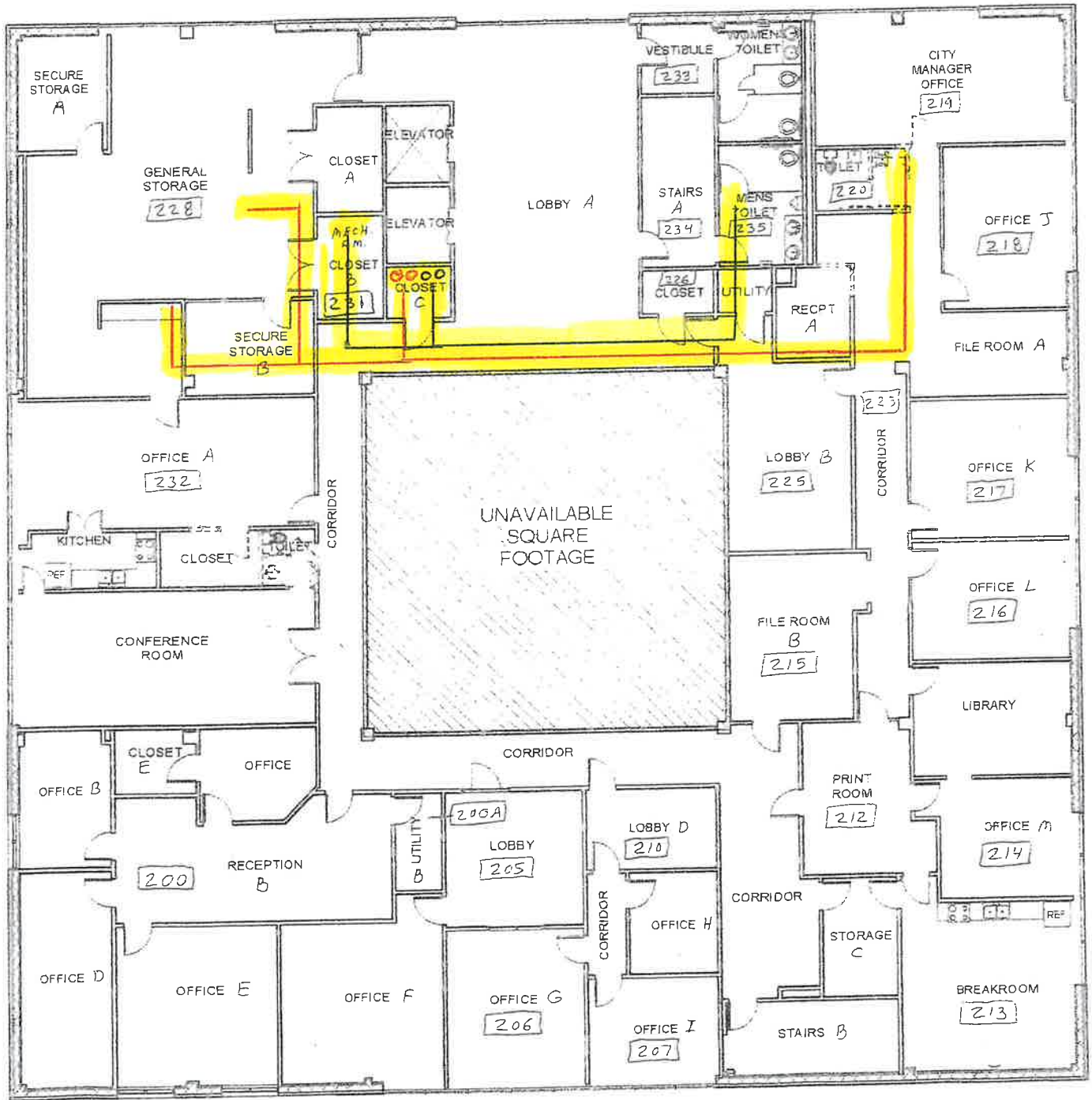
Alex Fuhrman

DSHS # 10-5629

Expires 4/7/2025

Pipe Insulation Removal = 

Cold / Hot Water Piping = 




1 SECOND FLOOR DEMOLITION PLAN
1/8" = 1'-0"

Alex Fuhman

DSHS # 10-5629

Expires 4/7/2025

Ceiling Tile Removal = 




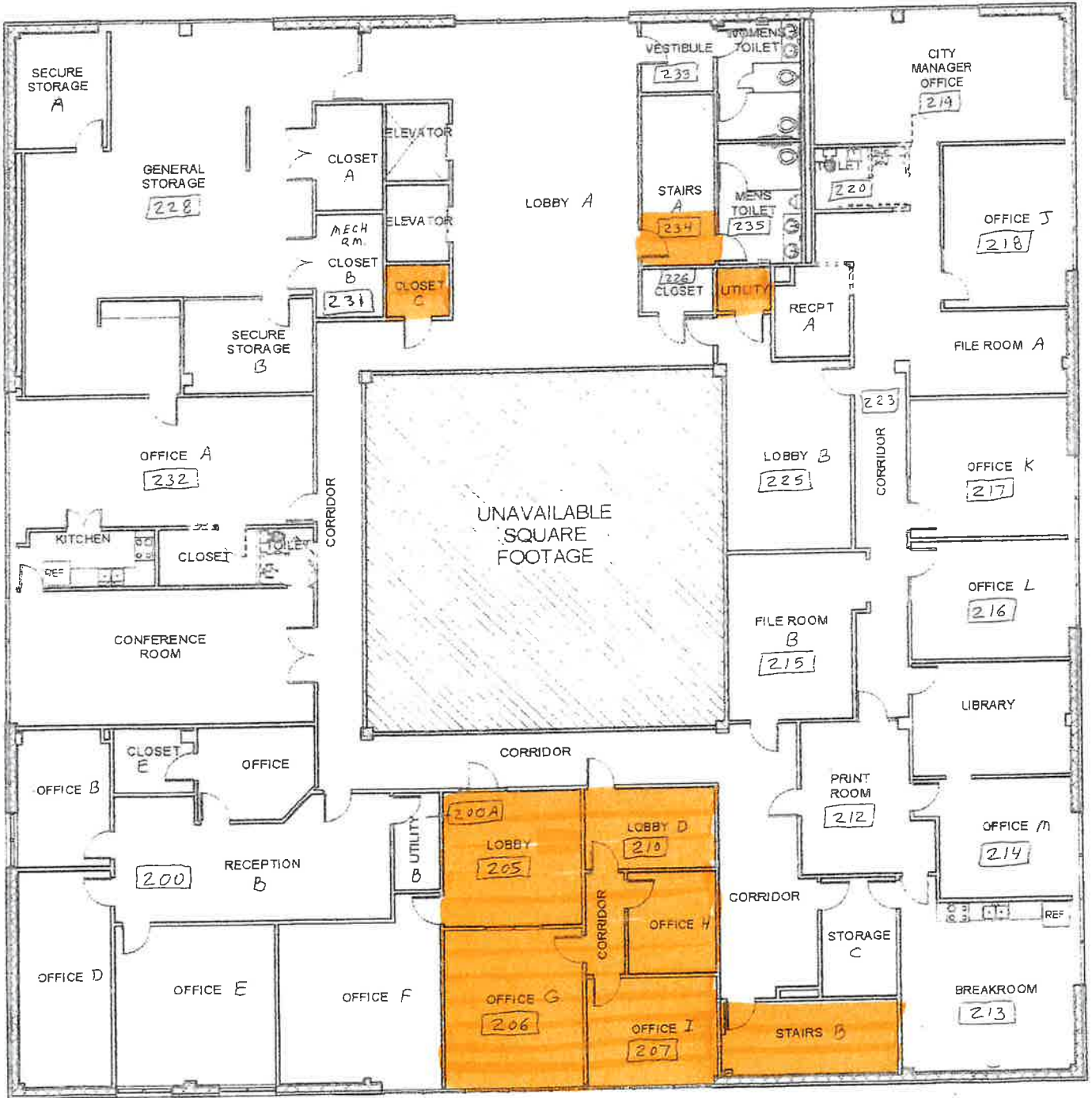
1 GROUND FLOOR DEMOLITION PLAN
1/8" = 1'-0"

Alex Furman

DSHS # 10-5629

Expires 4/7/2025

Ceiling Tile Removal = 




1 SECOND FLOOR DEMOLITION PLAN
1/8" = 1'-0"

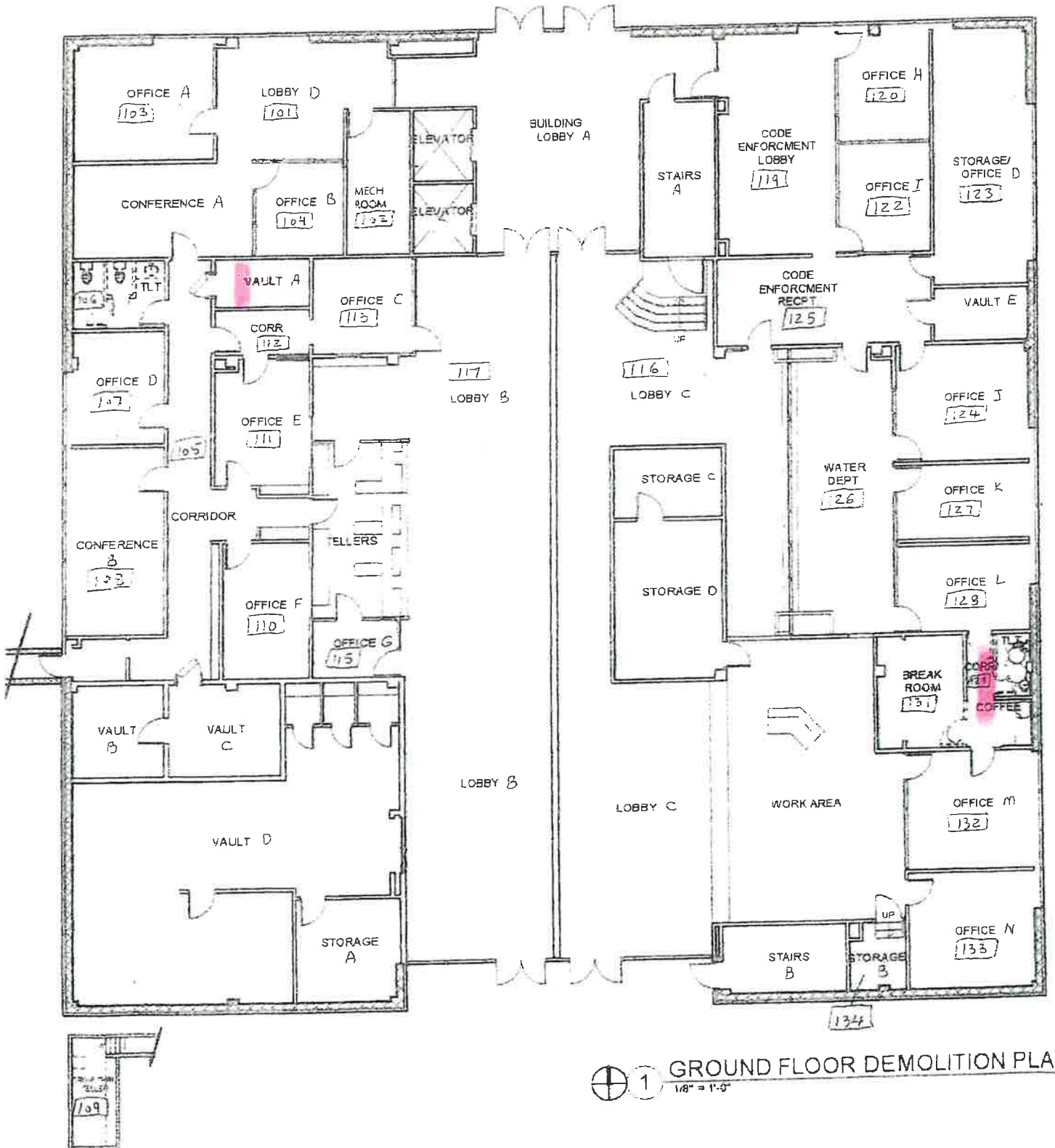
Alex Fuhman

DSHS # 10-5629

Expires 4/7/2025

Appendix C - Asbestos Removal Diagrams

Former A.H.U. Chillers with Mastic = 



1 GROUND FLOOR DEMOLITION PLAN
1/8" = 1'-0"

Alex Fuhman

DSHS # 10-5629

Expires 4/7/2025

Level 1 and 2 Piping - Site Photo Log



Photo #1: Level 1 – Mechanical Room – Behind Elevators



Photo #2: View of Piping Vault Access in Mechanical Room

Level 1 and 2 Piping - Site Photo Log



Photo #3: View of piping entering the vault – northwest vault area.



Photo #4: View of pipe fittings inside the vault area

Level 1 and 2 Piping - Site Photo Log



Photo #5: View of pipe chase – north side of elevators.



Photo #6: View of vertical pipe chase above first floor ceiling.

Level 1 and 2 Piping - Site Photo Log



Photo #7: View of pipe fittings above Level 1 ceiling.



Photo #8: View of pipe fittings above Level 1 ceiling – Room 117.

Level 1 and 2 Piping - Site Photo Log



Photo #9: View of the piping runs, above Level 1 lobby areas, rooms 116-117.



Photo #10: View of the pipe fittings – Level 1 - northeast room 125.

Level 1 and 2 Piping - Site Photo Log



Photo #11: View of the piping runs – Level 1 – Room 126.



Photo #12: View of pipe fittings above ceilings – Level 1 near room 131.

Level 1 and 2 Piping - Site Photo Log



Photo #13: View of pipe fitting near wall penetration, south wall of room 113.



Photo #14: View of piping runs above tellers and room 115.

Level 1 and 2 Piping - Site Photo Log



Photo #15: View of pipe fittings in Vault D – Level 1.



Photo #16: View of piping runs in Level 1 – Vault D.

Level 1 and 2 Piping - Site Photo Log



Photo #17: View of air handler unit and piping – Level 1 – Vault D.



Photo #18: View of air handler and piping – Level 1 – Vault D.

Level 1 and 2 Piping - Site Photo Log

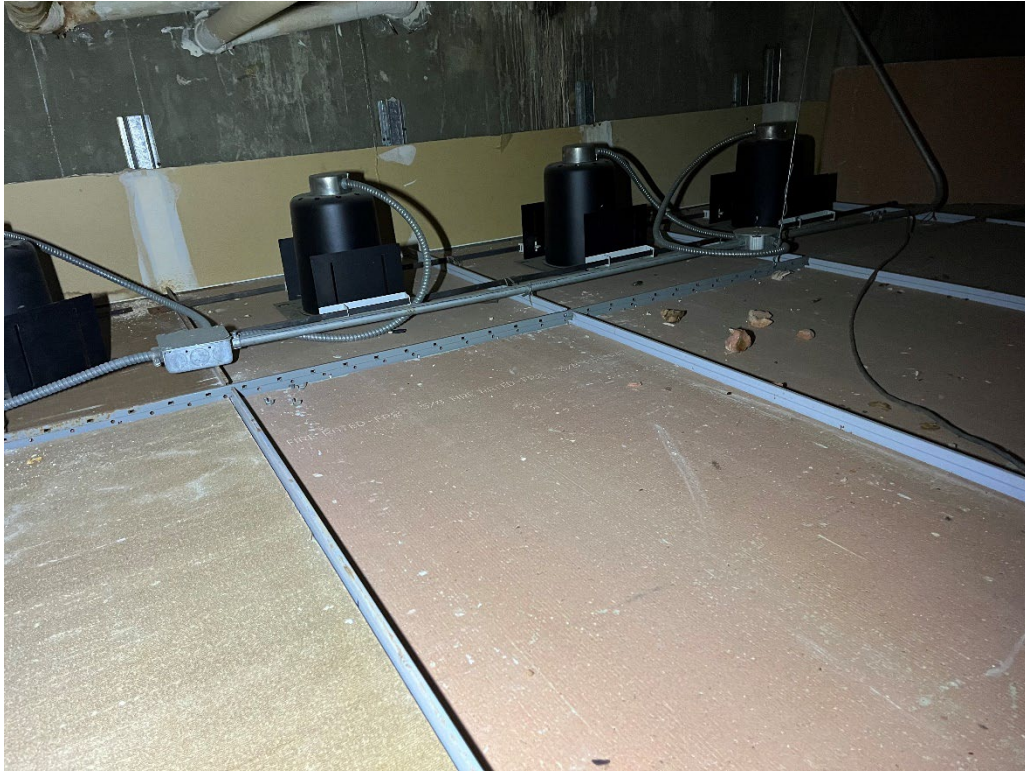


Photo #19: View of asbestos ceiling tiles in Level 1 – Vault D.

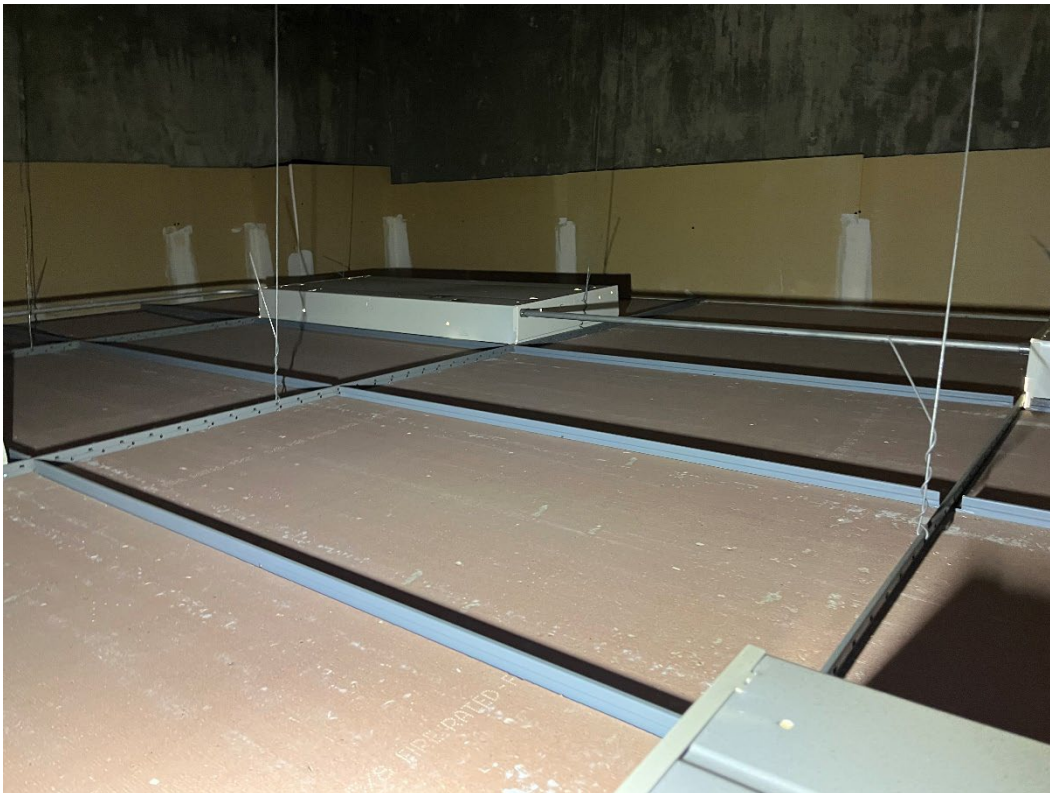


Photo #20: View of asbestos ceiling tiles – Level 1 – Vault D.

Level 1 and 2 Piping - Site Photo Log



Photo #21: View from beneath asbestos ceiling tiles in Vault D.



Photo #22: View of piping on Level 2 – lobby area near vertical pipe chase.

Level 1 and 2 Piping - Site Photo Log



Photo #23: View of pipe fittings in Level 2 lobby area.



Photo #24: View of piping on air handler – Level 2 men’s restroom.

Level 1 and 2 Piping - Site Photo Log



Photo #25: View of piping above utility closet.



Photo #26: View of piping in hallway – Level 2 – Corridor 223.

Level 1 and 2 Piping - Site Photo Log



Photo #27: View of evaporator coil and framing – above Vault 1.



Photo #28: View of evaporator coil and framing – above southeast restroom.

Level 1 and 2 Piping - Site Photo Log



Photo #29: View of remaining poly from previous abatement contractor.



Photo #30: View of remaining poly from previous abatement contractor.