

SPECIAL, 2/19/2019 1:30:00 PM

BE IT REMEMBERED that on February 19, 2019, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3 (ABSENT)

Commissioner Everette D. Alfred, Commissioner Pct. No. 4
(ABSENT)

Honorable Zena Stephens, Sheriff (ABSENT)

CHIEF DEPUTY PORTER

Honorable Carolyn L. Guidry , County Clerk

When the following proceedings were had and orders made, to-wit:

Notice of Meeting and Agenda and Minutes
February 19, 2019

Jeff R. Branick, County Judge
 Eddie Arnold, Commissioner, Precinct One
 Brent A. Weaver, Commissioner, Precinct Two
 Michael S. Sinegal, Commissioner, Precinct Three
 Everette "Bo" Alfred, Commissioner, Precinct Four



**NOTICE OF MEETING AND AGENDA
 OF COMMISSIONERS' COURT
 OF JEFFERSON COUNTY, TEXAS
 February 19, 2019**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **19th** day of **February 2019** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

Said meeting will be a **Special** for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

In addition to the routine business of the County, the subject of said meeting will be the following:

10:30 a.m.- Announcement of an executive (closed) session pursuant to Texas Government Code Section § 551.071 for the purpose of receiving information from its counsel regarding pending or anticipated litigation with the County.

11:30 a.m. -Meeting of the Jefferson County Industrial Corporation:-Consider and approve payment to Germer PLLC in the amount of \$ 11,812.41 for legal expenses associated with the Jefferson County Industrial Development Corporation Projects.

INVOCATION: Eddie Arnold, Commissioner, Precinct One

PLEDGE OF ALLEGIANCE: Brent A. Weaver, Commissioner, Precinct Two

PURCHASING:

1. Receive and file bids for Invitation for Bid (IFB 19-001/YS), Term Contract for Legal Notices for Jefferson County.

SEE ATTACHMENTS ON PAGES 15 - 92

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver

Action: APPROVED

2. Receive and file bids for Invitation for Bid (IFB 19-003/JW), Demolition of Hangar No. 3 at Jack Brooks Regional Airport.

SEE ATTACHMENTS ON PAGES 93 - 1181

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver

Action: APPROVED

3. Consider and approve specifications for (IFB 19-012/YS), Term Contract for Marine Motor Fuel for Jefferson County.

SEE ATTACHMENTS ON PAGES 1182 - 1222

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver

Action: APPROVED

4. Consider and approve specifications for (IFB 19-013/YS), Term Contract for Armored Car Service for Jefferson County.

SEE ATTACHMENTS ON PAGES 1223 - 1266

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver

Action: APPROVED

Notice of Meeting and Agenda and Minutes
February 19, 2019

5. Consider and approve award, execute, receive and file Acceptance of Offers for (IFB 19-001/YS), Term Contract for Legal Notices for Jefferson County with Beaumont Enterprise, The Examiner Corp., and Port Arthur News; as shown on Attachment A.

SEE ATTACHMENTS ON PAGES 1267 - 1272

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver

Action: APPROVED

6. Consider and approve award, execute, receive and file Master Services Agreement with Tetra Tech, Inc. in accordance with (RFP 18-029/YS), Emergency Debris Monitoring Services for Jefferson County.

SEE ATTACHMENTS ON PAGES 1273 - 1278

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver

Action: APPROVED

7. Consider and approve, execute, receive and file a contract extension for (IFB 15-006/DC), Jefferson County Bank Depository Contract with Wells Fargo Bank for an additional two (2) years, to expire on May 10, 2021.

SEE ATTACHMENTS ON PAGES 1279 - 1282

Action: TABLED

8. Consider and approve, execute, receive and file a contract amendment for (RFP 17-013/YS), Operation and Installation of Shoe Shine Concession for Jefferson County with Spurs Boot Shine to change business operation hours and days from Monday through Thursday, 7:30 am to 5:00 pm, Friday, 7:30 am to noon to Monday, Wednesday, and Friday, 8:00 am to 1:30 pm, and to include additional equipment of one (1) six (6) locker cabinet and one (1) stool.

SEE ATTACHMENTS ON PAGES 1283 - 1283

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver

Action: APPROVED

*Notice of Meeting and Agenda and Minutes
February 19, 2019*

9. Consider and approve corrections to (Agreement 19-005/JW) with Thomson Reuters (Westlaw) and Jefferson County for the Jefferson County Correctional Facility to include a correction to the one-year contract term from February 1, 2019 through January 31, 2020 to March 1, 2019 through February 29, 2020. This agreement does not include DIR contract pricing for CDRom/DVD subscriptions as previously noted. These corrections do not require an amendment to the agreement document that was approved and executed on January 28, 2019.

SEE ATTACHMENTS ON PAGES 1284 - 1288

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver

Action: APPROVED

10. Consider and approve Change Order No. 1 with Millenium Products, Inc. for the installation of a HIPOWER 250kW Diesel, 480/277, 60Hz, 3 phase, w/24 hour fuel tank generator at the Jefferson County New Health Clinic, in the amount of \$40,339.43, bringing the total amount to \$258,862.43. Funding is through TDRA- Round I to Disaster Project Now Funded by GLO. This is in accordance with GSA Contract GS-07F-0231N.

SEE ATTACHMENTS ON PAGES 1289 - 1291

Action: TABLED

11. Consider and approve, execute, receive and file a Certificate of Construction Completion with Millenium Product, Inc. for the installation of a HIPOWER 250kW Diesel, 480/277, 60Hz, 3 phase, w/24 hour fuel tank generator at the Jefferson County New Health Clinic. Funding is through TDRA- Round I to Disaster Project Now Funded by GLO. This is in accordance with GSA Contract GS-07F-0231N.

SEE ATTACHMENTS ON PAGES 1292 - 1292

Action: TABLED

*Notice of Meeting and Agenda and Minutes
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- 12. Request approval to release final payment to Millenium Products, Inc. for the installation of a HIPOWER 250kW Diesel, 480/277, 60Hz, 3 phase, w/24 hour fuel tank generator at the Jefferson County New Health Clinic in the amount of \$62,191.73. Funding is through TDRA- Round I to Disaster Project Now Funded by GLO. This is in accordance with GSA Contract GS-07F-0231N.

SEE ATTACHMENTS ON PAGES 1293 - 1293

Action: TABLED

- 13. Consider and approve, execute, receive and file Universal Membership Agreement (Agreement 19-015/DC) with the TALX Corporation (a provider of Equifax Verification Services) for income and employment verification services through The Work Number for the Jefferson County Public Health Department effective 02/04/2019.

SEE ATTACHMENTS ON PAGES 1294 - 1315

**Motion by: Commissioner Weaver
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver
Action: APPROVED**

- 14. Consider and approve an auction of surplus property as authorized by Local Government Code §263.152 (a) (1) by Horn’s Auction, Inc. The auction is schedule for Saturday, March 2, 2019 at 9:00 A.M.

SEE ATTACHMENTS ON PAGES 1316 - 1317

**Motion by: Commissioner Weaver
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver
Action: APPROVED**

COUNTY AUDITOR:

- 15. Consider and approve budget transfer - Jury - additional cost for supplies.

110-2027-412-3078	OFFICE SUPPLIES	\$2,500.00	
110-2027-412-5055	PETIT JURORS		\$2,500.00

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SEE ATTACHMENTS ON PAGES 1318 - 1318

Motion by: Commissioner Arnold
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver
Action: APPROVED

16. Consider and approve budget transfer - County Court at Law II - additional cost for overtime.

120-2052-412-1098	OVERTIME ALLOWANCE	\$240.00	
120-2052-412-3017	CLOTHING		\$240.00

SEE ATTACHMENTS ON PAGES 1319 - 1319

Motion by: Commissioner Arnold
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver
Action: APPROVED

17. Consider and approve budget amendment - Health & Welfare I - replacement of vehicle.

120-5074-441-6007	AUTOMOBILES	\$25,526.00	
120-5075-441-1002	ASSISTANTS & CLERKS		\$11,000.00
120-9999-415-9999	CONTINGENCY APPROPRIATION		\$14,526.00

SEE ATTACHMENTS ON PAGES 1320 - 1321

Motion by: Commissioner Arnold
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver
Action: APPROVED

18. Consider and approve budget transfer - JP Pct.1, Pl. 2 - replacement of chairs & mats.

120-2042-412-3084	MINOR EQUIPMENT	\$1,000.00	
120-2042-412-3078	OFFICE SUPPLIES		\$1,000.00

SEE ATTACHMENTS ON PAGES 1322 - 1322

**Motion by: Commissioner Arnold
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver
Action: APPROVED**

19. Consider and approve electronic disbursement for \$624.82 to Texas Department of Criminal Justice for February insurance reimbursement.

**Motion by: Commissioner Arnold
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver
Action: APPROVED**

20. Consider and approve electronic disbursements for \$519,849.89 to LaSalle for revenue received from entities for inmate housing.

**Motion by: Commissioner Arnold
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver
Action: APPROVED**

21. Receive and file Financial Statement for the Texas Juvenile Justice Department Grant Funds for the Year Ended August 31, 2018

SEE ATTACHMENTS ON PAGES 1323 - 1344

**Motion by: Commissioner Arnold
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver
Action: APPROVED**

22. Receive and file Jefferson County Community Supervision and Corrections Department Audited Financial Statements for the Year Ended August 31, 2018.

SEE ATTACHMENTS ON PAGES 1345 - 1385

**Motion by: Commissioner Arnold
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver
Action: APPROVED**

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23. Regular County Bills check #455711 through check #456017 (02/11/19) and check #456018 through checks #456234 (02/19/19).

SEE ATTACHMENTS ON PAGES 1386 - 1404

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver

Action: APPROVED

ADDENDUMS

COUNTY CLERK:

24. Consider and possibly approve expenditure from County Clerk's Records Management Fund in the amount of \$16,245.24 for purchase of 12 Dell monitors and book roller shelving.

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver

Action: APPROVED

COUNTY COMMISSIONERS:

25. Receive and file executed Community Agreement Memorandum of Understanding between Jefferson County and Region 5 Prevention Resource Center.

SEE ATTACHMENTS ON PAGES 1405 - 1406

Motion by: Commissioner Weaver

Second by: County Judge Branick

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver

Action: APPROVED

26. Consider, possibly approve a Resolution for Approval for Election Regarding Pari-Mutuel Wagering and Pari-Mutuel Wagering on Simulcast.

SEE ATTACHMENTS ON PAGES 1407 - 1412

**Motion by: Commissioner Weaver
Second by: County Judge Branick
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver
Action: APPROVED**

27. Consider and possibly approve a RESOLUTION REGARDING A REQUEST OF TRP CRUDE MARKETING, LLC, FOR THE ISSUANCE OF ONE OR MORE SERIES OF REVENUE BONDS; CALLING FOR A PUBLIC HEARING WITH RESPECT THERETO; AND AUTHORIZING OTHER ACTIONS, REQUESTS, APPROVALS AND CONSENTS RELATED THERETO”.

SEE ATTACHMENTS ON PAGES 1413 - 1420

**Motion by: Commissioner Weaver
Second by: County Judge Branick
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver
Action: APPROVED**

28. Consider and possibly approve a Proclamation for Save Our Children, Children in Motion Inc.’s Annual “Reading and Love Matters” Event.

SEE ATTACHMENTS ON PAGES 1421 - 1422

**Motion by: Commissioner Arnold
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver
Action: APPROVED**

COUNTY TAX ASSESSOR-COLLECTOR:

29. Consider, possibly approve a Resolution for approval to proceed with Election Security Assessment and to authorize the County Judge to execute the authorization to proceed with the Assessment Program.

SEE ATTACHMENTS ON PAGES 1423 - 1425

**Motion by: Commissioner Arnold
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver
Action: APPROVED**

COUNTY TREASURER:

30. Receive and File Investment Schedule for January, 2019, including the year to date total earnings on County funds.

SEE ATTACHMENTS ON PAGES 1426 - 1428

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver

Action: APPROVED

EMERGENCY MANAGEMENT:

31. Consider, possibly approve and authorize the County Judge to execute 2019 Foundation for Southeast Texas Grant Application to be submitted by Jefferson County Office of Emergency Management for animal sheltering supplies during emergencies.

SEE ATTACHMENTS ON PAGES 1429 - 1429

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver

Action: APPROVED

ENGINEERING:

32. Execute, receive and file Pipeline Permit 01-P-19 to Enterprise TE Products Pipeline Company LLC, to bore a 30" Ethane pipeline under 14 Jefferson County roads. This project is located in Precincts 2 and 4.

SEE ATTACHMENTS ON PAGES 1430 - 1458

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver

Action: APPROVED

Notice of Meeting and Agenda and Minutes
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33. Consider and possibly approve for the Judge's signature, the TxDOT Local Government Assistance Program for 2019 (RAP) in accordance with the attached schedule. TxDOT will provide Jefferson County with 4,845 CY of RAP valued at \$24,226.00.

SEE ATTACHMENTS ON PAGES 1459 - 1459

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver

Action: APPROVED

34. Consider and possibly approve the Amended Plat of Lot 1 of the G. D. Brown and K. D. Brown Addition No. 1, being 1.506 acres out of Tract 3B and Tract 2A in Clerk's file No. 2013012095, MRJCT, of the Sophia Dean Survey Abstract No. 16, located off Howard Road (a private road) in Precinct No. 1. This plat is not within any ETJ (extra-territorial jurisdiction) and has met all of our platting requirements.

SEE ATTACHMENTS ON PAGES 1460 - 1461

Action: TABLED

35. Consider and possibly approve the Final Plat of Mid-County Industrial Park Phase I, being 10.32 acres and part of the WM Carroll Survey, A-13, and the T and NORR Survey No.1, A-257. Subdivision is located off of U. S. Highway 69, 96, 287 in Precinct No. 2. This plat is within the Nederland ETJ (extra-territorial jurisdiction) and the Beaumont ETJ and has met all of the Jefferson County Engineering Department platting requirements.

SEE ATTACHMENTS ON PAGES 1462 - 1464

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver

Action: APPROVED

Notice of Meeting and Agenda and Minutes
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36. Consider and possibly approve the Amended Plat of Lot 1(0.2972 acres), and Lot 2 (0.4852 acres) out of and a part of a called 0.785 acres in the David Choate League Abstract No. 11, County Clerk File No. 2012018021209, OPRJCT, located off Reins Road in Precinct No. 1. This plat is in the Beaumont ETJ (extra-territorial jurisdiction). It was reviewed by the City of Beaumont Planning and Zoning Commission and has met all of our platting requirements.

SEE ATTACHMENTS ON PAGES 1465 - 1466

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver

Action: APPROVED

RISK MANAGEMENT:

37. Consider and possibly approve the appointment of Zena Stephens, by Commissioner Eddie Arnold, to the Southeast Texas Government Employee Benefits Pool Board of Trustees, to fill the three-year unexpired term of Tim Funchess, who was appointed January 1, 2017.

Motion by: County Judge Branick

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver

Action: APPROVED

SHERIFF'S DEPARTMENT:

38. Consider and possibly approve U.S. Department of Justice, United States Marshal Service modification No. 11 to the current Inter-Governmental Agreement 78-01-0077. The purpose of this agreement is to incorporate the new wage determination effective 12/26/2018.

SEE ATTACHMENTS ON PAGES 1467 - 1480

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver

Action: APPROVED

Notice of Meeting and Agenda and Minutes
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39. Consider and possibly approve a resolution to authorize the County Judge to execute a grant application with the Office of the Governor's Criminal Justice Division for Jefferson County to receive funding for FYI 2019-2020 for LEPTA Sustaining Special Response Teams equipment for the County Sheriff's SWAT team. (No matching funds are required.)

SEE ATTACHMENTS ON PAGES 1481 - 1481

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver

Action: APPROVED

DISTRICT ATTORNEY:

40. Consider and possibly approve a Resolution in support of the District Attorney's Office Special Crimes Unit application to the Office of the Governor, Criminal Justice Division for the Preventing, Investigating and Prosecuting the Commercial Sexual Exploitation of Children grant for the 2019-2020 FYI.

SEE ATTACHMENTS ON PAGES 1482 - 1482

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver

Action: APPROVED

Jeff R. Branick
County Judge



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

January 14, 2019

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 19-001/YS, Term Contract for Legal Notices for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: Term Contract for Legal Notices for Jefferson County

BID NO: IFB 19-001/YS

DUE DATE/TIME: 11:00 AM CDT, Tuesday, February 12, 2019

MAIL OR DELIVER TO: Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us.

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark, Purchasing Agent
 Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – January 16 & January 23, 2019

IFB 19-001/YS
Term Contract for Legal Notices for Jefferson County
Bids due: 11:00 AM CDT, Tuesday, February 12, 2019

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Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Two (2) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

Additionally, Bidder must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

Instructions to Bidders

1. Bid Submission

Bids must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope or box shall also include the Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Late bids will not be accepted and will be returned unopened to the bidder.

All bids submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

2. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

3. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal.** Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

The County requests that bid submissions NOT be bound by staples or glued spines.

If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.

The bid shall be legally signed and shall include the complete address of the bidder.

Jefferson County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

5. Signatures

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

6. County Holidays – 2019:

January 1	Tuesday	New Year's
January 21	Monday	Martin Luther King, Jr. Day
February 18	Monday	President's Day
April 19	Friday	Good Friday
May 27	Monday	Memorial Day
July 4	Thursday	Independence Day
September 2	Monday	Labor Day
November 11	Monday	Veteran's Day
November 28 & 29	Thursday & Friday	Thanksgiving
December 24 & 25	Tuesday & Wednesday	Christmas
January 1, 2020	Wednesday	New Year's

7. **Rejection or Withdrawal**

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

8. **Emergency/Declared Disaster Requirements**

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

9. **Award**

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected. Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting

specifications is not awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

10. **Contract**

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

11. **Waiver of Subrogation**

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

12. **Fiscal Funding**

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

13. **Bid Results**

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page (<http://co.jefferson.tx.us/purchasing/main.htm>) as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

14. **Changes and Addenda to Bid Documents**

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

15. **Specifications**

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

16. **Delivery**

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

17. **Interpretation of Bid and/or Contract Documents**

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

18. Currency

Prices calculated by the bidder shall be stated in U.S. dollars.

19. Pricing

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

20. Notice to Proceed/Purchase Order

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

21. Certification

By signing the offer section of the Offer and Acceptance page, bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

22. Definitions

"County" – Jefferson County, Texas.

"Contractor" – The bidder whose proposal is accepted by Jefferson County.

23. Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

General Conditions of Bidding and Terms of Contract

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

1. Bidding

1.1 Bids. All bids must be submitted on the bid form furnished in this package.

1.2 Authorized Signatures. The bid must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

1.3 Late Bids. Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 Withdrawal of Bids Prior to Bid Opening. A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 Withdrawal of Bids after Bid Opening. Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 Bid Amounts. Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 Exceptions and/or Substitutions. All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 Alternates. The Invitation for Bid and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 Descriptions. Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 Bid Alterations. Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 Tax Exempt Status. Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 Quantities. Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose

intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 Silence of Specifications for Complete Units. All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 Addenda. Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

1.16 General Bid Bond/Surety Requirements. Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 General Insurance Requirements. Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.18 Responsiveness. A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 Responsible Standing of Bidder. To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 Confidential/Proprietary Information

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder **must** clearly mark the applicable pages of Bidder's bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

1.21 Public Bid Opening. Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. Performance

2.1 Design, Strength, and Quality. Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 Age and Manufacture. All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 Delivery Location. All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 Delivery Schedule. Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 Delivery Charges. All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

2.6 Installation Charges. All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 Operating Instructions and Training. Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 Storage. Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 Compliance with Federal, State, County, and Local Laws. Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA. The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 Patents and Copyrights. The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 Samples, Demonstrations and Testing. At Jefferson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

2.13 Acceptability. All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. 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 Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 Maintenance. Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

2.15 Material Safety Data Sheets. Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

3.1 Purchase Orders. A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County 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.

3.2 Invoices. All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

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

3.4 Funding. Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. Contract

4.1 Contract Definition. The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful bidder and Jefferson County.

4.2 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, upon agreement between vendor(s) and Jefferson County, may be renewed annually for up to four (4) additional years.

4.3 Change Order. No different or additional terms will become part of this contract with the exception of a change order. 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 and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.4 Price Re-determination. A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

4.5 Termination. Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

4.6 Conflict of Interest. Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

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

4.8 Interest by Public Officials. No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.9 Warranty. The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.10 Uniform Commercial Code. The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.11 Venue. This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.12 Sale, Assignment, or Transfer of Contract. The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.13 Silence of Specifications. The apparent silence of these specifications as to any 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.

5. Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding \$100,000.

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (b) Meeting contract performance requirements; or
- (c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products/htm>.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall ensure that required parts of the bid are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Bidder is responsible for submitting one (1) original bid copy to include a completed copy of this specifications packet in its entirety; and two (2) numbered bid copies to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

All bids shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED BID." The outside of the envelope or box shall also include: Bid Number, Bid Name, Bid Due Date, Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

2. Vendor Registration: SAM (System for Award Management).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

Bidders are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Bid Submission.

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

FORM 1295 Exemptions: What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

3. **Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission) – CONTINUED**

Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.

Vendors must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

4. **Multiple Vendor Award**

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

5. **Delivery**

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

6. **Payment**

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to: Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7th floor, Beaumont, TX 77701.

7. **Usage Reports**

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

8. **Insurance**

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	\$1,000,000
Excess Liability	\$1,000,000

Property Insurance (policy below that is applicable to this project):

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
 Builder's Risk Policy: Structural Coverage for Construction Projects
 Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 9 Below)

9. Workers' Compensation Insurance

9.1 Definitions:

- 9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- 9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
- 9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- 9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- 9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.
- 9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

- 9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
- 9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
- 9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- 9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
- 9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
- 9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
- 9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
- 9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us. regarding any questions or comments. Please reference bid number IFB 19-001/YS.

Scope

Vendor shall provide Publication of Legal Notices for Jefferson County subject to the terms and conditions stated for an initial period of one (1) year with an option to renew for four (4) additional years beginning on or about Date of Award.

Prices quoted shall remain firm for one (1) year from date of award.

Contract

This bid, when properly accepted by Jefferson County Commissioners' Court, shall constitute a contract equally binding between the successful bidder and Jefferson County. No different or additional terms will become a part of this contract.

Minimum Specifications

Publish legal advertisements in classified advertisement section of newspaper as required. These will include public notices, notices to bidders, etc.

Publisher's affidavits and tear sheets will be provided free of charge with each corresponding invoice sent to the County.

Jefferson County reserves the right to award multiple contracts. Advertising will be rotated among contractors at the discretion of the County using department. Award of contract does not guarantee that every advertising notice of Jefferson County will be published every time with resulting contractor.

Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Number & Name: IFB 19-001/YS, Term Contract for Legal Notices for Jefferson County

Bidder's Company/Business Name: Beaumont Enterprise

Bidder's TAX ID Number: 76-0556297

Contact Person: Craig Hatcher **Title:** Chief Revenue Officer

Phone Number (with area code): (409) 838-2838

Alternate Phone Number if available (with area code): _____

Fax Number (with area code): (409) 838-2845 (prefer email)

Email Address: chatcher@hearstnp.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

380 Main Street

Address Beaumont, TX 77701

City, State, Zip Code

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Beaumont Enterprise
Company Name

380 Main Street
Address

Beaumont Tx 77701
City State Zip

Craig Hatcher
Signature of Person Authorized to Sign

Craig Hatcher
Printed Name

Chief Revenue Officer
Title

For clarification of this offer, contact:

Craig Hatcher
Name

(409) 838-2838 (409) 838-2845
Phone Fax *prefer email*

chatcher@hearstrip.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Legal Notices for Jefferson County.
Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. IFB 19-001/YS, Term Contract for Legal Notices for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Notice to Bidders: Jefferson County purchased classified advertising in the approximate amount of \$ during the 2017-2018 budget year.

Directions: Please complete the below form. Should
 a Line Item not apply to your publication, please write "N/A" in the column.

Item	Description	Daily Rate	Sunday Rate
1	Newspaper with a circulation of 50,000 or more.	\$ n/a	\$ n/a
2	Newspaper with a circulation of under 50,000.	\$ 2.15 line	\$ 2.59 line

Newspaper Liaison for Jefferson County:				
<div style="font-size: 1.2em; font-family: cursive;">Craig Hatcher Chief Revenue Officer</div>				
Name and Title				
<div style="font-size: 1.2em; font-family: cursive;">(409) 838-2838 (409) 838-2845 (prefer email)</div>				
Phone		Fax		
Email				
<div style="font-size: 1.2em; font-family: cursive;">chatcher@hearstnp.com</div>				
Mailing Address: Street Address/PO City State Zip				
<div style="font-size: 1.2em; font-family: cursive;">380 Main Street</div>		<div style="font-size: 1.2em; font-family: cursive;">Beaumont</div>	<div style="font-size: 1.2em; font-family: cursive;">Tx</div>	<div style="font-size: 1.2em; font-family: cursive;">77701</div>

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received _____

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

Bidder Shall Return Completed Form with Offer.

Vendor References

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: Jefferson County
 Address: 1149 Real Street, Beaumont, TX 77701
 Contact Person and Title: _____
 Phone: (409) 835-8411 Fax: _____
 Email Address: _____ Contract Period: _____
 Scope of Work: Legal Ads

REFERENCE TWO

Government/Company Name: Port of Beaumont
 Address: PO Box 2297, Beaumont, TX 77704
 Contact Person and Title: _____
 Phone: (409) 835-5367 Fax: _____
 Email Address: _____ Contract Period: _____
 Scope of Work: Legal Ads

REFERENCE THREE

Government/Company Name: Hardin County
 Address: PO Box 1990, Kountze, TX 77625
 Contact Person and Title: _____
 Phone: (409) 246-3412 Fax: _____
 Email Address: _____ Contract Period: _____
 Scope of Work: Legal Ads

Bidder Shall Return Completed Form with Offer.

Signature Page

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? Yes No

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

Beaumont Enterprise
Bidder (Entity Name)

380 Main Street
Street & Mailing Address

Beaumont, TX 77701
City, State & Zip

(409) 838-2838
Telephone Number

chatchere@earthlink.net
E-mail Address

Craig Hatcher
Signature

Craig Hatcher
Print Name

2/2/19
Date Signed

(409) 838-2845 (pre fax email)
Fax Number

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		<p>OFFICE USE ONLY</p> <p>Date Received</p>
1	Name of vendor who has a business relationship with local governmental entity.	
2	<input type="checkbox"/> 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	<p>Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">_____ n/g Name of Officer</p> <p>This section (Item 3 Including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No n/g</p> <p>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 named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No n/g</p> <p>C. Is the filer of this questionnaire employed by 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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No n/g</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>	
4	<p style="text-align: center;">_____ n/g Signature of vendor doing business with the governmental entity</p> <p style="text-align: right;">_____ n/g Date</p>	

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.		OFFICE USE ONLY Date Received
1	Name of Local Government Officer <div style="text-align: center; font-size: 2em;">n/a</div>	
2	Office Held <div style="text-align: center; font-size: 2em;">n/a</div>	
3	Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code <div style="text-align: center; font-size: 2em;">n/a</div>	
4	Description of the nature and extent of employment or other business relationship with vendor named in item 3 <div style="text-align: center; font-size: 2em;">n/a</div>	
5	List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B). Date Gift Accepted <u> n/a </u> Description of Gift <u> n/a </u> Date Gift Accepted <u> n/a </u> Description of Gift <u> n/a </u> Date Gift Accepted <u> n/a </u> Description of Gift <u> n/a </u> (attach additional forms as necessary)	
6	AFFIDAVIT I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code. <div style="text-align: center; font-size: 2em;">n/a</div> <div style="text-align: right; margin-top: 10px;"> <hr style="width: 30%; margin: 0 auto;"/> Signature of Local Government Officer </div> <p style="font-size: 0.8em; margin-top: 10px;">AFFIX NOTARY STAMP / SEAL ABOVE</p> Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office. <hr style="width: 100%; margin: 0;"/> Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath	

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

Yes No

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

- Yes No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
n/a
- Yes No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
n/a
- Yes No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant's organization)?
n/a
- Yes No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?
n/a
- Yes No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
n/a
- Yes No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**
n/a

**If "No" was selected, please explain and include any pertinent documentation with your bid.
If necessary, please use a separate sheet to answer the above questions.**

n/a	n/a
Printed Name of Authorized Representative	Signature
n/a	n/a
Title	Date

Bidder Shall Return Completed Form with Offer.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your bid.

Bidder ~~intends~~ intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
 Yes No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative

Signature of Representative

Date

Printed Name of HUB

Signature of Representative

Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
 Yes No

Prime Contractor: _____ *n/a* HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: \$ _____ Total HUB Subcontract(s): \$ _____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____ *n/a*

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Texas Bldg & Procurement Comm. Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- All subcontractors to be utilized are "Non-HUBs." (Complete Part III)
- HUBs were solicited but did not respond.
- HUBs solicited were not competitive.
- HUBs were unavailable for the following trade(s):
- Other: _____

n/a

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? Yes No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

n/a

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

n/a

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: n/g Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: n/g Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): _____

Title: _____

Signature: n/g

Date: _____

E-mail address: _____

Contact person that will be in charge of invoicing for this project:

Name (print or type): _____

Title: _____

Date: n/g

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

- I certify that Beaumont Enterprise [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.
- I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ (city and state).

Taxpayer Identification Number (T.I.N.):	76 - 0556297
Company Name submitting bid/proposal:	Beaumont Enterprise
Mailing address:	380 main Street, Beaumont, Tx 77701
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**
5453	380 main Street, Beaumont, Tx 77701
5452	"
171566	"

* This is the property amount identification number assigned by the Jefferson County Appraisal District.
 ** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF Texas COUNTY OF Jefferson

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Craig Hatcher, who (name) after being by me duly sworn, did depose and say:

"I, Craig Hatcher am a duly authorized officer of/agent for Beaumont Enterprise and have been duly authorized to execute the foregoing on behalf of the said Beaumont Enterprise (name of firm)

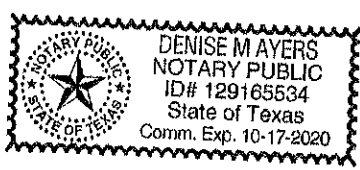
I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: Beaumont Enterprise
380 Main Street, Beaumont, TX 77701

Fax: (409) 838-2845 Telephone# (409) 838-2838
by: Craig Hatcher Title: Chief Revenue Officer
(print name)

Signature: Craig Hatcher

SUBSCRIBED AND SWORN to before me by the above-named Craig Hatcher on this the 12th day of February, 2019.



Denise Mayers
Notary Public in and for the State of 10-17-2020

Bidder Shall Return Completed Form with Offer.

House Bill 89 Verification

I, Craig Hatcher, the undersigned representative of (company or business name Beaman Enterprise) (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

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

Pursuant to Section 2270.001, Texas Government Code:

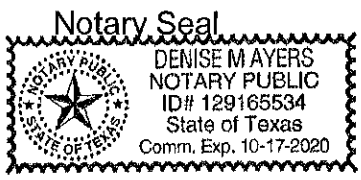
- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled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

Craig Hatcher
Signature of Company Representative

Date 2/8/19

On this 8th day of February, 2019, personally appeared

Craig Hatcher, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.



Denise M. Mayers
Notary Signature
2/8/19
Date

Bidder Shall Return Completed Form with Offer.

Senate Bill 252 Certification

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Beaumont Enterprise

Company Name

19-001/YS

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

Bidder Shall Return Completed Form with Offer.

RECEIVED 09:30 AM FEB 12 2019

**BEAUMONT
ENTERPRISE**The biggest name in Southeast Texas News
BeaumontEnterprise.comPO Box 3071
Beaumont, TX 77704**ORIGINAL**Jefferson County Purchasing Dept.
Attn: Deborah L. Clark
1149 Pearl Street, 1st Floor
Beaumont, TX 77701BID NAME: ~~Legal Notices~~ Term Contract for Legal Notices
for Jefferson County

BID No: IFB 19-001/ys

BID DUE DATE: 11:00 AM CST, TUESDAY, FEB 12, 2019

BIDDER: BEAUMONT ENTERPRISE
380 MAIN STREET
BEAUMONT, TX 77701

Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Number & Name: IFB 19-001/YS, Term Contract for Legal Notices for Jefferson County

Bidder's Company/Business Name: Port Arthur Newmedia LLC.

Bidder's TAX ID Number: 32055142270

Contact Person: Rich Macke **Title:** President + Publisher

Phone Number (with area code): 409-721-2400

Alternate Phone Number if available (with area code): 409-721-2445

Fax Number (with area code): NA

Email Address: Rich.Macke@PANews.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

2349 Memorial Blvd.
Address
Port Arthur, Tx. 77640
City, State, Zip Code

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Port Arthur Newsmedia LLC

Company Name

For clarification of this offer, contact:

2349 Memorial Blvd

Address

Rich Macke

Name

Port Arthur TX 77640

City

State

Zip

409-721-2445 N/A

Phone

Fax

[Signature]

Signature of Person Authorized to Sign

Rich.macke@PAnews.com

E-mail

Rich Macke

Printed Name

President & Publisher

Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Legal Notices for Jefferson County.
Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. IFB 19-001/YS, Term Contract for Legal Notices for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Notice to Bidders: Jefferson County purchased classified advertising in the approximate amount of \$ during the 2017-2018 budget year.

Directions: Please complete the below form.
a Line Item not apply to your publication, please write "N/A" in the column.

Should

Item	Description	Daily Rate	Sunday Rate
1	Newspaper with a circulation of 50,000 or more.	\$	\$
2	Newspaper with a circulation of under 50,000.	\$9.70 PC	\$9.70 PC

Newspaper Liaison for Jefferson County:				
<i>Patty Lewis</i>		<i>Graphic Artist</i>		
Name and Title				
<i>409-721-2400</i>				
Phone		Fax		
<i>Patty.Lewis@PANews.com</i>				
Email				
<i>2349 Memorial Blvd.</i>		<i>Port Arthur</i>		<i>Tx</i>
Mailing Address: Street Address/PO		City	State	Zip
				<i>77640</i>

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received _____

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

Bidder Shall Return Completed Form with Offer.

Vendor References

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: City of Port Arthur
 Address: PO Box 1089, Port Arthur TX 77641
 Contact Person and Title: Bernadette, Acct
 Phone: 409-983-8279 Fax: _____
 Email Address: bernadette.villemez@portarthurtx.gov Contract Period: _____
 Scope of Work: Legal & Help Wanted advertising

REFERENCE TWO

Government/Company Name: City of Groves
 Address: PO Box 846, Groves TX 77619
 Contact Person and Title: Kim Butler
 Phone: 409-962-4471 Fax: _____
 Email Address: kbutler@ci.grovestx.com Contract Period: _____
 Scope of Work: Legal advertising

REFERENCE THREE

Government/Company Name: Port Arthur ISD
 Address: PO Box 1388, Port Arthur TX 77641
 Contact Person and Title: Dr Brown
 Phone: 409-989-6100 Fax: _____
 Email Address: CBonham@paisd.org Contract Period: _____
 Scope of Work: Legal advertising

Bidder Shall Return Completed Form with Offer.

Signature Page

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? Yes No

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

Port Arthur Newsmedia LLC

Bidder (Entity Name)

2349 Memorial Blvd

Street & Mailing Address

Port Arthur, Tx. 77640

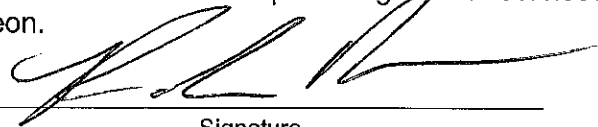
City, State & Zip

409-721-2400

Telephone Number

Rich.mack@paNews.com

E-mail Address



Signature

Rich Mack

Print Name

2/4/19

Date Signed

N/A

Fax Number

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p style="font-size: 1.2em; margin-left: 20px;"><i>Dont Acker Newsmedia LLC</i></p>	<p>Date Received</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: 0.8em; margin-left: 20px;">(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.)</p>		
<p>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center; margin-left: 100px;">_____</p> <p style="text-align: center; margin-left: 100px;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p> <p>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 named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p> <p>C. Is the filer of this questionnaire employed by 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?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p>4</p> <p style="text-align: center; margin-top: 20px;"> _____ Signature of vendor doing business with the governmental entity </p> <p style="text-align: center; margin-left: 300px; margin-top: 20px;"> _____ Date </p>		

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.		OFFICE USE ONLY
1	Name of Local Government Officer	Date Received
2	Office Held	
3	Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code	
4	Description of the nature and extent of employment or other business relationship with vendor named in Item 3	
5	List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in Item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B). Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ (attach additional forms as necessary)	
6	AFFIDAVIT I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code. <div style="text-align: center; margin-top: 20px;"> _____ Signature of Local Government Officer </div> AFFIX NOTARY STAMP / SEAL ABOVE Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office. <div style="display: flex; justify-content: space-between; margin-top: 20px;"> _____ Signature of officer administering oath _____ Printed name of officer administering oath _____ Title of officer administering oath </div>	

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
 Yes No

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

- Yes No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
- Yes No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
- Yes No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant's organization)?
- Yes No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?
- Yes No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
- Yes No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.** *Port Arthur News is a media facet handling Public Notices. All work is handled within*

If "No" was selected, please explain and include any pertinent documentation with your bid.

If necessary, please use a separate sheet to answer the above questions.

Rod Macke

Printed Name of Authorized Representative

[Handwritten Signature]

Signature

President + Publisher

Title

2/4/19

Date

Bidder Shall Return Completed Form with Offer.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

~~Yes~~ No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: Yes No

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative Signature of Representative Date

Printed Name of HUB Signature of Representative Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
 Yes No

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: \$ _____ Total HUB Subcontract(s): \$ _____

Construction HUB Goals: 12.8% MBE: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
 Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Texas Bldg & Procurement Comm. Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: _____
 Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: _____
 Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

**All HUB Subcontractor Participation may be verified with the
HUB Subcontractor(s) listed on Part I.**

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- All subcontractors to be utilized are "Non-HUBs." (Complete Part III)
- HUBs were solicited but did not respond.
- HUBs solicited were not competitive.
- HUBs were unavailable for the following trade(s): _____
- Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? Yes No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): Rich Macke

Title: President + Publisher

Signature: [Handwritten Signature]

Date: 2/8/19

E-mail address: Rich.Macke@PNews.com

Contact person that will be in charge of invoicing for this project:

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

- I certify that Port Arthur Newsmedia LLC [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.
- I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ (city and state).

Taxpayer Identification Number (T.I.N.):	32055742270
Company Name submitting bid/proposal:	Port Arthur Newsmedia LLC.
Mailing address:	2349 Memorial Blvd. Port Arthur, TX. 77640
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**
006700-000/010200-00000	2349 Memorial Blvd, Port Arthur TX 77640

* This is the property amount identification number assigned by the Jefferson County Appraisal District.
 ** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF Texas COUNTY OF Jefferson

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas,

on this day personally appeared William R Macke, who
(name)

after being by me duly sworn, did depose and say:

"I, William R Macke am a duly authorized officer of/agent
(name)
for Port Arthur Newsmedia LLC and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said Port Arthur Newsmedia LLC.
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: Port Arthur Newsmedia LLC
2349 Memorial Blvd, PO Box 789, Port Arthur TX 77641

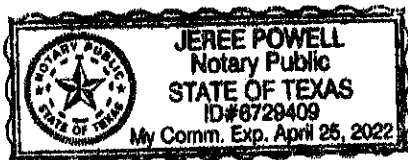
Fax: NA Telephone# 409-721-2400

by: William R. Macke Title: Publisher
(print name)

Signature: [Handwritten Signature]

SUBSCRIBED AND SWORN to before me by the above-named William R Macke on

this the 4 day of February, 2019.



[Handwritten Signature]
Notary Public in and for
the State of Tx

Bidder Shall Return Completed Form with Offer.

House Bill 89 Verification

I, William R Macke, the undersigned representative of (company or business name Past Arthur Newsmedia LLC) (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

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

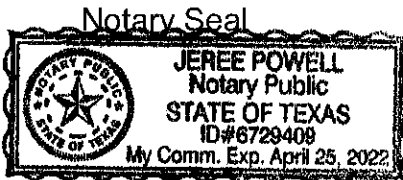
Pursuant to Section 2270.001, Texas Government Code:

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

[Signature]
Signature of Company Representative

2-4-2019
Date

On this 4 day of February, 2019, personally appeared William R Macke, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.



[Signature]
Notary Signature
2-4-19
Date

Bidder Shall Return Completed Form with Offer.

Senate Bill 252 Certification

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Company Name

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

Bidder Shall Return Completed Form with Offer.

Port Arthur News

P.O. Box 789
Port Arthur, Texas 77641-0789



Jefferson County Purchasing Department
1149 Pearl Street 1st Floor
Beaumont Tx 77701

Rec. 2/12/14
12:58 PM URGENT

Term Contract for Legal Notices for Jefferson County
Bid NO: JFB 19-001/YS
Bid Due Date: 11:00 AM Feb 12, 2014

Sealed Bid

Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Number & Name: IFB 19-001/YS, Term Contract for Legal Notices for Jefferson County

Bidder's Company/Business Name: The Examiner Corp.

Bidder's TAX ID Number: 76-0479932

Contact Person: Don Dodd **Title:** C.E.O.

Phone Number (with area code): 409-832-1400

Alternate Phone Number if available (with area code): 409-833-4178

Fax Number (with area code): 409 832-6222

Email Address: editor@theexaminer.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

795 Willow st.

Address
Beaumont, Tx 77701

City, State, Zip Code

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

The Examiner Corp -
Company Name

795 Willow
Address

Beaumont Tx 77701
City State Zip


Signature of Person Authorized to Sign

DON J. DODS
Printed Name

C.E.O.
Title

For clarification of this offer, contact:

Don Dods
Name

409 832-1400 fax 832-6222
Phone Fax

editor@theexaminer.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Legal Notices for Jefferson County.
Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. IFB 19-001/YS, Term Contract for Legal Notices for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Notice to Bidders: Jefferson County purchased classified advertising in the approximate amount of \$ during the 2017-2018 budget year.

Directions: Please complete the below form.

Should

a Line Item not apply to your publication, please write "N/A" in the column.

Item	Description	Daily Rate	Sunday Rate
1	Newspaper with a circulation of 50,000 or more.	\$ N/A	\$ N/A
2	Newspaper with a circulation of under 50,000.	\$ 1.25	\$ N/A

Newspaper Liaison for Jefferson County:				
Jennifer Jackson				
Name and Title				
409 832-1400		409 832-6222		
Phone		Fax		
legal notice: @theexaminer.com				
Email:				
795 Willow st. Beaumont, Tx 77701				
Mailing Address:	Street Address/PO	City	State	Zip

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received _____

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

Bidder Shall Return Completed Form with Offer.

Vendor References

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: Jefferson County

Address: _____

Contact Person and Title: Stephanie or Debash Clark

Phone: _____ Fax: _____

Email Address: _____ Contract Period: current

Scope of Work: legal notices advertising

REFERENCE TWO

Government/Company Name: City of Beaumont

Address: _____

Contact Person and Title: Tina Broussard

Phone: _____ Fax: _____

Email Address: _____ Contract Period: current

Scope of Work: legal notices advertising

REFERENCE THREE

Government/Company Name: Beaumont ISD

Address: _____

Contact Person and Title: NAKISHA Burns

Phone: _____ Fax: _____

Email Address: _____ Contract Period: current

Scope of Work: legal notice advertising

Bidder Shall Return Completed Form with Offer.

Signature Page

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? Yes No

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

The Examiner Corp.

Bidder (Entity Name)

795 Willow St.

Street & Mailing Address

Beaumont, Tx 77701

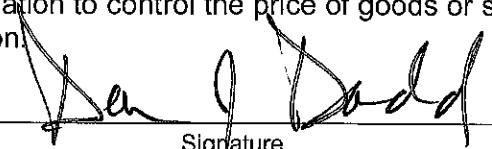
City, State & Zip

409 832-1400

Telephone Number

editor@theexaminer.com

E-mail Address



Signature

DON J. DODD

Print Name

1/31/2019

Date Signed

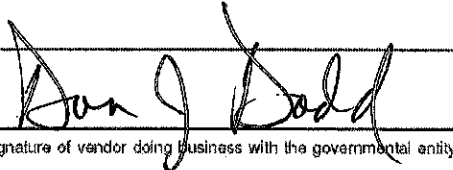

409 832-6222

Fax Number

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

NOT APPLICABLE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(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.)</p>		
<p>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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 named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by 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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p>4</p> <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">  _____ Signature of vendor doing business with the governmental entity </div> <div style="text-align: center;">  _____ Date </div> </div>		

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.		OFFICE USE ONLY
1	Name of Local Government Officer	Date Received
2	Office Held	
3	Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code	
4	Description of the nature and extent of employment or other business relationship with vendor named in Item 3	
5	List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in Item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B). Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ (attach additional forms as necessary)	
6	AFFIDAVIT I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code. <div style="text-align: right; margin-right: 100px;"> _____ Signature of Local Government Officer </div> AFFIX NOTARY STAMP / SEAL ABOVE Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office. <div style="display: flex; justify-content: space-between; margin-top: 20px;"> _____ Signature of officer administering oath _____ Printed name of officer administering oath _____ Title of officer administering oath </div>	

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
 Yes No

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

- Yes No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
- Yes No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
- Yes No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant's organization)?
- Yes No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?
- Yes No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
- Yes No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.** *Nothing is sub-contracted out. All work done in-house.*

If "No" was selected, please explain and include any pertinent documentation with your bid.

If necessary, please use a separate sheet to answer the above questions.

Don J. Dodd
Printed Name of Authorized Representative

Don J. Dodd
Signature

C.E.O.
Title

1/31/2019
Date

Bidder Shall Return Completed Form with Offer.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

Yes No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Don J. DODD
Printed Name of Contractor Representative

Don J. DODD
Signature of Representative

1/31/2019
Date

Printed Name of HUB

Signature of Representative

Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
 Yes No

Prime Contractor: The Examiner Corp. HUB: Yes No

HUB Status (Gender & Ethnicity): Male caucasian

Address: 795 Willow st. Beaumont Tx 77701
Street City State Zip

Phone (with area code): 409 832-1400 Fax (with area code): 409 832-6222

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: \$ _____ Total HUB Subcontract(s): \$ _____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Texas Bldg & Procurement Comm. Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

**All HUB Subcontractor Participation may be verified with the
HUB Subcontractor(s) listed on Part I.**

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): DON J. DODD

Title: C.E.O.

Signature: Dan J Dodd

Date: 1/31/2019

E-mail address: editor@theexaminer.com

Contact person that will be in charge of invoicing for this project:

Name (print or type): SAME

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

- I certify that The Examiner Corp. [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.
- I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ (city and state).

Taxpayer Identification Number (T.I.N.):	76-0479932
Company Name submitting bid/proposal:	The Examiner Corp.
Mailing address:	795 Willow, Beaumont Tx 77701
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**
76000000019545200000	795 Willow Beaumont, Tx 77701

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF Texas COUNTY OF Jefferson

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas,

on this day personally appeared Don J. Dodd, who
(name)

after being by me duly sworn, did depose and say:

"I, DON J. DODD am a duly authorized officer of/agent
(name)
for The Examiner Corp. and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said The Examiner Corp.
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: The Examiner Corp.

795 Willow, Beaumont, TX 77701

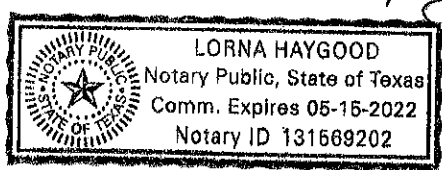
Fax: 409 832-6222 Telephone#: 409 832-1400

by: DON J. DODD Title: C.E.O.
(print name)

Signature: [Handwritten Signature]

SUBSCRIBED AND SWORN to before me by the above-named Don J. Dodd on

this the 31ST day of JANUARY, 2019.



[Handwritten Signature]
Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.

House Bill 89 Verification

I, Don J. Dodd, the undersigned representative of (company or business name The Examiner Corp. (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

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

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

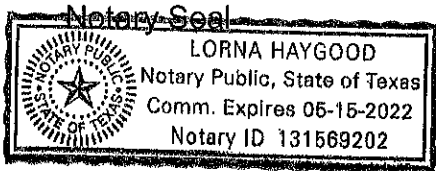
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Don J. Dodd
Signature of Company Representative

1/31/2019
Date

On this 31st day of JANUARY, 2019, personally appeared

Don J. Dodd, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.



Lorna Haygood
Notary Signature
1/31/19
Date

Bidder Shall Return Completed Form with Offer.

Senate Bill 252 Certification

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

The Examiner Corporation

Company Name

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

Bidder Shall Return Completed Form with Offer.

Bid number IFB 19-001/Y5
Term Contract for Legal Notices

Jefferson County Purchasing

Rec. 11/31/2019
Ygawm 3:41 PM



"Our Business Cleans Up"

6640 Signat Road ~ Houston, Texas 77041

713) 466-6800 ~ Fax 713) 466-4234

Proposal

JEFFERSON COUNTY

Demolition

Jack Brooks Regional Airport

Hangar No. 3

IFB 19-003/JW

February 2019

Original

AAR INCORPORATED

Headquarters
6640 Signat Road ~ Houston, Tx 77041
(713) 466-6800 ~ Fax (713) 466-4234

www.aarinc.net

Central Texas District Office
925 U S 183 North ~ Liberty Hill, Tx 78642
(512) 778-6800 ~ Fax (512) 778-6815

PROPOSAL

JEFFERSON COUNTY

Demolition

Jack Brooks Regional Airport

Hangar No. 3

IFB 19-003/JW

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8. Good Fair Effort Determination Checklist
9. Notice of Intent to Subcontract
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11. Residence Certification/Tax Form
12. House Bill 89 Verification
13. Senate Bill 252 Certification
14. Bid Affidavit
15. Certificate of Interested Parties - 1295
16. Certificate of Insurance
17. Safety Data Sheets
18. Jefferson County - Specifications

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond # ZAX13605

KNOW ALL MEN BY THESE PRESENTS, that we
AAR INCORPORATED (Here insert full name and address or legal title of Contractor)
TEXAS

as Principal, hereinafter called the Principal, and
AXIS INSURANCE COMPANY (Here insert full name and address or legal title of Surety)
300 Connell Dr, SUITE 8000- Berkeley Heights, NJ 07922

a corporation duly organized under the laws of the State of ILLINOIS
as Surety, hereinafter called the Surety, are held and firmly bound unto
JEFFERSON COUNTY PURCHASING (Here insert full name and address or legal title of Owner)
TEXAS

as Obligee, hereinafter called the Obligee, in the sum of FIVE PERCENT OF THE BID AMOUNT
Dollars (\$ TBD),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
ASBESTOS ABATEMENT & DEMOLITION (Here insert full name, address and description of project)
AIRPLANE HANGER

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 7TH day of FEBRUARY 2019

M. R. B. (Witness)
AAR INCORPORATED (Principal) (Seal)
Ann Barkish U.P. (Title)

[Signature] (Witness)
AXIS INSURANCE COMPANY (Surety) (Seal)
[Signature] (Title) Attorney-in-Fact
MARIA A GONZALEZ

COPY
POWER OF ATTORNEY

2AX13605 96
AXIN-7073

Now All Men by These Presents: That AXIS Insurance Company, an Illinois property and casualty company, (the "Company") does hereby appoint:

William A. Ballay, Dana M. Kuber, Michael J. Friedrich, Maria A. Gonzalez, and Anne M. Barber of Bridgeview, IL

as its true and lawful Attorney(s)-In-Fact, to make, execute, seal and deliver for and on its behalf as surety, bonds and undertakings, such documents to be valid as though executed by the Company on its own behalf. The Company may revoke this appointment at any time.

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This Power of Attorney is signed, sealed and certified under and by the authority of resolutions adopted by unanimous written consent of the Board of Directors of the Company on July 12, 2013:

RESOLVED, that any Vice President, Surety, acting singly, shall have the power and authority to appoint and revoke Attorneys-In-Fact to make, execute, seal and deliver for and on behalf of the Company, as surety, bonds and undertakings, such documents to be valid as though executed by the Company on its own behalf, subject to the terms and conditions of the subject Brokerage Agreements.

In Witness Whereof, AXIS Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by a duly elected and qualified officer, this 25th day of January, 2018.

Attested and Certified
AXIS Insurance Company

By: 


Printed Name: Andrew M. Weissert

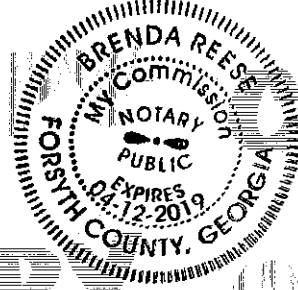
Title: Senior Vice President

STATE OF GEORGIA
COUNTY OF FULTON

Before me personally came Andrew M. Weissert, Senior Vice President, of AXIS Insurance Company to me known to be the individual and officer described herein, who acknowledged that they being duly authorized signed, sealed with the corporate seal and delivered the foregoing instrument by the authority and direction of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.


Notary Public




CERTIFICATION

I, Richard Zarandona, Vice President, Surety & Assistant Secretary of AXIS Insurance Company, do hereby certify that the attached Power of Attorney dated January 25, 2018 on behalf of the person(s) as listed above is a true and correct copy and the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Andrew M. Weissert, who executed the Power of Attorney, was a duly elected Vice President, Surety of AXIS Insurance Company on the date of the execution of the attached Power of Attorney.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the corporate seal of AXIS Insurance Company on

this the 7 day of Feb, 2019

By: 

Printed Name: Richard Zarandona

Title: Vice President, Surety

**Kan't Kopy™ K1
Security Paper**

- Hidden Pantograph
- Color Match
- Artificial Watermark
- Anti-Copy Coin Rub
- Erasure Protection
- Security Features Box
- Microprint Protection
- Acid Free

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- Color Match
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- Erasure Protection
- Security Features Box
- Microprint Protection
- Acid Free

Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Name & Number: IFB 19-003/JW, Demolition of Hangar No. 3 at Jack Brooks Regional Airport

Bidder's Company/Business Name: AAR Incorporated

Bidder's TAX ID Number: [REDACTED]

Contact Person: Bryan Wierwille **Title:** Project Manager

Phone Number (with area code): 713-466-6800

Alternate Phone Number if available (with area code): 713-208-6585

Fax Number (with area code): 713-466-4234

Email Address: bryan@aarinc.net

Mailing Address (Please provide a physical address for bid bond return, if applicable):

6640 Signat Drive

Address
Houston, Texas 77041

City, State, Zip Code

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): 1 , 2 , _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

 AAR Incorporated

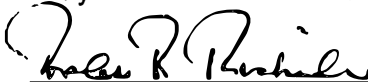
Company Name

 6640 Signat Drive

Address

 Houston, Texas 77041

City State Zip



Signature of Person Authorized to Sign

 Randall Richardson

Printed Name

 President

Title

For clarification of this offer, contact:

 Randall Richardson

Name

 713-466-6800 713-466-4234

Phone Fax

 randall@aarinc.net

E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. 19-033/JW, Demolition of Hangar No. 3 at Jack Brooks Regional Airport. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Bidder proposes to furnish all labor, material and equipment, and to perform all work necessary for the demolition of Hangar No. 3 at the Jack Brooks Regional Airport in accordance with drawings and specifications prepared by Fittz & Shipman, Inc. for the following sum:

Total Bid Amount: \$ 55,870 . 00

Total Bid Amount Written in Words:
Fifty Five Thousand Eight Hundred Seventy dollars and 00 /100

Bidder has examined the bid specifications and the nature and kind of work to be performed and is informed of all local conditions and other things that might affect the cost or difficulty of performing the Work, and Bidder represents and warrants that Bidder has experience in the use of materials and methods of performance specified, and that Bidder and will do the Work and construct the improvements with the specified materials as contemplated and indicated by the Drawings and Specifications.

Upon receipt of notice of acceptance of bid, Bidder agrees to execute the Contract within 10 (ten) days after such notice, deliver Performance and Payment Bonds for the faithful performance of the Work, to begin work on or before the date of commencement of the Work established in the Notice to Proceed, and to complete the Work in (30) calendar days.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project on or before the date of completion shown on the "Notice to Proceed". Bidder further agrees to pay as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter.

Acknowledgment of Addenda (if any):

Addendum 1	<u> 1 </u>	Date Received	<u>01-24-2019</u>
Addendum 2	<u> 2 </u>	Date Received	<u>02-01-2019</u>
Addendum 3	<u> </u>	Date Received	<u> </u>

Bidder Shall Return Completed Form with Offer.

Vendor References

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: University of Texas Medical Branch @ Galveston

Address: 301 University Blvd, Facilities Operation - Galveston, Tx 77555-1116

Contact Person and Title: Paul Graham, Facilities Mgr

Phone: 409-772-3500 Fax: _____

Email Address: pagraham@utmb.edu Contract Period: 2004-Current

Scope of Work: Asbestos Abatement, Mold Remediation, Interior Demo, Demolition, Emergency Response Water Extraction

REFERENCE TWO

Government/Company Name: Sam Houston State University

Address: 2424 Sam Houston Ave, Facilities - Huntsville, Texas 77341

Contact Person and Title: Michael Lampson, Facilities Mgmt

Phone: 936) 294-3152 Fax: _____

Email Address: mj1014@shsu.edu Contract Period: 2012 - Current

Scope of Work: Asbestos Abatement, Demolition, Mold Remediation

REFERENCE THREE

Government/Company Name: Baker Oil Tools - Baker Hughes

Address: 17021 Aldine Westfield - Houston, Texas 77073

Contact Person and Title: Robert Bryan, Facilities Property Mgr

Phone: 713-923-9585 Fax: _____

Email Address: robert.bryan@bakerhughes.com Contract Period: 1999-Current

Scope of Work: Asbestos Abatement, Demolition, Mold Remediation

Bidder Shall Return Completed Form with Offer.

Signature Page

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?..... Yes No

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.


AAR Incorporated
 Bidder (Entity Name)

6640 Signat Drive
 Street & Mailing Address

Houston, Texas 77041
 City, State & Zip

713-466-6800
 Telephone Number

randall@aarinc.net
 E-mail Address


 Signature

Randall Richardson
 Print Name

February 11, 2019
 Date Signed

713-466-4234
 Fax Number

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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 176.003(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center; margin-left: 40px;">Randall Richardson of AAR Inc</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="text-align: center; font-size: small;">(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.)</p>		
<p>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center; margin-left: 40px;">None</p> <p style="text-align: center; font-size: x-small;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>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 named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>C. Is the filer of this questionnaire employed by 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?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> <p style="text-align: center; margin-left: 40px;">NONE</p>		
<p>4</p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 45%;"> <p style="font-size: x-small;">Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 45%; text-align: right;"> <p style="font-size: large; margin-bottom: 5px;">02/11/2019</p> <p style="font-size: x-small;">Date</p> </div> </div>		

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		OFFICE USE ONLY
1	Name of Local Government Officer <div style="text-align: center;">N/A NONE</div>	Date Received
2	Office Held 	
3	Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code 	
4	Description of the nature and extent of employment or other business relationship with vendor named in Item 3 	
5	List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in Item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B). Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ (attach additional forms as necessary)	
6	AFFIDAVIT I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code. <div style="text-align: right; margin-right: 100px;"> _____ Signature of Local Government Officer </div> AFFIX NOTARY STAMP / SEAL ABOVE Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office. <div style="display: flex; justify-content: space-between; margin-top: 20px;"> _____ Signature of officer administering oath _____ Printed name of officer administering oath _____ Title of officer administering oath </div>	

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

Yes No

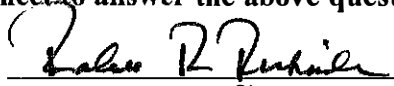
Instructions: In order to determine if a “Good Faith Effort” was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant’s bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

- Yes No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
- Yes No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
- Yes No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant’s organization)?
- Yes No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?
- Yes No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
- Yes No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If “No” was selected, please explain and include any pertinent documentation with your bid.

If necessary, please use a separate sheet to answer the above questions.

Randall Richardson	
Printed Name of Authorized Representative	Signature
President	02/11/2019
Title	Date

Bidder Shall Return Completed Form with Offer.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
 Yes No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: AAR Incorporated HUB: ~~XXXX~~ p No

Address: 6640 Signat Drive Houston Texas 77041
Street City State Zip

Phone (with area code): 713) 466-6800 Fax (with area code): 713) 466-4234

Project Title & No.: Demolition of Hangar No 3 @ Jack Brooks Regional Airport 19-003/JW

Prime Contract Amount: \$ 55,870.

HUB Subcontractor Name: B&B Materials & Services LLC

HUB Status (Gender & Ethnicity): WBE SBE DBE

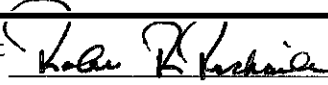
Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: P.O. Box 1313 Prosper, Texas 75078
Street City State Zip

Phone (with area code): 214-803-3184 Fax (with area code): 972-579-9370

Proposed Subcontract Amount: \$ 1,500. Percentage of Prime Contract: 3 %

Description of Subcontract Work to be Performed: Material Supplier

Randall Richardson, President  02/11/2019
Printed Name of Contractor Representative Signature of Representative Date

Printed Name of HUB Signature of Representative Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

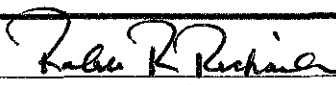
This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
 Yes No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: AAR Incorporated HUB: ~~Yes~~ No
 Address: 6640 Signat Drive Houston Texas 77041
Street City State Zip
 Phone (with area code): 713) 466-6800 Fax (with area code): 713) 466-4234
 Project Title & No.: Demolition of Hangar No 3 @ Jack Brooks Regional Airport 19-003/JW
 Prime Contract Amount: \$ 55,870.

HUB Subcontractor Name: Velez Trucking
 HUB Status (Gender & Ethnicity): MBE
 Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.
 Address: 6623 Brighton Fern Lane Houston, Texas 77049
Street City State Zip
 Phone (with area code): 281-704-6814 Fax (with area code): 281-501-1302
 Proposed Subcontract Amount: \$ 3,800. Percentage of Prime Contract: 7 %
 Description of Subcontract Work to be Performed: Trucking - Hazardous & Non-Hazardous, C&D

Randall Richardson, President		02/11/2019
Printed Name of Contractor Representative	Signature of Representative	Date
Printed Name of HUB	Signature of Representative	Date

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Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

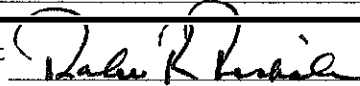
This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
 Yes No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: AAR Incorporated HUB: ~~XXXX~~ Yes No
 Address: 6640 Signat Drive Houston Texas 77041
Street City State Zip
 Phone (with area code): 713) 466-6800 Fax (with area code): 713) 466-4234
 Project Title & No.: Demolition of Hangar No 3 @ Jack Brooks Regional Airport 19-003/JW
 Prime Contract Amount: \$ 55,876.-

HUB Subcontractor Name: Atlantic Petroleum
 HUB Status (Gender & Ethnicity): MBE
 Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.
 Address: 1445 North Loop W Fwy Houston, Texas 77008
Street City State Zip
 Phone (with area code): 713-223-2767 Fax (with area code): 713-223-5797
 Proposed Subcontract Amount: \$ 866.- Percentage of Prime Contract: 1 %
 Description of Subcontract Work to be Performed: Off Road Diesel

Randall Richardson, President		02/11/2019
Printed Name of Contractor Representative	Signature of Representative	Date
Printed Name of HUB	Signature of Representative	Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

Yes No

Prime Contractor: AAR Incorporated HUB: Yes No

HUB Status (Gender & Ethnicity): N/A

Address: 6640 Signat Drive Houston Texas 77041
Street City State Zip

Phone (with area code): 713-466-6800 Fax (with area code): 713-466-4234

Project Title & No.: Demolition of Hangar #3 @
~~Jack Brooks Regional Airport~~ IFB/RFP No.: 19-003/JW

Total Contract: \$ 55,870. Total HUB Subcontract(s): \$ 6,100.

Construction HUB Goals: 12.8% MBE:: 8 % 12.6% WBE: 3 %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
 Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: Atlantic Petroleum

HUB Status (Gender & Ethnicity): MBE

Certifying Agency: Texas Bldg & Procurement Comm. Texas Unified Certification Prog.

Address: 1445 North Loop W Frwy Houston Texas 77008
Street City State Zip

Contact person: Tony Ndah Title: President

Phone (with area code): 713-223-2767 Fax (with area code): 713-223-5797

Proposed Subcontract Amount: \$ 800. Percentage of Prime Contract: 1 %

Description of Subcontract Work to be Performed: Off Road Diesel

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: B & B Materials & Services LLC

HUB Status (Gender & Ethnicity): WBE SBE DBE

Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: P.O. Box 1313 Prosper Texas 75078
Street City State Zip

Contact person: Amy Drew Title: Owner

Phone (with area code): 214-803-2294 Fax (with area code): 972-579-9370

Proposed Subcontract Amount: \$ 1,500. Percentage of Prime Contract: 3 %

Description of Subcontract Work to be Performed: Material Supplier

HUB Subcontractor Name: Velez Trucking

HUB Status (Gender & Ethnicity): MBE

Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: 6623 Brighton Fern Lane Houston Texas 77049
Street City State Zip

Contact person: Felipe Velez Title: Owner

Phone (with area code): 281-704-6814 Fax (with area code): 281-501-1302

Proposed Subcontract Amount: \$ 3,800. Percentage of Prime Contract: 7 %

Description of Subcontract Work to be Performed: Trucking - Hazardous & Non-Hazardous, C&D

**All HUB Subcontractor Participation may be verified with the
HUB Subcontractor(s) listed on Part I.**

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: N/A

Address: _____
 Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ Percentage of Prime Contract: %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: N/A

Address: _____
 Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

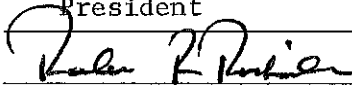
Proposed Subcontract Amount: \$ Percentage of Prime Contract: %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): Randall Richardson

Title: President

Signature: 

Date: 02/11/2019

E-mail address: randall@aarinc.net

Contact person that will be in charge of invoicing for this project:

Name (print or type): Devin Johnston

Title: Project Manager

Date: 02/11/2019

E-mail address: devin@aarinc.net

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

- I certify that AAR Incorporated [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.
- I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ (city and state).

Taxpayer Identification Number (T.I.N.):	76-0219081
Company Name submitting bid/proposal:	AAR Incorporated
Mailing address:	6640 Signat Drive - Houston, Texas 77041
If you are an individual, list the names and addresses of any partnership of which you are a general partner: N/A	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**
None	

* This is the property amount identification number assigned by the Jefferson County Appraisal District.
 ** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

House Bill 89 Verification

I, Randall Richardson, the undersigned representative of (company or business name) AAR Incorporated (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

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

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

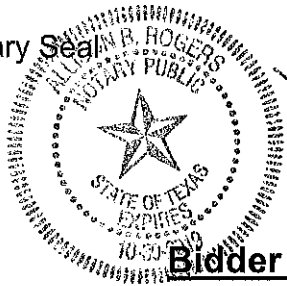
Randall Richardson
Signature of Company Representative

02/11/2019
Date

On this 11 day of February, 2019, personally appeared

Randall Richardson, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal *[Signature]*
Notary Signature
02/11/2019
Date



Bidder Shall Return Completed Form with Offer.

Senate Bill 252 Certification

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

AAR Incorporated

Company Name

19-003/JW

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF Texas COUNTY OF Harris

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas,

on this day personally appeared Randall Richardson, who
(name)

after being by me duly sworn, did depose and say:

"I, Randall Richardson am a duly authorized officer of/agent
(name)

for AAR Incorporated and have been duly authorized to execute the
(name of firm)

foregoing on behalf of the said AAR Incorporated.
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: AAR Incorporated
6640 Signat Drive - Houston, Texas 77041

Fax: 713-466-4234 Telephone# 713-466-4234

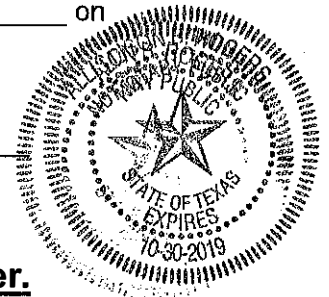
by: Randall Richardson Title: President
(print name)

Signature: *Randall Richardson*

SUBSCRIBED AND SWORN to before me by the above-named
Randall Richardson

this the 11 day of February, 2019 on

[Signature]
Notary Public in and for
the State of Texas



Bidder Shall Return Completed Form with Offer.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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 CERTIFICATION OF FILING
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. AAR Incorporated Houston, TX United States	Certificate Number: 2019-451366
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Jefferson County, Texas	Date Filed: 02/11/2019 Date Acknowledged:

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.

IFB 19-003/JW
 Demolition of Hangar No 3 at Jack Brooks Regional Airport

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.

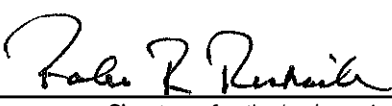
6 UNSWORN DECLARATION

My name is Randall Richardson and my date of birth is 01/07/1957.

My address is 6640 Signat Drive, Houston, Texas 77041 Harris
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 11 day of Feb., 20 19.
(month) (year)



 Signature of authorized agent of contracting business entity
 (Declarant)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED/ PRIMARY COVERAGE
INCLUDING COMPLETED OPERATIONS (COVERAGES A & B)**

This endorsement modifies Insurance provided under the **Environmental Multiline Policy**

In consideration of the premium charged, it is hereby agreed that Section III - WHO IS AN INSURED is amended to include as an Additional Insured the person or organization shown in the schedule below as respects Coverages A and B, but only to the extent of liability arising out of YOUR WORK performed by you or on your behalf for that Additional Insured and not due to any actual or alleged independent liability of said Additional Insured.

This Endorsement does not apply to BODILY INJURY or PROPERTY DAMAGE arising out of the sole negligence or willful conduct of, or for defects in design furnished by the Additional Insured.

As respects the coverage afforded the Additional Insured, this insurance is primary and non-contributory, and our obligations are not affected by any other insurance carried by such Additional Insured whether primary, excess, contingent or on any other basis.

This endorsement does not increase the Company's limits of liability as specified in the Declarations of this policy.

Additional Insured:

ANY PERSON OR ORGANIZATION FOR WHOM YOU PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU TO OBTAIN THIS AGREEMENT FROM US. THE WRITTEN CONTRACT MUST BE EFFECTIVE PRIOR TO THE DATE OF THE LOSS OCCURRENCE.

All other terms and conditions of this Policy remain unchanged.

Issued By: Arch Specialty Insurance Company

Policy Number: 12 EMP 05242 04

Named Insured: AAR, INCORPORATED; BANRICH, INCORPORATED

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 3/1/2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED ENDORSEMENT
COVERAGES A & B (ONGOING OPERATIONS ONLY)**

This endorsement modifies insurance provided under the **Environmental Multiline Policy**

In consideration of the premium charged, it is hereby agreed that Section III - WHO IS AN INSURED is amended to include as an Additional Insured the person or organization shown in the schedule below as respects Coverages A. and B., but only with respect to liability arising out of your ongoing operations performed by you or on your behalf for that Additional Insured and not caused by or arising out of the actual or alleged independent liability of said Additional Insured.

The entities scheduled below are covered under this Policy only for Limits of Insurance up to but not exceeding the amount required by the written contract with you and subject to the Limits of Insurance of this Policy.

SCHEDULE

Name of Person or Organization:

ANY PERSON OR ORGANIZATION FOR WHOM YOU PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU TO OBTAIN THIS AGREEMENT FROM US. THE WRITTEN CONTRACT MUST BE EFFECTIVE PRIOR TO THE DATE OF THE LOSS OCCURRENCE

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: 12 EMP 05242 04

Named Insured: AAR, INCORPORATED; BANRICH, INCORPORATED

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 3/1/2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF SUBROGATION— SPECIFIC PERSON OR ORGANIZATION
ENDORSEMENT**

This endorsement modifies insurance provided under the **Environmental Multiline Policy**

In consideration of the premium charged, it is hereby agreed that SECTION V, Conditions, paragraph 13. Subrogation is amended to include the following:

We agree to waive this right of subrogation against the person or organization shown in the Schedule below to the extent that you had, prior to an OCCURRENCE or CLAIM, a written agreement to waive such rights.

Name of Person or Organization:

Schedule

ANY PERSON OR ORGANIZATION FOR WHOM YOU PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU TO OBTAIN THIS AGREEMENT FROM US. THE WRITTEN CONTRACT MUST BE EFFECTIVE PRIOR TO THE DATE OF THE LOSS OCCURRENCE.

All other terms and conditions of this Policy remain unchanged.

Issued By: Arch Specialty Insurance Company

Policy Number: 12 EMP 05242 04

Named Insured: AAR, INCORPORATED; BANRICH, INCORPORATED

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 3/1/2018

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. () Specific Waiver

Name of person or organization

(X) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be 2.00 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 3/1/18 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001265328 of Texas Mutual Insurance Company effective on 3/1/18

Issued to: AAR INC

Authorized representative

This is not a bill

NCCI Carrier Code: 29939

2/21/18



SAFETY DATA SHEET
A06639 ARAMSCO RAMTACK ADH 20net12

Version 3.0

Revision Date 08/31/2015

Print Date 09/17/2015

SECTION 1. PRODUCT AND COMPANY IDENTIFICATION

Material name : ARAMSCO RAM-TACK SPRAY ADHESIVE

Material number : 000000000001004306 / A06639

Manufacturer or supplier's details

Company : ARAMSCO

Address : 1480 Grandview Avenue
Paulsboro, NJ 08066

Telephone : 800-767-6933

Emergency telephone numbers

For SDS Information : 800-767-6933

For a Medical Emergency :

For a Transportation Emergency : CHEMTREC:800-424-9300

SECTION 2. HAZARDS IDENTIFICATION

Emergency Overview

Appearance	Aerosol containing a liquefied gas
Colour	tan
Odour	solvent-like

GHS Classification

Flammable aerosols : Category 1
 Gases under pressure : Liquefied gas
 Skin irritation : Category 2
 Eye irritation : Category 2A
 Specific target organ toxicity - single exposure : Category 3 (Central nervous system)

GHS Label element

Hazard pictograms :



Signal word : Danger

Hazard statements : H222 Extremely flammable aerosol.
 H280 Contains gas under pressure; may explode if heated.
 H315 Causes skin Irritation.
 H319 Causes serious eye irritation.
 H336 May cause drowsiness or dizziness.

Precautionary statements : **Prevention:**
 P210 Keep away from heat/sparks/open flames/hot surfaces.
 No smoking.

SAFETY DATA SHEET**A06639 ARAMSCO RAMTACK ADH 20net12**

Version 3.0

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P211 Do not spray on an open flame or other Ignition source.
 P251 Pressurized container: Do not pierce or burn, even after use.

P261 Avoid breathing dust/ fume/ gas/ mist/ vapours/ spray.

P264 Wash skin thoroughly after handling.

P271 Use only outdoors or in a well-ventilated area.

P280 Wear eye protection/ face protection.

P280 Wear protective gloves.

Response:

P302 + P352 IF ON SKIN: Wash with plenty of soap and water.

P304 + P340 + P312 IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing. Call a POISON CENTER or doctor/ physician if you feel unwell.

P305 + P351 + P338 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.

P332 + P313 If skin irritation occurs: Get medical advice/ attention.

P337 + P313 If eye irritation persists: Get medical advice/ attention.

P362 Take off contaminated clothing and wash before reuse.

Storage:

P405 Store locked up.

P410 + P412 Protect from sunlight. Do not expose to temperatures exceeding 50 °C/ 122 °F.

Disposal:

Dispose of contents/container in accordance with local regulation.

Potential Health Effects**Carcinogenicity:****IARC**

No component of this product present at levels greater than or equal to 0.1% is identified as probable, possible or confirmed human carcinogen by IARC.

ACGIH

No component of this product present at levels greater than or equal to 0.1% is identified as a carcinogen or potential carcinogen by ACGIH.

OSHA

No component of this product present at levels greater than or equal to 0.1% is identified as a carcinogen or potential carcinogen by OSHA.

NTP

No component of this product present at levels greater than or equal to 0.1% is identified as a known or anticipated carcinogen by NTP.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS**Hazardous components**

Chemical Name	CAS-No.	Concentration [%]
propane	74-98-6	>= 20 - < 30
acetone	67-64-1	>= 20 - < 30
butane	106-97-8	>= 10 - < 20
Naphtha (petroleum), hydrotreated light	64742-49-0	>= 10 - < 20
methyl acetate	79-20-9	>= 5 - < 10

SAFETY DATA SHEET
A06639 ARAMSCO RAMTACK ADH 20net12

Version 3.0

Revision Date 08/31/2015

Print Date 09/17/2015

SECTION 4. FIRST AID MEASURES

- General advice : Move out of dangerous area.
 Show this safety data sheet to the doctor in attendance.
 Do not leave the victim unattended.
- If inhaled : If unconscious place in recovery position and seek medical advice.
 Consult a physician after significant exposure.
- In case of skin contact : If on skin, rinse well with water.
 If on clothes, remove clothes.
 Wash off immediately with plenty of water for at least 15 minutes.
- In case of eye contact : Rinse immediately with plenty of water for at least 15 minutes.
 Remove contact lenses.
 Protect unharmed eye.
 Keep eye wide open while rinsing.
 If eye irritation persists, consult a specialist.
- If swallowed : Keep respiratory tract clear.
 DO NOT induce vomiting unless directed to do so by a physician or poison control center.
 Never give anything by mouth to an unconscious person.
 If symptoms persist, call a physician.
 Take victim immediately to hospital.

SECTION 5. FIREFIGHTING MEASURES

- Suitable extinguishing media : Carbon dioxide (CO₂)
 Dry chemical
 Water spray jet
 Alcohol-resistant foam
- Unsuitable extinguishing media : High volume water jet
- Specific hazards during firefighting : Do not allow run-off from fire fighting to enter drains or water courses.
- Hazardous combustion products : Carbon dioxide (CO₂)
 Carbon monoxide
 Smoke
- Specific extinguishing methods : Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.
- Further information : Collect contaminated fire extinguishing water separately. This must not be discharged into drains.
 Fire residues and contaminated fire extinguishing water must be disposed of in accordance with local regulations.
 For safety reasons in case of fire, cans should be stored separately in closed containments.
 Use a water spray to cool fully closed containers.

SAFETY DATA SHEET**A06639 ARAMSCO RAMTACK ADH 20net12**

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Special protective equipment for firefighters : Wear self-contained breathing apparatus for firefighting if necessary.

SECTION 6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures : Use personal protective equipment.
Ensure adequate ventilation.
Remove all sources of ignition.
Evacuate personnel to safe areas.
Beware of vapours accumulating to form explosive concentrations. Vapours can accumulate in low areas.

Environmental precautions : Prevent product from entering drains.
Prevent further leakage or spillage if safe to do so.
If the product contaminates rivers and lakes or drains inform respective authorities.

Methods and materials for containment and cleaning up : Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust).
Keep in suitable, closed containers for disposal.

SECTION 7. HANDLING AND STORAGE

Advice on safe handling : Avoid exposure - obtain special instructions before use.
Avoid contact with skin and eyes.
For personal protection see section 8.
Do not breathe vapours or spray mist.
Take precautionary measures against static discharges.
Provide sufficient air exchange and/or exhaust in work rooms.
Dispose of rinse water in accordance with local and national regulations.
Always replace cap after use.

Conditions for safe storage : BEWARE: Aerosol is pressurized. Keep away from direct sun exposure and temperatures over 50 °C. Do not open by force or throw into fire even after use. Do not spray on flames or red-hot objects.
No smoking.
Keep container tightly closed in a dry and well-ventilated place.
Containers which are opened must be carefully resealed and kept upright to prevent leakage.
Observe label precautions.
Electrical installations / working materials must comply with the technological safety standards.

Materials to avoid : Strong oxidizing agents

SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION**Components with workplace control parameters**

Components	CAS-No.	Value type (Form of	Control parameters /	Basis
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		exposure)	Permissible concentration	
propane	74-98-6	TWA	1,000 ppm	ACGIH
		TWA	1,000 ppm	NIOSH REL
			1,800 mg/m ³	
		TWA	1,000 ppm	OSHA Z-1
			1,800 mg/m ³	
		TWA	1,000 ppm	OSHA P0
			1,800 mg/m ³	
		TWA	1,000 ppm	OSHA Z-1
acetone	67-64-1	TWA	500 ppm	ACGIH
		STEL	750 ppm	ACGIH
		TWA	250 ppm	NIOSH REL
			590 mg/m ³	
		TWA	1,000 ppm	OSHA Z-1
			2,400 mg/m ³	
		TWA	750 ppm	OSHA P0
			1,800 mg/m ³	
		STEL	1,000 ppm	OSHA P0
			2,400 mg/m ³	
		TWA	800 ppm	NIOSH REL
			1,900 mg/m ³	
butane	106-97-8	TWA	800 ppm	OSHA P0
			1,900 mg/m ³	
		TWA	800 ppm	NIOSH REL
			1,900 mg/m ³	
methyl acetate	79-20-9	TWA	200 ppm	ACGIH
		STEL	250 ppm	ACGIH
		TWA	200 ppm	NIOSH REL
			610 mg/m ³	
		ST	250 ppm	NIOSH REL
			760 mg/m ³	
		TWA	200 ppm	OSHA Z-1
			610 mg/m ³	
		TWA	200 ppm	OSHA P0
			610 mg/m ³	
		STEL	250 ppm	OSHA P0
			760 mg/m ³	

Biological occupational exposure limits

Component	CAS-No.	Control parameters	Biological specimen	Sampling time	Permissible concentration	Basis
2-PROPANONE	67-64-1	Acetone	Urine	End of shift (As soon as possible after exposure ceases)	50 mg/l	ACGIH BEI

Personal protective equipment

Respiratory protection : Use respiratory protection unless adequate local exhaust ventilation is provided or exposure assessment demonstrates that exposures are within recommended exposure guidelines.

Hand protection
Remarks

: The suitability for a specific workplace should be discussed with the producers of the protective gloves.

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- Eye protection : Ensure that eyewash stations and safety showers are close to the workstation location.
Safety glasses
- Skin and body protection : Impervious clothing
Choose body protection according to the amount and concentration of the dangerous substance at the work place.
- Hygiene measures : When using do not eat or drink.
When using do not smoke.
Wash hands before breaks and at the end of workday.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

- Appearance : Aerosol containing a liquefied gas
- Colour : tan
- Odour : solvent-like
- Odour Threshold : No data available
- pH : No data available
- Melting point/freezing point : No data available
- Boiling point : No data available
- Flash point :
No data available
- Evaporation rate : No data available
- Flammability (solid, gas) : Extremely flammable aerosol.
- Upper explosion limit : No data available
- Lower explosion limit : No data available
- Vapour pressure : No data available
- Relative vapour density : No data available
- Density : 0.853 g/cm³
- Solubility(ies)
- Water solubility : partly soluble
- Solubility in other solvents : not determined
- Partition coefficient: n-octanol/water : No data available
- Auto-ignition temperature : not determined
- Thermal decomposition : No data available
- Viscosity
- Viscosity, kinematic : No data available
- Heat of combustion : 40.94 kJ/g

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SECTION 10. STABILITY AND REACTIVITY

Reactivity	: Stable
Chemical stability	: Stable under normal conditions.
Possibility of hazardous reactions	: Vapours may form explosive mixture with air. No decomposition if stored and applied as directed.
Conditions to avoid	: Heat, flames and sparks. Extremes of temperature and direct sunlight.
Incompatible materials	: Strong oxidizing agents
Hazardous decomposition products	: Carbon dioxide (CO2) Carbon monoxide

SECTION 11. TOXICOLOGICAL INFORMATION

Acute toxicity

Components:

propane:

Acute inhalation toxicity	LC50-Mouse: 1,237 mg/l Exposure time: 2 h
	LC50-Rat: 658 mg/l Exposure time: 4 h
	LC50-Rat: 1,355 mg/l

acetone:

Acute oral toxicity	LD50-Rat: 5,800 mg/kg
Acute inhalation toxicity	LC50-Rat: 132 mg/l Exposure time: 3 h
	LC50-Rat: 60.1 mg/l
Acute dermal toxicity	LD50-Guinea-pig: > 7,426 mg/kg
	LD50-Rabbit: > 7,426 mg/kg

butane:

Acute inhalation toxicity	LC50-Mouse: 1,237 mg/l Exposure time: 2 h
	LC50-Rat: 1,355 mg/l

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Skin corrosion/irritation

Product:

Remarks: Irritating to skin.

Serious eye damage/eye irritation

Product:

Remarks: Irritating to eyes.

Respiratory or skin sensitisation

No data available

Germ cell mutagenicity

No data available

Carcinogenicity

No data available

Reproductive toxicity

No data available

propane:

acetone:

butane:

Naphtha (petroleum), hydrotreated light:

methyl acetate:

STOT - single exposure

No data available

STOT - repeated exposure

No data available

Aspiration toxicity

No data available

Further information

Product:

Remarks: Symptoms of overexposure may be headache, dizziness, tiredness, nausea and vomiting., Concentrations substantially above the TLV value may cause narcotic effects., Solvents may degrease the skin.

SECTION 12. ECOLOGICAL INFORMATION

Ecotoxicity

No data available

Persistence and degradability

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No data available

Bioaccumulative potential**Product:**

Partition coefficient: n-octanol/water : Remarks: No data available

Components:**butane :**

Partition coefficient: n-octanol/water : Pow. 2.89

Mobility in soil

No data available

Other adverse effects

No data available

Product:

Regulation

40 CFR Protection of Environment; Part 82 Protection of Stratospheric Ozone - CAA Section 602 Class I Substances

Remarks

This product neither contains, nor was manufactured with a Class I or Class II ODS as defined by the U.S. Clean Air Act Section 602 (40 CFR 82, Subpt. A, App.A + B).

Additional ecological information

: An environmental hazard cannot be excluded in the event of unprofessional handling or disposal., Toxic to aquatic life.

SECTION 13. DISPOSAL CONSIDERATIONS**Disposal methods**

Waste from residues

: The product should not be allowed to enter drains, water courses or the soil.
 Do not contaminate ponds, waterways or ditches with chemical or used container.
 Dispose of in accordance with local regulations.

Contaminated packaging

: Empty remaining contents.
 Dispose of as unused product.
 Do not re-use empty containers.
 Do not burn, or use a cutting torch on, the empty drum.

SECTION 14. TRANSPORT INFORMATION

Transportation Regulation: 49 CFR (USA):
 ORM-D, CONSUMER COMMODITY

Transportation Regulation: IMDG (Vessel):
 UN1950, AEROSOLS, 2.1, - Limited quantity

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Transportation Regulation: IATA (Cargo Air): UN1950, Aerosols, flammable, 2.1, - Limited quantity
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Transportation Regulation: IATA (Passenger Air): UN1950, Aerosols, flammable, 2.1, - Limited quantity
--

Transportation Regulation: TDG (Canada): UN1950, AEROSOLS, 2.1, - Limited quantity

SECTION 15. REGULATORY INFORMATION**EPCRA - Emergency Planning and Community Right-to-Know Act****CERCLA Reportable Quantity**

Components	CAS-No.	Component RQ (lbs)	Calculated product RQ (lbs)
acetone	67-64-1	5000	*

*: Calculated RQ exceeds reasonably attainable upper limit.

SARA 304 Extremely Hazardous Substances Reportable Quantity

This material does not contain any components with a section 304 EHS RQ.

SARA 311/312 Hazards : Acute Health Hazard
Fire Hazard
Sudden Release of Pressure Hazard

SARA 302 : No chemicals in this material are subject to the reporting requirements of SARA Title III, Section 302.

SARA 313 : This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.

California Prop 65

WARNING! This product contains a chemical known to the State of California to cause cancer.

benzene

71-43-2

WARNING: This product contains a chemical known to the State of California to cause birth defects or other reproductive harm.

toluene
benzene108-88-3
71-43-2**The components of this product are reported in the following inventories:**

TSCA On TSCA Inventory
DSL All components of this product are on the Canadian DSL
AICS On the inventory, or In compliance with the inventory
NZioC Not in compliance with the inventory
PICCS On the inventory, or in compliance with the inventory
IECSC On the inventory, or in compliance with the inventory

Inventory Acronym and Validity Area Legend:

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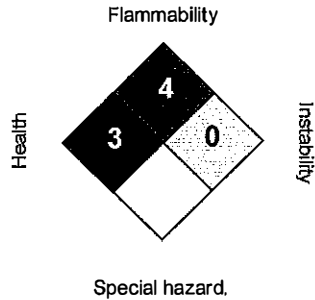
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AICS (Australia), DSL (Canada), IECSC (China), REACH (European Union), ENCS (Japan), ISHL (Japan), KECI (Korea), NZIoC (New Zealand), PICCS (Philippines), TCSI (Taiwan), TSCA (USA)

SECTION 16. OTHER INFORMATION

Further information

NFPA:



HMIS III:

HEALTH	3
FLAMMABILITY	4
PHYSICAL HAZARD	2

0 = not significant, 1 = Slight,
 2 = Moderate, 3 = High
 4 = Extreme, * = Chronic

OSHA GHS Label Information:

Hazard pictograms



Signal word

: **Danger:**

Hazard statements

: Extremely flammable aerosol. Contains gas under pressure; may explode if heated.
 Causes skin irritation. Causes serious eye irritation. May cause drowsiness or dizziness.

Precautionary statements

: **Prevention:** Keep away from heat/sparks/open flames/hot surfaces. No smoking. Do not spray on an open flame or other ignition source. Pressurized container: Do not pierce or burn, even after use. Avoid breathing dust/ fume/ gas/ mist/ vapours/ spray. Wash skin thoroughly after handling. Use only outdoors or in a well-ventilated area. Wear eye protection/ face protection. Wear protective gloves.
Response: IF ON SKIN: Wash with plenty of soap and water. IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing. Call a POISON CENTER or doctor/ physician if you feel unwell. IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If skin irritation occurs: Get medical advice/ attention. If eye irritation persists: Get medical advice/ attention. Take off contaminated clothing and wash before reuse.
Storage: Store locked up. Protect from sunlight. Do not expose to temperatures exceeding 50 °C/ 122 °F.
Disposal: Dispose of contents/container in accordance with local regulation.

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We believe the statements, technical information and recommendations contained herein are reliable, but they are given without warranty or guarantee of any kind. The information in this document applies to this specific material as supplied. It may not be valid for this material if it is used in combination with any other materials. Users should make their own investigations

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to determine the suitability and applicability of the information for their particular purposes.
This SDS has been prepared by the Compliance Services organization supporting this
manufacturer, supplier or distributor.

SAFETY DATA SHEET**TRADE NAME: CHEMSAFE 100C**

PAGE 1 OF 9

ISSUE DATE: 1/15/2007

REVISION DATE: 4/15/2015

1. PRODUCT AND COMPANY IDENTIFICATION**GHS PRODUCT IDENTIFIER:**

TRADE NAME; CHEMSAFE 100C (CARB COMPLIANT)

OTHER MEANS OF IDENTIFICATION:**RECOMMENDED USE OF THE CHEMICAL AND RESTRICTIONS ON USE:**

RECOMMENDED USE: Mastic Removal

SUPPLIER'S DETAILS:

1480 GRANDVIEW AVE.
THOROFARE, NJ 08086
(800)767-6933

EMERGENCY PHONE NUMBER:

COMPANY PHONE NUMBER: (800)767-6933

(24HR) EMERGENCY NUMBER: CHEM-TREC (800)424-9300

2. HAZARD IDENTIFICATION**GHS CLASSIFICATION:**

GHS CLASSIFICATION SCALE: (1=SEVERE HAZARD, 4=SLIGHT HAZARD)

PHYSICAL HAZARDS:

FLAMMABLE LIQUIDS CATEGORY 4

HEALTH HAZARDS:

ASPIRATION HAZARD CATEGORY 1

ACUTE TOXICITY- INHALATION (VAPORS) CATEGORY 3

ACUTE TOXICITY-ORAL CATEGORY 4

SERIOUS EYE DAMAGE IRRITATION CATEGORY 2A

SPECIFIC TARGET ORGAN SYSTEMIC CATEGORY 3

TOXICITY-SINGLE EXPOSURE, CENTRAL NERVOUS SYSTEM (DIZZINESS)

LABEL ELEMENTS:**SIGNAL WORD: DANGER****HAZARD STATEMENTS:**

Combustible liquid

Toxic if inhaled

Harmful if swallowed

Causes serious eye irritation

May be fatal if swallowed and enters airways

May cause drowsiness or dizziness

SAFETY DATA SHEET**TRADE NAME: CHEMSAFE 100C**

PAGE 2 OF 9

HAZARD SYMBOLS:**PRECAUTIONARY STATEMENTS:**

Keep out of reach of children
 Keep away from heat/sparks/open flames/hot surfaces. No smoking.
 Keep container tightly closed.
 Keep cool
 Avoid breathing dust/fume/gas/mist/vapours/spray.
 Wash hands, face and all exposed skin areas after handling.
 Do not eat, drink, or smoke when using this product.
 Use only outdoors or in a well ventilated area.
 Wear protective gloves/protective clothing/eye protection/face protection

PRECAUTIONARY STATEMENTS (RESPONSE):

IF SWALLOWED: Immediately call a poison center or doctor or physician. Do not induce vomiting. Rinse mouth.

IF INHALED: Remove person to fresh air and keep comfortable for breathing. Call a poison center or doctor or physician.

IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses if easy to do. Continue rinsing. If eye irritation persists, get medical advice/attention.

IN CASE OF FIRE: Use dry chemical, CO₂ or foam to extinguish

PRECAUTIONARY STATEMENTS (STORAGE):

Store in a well ventilated place, keep container tightly closed. Keep cool. Store locked up.

PRECAUTIONARY STATEMENTS (DISPOSAL):

Dispose of contents/container to an approved waste disposal plant in accordance with applicable local/regional/national and international regulations and product characteristics at time of disposal.

OTHER HAZARDS:

Repeated or prolonged exposure can cause skin dryness or cracking.

3. COMPOSITION INFORMATION ON INGREDIENTS

INGREDIENT IDENTITY	CAS NUMBER	PERCENTAGE
DISTILLATES, PETROLEUM HYDROTREATED, LIGHT	64742-47-8	PROPRIETARY
2-BUTOXYETHANOL	111-76-2	PROPRIETARY

REMAINING INGREDIENTS ARE NOT REPORTABLE UNDER OSHA/SDS GUIDELINES. THE EXACT PERCENTAGES OF SOME INGREDIENTS HAVE BEEN WITHHELD AS (CBI) CONFIDENTIAL BUSINESS INFORMATION TRADE SECRET.

4. FIRST AID MEASURES

INGESTION: If swallowed, call a poison control center immediately. Wash out mouth with water. Do not induce vomiting; this product is an aspiration hazard. If spontaneous vomiting occurs, keep head below hips to prevent aspiration of liquid into the lung. Never give anything by mouth to an unconscious person.

SAFETY DATA SHEET**TRADE NAME: CHEMSAFE 100C**

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SKIN CONTACT: Remove contaminated clothing. Wash affected area with soap and plenty of water. Wash contaminated clothing before reuse. If irritation occurs get medical advice.

INHALATION: Move individual away from exposure and into fresh air. If breathing is irregular or stopped, administer artificial respiration. In case of shortness of breath, give oxygen. Call a physician immediately.

EYE CONTACT: Rinse cautiously with water for several minutes. Remove contact lenses if easy to do. Continue rinsing. If eye irritation persists, get medical attention/advice.

Most Important Symptoms and Effects, Acute and Delayed

INGESTION: Symptoms may include diarrhea, gastric pain, and vomiting.

SKIN CONTACT: Symptoms may include redness, dryness and cracking of skin.

INHALATION: Symptoms may include irritation of respiratory tract and/or CNS symptoms such as dizziness,
confusion, drowsiness or fatigue.

EYE CONTACT: Symptoms may include stinging, tearing, redness and blurred vision.

Indication of immediate medical attention and special treatment needed, if necessary.

Treat Symptomatically.

5. FIRE FIGHTING MEASURES

Suitable extinguishing media: Use fire extinguishers rated for class B fires. CO₂, Foam.

Unsuitable extinguishing media- Do not use water jet. If water is used utilize fog nozzle or apparatus.

Specific hazards arising from the chemical: Combustible liquid. In a fire or if heated, a pressure increase will occur and the container may burst. Vapors may accumulate in low or confined areas or travel a considerable distance to a source of ignition and flash back. Runoff to sewer may create fire or explosion hazard.

Hazardous thermal decomposition products: carbon monoxide and CO₂

Special protective actions for fire-fighters: Keep product containers and surrounding areas cool with water spray. No action shall be taken involving any personal risk or without suitable training.

Special protective equipment for fire-fighters: Fire fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode.

6. ACCIDENTAL RELEASE MEASURES**Personal precautions, protective equipment and emergency procedures:**

For non-emergency personnel: No action shall be taken involving any personal risk or without suitable training. Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Do not touch or walk through spilled material. Shut off all ignition sources. No Flares, smoking or flames in hazard

SAFETY DATA SHEET**TRADE NAME: CHEMSAFE 100C**

PAGE 4 OF 9

area. Avoid breathing vapor or mist. Provide adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Put on appropriate personal protective equipment.

For emergency responders: If specialized clothing is required to deal with the spillage, take note of information in section 8 for further information. See also information in non-emergency personnel above.

Environmental precautions: Avoid dispersal of spilled material with soil, waterways, drains and sewers. See section 12 for additional ecological information.

Methods and materials for containment and cleaning up.

Small spill: Stop leak if without risk. Move containers from the spill area. Use spark proof tools and equipment. Absorb with an inert dry non combustible material such as diatomaceous earth or vermiculite and place in an appropriate waste disposal container. Mop any remaining residues with soap and water and dispose of wastes via a licensed waste disposal contractor according to federal, state and local regulations.

Large spill: Stop leak if without risk. Move containers from spill area. Use spark proof tools and equipment. Prevent entry into sewers, drains, water courses and confined areas. Wash spillages into an effluent treatment plant or absorb with an inert dry non combustible material such as diatomaceous earth or vermiculite and place in a appropriate waste disposal containers. Mop any remaining residues with soap and water and dispose of wastes via a licensed waste disposal contractor according to federal, state and local regulations.

7 HANDLING AND STORAGE**Precautions for Safe Handling:**

Safe Handling Advice: Utilize appropriate personal protective equipment when handling product. Do not swallow. Avoid contact with eyes, skin and clothing. Avoid breathing vapor or mists. Use only with adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Do not enter storage areas and confined spaces unless adequately ventilated. Keep in the original container and tightly closed when not in use. Store and use away from heat, sparks, open flame or any other ignition source. No smoking. Wash face, hands and any exposed skin thoroughly after handling. Wear protective gloves/protective clothing/eye protection and face protection during use. Groundbond container and receiving equipment during transfer. Do not flame cut, braize or weld emptied containers as they contain product residues and all precautions within this sds still apply and should be followed.

Advice on general occupational hygiene: Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Workers should wash hands and face before eating, drinking and smoking. Remove contaminated clothing and protective equipment before entering eating areas. See also section 8 for additional hygiene information.

Conditions for safe storage including any incompatibilities:

Store in original container in a dry, cool and well ventilated area away from strong oxidizing agents (see section 10) and food and drink. Store locked up. Eliminate all ignition sources. Keep container tightly closed when not in use. Do not store in unlabeled containers.

SAFETY DATA SHEET**TRADE NAME: CHEMSAFE 100C**

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8. EXPOSURE CONTROLS/PERSONAL PROTECTION**Control Parameters****Occupational Exposure Limits**

Ingredient Identity	ACGIH TLV	OSHA PEL	NIOSH IDLH
2-butoxyethanol 111-76-2	TWA 20ppm	TWA 50ppm TWA 240mg/m ³	IDLH 700ppm
Distillates, Petroleum Hydrotreated, Light 64742-47-8	TWA: skin absorption 200mg/m ³ (as total hydrocarbon vapor) 8 hours		

Appropriate Engineering Controls

Engineering Controls: Use only with adequate ventilation. Use process enclosures, local exhaust ventilation or other engineering controls to keep worker exposure to airborne contaminants and air concentrations below occupational exposure standards. Use spark proof ventilation equipment.

Individual protection measures, such as personal protective equipment. (PPE)

Eye/Face Protection: Wear approved safety goggles with side shields

Skin & Body Protection: Wear chemical resistant, impervious gloves at all times when handling chemical products. A chemical resistant apron is also recommended. Check during use that gloves and aprons are still retaining their impervious properties, as the time for breakthrough can change from different manufacturers and chemical mixtures can not always be accurately measured. Appropriate footwear and suitable protective clothing should be worn for the degree and risk of exposure.

Respiratory Protection: If workplace exposure limits of product or any component is exceeded, utilize proper respiratory protection program guidelines (see OSHA 1910.134 and American National Standard ANSI Z88.2) Use a properly fitted NIOSH/MSHA air-purifying or air-fed respirator in compliance with the above mentioned standard if a risk assessment indicates this is necessary. Respirator selection must be based on known or anticipated exposure levels, the hazards of the product and the safe working limits of the selected respirator.

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance: blue liquid

Odor: mild to light solvent

Odor threshold: not available

pH: not applicable

Melting Point/Freezing Point: -56F

Initial Boiling Point/Range: 344F-473F

Flash Pt: 158F lowest ingredient, does not sustain combustion

Evaporation Rate: <1 (butyl acetate=1)

Lower explosive limits: .6%Aliphatic Solvent

Upper explosive limits: 7.0%Aliphatic Solvent

Vapor Pressure: . meets CARB guidelines

Vapor Density: 4.5-5 (air=1)

Relative Density: .83

Solubility in water: Emulsifies

Partition coefficient: not applicable

Auto ignition temp: >428F

Decomposition Temp: not available

Viscosity: not applicable

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10. STABILITY AND REACTIVITY

Reactivity: Stable in normal ambient temperature and pressure

Chemical Stability: Stable under recommended storage conditions.

Possibility of Hazardous Reactions: not under normal conditions of storage and use.

Conditions to Avoid: Avoid all possible sources of ignition. Do not pressurize, cut weld, braze, solder, drill, grind or expose containers to heat or sources of ignition. Do not allow vapor to accumulate in low or confined areas.

Incompatible Materials: Oxidizing materials

Hazardous Decomposition Products: Carbon monoxide and Carbon Dioxide

11. TOXICOLOGICAL INFORMATION

Acute toxicity: classified, oral toxicity category 4, inhalation toxicity category 3

Distillates Petroleum 64742-47-8

Inhalation LC50 6.8mg/l no end pt, no effects

Hydrotreated, Light

Oral LD50 >5000mg/kg rat

2-butoxyethanol 111-76-2

Oral LD50 1414mg/kg guinea pig

Inhalation LC50 3.1mg/l guinea pig >641ppm

Skin corrosion irritation: Not classified,

Serious Eye damage: classified, category 2, Causes serious eye irritation, 2-butoxyethanol 111-76-2

Sensitization: Not classified

Mutagenicity: Not classified

Carcinogenicity: Not classified

Reproductive Toxicity: Not Classified

Teratogenicity: Not Available

Specific target Organ Toxicity (single exposure):

<u>Name</u>	<u>category</u>	<u>route of exposure</u>	<u>target organs</u>
2-butoxyethanol 111-76-2,	3,	inhalation	nervous system, drowsiness or dizziness

Specific target Organ Toxicity (repeated exposure)

Not Available

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Aspiration Hazard:

Distillate petroleum hydrotreated, light 64742-47-8 , Aspiration Hazard Category 1

Information on the likely routes of exposure:**Ingestion:** May be harmful if swallowed. May be fatal if swallowed and enters airways.**Inhalation:** Toxic if inhaled**Skin:** Causes skin irritation.**Eye:** Causes serious eye irritation**Symptoms related to the physical, chemical and toxicological characteristics****Ingestion:** See section iv, most important symptoms and effects, acute and delayed.**Inhalation:** See section iv, most important symptoms and effects, acute and delayed.**Skin:** See section iv, most important symptoms and effects, acute and delayed.**Eye:** See section iv, most important symptoms and effects, acute and delayed.**Delayed and immediate effects and also chronic effects from short and long term exposure.**

General: Prolonged or repeated contact can defat the skin and lead to irritation, cracking and/or dermatitis

Carcinogenicity: no known significant effects or critical hazards. Not classifiable.

Numerical measures of Toxicity

Not Available

12. ECOLOGICAL INFORMATION**Toxicity:**

<u>Ingredient name</u>	<u>Result</u>	<u>Species</u>	<u>Exposure</u>
Aliphatic Solvent, Chronic NOEL	0.48 mg/l	Daphnia	21 days

Persistence and degradability:

Distillate Petroleum: Biodegradability-inherent

Hydrotreated

2-butoxyethanol: 90.4% readily biodegradable after 28 days.

Bioaccumulation Potential:

2-butoxyethanol: BCF 3.16, This material is not expected to bioaccumulate

Mobility in Soil:

2-butoxyethanol: low adsorption to soil particulates predicted

Other adverse Effects:

No known significant effects or critical hazards

13. DISPOSAL CONSIDERATIONS

Dispose in accordance with applicable federal, state and local regulations.

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14. TRANSPORTATION INFORMATION**DOT:**

This product is NOT REGULATED if packaged under 119 gallons per container by DOT when shipping in North America.

UN ID # NA1993

SHIPPING NAME: COMBUSTIBLE LIQUID, N.O.S. (CONTAINS PETROLEUM DISTILLATES)

HAZARD CLASS: 3

PACKING GROUP: III

RQ N/A

PLACARDING: PLACARDING EXEMPTION 173.150F

IATA: NOT REGULATED

IMDG: NOT REGULATED

15. REGULATORY INFORMATION

U.S. FEDERAL REGULATIONS: All ingredients are listed or exempted with TSCA.

SARA 302/304: no products were found.

SARA 311/312: fire hazard

Ingredient	%	FIRE HAZARD	PRESSURE RELEASE	REACTIVE	IMMEDIATE ACUTE	DELAYED CHRONIC
Distillate Petroleum, Hydrotreated	80-95	YES	NO	NO	NO	NO
2butoxyethanol 111-76-2	PROPRIETARY	YES			YES	YES

SARA 313

2-butoxyethanol 111-76-2 PROPRIETARY, REPORTING THRESHOLD-1%

STATE REGULATIONS:

Ingredient	New York	New Jersey	Massachusetts	Pennsylvania
Distillate Petroleum Hydrotreated. 64742-47-8	No	No	No	No
2-butoxyethanol 111-76-2	No	Yes	Yes	yes

California Prop 65: none known

16. OTHER INFORMATION

HMIS RATING: HEALTH (1) FIRE (2) REACTIVITY (0)
4=EXTREME, 3=HIGH, 2=MODERATE, 1=SLIGHT, 0=INSIGNIFICANT

NOTICE TO READER:

To the best of our knowledge, the information contained herein is accurate. However, neither the above-named supplier, nor any of its subsidiaries assumes any liability whatsoever for the accuracy or completeness of the information contained herein. The information on this sds was obtained from sources which we believe are reliable. However, the information is provided without any warranty, expressed or implied, regarding its correctness. Users are advised to confirm in advance of need, that information is current, applicable and suited to the circumstances of use. Vendor assumes no responsibility for injury to vendee or third persons proximately caused by the material if reasonable safety procedures are not adhered to as stipulated in the sds. Furthermore, vendor assumes no responsibility for injury caused by abnormal use of this material even if reasonable safety procedures are followed.

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P211 Do not spray on an open flame or other ignition source.
 P251 Pressurized container: Do not pierce or burn, even after use.

P261 Avoid breathing dust/ fume/ gas/ mist/ vapours/ spray.

P264 Wash skin thoroughly after handling.

P271 Use only outdoors or in a well-ventilated area.

P280 Wear eye protection/ face protection.

P280 Wear protective gloves.

Response:

P302 + P352 IF ON SKIN: Wash with plenty of soap and water.

P304 + P340 + P312 IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing. Call a POISON CENTER or doctor/ physician if you feel unwell.

P305 + P351 + P338 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.

P332 + P313 If skin irritation occurs: Get medical advice/ attention.

P337 + P313 If eye irritation persists: Get medical advice/ attention.

P362 Take off contaminated clothing and wash before reuse.

Storage:

P405 Store locked up.

P410 + P412 Protect from sunlight. Do not expose to temperatures exceeding 50 °C/ 122 °F.

Disposal:

Dispose of contents/container in accordance with local regulation.

Potential Health Effects**Carcinogenicity:****IARC**

No component of this product present at levels greater than or equal to 0.1% is identified as probable, possible or confirmed human carcinogen by IARC.

ACGIH

No component of this product present at levels greater than or equal to 0.1% is identified as a carcinogen or potential carcinogen by ACGIH.

OSHA

No component of this product present at levels greater than or equal to 0.1% is identified as a carcinogen or potential carcinogen by OSHA.

NTP

No component of this product present at levels greater than or equal to 0.1% is identified as a known or anticipated carcinogen by NTP.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS**Hazardous components**

Chemical Name	CAS-No.	Concentration [%]
propane	74-98-6	>= 20 - < 30
acetone	67-64-1	>= 20 - < 30
butane	106-97-8	>= 10 - < 20
Naphtha (petroleum), hydrotreated light	64742-49-0	>= 10 - < 20
methyl acetate	79-20-9	>= 5 - < 10

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SECTION 4. FIRST AID MEASURES

- | | |
|-------------------------|---|
| General advice | <ul style="list-style-type: none"> ☒ Move out of dangerous area. ☒ Show this safety data sheet to the doctor in attendance. ☒ Do not leave the victim unattended. |
| If inhaled | <ul style="list-style-type: none"> ☒ If unconscious place in recovery position and seek medical advice. ☒ Consult a physician after significant exposure. |
| In case of skin contact | <ul style="list-style-type: none"> ☒ If on skin, rinse well with water. ☒ If on clothes, remove clothes. ☒ Wash off immediately with plenty of water for at least 15 minutes. |
| In case of eye contact | <ul style="list-style-type: none"> ☒ Rinse immediately with plenty of water for at least 15 minutes. ☒ Remove contact lenses. ☒ Protect unharmed eye. ☒ Keep eye wide open while rinsing. ☒ If eye irritation persists, consult a specialist. |
| If swallowed | <ul style="list-style-type: none"> ☒ Keep respiratory tract clear. ☒ DO NOT induce vomiting unless directed to do so by a physician or poison control center. ☒ Never give anything by mouth to an unconscious person. ☒ If symptoms persist, call a physician. ☒ Take victim immediately to hospital. |

SECTION 5. FIREFIGHTING MEASURES

- | | |
|--------------------------------------|---|
| Suitable extinguishing media | <ul style="list-style-type: none"> ☒ Carbon dioxide (CO2) ☒ Dry chemical ☒ Water spray jet ☒ Alcohol-resistant foam |
| Unsuitable extinguishing media | <ul style="list-style-type: none"> ☒ High volume water jet |
| Specific hazards during firefighting | <ul style="list-style-type: none"> ☒ Do not allow run-off from fire fighting to enter drains or water courses. |
| Hazardous combustion products | <ul style="list-style-type: none"> ☒ Carbon dioxide (CO2) ☒ Carbon monoxide ☒ Smoke |
| Specific extinguishing methods | <ul style="list-style-type: none"> ☒ Use extinguishing measures that are appropriate to local circumstances and the surrounding environment. |
| Further information | <ul style="list-style-type: none"> ☒ Collect contaminated fire extinguishing water separately. This must not be discharged into drains. ☒ Fire residues and contaminated fire extinguishing water must be disposed of in accordance with local regulations. ☒ For safety reasons in case of fire, cans should be stored separately in closed containments. ☒ Use a water spray to cool fully closed containers. |

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Special protective equipment for firefighters : Wear self-contained breathing apparatus for firefighting if necessary.

SECTION 6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures : Use personal protective equipment.
 Ensure adequate ventilation.
 Remove all sources of ignition.
 Evacuate personnel to safe areas.
 Beware of vapours accumulating to form explosive concentrations. Vapours can accumulate in low areas.

Environmental precautions : Prevent product from entering drains.
 Prevent further leakage or spillage if safe to do so.
 If the product contaminates rivers and lakes or drains inform respective authorities.

Methods and materials for containment and cleaning up : Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust).
 Keep in suitable, closed containers for disposal.

SECTION 7. HANDLING AND STORAGE

Advice on safe handling : Avoid exposure - obtain special instructions before use.
 Avoid contact with skin and eyes.
 For personal protection see section 8.
 Do not breathe vapours or spray mist.
 Take precautionary measures against static discharges.
 Provide sufficient air exchange and/or exhaust in work rooms.
 Dispose of rinse water in accordance with local and national regulations.
 Always replace cap after use.

Conditions for safe storage : BEWARE: Aerosol is pressurized. Keep away from direct sun exposure and temperatures over 50 °C. Do not open by force or throw into fire even after use. Do not spray on flames or red-hot objects.
 No smoking.
 Keep container tightly closed in a dry and well-ventilated place.
 Containers which are opened must be carefully resealed and kept upright to prevent leakage.
 Observe label precautions.
 Electrical installations / working materials must comply with the technological safety standards.

Materials to avoid : Strong oxidizing agents

SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Components with workplace control parameters

Components	CAS-No.	Value type (Form of	Control parameters /	Basis
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		exposure)	Permissible concentration	
propane	74-98-6	TWA	1,000 ppm	ACGIH
		TWA	1,000 ppm	NIOSH REL
			1,800 mg/m ³	
		TWA	1,000 ppm	OSHA Z-1
			1,800 mg/m ³	
acetone	67-64-1	TWA	500 ppm	ACGIH
		STEL	750 ppm	ACGIH
		TWA	250 ppm	NIOSH REL
			590 mg/m ³	
		TWA	1,000 ppm	OSHA Z-1
		TWA	2,400 mg/m ³	
		TWA	750 ppm	OSHA PD
			1,800 mg/m ³	
		STEL	1,000 ppm	OSHA PD
			2,400 mg/m ³	
butane	106-97-8	TWA	800 ppm	NIOSH REL
			1,900 mg/m ³	
		TWA	800 ppm	OSHA PD
			1,900 mg/m ³	
methyl acetate	79-20-9	TWA	200 ppm	ACGIH
		STEL	250 ppm	ACGIH
		TWA	200 ppm	NIOSH REL
			610 mg/m ³	
		ST	250 ppm	NIOSH REL
		TWA	780 mg/m ³	
		TWA	200 ppm	OSHA Z-1
		TWA	610 mg/m ³	
		TWA	200 ppm	OSHA PD
		TWA	610 mg/m ³	
		STEL	250 ppm	OSHA PD
			760 mg/m ³	

Biological occupational exposure limits

Component	CAS-No.	Control parameters	Biological specimen	Sampling time	Permissible concentration	Basis
2-PROPANONE	67-64-1	Acetone	Urine	End of shift (As soon as possible after exposure ceases)	50 mg/l	ACGIH/BEI

Personal protective equipment

Respiratory protection

: Use respiratory protection unless adequate local exhaust ventilation is provided or exposure assessment demonstrates that exposures are within recommended exposure guidelines.

Hand protection

Remarks

: The suitability for a specific workplace should be discussed with the producers of the protective gloves.

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Eye protection	: Ensure that eyewash stations and safety showers are close to the workstation location. Safety glasses
Skin and body protection	: Impervious clothing Choose body protection according to the amount and concentration of the dangerous substance at the work place.
Hygiene measures	: When using do not eat or drink. When using do not smoke. Wash hands before breaks and at the end of workday.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance	: Aerosol containing a liquefied gas
Colour	: tan
Odour	: solvent-like
Odour Threshold	: No data available
pH	: No data available
Melting point/freezing point	: No data available
Boiling point	: No data available
Flash point	: No data available
Evaporation rate	: No data available
Flammability (solid, gas)	: Extremely flammable aerosol.
Upper explosion limit	: No data available
Lower explosion limit	: No data available
Vapour pressure	: No data available
Relative vapour density	: No data available
Density	: 0.853 g/cm ³
Solubility(ies)	
Water solubility	: partly soluble
Solubility in other solvents	: not determined
Partition coefficient: n-octanol/water	: No data available
Auto-ignition temperature	: not determined
Thermal decomposition	: No data available
Viscosity	
Viscosity, kinematic	: No data available
Heat of combustion	: 40.94 kJ/g

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SECTION 10. STABILITY AND REACTIVITY

Reactivity	: Stable
Chemical stability	: Stable under normal conditions.
Possibility of hazardous reactions	: Vapours may form explosive mixture with air. No decomposition if stored and applied as directed.
Conditions to avoid	: Heat, flames and sparks. Extremes of temperature and direct sunlight.
Incompatible materials	: Strong oxidizing agents
Hazardous decomposition products	: Carbon dioxide (CO2) Carbon monoxide

SECTION 11. TOXICOLOGICAL INFORMATION

Acute toxicity

Components:

propane:

Acute inhalation toxicity	: LC50 Mouse: 1,237 mg/l Exposure time: 2 h
	: LC50 Rat: 659 mg/l Exposure time: 4 h
	: LC50 Rat: 1,365 mg/l

acetone:

Acute oral toxicity	: LD50 Rat: 6,600 mg/kg
Acute inhalation toxicity	: LC50 Rat: 132 mg/l Exposure time: 8 h
	: LC50 Rat: 50.1 mg/l
Acute dermal toxicity	: LD50 Guinea pig: > 7,420 mg/kg
	: LD50 Rabbit: > 7,420 mg/kg

butane:

Acute inhalation toxicity	: LC50 Mouse: 1,237 mg/l Exposure time: 2 h
	: LC50 Rat: 1,365 mg/l

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Skin corrosion/irritation

Product:

Remarks: Irritating to skin.

Serious eye damage/eye irritation

Product:

Remarks: Irritating to eyes.

Respiratory or skin sensitisation

No data available

Germ cell mutagenicity

No data available

Carcinogenicity

No data available

Reproductive toxicity

No data available

propane:

acetone:

butane:

Naphtha (petroleum), hydrotreated light:

methyl acetate:

STOT - single exposure

No data available

STOT - repeated exposure

No data available

Aspiration toxicity

No data available

Further Information

Product:

Remarks: Symptoms of overexposure may be headache, dizziness, tiredness, nausea and vomiting., Concentrations substantially above the TLV value may cause narcotic effects., Solvents may degrease the skin.

SECTION 12. ECOLOGICAL INFORMATION

Ecotoxicity

No data available

Persistence and degradability

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No data available

Bioaccumulative potential

Product:

Partition coefficient: n-octanol/water : Remarks: No data available

Components:

butane :

Partition coefficient: n-octanol/water : Pow: 2.89

Mobility in soil

No data available

Other adverse effects

No data available

Product:

Regulation

40 CFR Protection of Environment; Part 82 Protection of Stratospheric Ozone - CAA Section 602 Class I Substances

Remarks

This product neither contains, nor was manufactured with a Class I or Class II ODS as defined by the U.S. Clean Air Act Section 602 (40 CFR 82, Subpt. A, App.A + B).

Additional ecological information

: An environmental hazard cannot be excluded in the event of unprofessional handling or disposal., Toxic to aquatic life.

SECTION 13. DISPOSAL CONSIDERATIONS

Disposal methods

Waste from residues

: The product should not be allowed to enter drains, water courses or the soil.
Do not contaminate ponds, waterways or ditches with chemical or used container.
Dispose of in accordance with local regulations.

Contaminated packaging

: Empty remaining contents.
Dispose of as unused product.
Do not re-use empty containers.
Do not burn, or use a cutting torch on, the empty drum.

SECTION 14. TRANSPORT INFORMATION

Transportation Regulation: 49 CFR (USA):
ORM-D, CONSUMER COMMODITY

Transportation Regulation: IMDG (Vessel):
UN1950, AEROSOLS, 2.1, - Limited quantity

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Transportation Regulation: IATA (Cargo Air): UN1950, Aerosols, flammable, 2.1, - Limited quantity
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Transportation Regulation: IATA (Passenger Air): UN1950, Aerosols, flammable, 2.1, - Limited quantity
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Transportation Regulation: TDG (Canada): UN1950, AEROSOLS, 2.1, - Limited quantity

SECTION 15. REGULATORY INFORMATION**EPCRA - Emergency Planning and Community Right-to-Know Act****CERCLA Reportable Quantity**

Components	CAS-No.	Component RQ (lbs)	Calculated product RQ (lbs)
acetone	67-64-1	5000	*

*: Calculated RQ exceeds reasonably attainable upper limit.

SARA 304 Extremely Hazardous Substances Reportable Quantity

This material does not contain any components with a section 304 EHS RQ.

SARA 311/312 Hazards : Acute Health Hazard
Fire Hazard
Sudden Release of Pressure Hazard

SARA 302 : No chemicals in this material are subject to the reporting requirements of SARA Title III, Section 302.

SARA 313 : This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.

California Prop 65

WARNING! This product contains a chemical known to the State of California to cause cancer.

benzene 71-43-2

WARNING: This product contains a chemical known to the State of California to cause birth defects or other reproductive harm.

toluene 108-88-3

benzene 71-43-2

The components of this product are reported in the following inventories:

TSCA On TSCA Inventory
DSL All components of this product are on the Canadian DSL
AICS On the inventory, or in compliance with the inventory
NZIoC Not in compliance with the inventory
PICCS On the inventory, or in compliance with the inventory
IECSC On the inventory, or in compliance with the inventory

Inventory Acronym and Validity Area Legend:

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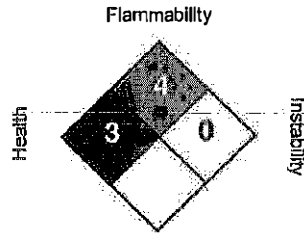
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AICS (Australia), DSL (Canada), IECSC (China), REACH (European Union), ENCS (Japan), ISHL (Japan), KECl (Korea), NZIoC (New Zealand), PICCS (Philippines), TCSI (Taiwan), TSCA (USA)

SECTION 16. OTHER INFORMATION

Further Information

NFPA:



HMIS III:

HEALTH	3
FLAMMABILITY	4
PHYSICAL HAZARD	2

0 = not significant, 1 = Slight,
2 = Moderate, 3 = High
4 = Extreme, * = Chronic

OSHA GHS Label Information:

Hazard pictograms



Signal word

Hazard statements

Precautionary statements

Danger:
Extremely flammable aerosol. Contains gas under pressure; may explode if heated.
Causes skin irritation. Causes serious eye irritation. May cause drowsiness or dizziness.

Prevention: Keep away from heat/sparks/open flames/hot surfaces. No smoking. Do not spray on an open flame or other ignition source. Pressurized container: Do not pierce or burn, even after use. Avoid breathing dust/ fume/ gas/ mist/ vapours/ spray. Wash skin thoroughly after handling. Use only outdoors or in a well-ventilated area. Wear eye protection/ face protection. Wear protective gloves.

Response: IF ON SKIN: Wash with plenty of soap and water. IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing. Call a POISON CENTER or doctor/ physician if you feel unwell. IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If skin irritation occurs: Get medical advice/ attention. If eye irritation persists: Get medical advice/ attention. Take off contaminated clothing and wash before reuse.

Storage: Store locked up. Protect from sunlight. Do not expose to temperatures exceeding 50 °C / 122 °F.

Disposal: Dispose of contents/container in accordance with local regulation.

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We believe the statements, technical information and recommendations contained herein are reliable, but they are given without warranty or guarantee of any kind. The information in this document applies to this specific material as supplied. It may not be valid for this material if it is used in combination with any other materials. Users should make their own investigations

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Revision Date 08/31/2015

Print Date 09/17/2015

to determine the suitability and applicability of the information for their particular purposes.
This SDS has been prepared by the Compliance Services organization supporting this
manufacturer, supplier or distributor.



SAFETY DATA SHEET

Issue Date 22-Mar-2015

Revision Date 24-Mar-2015

Version 2

1. PRODUCT AND COMPANY IDENTIFICATION

Product Identifier

Product Name MICROBAN DISINFECTANT SPRAY PLUS
 Product Code LDBMBSXMLB-MDSP
 Customer Code 221522000, 221523000

Other means of identification

Recommended use of the chemical and restrictions on use

Recommended Use Professional Disinfectant
 Uses advised against Use only as stated on label.

Details of the supplier of the safety data sheet

Manufactured For / Distributed By

ProRestore Products
 1016 Greentree Rd.
 Suite #115
 Pittsburgh, PA 15220

800-932-3030

Emergency telephone number

24 Hour Emergency Phone Number 1-800-535-5053

2. HAZARDS IDENTIFICATION

Classification

Acute toxicity - Oral	Not classified
Flammable liquids	Category 3

Label elements

Emergency Overview

Warning

Flammable liquid and vapor

**Precautionary Statements - Prevention**

- Keep away from heat/sparks/open flames/hot surfaces. -- No smoking
- Keep container tightly closed
- Ground/bond container and receiving equipment
- Use explosion-proof electrical/ventilating/lighting/equipment.
- Use only non-sparking tools
- Take precautionary measures against static discharge
- Wear protective gloves/protective clothing/eye protection/face protection

Precautionary Statements - Response

- Specific Treatment (See Section 4 on the SDS)
 - IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical advice/attention.
 - IF ON SKIN (or hair): Remove/Take off immediately all contaminated clothing. Rinse skin with water/shower.
 - IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing.
 - IF SWALLOWED: Rinse mouth. DO NOT induce vomiting. Drink plenty of water.
 - In case of fire: Use CO2, dry chemical, or foam for extinction.

Precautionary Statements - Storage

- Store in a well-ventilated place. Keep cool

Precautionary Statements - Disposal

- Dispose of contents/container to an approved waste disposal plant

Hazards not otherwise classified (HNOC)**Other Information**

Unknown Acute Toxicity

0% of the mixture consists of ingredient(s) of unknown toxicity

3. COMPOSITION/INFORMATION ON INGREDIENTS

Chemical Name	CAS No.	Weight-%	Trade Secret
2-Propanol	67-63-0	3-7	*
Benzethonium Chloride	121-54-0	.1-1	*
2-Hydroxybiphenyl	90-43-7	.1-1	*

4. FIRST AID MEASURES**First aid measures**

General advice	If symptoms persist, call a physician.
Skin Contact	Immediate medical attention is not required. Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes. If skin irritation persists, call a physician.
Eye contact	Immediately flush with plenty of water. After initial flushing, remove any contact lenses and continue flushing for at least 15 minutes. Keep eye wide open while rinsing. If symptoms persist, call a physician.

MICROBAN DISINFECTANT SPRAY PLUS

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Inhalation	Immediate medical attention is not required. If symptoms persist, call a physician. Move to fresh air in case of accidental inhalation of vapors or decomposition products.
Ingestion	Clean mouth with water and drink afterwards plenty of water. Never give anything by mouth to an unconscious person. Call a physician. Do NOT induce vomiting.
Self-protection of the first aider	Use personal protective equipment as required.

Most important symptoms and effects, both acute and delayed

Symptoms	Any additional important symptoms and effects are described in Section 11: Toxicology Information.
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Indication of any immediate medical attention and special treatment needed

Note to physicians	Treat symptomatically.
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5. FIRE-FIGHTING MEASURES

Suitable extinguishing media Use. Dry chemical. Carbon dioxide (CO₂). Water spray (fog). Alcohol resistant foam.

Unsuitable extinguishing media

Do not use a solid water stream as it may scatter and spread fire.

Specific hazards arising from the chemical

Keep product and empty container away from heat and sources of ignition. Risk of ignition.

Protective equipment and precautions for firefighters As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear

6. ACCIDENTAL RELEASE MEASURES**Personal precautions, protective equipment and emergency procedures**

Personal precautions	Evacuate personnel to safe areas. Keep people away from and upwind of spill/leak. Remove all sources of ignition. Pay attention to flashback. Take precautionary measures against static discharges. Use personal protective equipment as required.
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Environmental precautions

Environmental precautions	Prevent further leakage or spillage if safe to do so, Prevent product from entering drains.
---------------------------	---

Methods and material for containment and cleaning up

Methods for containment	Prevent further leakage or spillage if safe to do so.
Methods for cleaning up	Dam up. Soak up with inert absorbent material. Pick up and transfer to properly labeled containers. Take precautionary measures against static discharges.

7. HANDLING AND STORAGE**Precautions for safe handling**

Advice on safe handling	Use with local exhaust ventilation. All equipment used when handling the product must be grounded. Keep away from heat/sparks/open flames/hot surfaces. — No smoking. Use personal protective equipment as required. Do not breathe dust/fume/gas/mist/vapors/spray. Take necessary action to avoid static electricity discharge (which might cause ignition of organic vapors).
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Conditions for safe storage, including any incompatibilities

Storage Conditions Keep containers tightly closed in a cool, well-ventilated place. Keep away from heat. Keep in properly labeled containers.

Incompatible materials None known based on information supplied.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Control parameters

Exposure Guidelines This product, as supplied, does not contain any hazardous materials with occupational exposure limits established by the region specific regulatory bodies.

Chemical Name	ACGIH TLV	OSHA PEL	NIOSH IDLH
2-Propanol 67-63-0	STEL: 400 ppm TWA: 200 ppm	TWA: 400 ppm TWA: 980 mg/m ³ (vacated) TWA: 400 ppm (vacated) TWA: 980 mg/m ³ (vacated) STEL: 500 ppm (vacated) STEL: 1225 mg/m ³	IDLH: 2000 ppm TWA: 400 ppm TWA: 980 mg/m ³ STEL: 500 ppm STEL: 1225 mg/m ³

NIOSH IDLH Immediately Dangerous to Life or Health

Other Information Vacated limits revoked by the Court of Appeals decision in AFL-CIO v. OSHA, 965 F.2d 962 (11th Cir., 1992).

Appropriate engineering controls

Engineering Controls Showers, Eyewash stations & Ventilation systems

Individual protection measures, such as personal protective equipment

Eye/face protection Wear safety glasses with side shields (or goggles).

Skin and body protection No special technical protective measures are necessary.

Respiratory protection If exposure limits are exceeded or irritation is experienced, NIOSH/MSHA approved respiratory protection should be worn. Positive-pressure supplied air respirators may be required for high airborne contaminant concentrations. Respiratory protection must be provided in accordance with current local regulations.

General Hygiene When using do not eat, drink or smoke. Regular cleaning of equipment, work area and clothing is recommended.

9. PHYSICAL AND CHEMICAL PROPERTIES**Information on basic physical and chemical properties**

Physical state	Liquid
Appearance	Clear
Color	Colorless
Odor	Pleasant
Odor threshold	No Information available

<u>Property</u>	<u>Values</u>	<u>Remarks • Method</u>
pH	6.5 - 7.5	
Specific Gravity	0.99	
Viscosity	Water Thin	
Melting point/freezing point	No Information available	
Flash point	39 °C approx. 102 °F	
Boiling point / boiling range	No Information available	/
Evaporation rate	Same as water	
Flammability (solid, gas)		
Flammability Limits in Air		
Upper flammability limit:	No Information available	
Lower flammability limit:	No Information available	
Vapor pressure	No Information available	
Vapor density	No Information available	
Water solubility	Soluble in water	
Partition coefficient	No Information available	
Autoignition temperature	No Information available	
Decomposition temperature	No Information available	

Other Information

Density Lbs/Gal	8.23
VOC Content (%)	5.84

10. STABILITY AND REACTIVITY**Reactivity**

No data available

Stability	Stable under recommended storage conditions.
Possibility of Hazardous Reactions	None under normal processing.
Conditions to avoid	Heat, flames and sparks.
Incompatible materials	None known based on information supplied.
Hazardous Decomposition Products	None known based on information supplied.

11. TOXICOLOGICAL INFORMATION**Information on likely routes of exposure**

Inhalation	No data available.
Eye contact	May cause Irritation.
Skin Contact	Prolonged contact may cause redness and Irritation.
Ingestion	May be harmful if swallowed.

Chemical Name	Oral LD50	Dermal LD50	Inhalation LC50
2-Propanol 87-63-0	= 1870 mg/kg (Rat)	= 4059 mg/kg (Rabblt)	= 72600 mg/m ³ (Rat) 4 h

MICROBAN DISINFECTANT SPRAY PLUS

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Information on toxicological effects

Symptoms No Information available.

Delayed and Immediate effects as well as chronic effects from short and long term exposure

Sensitization No Information available.
 Germ cell mutagenicity No Information available.
 Carcinogenicity The table below Indicates whether each agency has listed any ingredient as a carcinogen.

Chemical Name	ACGIH	IARC	NTP	OSHA
2-Propanol 67-63-0	-	Group 3	-	X
2-Hydroxybiphenyl 90-43-7	-	Group 3	-	-

IARC (International Agency for Research on Cancer)

Not classifiable as a human carcinogen

OSHA (Occupational Safety and Health Administration of the US Department of Labor)

X - Present

Reproductive toxicity No Information available.
 STOT - single exposure No Information available.
 STOT - repeated exposure No Information available.
 Target organ effects EYES, Respiratory system, Skin.
 Aspiration hazard No Information available.

Numerical measures of toxicity - Product Information

Unknown Acute Toxicity 0% of the mixture consists of Ingredient(s) of unknown toxicity

The following values are calculated based on chapter 3.1 of the GHS document

12. ECOLOGICAL INFORMATIONEcotoxicity

Chemical Name	Algae/aquatic plants	Fish	Crustacea
2-Propanol 67-63-0	1000: 96 h Desmodesmus subspicatus mg/L EC50 1000: 72 h Desmodesmus subspicatus mg/L EC50	9640: 96 h Pimephales promelas mg/L LC50 flow-through 11130: 96 h Pimephales promelas mg/L LC50 static 1400000: 96 h Lepomis macrochirus µg/L LC50	13299: 48 h Daphnia magna mg/L EC50
2-Hydroxybiphenyl 90-43-7	0.85: 72 h Desmodesmus subspicatus mg/L EC50	3.4: 96 h Pimephales promelas mg/L LC50 flow-through 2.74: 96 h Lepomis macrochirus mg/L LC50 2.75: 96 h Oncorhynchus mykiss mg/L LC50 5.8: 96 h Poecilia reticulata mg/L LC50 static	1 - 2.5: 48 h Daphnia magna mg/L EC50 Static

Persistence and degradability No information available.Bioaccumulation No Information available.

Chemical Name	Partition coefficient
2-Propanol 67-63-0	0.05
2-Hydroxybiphenyl 90-43-7	3.18

Other adverse effects No Information available

13. DISPOSAL CONSIDERATIONS

Waste treatment methods

Disposal of wastes 70385-5 (all containers)
 Pesticide Disposal: Wastes resulting from the use of the product may be disposed of on site or at an approved waste disposal facility.
 Container Disposal: Nonrefillable container. Do not reuse or refill this container. Triple rinse(or equivalent). Then offer for recycling, if available or puncture and dispose of in sanitary landfill, or incineration, or, if allowed by state and local authorities, by burning. if burned, stay out of smoke.

Contaminated packaging Do not reuse container.
US EPA Waste Number D001

This product contains one or more substances that are listed with the State of California as a hazardous waste.

Chemical Name	California Hazardous Waste Status
2-Propanol 67-63-0	Toxic Ignitable

14. TRANSPORT INFORMATION

Note: The basic description below is specific to the container size. This information is provided for at a glance DOT information. Please refer to the container and/or shipping papers for the appropriate shipping description before tendering this material for shipment. For additional information, please contact the distributor listed in section 1 of this SDS.

U.S. Department of Transportation (USDOT)

4x1 Gallon Case *Not regulated*
 Pails & Drums (<119 Gallons) *Not regulated*

15. REGULATORY INFORMATION

International Inventories

TSCA *Complies* DSL/NDSL *Complies*

TSCA - United States Toxic Substances Control Act Section 8(b) Inventory
 DSL/NDSL - Canadian Domestic Substances List/Non-Domestic Substances List

US Federal Regulations

SARA 313

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product contains a chemical or chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372

Chemical Name	SARA 313 - Threshold Values %
2-Propanol - 67-63-0	1.0

SARA 311/312 Hazard Categories

Acute health hazard Yes
 Chronic Health Hazard No
 Fire hazard Yes
 Reactive Hazard No

Sudden release of pressure hazard

No

CWA (Clean Water Act)

This product does not contain any substances regulated as pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42)

CERCLA

This material, as supplied, does not contain any substances regulated as hazardous substances under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302) or the Superfund Amendments and Reauthorization Act (SARA) (40 CFR 355). There may be specific reporting requirements at the local, regional, or state level pertaining to releases of this material

US State Regulations

California Proposition 65

This product contains chemicals known to the state of California to cause cancer, or birth defects or other reproductive harm.

Chemical Name	California Proposition 65
2-Hydroxybiphenyl - 90-43-7	Carcinogen

U.S. State Right-to-Know Regulations

Chemical Name	New Jersey	Massachusetts	Pennsylvania
2-Propanol 67-63-0	X	X	X
Propylene Glycol 57-55-6	X		X
2-Hydroxybiphenyl 90-43-7	X	X	X

U.S. EPA Label Information

EPA Pesticide Registration Number 70385-5

EPA Statement

This chemical is a pesticide product registered by the Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets, and for workplace labels of non-pesticide chemicals. Following is the hazard information as required on the pesticide label:

EPA Pesticide Label

WARNING - Harmful if swallowed (Inhaled or absorbed through the skin). Do not breathe vapors (dust or spray mist). Do not get in eyes, on skin or on clothing. Causes eye (and skin) irritation.

Additional information

No information available.

16. OTHER INFORMATION

HMIS

Health hazards	Flammability	Physical hazards	Personal protection
2	2	0	B

Prepared By

Regulatory Department

Issue Date

22-Mar-2015

Revision Date

24-Mar-2015

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

End of Safety Data Sheet

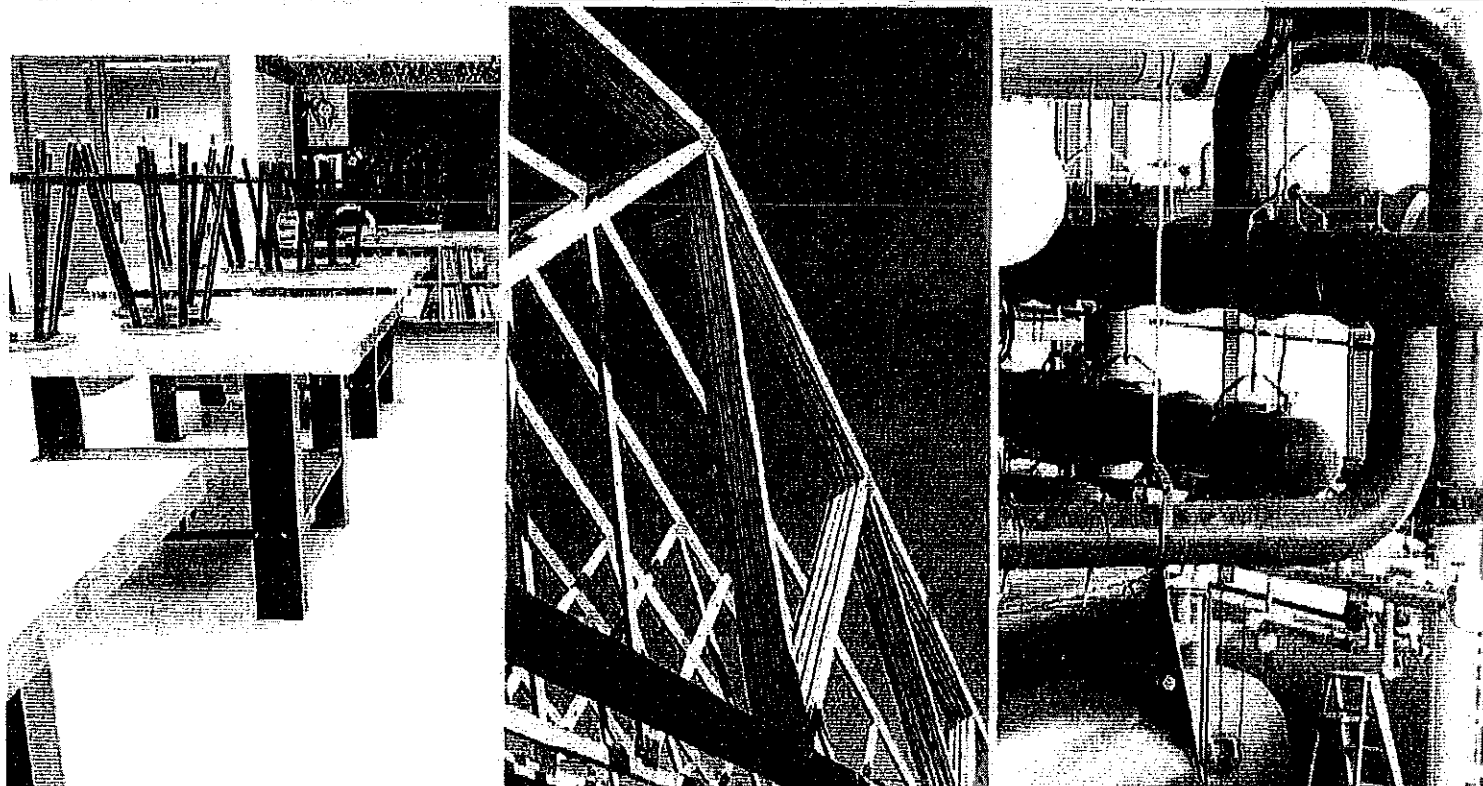
Foster ™

Foster® 40-80™ Disinfectant

EPA REGISTERED • READY-TO-USE

Bactericidal and Fungicidal

**Formulated for Residential,
Commercial, Institutional and Industrial Use**



Foster® 40-80™ Disinfectant

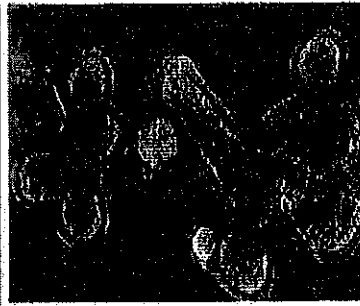
Foster® products, the leading brand of EPA registered, antimicrobial coatings, mold resistant coatings and disinfectants, have been sold to the indoor air quality (IAQ) market since 1992. Foster products have been proven effective in the toughest conditions and are formulated to deliver superior performance, unmatched in the industry.

Foster® 40-80™ Disinfectant is a convenient, ready-to-use formulation that is effective against a broad spectrum of bacteria used to disinfect washable, non-porous, hard surfaces found in homes, schools, restaurants, hospitals and other institutional and industrial facilities, such as food processing plants.

Foster 40-80 Disinfectant is also EPA registered to be effective against odor-causing bacteria and fungi when used in water damage restoration situations on porous and semi-porous surfaces.

Features and Benefits

- Ready-to-use formula provides added convenience.
- EPA registered, all-in-one disinfectant, cleaner, deodorizer, fungicide, virucide and germicide is effective against a broad spectrum of microbes.
- As a disinfectant, use on washable hard, non-porous, inanimate environmental surfaces such as tables, countertops, floors, walls, stair rails, door knobs, and other non-porous surfaces such as metal (faucets), stainless steel, fiberglass (shower stalls and sinks), finished woodwork, vinyl or plastic upholstery found in homes, hospitals, restaurants, food processing areas, hotels, health clubs and spas.
- In water damage restoration situations, use on porous, semi-porous and non-porous surfaces such as subfloors, drywall, trim and frame lumber, panelling, carpets, carpet cushions, countertops, cupboards, doorknobs, appliance exteriors, showers, tubs, telephones, computers, sinks, faucets and exterior toilet surfaces to remove residual mold and mildew prior to applying a Foster antimicrobial coating (when specified).
- Cleans and removes residual mold and mildew.
- For home, hospital, institutional and industrial use.
- Easy to apply with wipe, cloth, mop, sponge or spray.



Avian Influenza Virus



Aspergillus Niger

Technical Data

Type: Quaternary Ammonium Chloride

Volatile: Water

Weight/U.S. Gallon (ASTM D 1475): 8.2 lbs. (0.98kg/l)

Odor: Fresh mild scent

Average Coverage Range: Dependent upon application method and the surface it is applied to. Apply in sufficient quantity to ensure the surface remains wet for at least ten (10) minutes.

Alkalinity (ASTM E 70): 10-11pH

- Wet flammability (ASTM D 3278); No flash to boiling - 212°F. (100°C)

Foster 40-80 is a one-step (hospital use) disinfectant, Bactericidal according to the current AOAC Use-Dilution Test Method, Fungicidal according to the AOAC Fungicidal Test and Virucidal according to the virucidal qualifications modified in the presence of 5% organic serum against:

BACTERIA

Pseudomonas Aeruginosa
Staphylococcus Aureus (Staph)
Salmonella Choleraesuis
Acinetobacter Baumanni
Brevibacterium Ammoniaegenes
Campylobacter Jejuni
Enterobacter Aerogenes
Enterococcus Faecalis
Enterococcus Faecalis - Vancomycin Resistant (VRE)
Escherichia Coli (E. coli)
ESBL Escherichia Coli
Klebsiella Pneumoniae
Legionella Pneumophilla
Pseudomonas Cepacia
Salmonella Schottmuelleri
Salmonella Typhi
Serratia Marcescens
Shigella Dysenteriae
Staphylococcus Aureus - Methicillin-Resistant (MRSA)
Staphylococcus Aureus - Multi-Drug Resistant
Staphylococcus Aureus - Vancomycin Intermediate Resistant (VISA)
Streptococcus Pyogenes (Strep)
Vibrio Cholerae

VIRUSES

*Hepatitis B Virus (HBV)
*Hepatitis C Virus (HCV)
*Herpes Simplex Virus Type 1
*Herpes Simplex Virus Type 2
*HIV-1 (AIDS virus)
*Human Coronavirus
*Influenza Type A / Brazil (Influenza)
*Respiratory Syncytial Virus

ANIMAL VIRUSES

Avian Influenza Viruses (H3N2 and H5N1)
Avian Infectious Bronchitis Virus
Canine Distemper Virus
Newcastle's Disease Virus
Pseudorabies Virus

FUNGI

Tricophyton Mentagrophytes
Aspergillus Niger

EPA Registration Number: 6836-152-83836

For additional information, visit www.fosterproducts.com

Foster™

1105 South Frontenac Street | Aurora, IL 60504-6451

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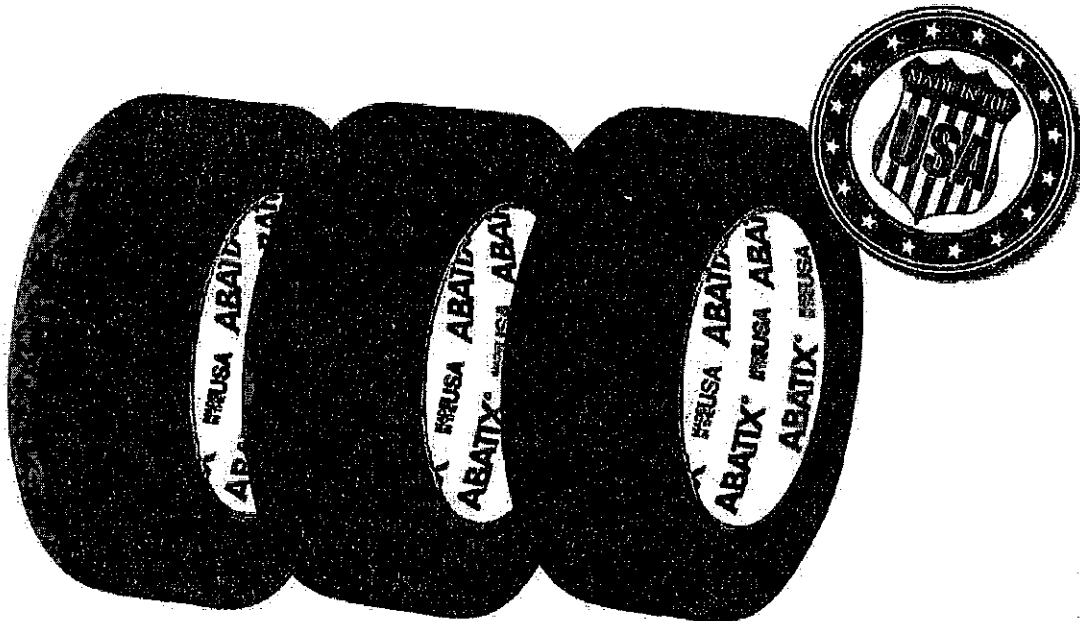

ABATIX

EXPERIENCE THE DIFFERENCE

www.abatix.com

Abatix MAX[®]

All-Purpose Clean Release Tape



Abatix's MAX all-purpose clean release masking tape is specially formulated with pressure-sensitive synthetic rubber adhesive and is designed for exposure to sunlight up to fourteen days. Provides clean removal from most surfaces.

- **48mm x 54.8m**
- **14-day clean removal from most surfaces**
- **Resistant to UV rays up to 14 days**
- **Resistant to humidity**
- **Superior cornering & conformability**
- **Engineered as an excellent painters tape**
- **Can be used on walls, glass, metal surfaces, hardwood floors and more**
- **Made in the USA**

Part # MAXAP14CR



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Contact us today to speak with your sales representative, customer service or to place orders.

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Los Angeles 800.952.2284	Phoenix 800.889.5186	San Antonio 877.617.8310	San Diego 800.952.2284	San Francisco 800.365.5795	Seattle 800.500.8355



'ARTICLE' DOCUMENT ALTERNATE TO A SAFETY DATA SHEET (SDS)

The products listed below are defined as 'articles', which are exempt from OSHA Safety Data Sheet (SDS) requirements. Therefore, SDS have not been constructed for them. These products should not present a health or safety hazard under recommended or normal use. However, misuse of these products may affect product performance or present a potential health and safety hazard. This document was constructed as a courtesy for customers.

1. PRODUCT AND COMPANY IDENTIFICATION

Product Name:	Masking Tapes: 513, 514, 515, 518, 519, 543, AM (Aqua Mask), BD23, BD24, MP, OM (Orange Mask), PB1, PF3, PG, PG5, PG8, PG12, PG14, PG16, PG20, PG21, PG21A, PG22, PG24, PG27, PG28A, PG29, PG48, PG49, PG56, PG57R, PG415, PG500, PG501, PG505, PG777, PT7, PT8, PT14, SMT1, TM27, UG
Company:	Intertape Polymer Group 100 Paramount Drive, Suite 300 Sarasota, Florida 34232
Product Use:	Paint masking and other applications
Issue Date:	April 27, 2015
Emergency phone number:	(800)242-9300

2. COMPOSITION/INFORMATION ON INGREDIENTS

Ingredient	C.A.S. Number	Weight (%)
Pressure Sensitive Tape	None	100

3. HAZARDS IDENTIFICATION

These products should not present a health or safety hazard under recommended or normal use. However, misuse of these products may affect product performance and present a potential health or safety hazard.

Eye contact:	No health effects anticipated
Skin contact:	No health effects anticipated
Inhalation:	No health effects anticipated
Ingestion:	No health effects anticipated

Page 1 of 4



4. FIRST AID MEASURES

Eye contact:	No need for first aid is anticipated
Skin contact:	No need for first aid is anticipated
Inhalation:	No need for first aid is anticipated
If swallowed	No need for first aid is anticipated

5. FIRE FIGHTING MEASURES

Flash point:	Not applicable
Flammable limits – LEL:	Not applicable
Flammable limits – UEL:	Not applicable
Auto ignition temperature:	Not applicable
Extinguishing media:	Water Spray, Dry Chemical, Foam
Special firefighting procedures:	Wear full protective equipment and a self-contained breathing apparatus
Unusual fire and explosion hazards:	None known

6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment, and emergency procedures:	Not applicable
Environmental precautions:	Not applicable
Cleanup methods and materials:	Not applicable

7. HANDLING AND STORAGE

Safe handling:	Normal application will not expose the user of these articles to hazardous substance levels
Safe storage:	Not applicable

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Exposure limits:	Not applicable
Engineering controls:	Not applicable
Eye protection:	No applicable
Skin protection:	Frequent skin contact should be avoided. Gloves not normally needed.
Respiratory protection:	Not required under normal use conditions

Page 2 of 4



9. PHYSICAL AND CHEMICAL PROPERTIES

Auto ignition temperature:	Not applicable
Boiling point:	Not applicable
Color:	Varies by product
Density:	Not applicable
Evaporation rate:	Not applicable
Flash point:	Not applicable
Melting point:	Not applicable
Physical form:	Solid
pH:	Not applicable
Solubility in water:	Nil
Specific gravity:	Not applicable
Vapor density:	Not applicable

Viscosity:	Not applicable
Volatile percent:	Not applicable

10. STABILITY AND REACTIVITY

Stability:	Stable
Conditions to avoid:	None known
Materials to avoid:	None known
Hazardous polymerization:	Not anticipated under normal use
Hazardous decomposition:	Not anticipated under normal use

11. TOXICOLOGICAL INFORMATION

Exposure to hazardous chemicals is not anticipated with normal use

12. ECOLOGICAL INFORMATION

Not applicable

13. DISPOSAL INFORMATION

Waste product can be disposed of in a sanitary landfill or incinerated. Check local regulations before disposal.

14. TRANSPORT INFORMATION

These products are not regulated per U.S. DOT, IATA or IMO.



15. REGULATORY INFORMATION

Chemical inventories:	These products are articles as per TSCA regulations, and therefore exempt from TSCA inventory listing requirements.
U.S. Federal regulations:	Contact Intertape Polymer Group
State regulations:	Contact Intertape Polymer Group
International regulations:	Contact Intertape Polymer Group

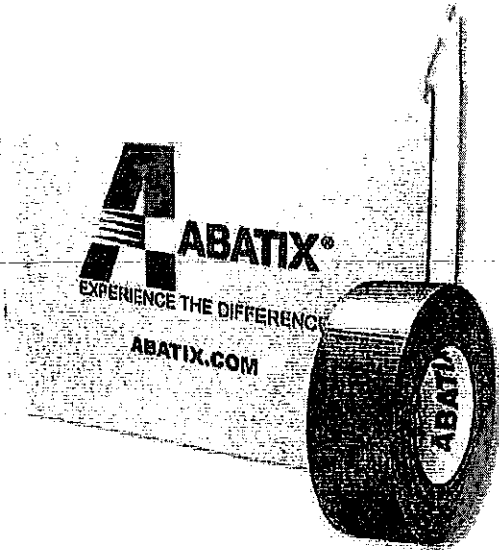
16. OTHER INFORMATION

National Fire Protection Association (NFPA) Hazard Classification			
Health: 0	Flammability: 1	Reactivity: 0	Special hazards: none

The information in this Article Document is believed to be correct as of the date issued. Intertape Polymer Group (IPG) makes no warranties, expressed or implied, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose or course of performance or usage of trade. User is responsible for determining whether the IPG product is fit for a particular purpose and suitable for user's method of use or application. Given the variety of factors that can affect the use and application of an IPG product, some of which are uniquely within the user's knowledge and control, it is essential that the user evaluate the IPG product to determine whether it is fit for a particular purpose and suitable for user's method of use or application.



Duct Tape Products

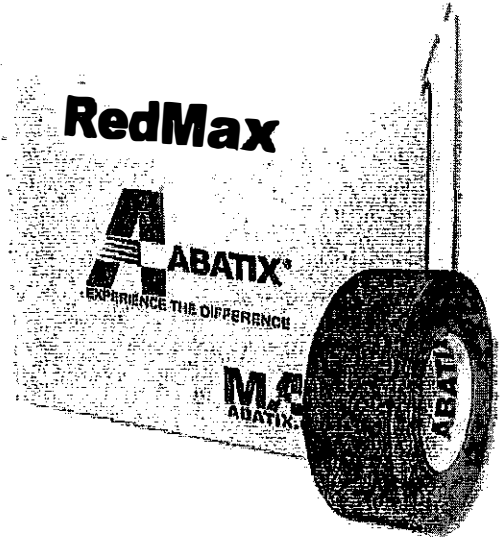


Economic all-purpose duct tape for home and office use.

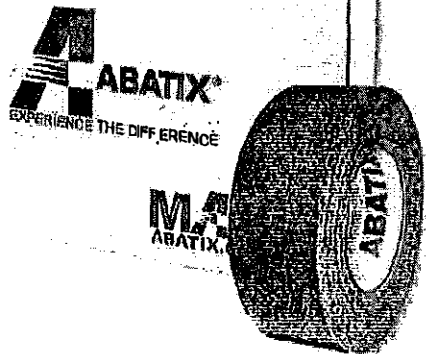
Thickness mils	Adhesion oz/in	Tensile lbs/in	Shear minutes	Unwind oz/in
9	40	18	80	27

The maintenance shop duct tape ideal for shop floor applications from machine repair to leak sealing.

Thickness mils	Adhesion oz/in	Tensile lbs/in	Shear minutes	Unwind oz/in
10	50	20	370	34



The **Original**
ABATIX Blue



The general contractor's duct tape of choice. Aggressive adhesive for high performance applications.

Thickness mils	Adhesion oz/in	Tensile lbs/in	Shear minutes	Unwind oz/in
11	50	22	400	45

AC20

AOUTIX # 2145/2145-3

9 MIL UTILITY DUCT TAPE**INTERTAPE POLYMER GROUP®
TECHNICAL DATA SHEET****DESCRIPTION**

Polyethylene (PE) coated cloth tape with an aggressive pressure sensitive natural rubber adhesive. Designed to answer the need for an economical, approach to applications.

PRODUCT APPLICATION

Packaging, wrapping and sealing, binding and bundling, exterminators, book repair, weather proofing, and general maintenance.

GOVERNMENT COMPLIANCE

Meets HUD, L.A. County, and BOCA codes. Tested in accordance with UL-723.

NOMINAL VALUES

The following data are nominal values based on PSTC, ASTM and other standard tests. The data should not be considered as specifications.

Backing	PE Film
Adhesive	Natural Rubber/Resin
Reinforcement	PET Cloth
Adhesion to Steel (oz/in of width) PSTC-101	40 (11 N/25mm)
Quick Stick to Steel (oz/in of width) PSTC-105	18 (4.9 N/25mm)
Tensile Strength (lbs/in of width) PSTC-131	18 (79.2 N/25mm)
Elongation (% at break)	14
Total Thickness (mils) PSTC-133	9.0 (0.228mm)
Temperature resistance	+32°F ~ +160°F (+0°C ~ +71°C)
Color	Silver, Black



intertape polymer group®

100 Paramount Drive, Suite 300 | Sarasota, FL 34232 | USA

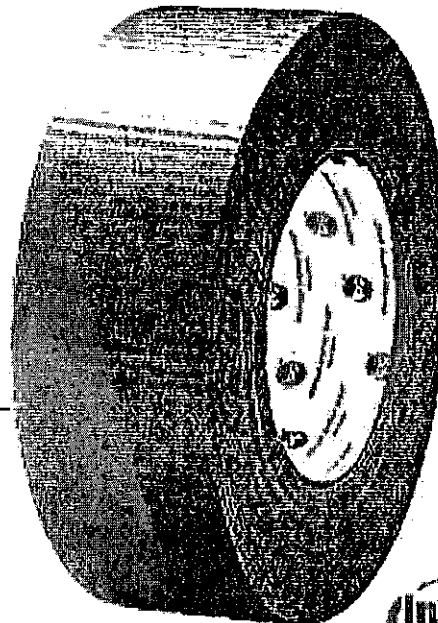
Customer Service: 800.IPG.8273 | 800.474.8273

Tape Technical Service: 877.447.4832

www.itape.com | info@itape.com

While we believe them to be reliable, the statements and information herein are only for general guidance and are not warrants or guarantees for accuracy and completeness. The user must, by test or otherwise, determine suitability for this purpose. There is no warranty of fitness for a particular purpose. Our standard terms and conditions of sale apply exclusively to all orders, and all liability for damages of any kind, including consequential, exceeding purchase price is excluded. No one is authorized by us to make oral warranties. We reserve the right to make changes without notice or obligation in our products and publications.

EFFECTIVE: 05/11



AC36

Asbestos # 224B + 324B

11 MIL MEDIUM GRADE DUCT TAPE

INTERTAPE POLYMER GROUP® TECHNICAL DATA SHEET

DESCRIPTION

Polyethylene (PE) coated cloth tape with an aggressive pressure-sensitive natural rubber adhesive for improved adhesion and shear properties. Designed to answer the end-use/consumer need for an economical, general-purpose duct tape.

PRODUCT APPLICATION

HVAC applications, asbestos / lead / fiberglass abatement, exterminators, weather-proofing, gasket material for flex-duct connections, temporary wrapping, and general maintenance.

GOVERNMENT COMPLIANCE

Meets HUD, BOCA, and L.A. county codes. Tested in accordance with UL-723.

NOMINAL VALUES

The following data are nominal values based on PSTC, ASTM and other standard tests. The data should not be considered as specifications.

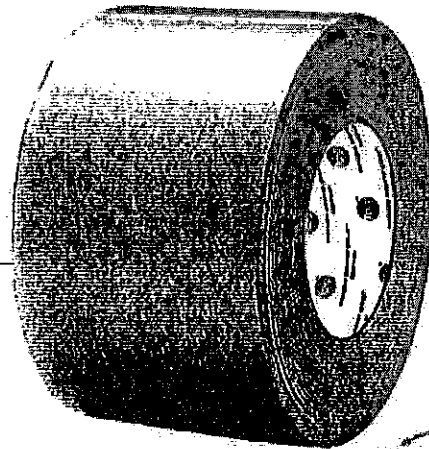
Backing	PE Film
Adhesive	Natural Rubber/Resin
Reinforcement	PET Cloth
Adhesion to Steel (oz/in of width) PSTC-101	50 (13.7 N/25mm)
Quick Stick to Steel (oz/in of width) PSTC-105	17 (4.7 N/25mm)
Tensile Strength (lbs/in of width) PSTC-131	20 (87.5 N/25mm)
Elongation (% at break)	18
Total Thickness (mils) PSTC-133	11 (0.28mm)
Application Temperature Range	+40°F ~ +90°F (+4°C ~ +32°C)
Operational Temperature Range	+32°F ~ +180°F (0°C ~ +82°C)
Colors	Silver, Black, Red, Teal



100 Paramount Drive, Suite 300 | Sarasota, FL 34232 | USA
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EFFECTIVE: 03/14



AC6

Artix 1145

**6.0 MIL UTILITY
DUCT TAPE****INTERTAPE POLYMER GROUP®
TECHNICAL DATA SHEET****DESCRIPTION**

Polyester (PET) cloth / polyethylene (PE) film with an aggressive natural rubber pressure sensitive adhesive combine to provide a quality utility product. Conformable to irregular surfaces.

COMMON APPLICATIONS

Packaging, wrapping & sealing, binding & bundling, and general maintenance.

NOMINAL VALUES

The following data are nominal values based on PSTC, ASTM and other standard tests. The data should not be considered as specifications.

Backing	PE film
Adhesive	Natural Rubber/Resin
Reinforcement	PET Cloth
Tensile Strength (lbs/in of width) PSTC-131	16.5 (72.2 N/25mm)
Elongation (% at break)	15
Adhesion to Steel (oz/in of width) PSTC-101	40 (10.9 N/25mm)
Quick Stick to Steel (oz/in of width) PSTC-105	10 (2.7 N/25mm)
Total Thickness (mils) PSTC-133	6.0 (0.15 mm)
Color	Silver, Black



intertape polymer group®

100 Paramount Drive, Suite 300 | Sarasota, FL 34232 | USA

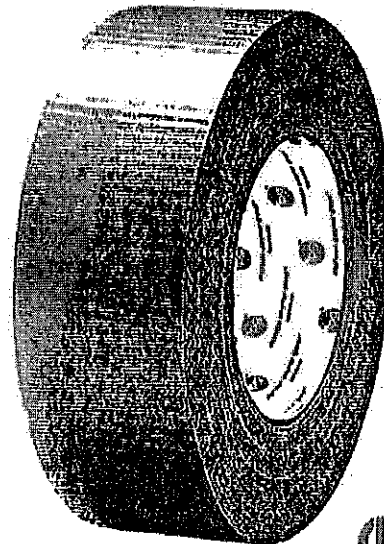
Customer Service: 800.IPG.8273 | 800.474.8273

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EFFECTIVE: 06/12





'ARTICLE' DOCUMENT ALTERNATE TO A SAFETY DATA SHEET (SDS)

The products listed below are defined as 'articles', which are exempt from OSHA Safety Data Sheet (SDS) requirements. Therefore, SDS have not been constructed for them. These products should not present a health or safety hazard under recommended or normal use. However, misuse of these products may affect product performance or present a potential health and safety hazard. This document was constructed as a courtesy for customers.

1. PRODUCT AND COMPANY IDENTIFICATION

Product Name:	Duct Tapes: AC6, AC10, AC15, AC20, AC29, AC30, AC36, AC40, AC43, AC45, AC45N, AC47, AC49, AC50, AC50UL, AC617, AC698
Company:	Intertape Polymer Group 100 Paramount Drive, Suite 300 Sarasota, Florida 34232
Product Use:	HVAC and other applications
Issue Date:	April 24, 2015
Emergency phone number:	(800) 242-9300

2. COMPOSITION/INFORMATION ON INGREDIENTS

Ingredient	C.A.S. Number	Weight (%)
Pressure Sensitive Tape	None	100

3. HAZARDS IDENTIFICATION

These products should not present a health or safety hazard under recommended or normal use. However, misuse of these products may affect product performance and present a potential health or safety hazard.

Eye contact:	No health effects anticipated
Skin contact:	No health effects anticipated
Inhalation:	No health effects anticipated
Ingestion:	No health effects anticipated



4. FIRST AID MEASURES

Eye contact:	No need for first aid is anticipated
Skin contact:	No need for first aid is anticipated
Inhalation:	No need for first aid is anticipated
If swallowed	No need for first aid is anticipated

5. FIRE FIGHTING MEASURES

Flash point:	Not applicable
Flammable limits – LEL:	Not applicable
Flammable limits – UEL:	Not applicable
Auto ignition temperature:	Not applicable
Extinguishing media:	Water Spray, Dry Chemical, Foam
Special firefighting procedures:	Wear full protective equipment and a self-contained breathing apparatus
Unusual fire and explosion hazards:	None known

6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment, and emergency procedures:	Not applicable
Environmental precautions:	Not applicable
Cleanup methods and materials:	Not applicable

7. HANDLING AND STORAGE

Safe handling:	Normal application will not expose the user of these articles to hazardous substance levels
Safe storage:	Not applicable

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Exposure limits:	Not applicable
Engineering controls:	Not applicable
Eye protection:	No applicable
Skin protection:	Frequent skin contact should be avoided. Gloves not normally needed.
Respiratory protection:	Not required under normal use conditions



9. PHYSICAL AND CHEMICAL PROPERTIES

Auto ignition temperature:	Not applicable
Boiling point:	Not applicable
Color:	Varies by product
Density:	Not applicable
Evaporation rate:	Not applicable
Flash point:	Not applicable
Melting point:	Not applicable
Physical form:	Solid
pH:	Not applicable
Solubility in water:	Nil
Specific gravity:	Not applicable
Vapor density:	Not applicable
Vapor pressure:	Not applicable
Viscosity:	Not applicable
Volatile percent:	Not applicable

10. STABILITY AND REACTIVITY

Stability:	Stable
Conditions to avoid:	None known
Materials to avoid:	None known
Hazardous polymerization:	Not anticipated under normal use
Hazardous decomposition:	Not anticipated under normal use

11. TOXICOLOGICAL INFORMATION

Exposure to hazardous chemicals is not anticipated with normal use

12. ECOLOGICAL INFORMATION

Not applicable

13. DISPOSAL INFORMATION

Waste product can be disposed of in a sanitary landfill or incinerated. Check local regulations before disposal.

14. TRANSPORT INFORMATION

These products are not regulated per U.S. DOT, IATA or IMO.



15. REGULATORY INFORMATION

Chemical inventories:	These products are articles as per TSCA regulations, and therefore exempt from TSCA inventory listing requirements.
U.S. Federal regulations:	Contact Intertape Polymer Group
State regulations:	Contact Intertape Polymer Group
International regulations:	Contact Intertape Polymer Group

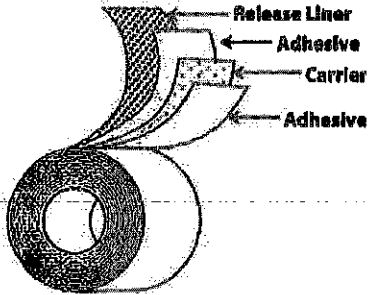
16. OTHER INFORMATION

National Fire Protection Association (NFPA) Hazard Classification			
Health: 0	Flammability: 1	Reactivity: 0	Special hazards: none

The information in this Article Document is believed to be correct as of the date issued. Intertape Polymer Group (IPG) makes no warranties, expressed or implied, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose or course of performance or usage of trade. User is responsible for determining whether the IPG product is fit for a particular purpose and suitable for user's method of use or application. Given the variety of factors that can affect the use and application of an IPG product, some of which are uniquely within the user's knowledge and control, it is essential that the user evaluate the IPG product to determine whether it is fit for a particular purpose and suitable for user's method of use or application.

POLYKEN® 105C

Multi-Purpose Double-Coated Cloth Tape



Carrier: Cloth
Adhesive: Rubber
Liner: Blue LDPE or White Kraft Paper
Colors: Natural (adhesive color)

Specifications: Boeing BAC5034-4 Section 5.1.a(1)(a)
Standard Sizes: 48mm x 23M, 48mm x 33M, 72mm x 23M

Applications

- Carpet hold-down for the convention and entertainment industry
- Hanging, seaming and splicing poly sheeting
- General mounting & holding

Features

- Cloth reinforcement
- Natural rubber based adhesive
- Low VOC Content

Benefits

- Good strength and elongation for easy tear, application and removal
- Conformable and moisture resistant
- Clean removal from most surfaces
- High tack and aggressive adhesion for a secure bond
- Can contribute toward satisfying EQ Credit 4.1 (Low Emitting Materials) under LEED®

Typical Test Values

	Standard UOM	Metric UOM	Test Method
Total Thickness	11.0 mils	0.279 mm	ASTM D-1000
Adhesion to Steel	40 oz/in	4.38 N/cm	PSTC-101
Tensile Strength	20 lb/in	35.03 N/cm	ASTM D-1000
Operating Temperature	40 to 200 °F	4 to 93 °C	
VOC Content	<1 g/L		

Recommended Storage Conditions: 32-90 °F at 50% RH ± 2%
 Standard Shelf Life (at 25 °C): 24 months from date of manufacture.

The information presented herein was prepared at BERRY PLASTICS CORPORATION (25 Forge Parkway Franklin, MA 02038) by qualified technical personnel. To Berry Plastics' knowledge it is true and accurate. However, the information and recommendations are furnished for these products with the understanding that the purchaser or user, as the case may be, will independently determine that the product is suitable for the intended use, and that such use complies with all applicable federal, state and local laws and regulations. The data are submitted only for the user's information and consideration, and do not constitute a warranty of any kind (including but not limited to a warranty of merchantability or of fitness for a particular purpose), or a representation for which BERRY PLASTICS assumes any legal responsibility.



25 Forge Pkwy Franklin, MA 02038
 1-800-343-7875 Fax 1-800-328-4822
 www.polyken.com



SAFETY DATA SHEET
Polyken 100D, 104C, 105C

1. IDENTIFICATION

Product Name	Polyken 100D, 104C, 105C
Recommended use of the chemical and restrictions on use	
Identified uses	Pressure Sensitive Adhesive
Company Identification	Berry Plastics Corporation 25 Forge Parkway Franklin, MA 02038
Customer Information Number	(800) 248-7659 (Monday – Friday 8:00 am to 5:00 pm) msdstechical@berryplastics.com
Emergency Telephone Number	
Chemtrec Number	Within USA and Canada: 1-800-424-9300 CCN22955 Outside USA and Canada: +1 703-741-5970 (collect calls accepted)
Issue Date	April 3, 2014
Supersedes Date	Polyken 105C – April 10, 2008 Polyken 100D – December 8, 2008
<i>Safety Data Sheet prepared in accordance with OSHA's Hazard Communication Standard (29 CFR 1910.1200) and the Globally Harmonized System of Classification and Labelling of Chemicals (GHS)</i>	

2. HAZARD IDENTIFICATION

Hazard Classification

This product is classified as not hazardous in accordance with the Globally Harmonized System of Classification and Labelling (GHS).

Label Elements

Hazard Symbols
None

Signal Word: None

Hazard Statements

None

Precautionary Statements

Prevention

None

Response

None

Storage

None

Disposal

None

2. HAZARD IDENTIFICATION**Other Hazards**

None identified.

Specific Concentration Limits

The values listed below represent the percentages of ingredients of unknown toxicity.

Acute oral toxicity	45 - 55%
Acute dermal toxicity	45 - 55%
Acute Inhalation toxicity	85 - 95%
Acute aquatic toxicity	90 - 100%

3. COMPOSITION/INFORMATION ON INGREDIENTS**Synonyms:**

This product is a mixture.

Component	CAS Number	Concentration
Polymers and Resins	N.A.	25 - 35%
Inorganic Compound(s)	N.A.	10 - 20%
Distillates (petroleum) Hydrotreated Heavy Naphthenic	64742-52-5	1 - 10%
Titanium Dioxide	13463-67-7	0.1 - <1%

4. FIRST- AID MEASURES**Description of necessary first-aid measures****Eyes**

Immediately flood the eye with plenty of water. Obtain medical attention if symptoms persist.

Skin

Wash skin thoroughly with soap and water. Obtain medical attention if symptoms persist.

Ingestion

Obtain medical attention immediately.

Inhalation

Remove person to fresh air if symptoms occur. Seek medical attention if symptoms persist.

Most important symptoms/effects, acute and delayed

Aside from the information found under Description of necessary first aid measures (above) and indication of immediate medical attention and special treatment needed, no additional symptoms and effects are anticipated.

Indication of immediate medical attention and special treatment needed**Notes to Physicians**

Treat symptomatically.

5. FIRE - FIGHTING MEASURES**Suitable Extinguishing Media**

Water spray, carbon dioxide and dry chemical.

5. FIRE - FIGHTING MEASURES

Specific hazards arising from the chemical
May release hazardous vapors during a fire.

Special Protective Actions for Fire-Fighters
Wear full protective clothing and self-contained breathing apparatus.

6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures
Wear appropriate protective clothing.

Environmental Precautions
Prevent the material from entering drains or watercourses.

Methods and materials for containment and cleaning up
Pick up and transfer into suitable containers for recovery or disposal.

7. HANDLING AND STORAGE

Precautions for safe handling
Wear appropriate protective clothing.

Conditions for safe storage
Store away from sources of heat or ignition. Storage area should be: cool - dry - well ventilated - out of direct sunlight - away from sources of ignition (heat, sparks, flames, pilot lights) - away from incompatible materials (see Section 10)

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Control parameters
Exposure limits are listed below, if they exist.

Polymers and resins

None established

Distillates (petroleum) Hydrotreated Heavy Naphthenic as Oil mist, mineral

ACGIH TLV: 5 mg/m³, STEL: 10 mg/m³

Titanium Dioxide

ACGIH TLV: 10 mg/m³ TWA

OSHA PEL: 15 mg/m³ TWA (Total dust)

Appropriate engineering controls

No specific measures necessary. Good general room ventilation is expected to be adequate to control airborne levels.

Individual protection measures

Respiratory Protection

Respiratory protection not normally required.

Skin Protection

Not required under normal conditions of use.

Eye/Face Protection

Safety glasses

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Body Protection
Normal work wear.

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance	Physical State	Solid: Cloth backing coated on both sides with pressure sensitive adhesive with paper or polymer liner
	Color	Beige adhesive and white brown or blue liner
Odor		Slight
Odor Threshold		No data available
pH		Not applicable
Density (g/yd²)		330 - 390
Boiling Range/Point (°C/F)		Not applicable
Melting Point (°C/F)		Not applicable
Flash Point (PMCC) (°C/F)		Not applicable
Vapor Pressure		Not applicable
Evaporation Rate (BuAc=1)		Not applicable
Solubility in Water		Negligible
Vapor Density (Air = 1)		Not applicable
VOC (%)		0
Partition coefficient (n-octanol/water)		Not applicable
Viscosity		Not applicable
Auto-ignition Temperature		No data available
Decomposition Temperature		No data available
Upper explosive limit		No data available
Lower explosive limit		No data available
Flammability (solid, gas)		No data available

10. STABILITY AND REACTIVITY

Reactivity
Data is not available.

Chemical Stability
Stable under normal conditions.

Possibility of hazardous reactions
Hazardous polymerization will not occur.

Conditions to Avoid
Heat, sparks, flames - high temperatures - contact with incompatible materials

Incompatible Materials
Strong acids - bases - oxidizers

Hazardous Decomposition Products
Oxides of carbon - alphaethylacrolein - formaldehyde - olefinic and paraffinic compounds - fumes - ketones - organic acids - aldehydes - alcohols

11. TOXICOLOGICAL INFORMATION

Acute ToxicityDistillates (petroleum) Hydrotreated Heavy Naphthenic

LD50 Oral (rat) >5000 mg/kg

LD50 Dermal (rabbit) > 2000 mg/kg

Specific Target Organ Toxicity (STOT) – single exposure

Available data indicates this product is not expected to cause target organ effects after a single exposure.

Specific Target Organ Toxicity (STOT) – repeat exposure

Available data indicates this product is not expected to cause target organ effects after repeated exposure.

Serious Eye damage/Irritation

Available data indicates this product is not expected to cause eye irritation.

Skin Corrosion/Irritation

Available data indicates this product is not expected to cause skin irritation.

Respiratory or Skin SensitizationDistillates (petroleum) Hydrotreated Heavy Naphthenic: Skin sensitization is indicated as non-sensitizing based on data from similar materials.**Carcinogenicity**Titanium Dioxide: IARC Overall Evaluation is 2B (Possibly carcinogenic to humans) IARC evaluation guidelines consider the generation of tumors, in 2 different studies within the same animal species, to be adequate criteria for an assessment of sufficient evidence. The conclusions of several epidemiology studies on more than 20000 TiO₂ industry workers in Europe and the USA did not suggest a carcinogenic effect of TiO₂ dust on the human lung. Mortality from other chronic diseases, including other respiratory diseases, was also not associated with exposure to TiO₂ dust. Based upon these studies, titanium dioxide is not expected to cause lung cancer or chronic respiratory diseases in humans at concentrations experienced in the workplace.**Germ Cell Mutagenicity**Distillates (petroleum) Hydrotreated Heavy Naphthenic: Non-mutagenic and has negative potential for tumor development based on results from Modified Ames Assay.**Reproductive Toxicity**Distillates (petroleum) Hydrotreated Heavy Naphthenic: No data available**Aspiration Hazard**

Not an aspiration hazard.

12. ECOLOGICAL INFORMATION

Ecotoxicity

No relevant studies identified.

Mobility in soil

No relevant studies identified.

Persistence/Degradability

No relevant studies identified.

12. ECOLOGICAL INFORMATION

Bioaccumulative Potential
No relevant studies identified.

Other adverse effects
No relevant studies identified.

13. DISPOSAL CONSIDERATIONS

Disposal Methods
Dispose of in accordance with all applicable local and national regulations.

14. TRANSPORT INFORMATION

DOT CFR 172.101 Data	Not Regulated
UN Proper Shipping Name	Not Regulated
UN Class	None
UN Number	None
UN Packaging Group	None
Classification for AIR Transportation (IATA)	Consult current IATA Regulations prior to shipping by air.
Environmental Hazards	Not a marine pollutant

15. REGULATORY INFORMATION

United States TSCA Inventory

All components of this product are in compliance or are exempt from inventory listing requirements of the US Toxic Substance Control Act (TSCA) Chemical Substance Inventory.

Canada DSL Inventory

All components of this product have not been verified for inclusion or are exempt from listing on the Domestic Substance List (DSL).

WHMIS Classification

None

This product was classified in accordance with the hazard criteria of the Canadian Controlled Products Regulations and the MSDS contains all the information required by these regulations.

California Proposition 65

This product contains the following materials which the State of California has found to cause cancer, birth defects or other reproductive harm: None

SARA Title III Sect. 311/312 Categorization

None

SARA Title III Sect. 313

This product does not contain any chemicals listed in Section 313 at or above de minimis concentrations.

16. OTHER INFORMATION

NFPA Ratings

NFPA Code for Flammability - 0
NFPA Code for Health - 0
NFPA Code for Reactivity - 0
NFPA Code for Special Hazards - None

HMIS Ratings

HMIS Code for Flammability - 0
HMIS Code for Health - 0
HMIS Code for Physical Hazard - 0
HMIS Code for Personal Protection - See Section 8
*Chronic

Legend

ACGIH: American Conference of Governmental Industrial Hygienists
CAS: Chemical Abstracts Service
IARC: International Agency for Research on Cancer
N/A: Denotes no applicable information found or available
NTP: National Toxicology Program
OSHA: Occupational Safety and Health Administration
PEL: Permissible Exposure Limit
SDS: Safety Data Sheet
STEL: Short Term Exposure Limit
TLV: Threshold Limit Value

Information Source and References

This SDS is prepared by Hazard Communication Specialists based on information provided by internal company references.

Prepared By: EnviroNet LLC.

The information and recommendations presented in this SDS are based on sources believed to be accurate. Berry Plastics Corporation assumes no liability for the accuracy or completeness of this information. It is the user's responsibility to determine the suitability of the material for their particular purposes. In particular, we make **NO WARRANTY OF MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED**, with respect to such information, and we assume no liability resulting from its use. Users should ensure that any use or disposal of the material is in accordance with applicable Federal, State, and local laws and regulations.



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

January 14, 2019

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 19-003/JW, Demolition of Hangar No. 3 at Jack Brooks Regional Airport. Specifications for this project may be obtained from the Jefferson County website <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and three (3) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: Demolition of Hangar No. 3 at Jack Brooks Regional Airport
BID NO: IFB 19-003/JW
DUE DATE/TIME: 11:00 AM CT, February 12, 2019
MAIL OR DELIVER TO: Jefferson County Purchasing Department
 1149 Pearl Street, 1st Floor
 Beaumont, Texas 77701

There will be a pre-bid conference and walk-through at 10:00 AM CT on Tuesday, January 29, 2019, in the Airport Administration Conference Room at 5000 Jerry Ware Blvd., Beaumont, Texas 77705. This conference will be bidder's only opportunity to view secured areas of the project.

The County shall require the bidder to furnish a bid security in the amount of five percent (5%) of the total contract cost. The bid bond must be executed with a surety company authorized to do business in the State of Texas. Within ten (10) days after the date of the signing of a contract, the bidder shall furnish a performance bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars (\$100,000). If the contract is for one hundred thousand dollars (\$100,000) or less, the County may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent, at 409-835-8593 or jwest@co.jefferson.tx.us

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah Clark

Deborah L. Clark, Purchasing Agent
 Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – January 16, 2019 & January 23, 2019

IFB 19-003/JW
Demolition of Hangar No. 3 at Jack Brooks Regional Airport
Bids due: 11:00 AM CT, Tuesday, February 12, 2019

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Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Three (3) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

Additionally, Bidder must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

<https://www.co.jefferson.tx.us/Purchasing/>

Instructions to Bidders

1. Bid Submission

Bids must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope or box shall also include the Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Late bids will not be accepted and will be returned unopened to the bidder.

All bids submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

2. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

3. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal.** Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

The County requests that bid submissions NOT be bound by staples or glued spines.

If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.

The bid shall be legally signed and shall include the complete address of the bidder.

Jefferson County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

5. Signatures

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

6. County Holidays – 2019:

January 1	Tuesday	New Year's
January 21	Monday	Martin Luther King, Jr. Day
February 18	Monday	President's Day
April 19	Friday	Good Friday
May 27	Monday	Memorial Day
July 4	Thursday	Independence Day
September 2	Monday	Labor Day
November 11	Monday	Veteran's Day
November 28 & 29	Thursday & Friday	Thanksgiving
December 24 & 25	Tuesday & Wednesday	Christmas
January 1, 2020	Wednesday	New Year's

7. Rejection or Withdrawal

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

8. Emergency/Declared Disaster Requirements

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

9. Award

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected. Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not a

awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

10. Contract

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

11. Waiver of Subrogation

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

12. Fiscal Funding

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

13. Bid Results

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page (<http://co.jefferson.tx.us/purchasing/main.htm>) as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

14. Changes and Addenda to Bid Documents

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

15. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

16. Delivery

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

17. Interpretation of Bid and/or Contract Documents

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

18. Currency

Prices calculated by the bidder shall be stated in U.S. dollars.

19. Pricing

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

20. Notice to Proceed/Purchase Order

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

21. Certification

By signing the offer section of the Offer and Acceptance page, bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

22. Definitions

"County" – Jefferson County, Texas.

"Contractor" – The bidder whose proposal is accepted by Jefferson County.

23. Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

General Conditions of Bidding and Terms of Contract

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

1. Bidding

1.1 Bids. All bids must be submitted on the bid form furnished in this package.

1.2 Authorized Signatures. The bid must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

1.3 Late Bids. Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 Withdrawal of Bids Prior to Bid Opening. A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 Withdrawal of Bids after Bid Opening. Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 Bid Amounts. Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 Exceptions and/or Substitutions. All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 Alternates. The Invitation for Bid and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 Descriptions. Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 Bid Alterations. Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 Tax Exempt Status. Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 Quantities. Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive

any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 Silence of Specifications for Complete Units. All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 Addenda. Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

1.16 General Bid Bond/Surety Requirements. Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 General Insurance Requirements. Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.18 Responsiveness. A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 Responsible Standing of Bidder. To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 Confidential/Proprietary Information

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder **must** clearly mark the applicable pages of Bidder's bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

1.21 Public Bid Opening. Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. Performance

2.1 Design, Strength, and Quality. Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 Age and Manufacture. All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 Delivery Location. All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 Delivery Schedule. Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 Delivery Charges. All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

2.6 Installation Charges. All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 Operating Instructions and Training. Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 Storage. Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 Compliance with Federal, State, County, and Local Laws. Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA. The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 Patents and Copyrights. The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 Samples, Demonstrations and Testing. At Jefferson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

2.13 Acceptability. All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. 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 Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 Maintenance. Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

2.15 Material Safety Data Sheets. Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

3.1 Purchase Orders. A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County 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.

3.2 Invoices. All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

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

3.4 Funding. Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. Contract

4.1 Contract Definition. The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful bidder and Jefferson County.

4.2 Change Order. No different or additional terms will become part of this contract with the exception of a change order. 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 and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.3 Price Re-determination. A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

4.4 Termination. Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any

and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

4.5 Conflict of Interest. Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

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

4.7 Interest by Public Officials. No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.8 Warranty. The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.9 Uniform Commercial Code. The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.10 Venue. This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.11 Sale, Assignment, or Transfer of Contract. The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.12 Silence of Specifications. The apparent silence of these specifications as to any 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.

5. Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding \$100,000.

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (b) Meeting contract performance requirements; or
- (c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products/htm>.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall ensure that required parts of the bid are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Bidder is responsible for submitting one (1) original bid copy to include a completed copy of this specifications packet in its entirety; and three (3) numbered bid copies to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

All bids shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED BID." The outside of the envelope or box shall also include: Bid Number, Bid Name, Bid Due Date, Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

2. Vendor Registration: SAM (System for Award Management).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

Bidders are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Bid Submission.

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

FORM 1295 Exemptions: What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission) – CONTINUED

Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.

Vendors must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

4. Multiple Vendor Award

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

5. Delivery

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

6. Payment

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to: Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7th floor, Beaumont, TX 77701.

7. Usage Reports

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	\$1,000,000
Excess Liability	\$1,000,000

Property Insurance (policy below that is applicable to this project):

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 9 Below)

9. Workers' Compensation Insurance

9.1 Definitions:

- 9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- 9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
- 9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- 9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.
- 9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

- 9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - 9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - 9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - 9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - 9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
 - 9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1 – 9.7, with the certificates of coverage to be provided to the person for whom they are providing services.
- 9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Jamey West, (e-mail: jwest@co.jefferson.tx.us, Phone: 409-835-8593) regarding any questions or comments. Please reference bid number IFB 19-003/JW.

1. INTRODUCTION

This demolition project will include the proper removal transportation and disposal of the Hangar No. 3 located at the Jack Brooks Regional Airport in Beaumont, Texas. For the purpose of this project, all references to Owner's Representative refer to **Fittz & Shipman, Inc.** A walk-through of each work area will be conducted at the pre-bid meeting.

SCOPE

The scope and purpose of these specifications is to establish certain regulations, general requirements, and particular requirements necessary for the demolition of the Jack Brooks Regional Airport Hangar No. 3, and the legal disposal of lead-based paint and asbestos-containing materials on structural components, windows, sheet metal sheathing and associated debris. All metal building components with lead-based paint and/or asbestos-containing materials shall be properly handled and recycled per federal regulations. Furnish 6' high temporary fencing that meets FAA requirements around the perimeter of hangar 3 during demolition and removal.

NOTIFICATIONS

The Contractor shall submit the 10-day demolition notification as required by the State of Texas.

GENERAL CONDITIONS AND REQUIREMENTS

The following list of conditions and requirements are to be understood as being a general guide for the demolition of the building. It must be noted, however, that there are special requirements listed in the specifications which are in addition to these general requirements for demolition, and that it is the responsibility of the Contractor to comply with all particular requirements. The Contractor shall haul off all debris and unsalvageable materials; and no debris or rubble which may pose a threat to public safety will be left on the site overnight. No such debris or material will be placed on a sidewalk or public right-of-way so that it poses a danger to any person.

A. The Contractor shall provide all labor, materials, equipment, services, testing, supervision, and incidentals necessary to perform work of lead-based paint demolition and removal of items bearing lead-based paint and/or asbestos under this contract in accordance with the following specifications. After demolition the areas disturbed shall be cleaned in accordance with the procedures outlined below.

PARTICULAR WORK REQUIREMENTS

The following particular work requirements and conditions:

A. Extreme caution shall be taken when working around any fuel storage area, aircraft, or other airport vehicles or equipment.

B. Before the building is demolished, its utilities shall be safely disconnected. The Contractor shall serve notice to all suppliers of utilities to the building to be demolished, and have the utility suppliers disconnect the services and remove all meters and equipment belonging to them. All piping and wiring shall be properly terminated. Any costs incurred in the termination of utilities and services shall be borne by the Contractor.

C. Demolition and clean-up includes, but is not limited to, the removal of all lumber, doors, windows, wire, structural columns/beams, flooring, sheet metal, appliances, furniture, loose rock, brick, mortar, concrete,

and the cleaning and removal of all rubbish, trash or other debris. The building's slab shall be left in place and in good condition.

D. Fill, grade and level with clean fill dirt all depressions in the earth which exist on the lot and all ruts or other depressions created during the demolition work.

E. All sewer lines exposed through demolition work must be cut off within two (2) inches of the surface to the ground or concrete slab and must be plugged with concrete in such a manner as to prevent ground water incursion into the sanitary sewer system.

HAZARDOUS MATERIALS

A. Materials defined by the Environmental Protection Agency to be hazardous to the environment or persons, shall be disposed of in accordance with all local, state and federal government regulations and governing laws. This shall be the responsibility of the Contractor. The Contractor shall furnish written proof of such disposal. The following specifications shall apply:

1. Contractors must be familiar with the contents of this document, included but not limited to the following:

- Worker Protection
- All types of Lead-Based Paint (LBP) and asbestos testing
- Measures for control and containment of lead dust, asbestos, and debris
- Contractor is responsible for the protection of its employees and subcontractors, and for the proper disposal of all hazardous materials.

2. In addition, the Contractor must be able to substantiate sufficient prior de-leading and asbestos removal experience and/or education providing same with the foresight of the prevailing LBP and asbestos abatement techniques and safety practices contained herein.

3. Contractors should be experienced in building renovation and restoration, guidelines for control and the handling of toxic and hazardous materials and protection of the environment and the health of all occupants and workers, as per applicable EPA, OSHA, and NIOSH regulations.

4. The following methods shall be adhered to during the demolition activities. Any deviation from this list shall require Consultant's prior approval:

- a) HEPA vacuum visible debris in vicinity of demolition area involving lead paint.
- b) HEPA vacuum loose lead-based paint on concrete and wash down with a 5% trisodium phosphate solution.
- c) The Contractor shall perform Toxicity Characteristic Leachate Procedure (TCLP) sampling of the waste stream prior to moving waste containers off site. This activity shall be supervised by the Consultant. Samples shall be analyzed for TCLP by US EPA Method 1311.
- d) Debris: Collect and properly dispose of lead-contaminated paint chips and debris from the floor and surrounding areas of LBP.

B. APPLICABLE REGULATIONS, CODES AND STANDARDS

1. The Contractor shall acknowledge that he is aware of and will maintain strict compliance with all regulations, codes, standards, and ordinances governing the performance of his work. Furthermore, the Contractor shall be responsible for any failure to comply with applicable documents.

2. Applicable documents include but are not limited to the following:

- a) OSHA 29 CFR 1926.62, Lead Exposure in Construction (Interim Final Rule);
- b) OSHA 29 CFR 1910.1025, Lead, General Industry;
- c) OSHA 29 CFR 1910.1200, Hazard Communication;
- d) OSHA 29 CFR 1910.134, Respiratory Protection;

- e) OSHA 29 CFR 1910.145, Specifications for Accident Prevention Signs and Tags;
- f) OSHA 29 CFR 1926.59, Hazard Communication;
- g) US HUD, "Lead-Based Paint: Interim Guidelines for Hazard Identification and Abatement in Public and Indian Housing", September 1990;
- g) Lead-Based paint Hazard Elimination; Interim Rule Title 24, Part 35, 905, 941, 965, and 968 of the Code of Federal Regulations; and
- h) EPA 40 CFR 261, Resource Conservation and Recovery Act (RCRA.)

3. The most current issue of each document shall apply. Where conflict among requirements or with these specifications exists, the more strict or stringent requirement or interpretation shall apply.

4. The Contractor shall provide at least one copy of any applicable EPA, OSHA, State or City regulation, code, or ordinance at the site available for review.

5. Nothing is intended to relieve the Contractor of any responsibility for compliance with state or local laws, ordinances, codes or regulations governing lead-based abatement. Where state and local requirements are more stringent than the Federal regulations, those state and local requirements must be followed by the Contractor.

C. NOTICES AND SUBMITTALS

1. Prior to commencing of the work, the Contractor shall provide to the Owner's Representative:
 - a) Assurance that the results of worker medical examinations for blood **lead level** tests are below OSHA guidelines
 - b) Material Safety Data Sheets (MSDSs) for products used or stored at the job site
 - c) Name of testing laboratory to be used for analytical testing of waste materials generated as a result of this project
 - d) The starting and completion dates of the demolition work
2. During performance of the work, the Contractor shall provide to the Owner's Representative:
 - a) Test results from analysis of waste materials generated.
 - b) Results of OSHA compliance air sampling conducted on Contractor's employees.
 - c) Daily Log.

C. SIGNAGE

1. At least 24 hours before starting removal or handling of lead-painted components, the Contractor shall establish a regulated work area around the contaminated equipment and shall display a warning sign(s), as appropriate.

**WARNING
LEAD WORK AREA
POISON
NO SMOKING OR EATING**

D. CONTROL OF ACCESS

No one may enter or remain in a regulated work area at any time during demolition which involves lead paint, unless that person is:

1. The Contractor and his employees.
2. The Owner's Representative's Representative or a state or local enforcement official or his designee.

E. WORKER PROTECTION

1. The Contractor shall insure that his employees are protected in accordance with all applicable federal, state and local standards.
2. Initial biological monitoring is required for interim work activities.
3. Workers will wear full body disposable suits with hoods and booties. A TYVEK or similar type of suit may be worn. Suits will be worn in the work area at all times after the pre-abatement inspection and shall remain in use until the area passes final clearance inspection. Light-weight nylon clothes may be worn under the disposable suit, but these underclothes must be changed before leaving the work area and should be laundered separately.
4. Goggles with side shields will be worn when working with a material that may splash or fragment, or if protective eye wear is specified on the MSDS for that product.
5. Personal hygiene practices by all workers in compliance with applicable regulations shall be enforced by the Contractor:
 - a.) No eating, drinking, or use of tobacco shall be allowed in the work area. The Contractor shall provide a clean space, separated from the work area, for eating and drinking purposes.
 - b.) Disposable clothing, such as TYVEK suits, and other personal protective equipment (PPE) must be donned prior to entering the work area. Disposable suits shall be used once, then shall be properly discarded.
 - c.) All workers must wash upon leaving the work area in a wash facility provided by the Contractor. Wash facility will consist of, at least, running potable water, towels, and a HEPA vacuum. Upon leaving the work area, each worker will wash and dry face and hands, HEPA vacuum clothes, and remove and dispose of the work suit as contaminated waste.

F. CONTROL OF EMISSION AND DUST

1. When handling/abating lead-contaminated building components outdoors, Contractor shall spread a minimum 10 mil polyethylene sheet beneath the work area under the component to be removed. The drop cloth shall extend a minimum of 3 ft. from the wall for every 10 ft. of vertical distance involved in the work. Lateral distance along the wall should match this distance on either side of the work area.
2. Minimize creation of lead-contaminated dust and airborne particles by using methods and procedures that create the least amount of dust.
3. When working with lead-painted surfaces, Contractor shall exercise care to avoid dislodging any flaking paint from the substrate.
4. Plastic drop cloths, contaminated paper towels, and other dust and debris generated during the abatement shall be carefully folded into the plastic sheeting to avoid shaking dust from the surface. Folded plastic sheeting shall be deposited for temporary storage and testing in a disposal bag.

G. AIR MONITORING AND INSPECTION

1. The Contractor shall be responsible for compliance air monitoring of his workers, per OSHA regulation and as detailed in the Lead Safety and Health Plan.
2. Personal air samples representative of a full shift including at least one sample for each job classification in each work area either for each shift or for the shift with the highest exposure level shall be collected and analyzed. Air samples should be taken in accordance with NIOSH Method 7082, or equivalent.
3. Worker exposure levels shall be evaluated with respect to the OSHA Action Level (30 $\mu\text{g}/\text{m}^3$) and the Permissible Exposure Level (50 $\mu\text{g}/\text{m}^3$) as 8-hour Time-Weighted Averages. If measured exposure levels

exceed the criteria set for respiratory protection and personal protection of workers, the Contractor shall stop work, shall notify the Owner's Representative, shall attempt to correct and control the operation to reduce the elevated contamination dust levels.

4. After Contractor has completed final clean-up, and performed a visual inspection, the Consultant will perform a detailed visual inspection. All surfaces will be examined for the presence of dust or debris, especially flat surfaces. If dust or debris is found, Contractor shall re-clean the entire work area and a repeat of the detailed visual inspection will occur.

H. CLEANING SOLUTIONS

1. Contractor shall provide solution containing at least one ounce of five percent trisodium phosphate per each gallon of water.

I. DISPOSAL

1. Disposal bags shall be, as a minimum, individual, 6 mil thick, leak-tight, manufactured polyethylene bags.
2. Polyethylene wrap shall be 6 mil and 10 mil polyethylene sheeting.
3. Disposal drums shall meet US Department of Transportation (DOT) regulations for disposal of respective waste(s) generated.
4. Disposal labels shall identify waste materials (before TCLP testing.) Hazardous wastes shall be identified as such in compliance with RCRA regulations for hazardous materials.

J. CLEAN UP OF WORK AREA

1. Clean-up shall be performed by contractor as follows:
 - a. After the demolition work has been completed, remove all debris and dispose of it in designated containers.
 - b. Deposit all lead-contaminated waste, including sealing tape, plastic sheeting, mop heads, sponges, filters, and disposable clothing, etc. in double plastic bags, at least 6 mil thick or single 10 mil thick, and seal the bags.
 - c. After vacuum cleaning, phosphate wash concrete surface in the work area with a solution containing at least 1 ounce of 5 percent trisodium phosphate to each gallon of water.
 - d. After floor washing has dried, HEPA vacuum clean surfaces until no visible residue remains.

K. WASTE DISPOSAL

1. The Contractor shall remove daily all lead waste from the work area.
2. The Contractor shall be responsible for removing, controlling, waste materials, all treated as hazardous waste until classification through testing is completed. This includes not only solid wastes but also waste water generated from interim and final clean-up.
 - a. During the actual demolition, the Contractor shall not leave debris in the work area or adjacent property, incinerate debris, dump waste into landfills, or introduce lead-contaminated water into storm or sanitary sewers.
3. For disposal of waste materials, the requirements of the Resource Conservation and Recovery Act (RCRA) as well as applicable state and local solid waste plan requirements shall be complied with.
 - a. Testing of lead-contaminated waste materials per the US EPA's Toxicity Characteristics Leaching Procedure (TCLP) will be conducted.
 - b. If the TCLP results equal or exceed 5.0 mg/l of lead, the waste must be handled as hazardous waste, to be transported to a licensed treatment, storage, and disposal facility (TSDF).
 - c. If the TCLP results are below the regulatory threshold of 5.0 mg/l, the wastes are not considered as being hazardous and can be disposed of as construction debris.

d. Results of TCLP testing and analysis will be submitted to the Consultant before disposal of the particular waste stream.

e. The following waste materials will be tested to determine whether or not they are hazardous wastes:

- 1.) Lead paint chips
- 2.) Waste water
- 3.) Dust from HEPA filters and from damp sweeping
- 4.) Plastic sheets, duct tape, or tape used to cover floors and other services during the demolition activities
- 5.) Rags, sponges, mops, HEPA filters, respirator cartridges, scrapers, and other materials used for cleanup
- 6.) Disposable work clothes and respirator filters
- 7.) Any other items contaminated with lead-based paint

f. Non-hazardous solid wastes shall be placed in double (6 mil) or single (10 mil) polyethylene bags that are air tight and puncture resistant.

- 1.) The Contractor shall contain and properly dispose of all liquid waste, including lead-dust contaminated wash water.
- 2.) Exteriors of all containers and disposal bags shall be HEPA vacuumed prior to their removal from the work area and shall be wet wiped. Containers and bags should then be moved into the designated storage area.
- 3.) The Contractor shall carefully place the containers into a truck or dumpster used for disposal.

g. Disposal of Hazardous Waste (as determined by analytical testing): The Contractor shall be required to comply with the RCRA regulations.

- 1.) Lead-contaminated debris shall not be stored in the work area while awaiting testing and removal. A temporary hazardous waste storage area shall be designated and managed for storage, in compliance with all federal, state, and local regulations.
- 2.) Waste containers used will comply with EPA and DOT regulations for containers used in storing and hauling hazardous wastes.
- 3.) If the Contractor is not a certified hazardous waste transporter, a subcontract shall be entered into with a certified transporter to move the hazardous wastes. The third party hauler shall be required to follow RCRA regulations, and all manifestation of the transport and disposal of the hazardous wastes shall be completed and submitted to the Owner's Representative.
- 4.) Copies of transport and disposal manifests shall be submitted to the Owner's representative for distribution to Owner's Project Management team and Environmental Management and Hazardous Waste Program.

L. POST ABATEMENT SUBMITTALS

1. The Contractor shall provide a total of 5 copies of each submittal. The submittals will be provided to the Owner's Representative for distribution to Owner's Project Management team, and Environmental Management and Hazardous Waste Program. Each set of submittals will be bound using three-hole punch paper.

2. The Contractor shall submit to the Owner's Representative copies of all manifests for the transportation and disposal of solid and hazardous wastes generated.

3. The Contractor shall submit to the Owner's Representative copies of all records indicating that the demolition work has been performed in compliance with applicable regulation and these specifications.

General Notes

1. Demolition work includes the complete wrecking of structures and the removal and disposal of all demolished materials.
2. Contractor to coordinate the shut-off, capping and continuation of utility services as required.
3. Buildings and other structures to be demolished will be vacated and discontinued in use prior to the start of the work.
4. The Owner assumes no responsibility for the actual condition of structures to be demolished.
5. Conditions existing at the time of inspection for bidding purposes will be maintained by the Owner insofar as practicable. However, variations within the structure may occur by Owner's removal and salvage operations prior to the start of the demolition work.
6. Storage or sale of removed items on the Project Site will not be permitted.
7. The use of explosives will not be permitted.
8. Conduct demolition operations and the removal of debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.
9. Ensure the safe passage of persons around the area of demolition. Conduct operations to prevent injury to adjacent buildings, structures, other facilities, and persons.
10. Promptly repair damages caused to adjacent facilities by demolition operations at no cost to the Owner.
11. Maintain existing utilities indicated to remain, keep in service, and protect against damage during demolition operations.
12. Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary service during interruptions to existing utilities, as acceptable to the governing authorities.
13. The Contractor will disconnect and seal the utilities serving each structure to be demolished, prior to the start of demolition work, upon written request of the Owner. Reconnect services to buildings or portion of buildings as required.
14. Use water sprinkling, temporary enclosures, and other suitable methods to limit the amount of dust and dirt rising and scattering in the air to the lowest practicable level.
15. Comply with the governing regulations pertaining to environmental protection.
16. Do not use water when it may create hazardous or objectionable conditions such as ice, flooding and pollution.
17. Clean adjacent structures and improvements of all dust, dirt and debris caused by demolition operations, as directed by the Engineer or governing authorities. Return adjacent areas to condition existing prior to the start of the work.
18. Demolish buildings completely and remove from the Project Site. Use such methods as required to complete the work within the limitations of governing regulations.

19. Small structures may be removed intact when acceptable to the Engineer and approved by the authorities having jurisdiction.

20. Proceed with demolition in a systematic manner, from the top of the structure to the ground. Complete demolition work above floor before disturbing any of the supporting members on ground level.

21. Demolish concrete and masonry in small sections.

22. Remove structural framing members and lower to ground by means of hoists, derricks, or other suitable methods.

23. Locate demolition equipment throughout the structure and remove materials so as not to impose excessive loads to walls, floors or framing to remain.

24. Remove from the Project Site all debris, rubbish and other materials resulting from demolition operations.

25. After grading is complete, the site shall be cleaned of all construction debris 2" diameter and larger.

26. Burning of removed materials from demolished structures will not be permitted on the Project Site.

Sample Contract

This agreement made this [Date] day of [Month], 2019, by and between the County of Jefferson, Texas represented by the County Judge, party of the first part, and [Contractor/Vendor Name] his/their executors, administrators, heirs, successors or assigns, the Contractor, party of the second part.

WHEREAS, the County desires to enter into a contract for **Invitation for Bid (IFB 19-003/JW), Demolition of Hangar No. 3 at Jack Brooks Regional Airport** as shown and described in the Contract Documents (to include plans, drawings, specifications, addenda, special provisions, and this Contract documents itself) included herein, and

WHEREAS, the Contractor has been engaged in and now does such work and represents that he is fully equipped, competent and capable of performing the desired and herein outlined work and is ready and willing to perform such work in accordance with the unit prices listed herein and the provisions of the herein included in the Contract Documents, and special provisions now

WITNESSETH: That for and in consideration of the unit prices listed herein, a part of this contract, the Contractor agrees to do, at his own proper cost and expense, all the work necessary for project completion as shown and described in the plans and in accordance with the provisions of the plans, drawings, specifications, addenda, and special provisions which are a part of this contract.

CONTRACTOR'S REPRESENTATIONS:

In order to induce Jefferson County to enter into this Agreement, Contractor makes the following representations:

Contractor has examined and carefully studied the Contract Documents (including plans, drawings, specifications, addenda, special provisions) identified in the Bidding Documents.

Contractor has visited the Site and/or become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.

Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

Contractor is aware of the general nature of any work to be performed by Jefferson County and the others at the Site that relates to the Work as indicated in the Contract Documents.

Contractor has given Jefferson County written notice of all conflicts, errors, ambiguities, or discrepancies that contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer or Purchasing Department is acceptable to the Contactor.

The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

LIQUIDATED DAMAGES:

Contractor and Jefferson County recognize that time is of the essence of this Agreement and that Jefferson County will suffer financial loss if the Work is not completed within the times specified in the bid specifications and this above, plus any extensions thereof allowed in accordance with bid specifications. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Jefferson County if the Work is not completed on time. Accordingly, instead of requiring any such proof, Jefferson County and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Jefferson County **\$100.00** for each day that expires after the time specified in Notice to Proceed.

CONTRACT PRICE:

Jefferson County shall pay Contractor the lump sum amount of \$ **[Contract Amount Here]** for completion of the Work in accordance with Contract Documents including plans, specifications, addenda, and special provisions for Project: **(IFB 19-003/JW), Demolition of Hangar No. 3 at Jack Brooks Regional Airport.**

All specific cash allowances are included in the above price and have been calculated in accordance with bid specifications and addenda (if applicable).

CONTRACT TIMES:

Time for completion of this contract shall be calculated beginning on the effective date given in the Notice to Proceed.

The work to be constructed under this contract shall be completed in (30) working days.

The County, in consideration of the full and true performance of said work by the Contractor, hereby agrees and binds itself to pay the Contractor for the quantities of work performed in compliance with this contract at the respective unit prices set forth herein, subject to adjustment as herein provided. The following items of work and respective unit prices are those contained in the original proposal and are a part of this contract. The County limits its obligation hereunder to the funds available.

The Contractor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement, or in compensation for services in connection therewith, any brokerage commission or percentage upon the amount receivable by him hereunder; and that he has not in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission or percentage; and that all moneys payable to him hereunder are free from all obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the County or for deduction from any sum due or to become due thereunder an amount equal to any brokerage commission or percentage so paid or agreed to be paid or both.

In the employment of labor in the performance of this contract, preference shall be given, other conditions being equal, to honorably discharged service personnel, but no other preference or discrimination among citizens of the United States shall be made.

It is acknowledged and agreed by the parties hereto that this contract is the full and complete contract for the construction of the work called for and described herein.

IN WITNESS WHEREOF, the parties hereto have set their hands the date herein named.

COUNTY OF JEFFERSON

Party of the First Part

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs hereto approved and authorized by the Commissioners' Court of Jefferson County:

By: _____
Jeff R. Branick, County Judge

RECOMMENDED FOR EXECUTION:

Billy J. Smith, Jr., President
Fittz & Shipman, Inc. / Consulting Engineer

CONTRACTOR

Party of the Second Part

By: _____
Printed Name & Title

Signature

Firm/Company Name

ATTEST: _____ DATE: _____
Carolyn L. Guidry, County Clerk



Building HEROES. Protecting HEROES.

TECHNICAL SPECIFICATIONS

FOR:

Jack Brooks Regional Airport – Hangar #3
4875 Parker Drive
Beaumont, Texas
Asbestos/Lead Abatement Project

PREPARED FOR:

Jefferson County – Jack Brooks Regional Airport
4875 Parker Drive
Beaumont, Texas 77705

PREPARED BY:

Total Safety U.S., Inc.
365 Hwy 365
Port Arthur, Texas 77640

By: _____

A handwritten signature in black ink, appearing to read "Daniel R. Ward", is written over a horizontal line.

Daniel R. Ward
DSHS Consultant License No. 10-5479
DSHS Agency License No. 10-0489

December 2018
Project No.: 6079122

SECTION 01013 - SUMMARY of WORK (ASBESTOS/LEAD)

PART 1 – GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 PROJECT/WORK IDENTIFICATION:

- A. Except as otherwise expressly provided herein, Contractor shall supply all labor, supervision, installed and consumable materials, equipment, tools, services, testing devices, warehousing, and each and every item of expense necessary for the supply, fabrication, erection, installation, application, handling, hauling, unloading and receiving, construction, evaluation, design engineering, testing, and assembly of the abatement of asbestos/lead-containing/contaminated materials at the **Jack Brooks Regional Airport – Hangar #3 located at 4875 Parker Drive in Beaumont, Texas** herein called the Work.
- B. The Work described herein shall include furnishing all labor, materials, equipment, services, insurance, safety equipment, supplies, and incidentals which are necessary or required to clean up all disturbed asbestos/lead-containing materials at the worksite, including airborne /lead fibers to the levels indicated herein. Further, this work shall include packing, handling, transporting, and disposing of disturbed asbestos/lead-containing materials in an appropriate landfill, as required by law.
- C. The Asbestos/Lead Abatement Contractor shall comply with these plans and specifications, their intent, and any requirements set forth by Federal, State or local agencies having jurisdiction over this project.
- D. **Quantities: Quantities, if given in the specifications and/or on the Drawings, are approximate. The contractor shall be solely responsible for all quantities of materials specified for removal or clean up.**
- E. Contract Documents: Related requirements and conditions that are indicated on the Contract Documents include, but are not necessarily limited to the following:
 - 1. Applicable codes and regulations.
 - 2. Notices and permits.
 - 3. Existing site conditions and restrictions on use of the site.
 - 4. Work performed prior to work under this Contract.
 - 5. Alterations and coordination with existing work.
 - 6. Work to be performed concurrently by the Owner.
 - 7. Work to be performed concurrently by separate contractors.
 - 8. Alternates.
 - 9. Allowances.
 - 10. Pre-purchased material/equipment for Contract, with purchase price included in the Contract Sum.
 - 11. Pre-purchased subcontracts for the Contract, with subcontract amounts included in the Contract Sum.
 - 12. Requirements for partial Owner occupancy prior to substantial completion of the Contract Work.

- F. **Summary by References:** Work of the Contract can be summarized by references to the Contract, General Conditions, Supplementary Conditions, Specification Sections, Drawings, addenda and modifications to the Contract Documents issued subsequent to the initial printing of this project manual and including but not necessarily limited to printed material referenced by any of these. Work of the Contract is also unavoidably affected or influenced by governing regulations, natural phenomenon including weather conditions and other forces outside the contract documents.
- G. **Abbreviated Written Summary:** Briefly and without force and effect upon the contract documents, the work of the Contract can be summarized as follows:
- H. **The Work includes the removal of asbestos/lead-containing materials in select areas of the structure according to the requirements of the following specification sections in the sequence indicated:**
- I. **General and Administrative Requirements:** are set forth in the following specification sections:
1. 01013 - Summary of Work (Asbestos/Lead)
 2. 01043 - Project Coordination
 3. 01091 - Definitions and Standards
 4. 01301 - Submittals
 5. 01701 - Project Closeout
- J. **Abatement Work Requirements:** are set forth in the following specification sections, listed here according to the sequence of the work:
1. 01092 - Codes, Regulations and Standards: sets forth governmental regulations and industry standards which are included and incorporated herein by reference and made a part of the specification. This section also sets forth those notices and permits which are known to the Owner and which either must be applied for and received, or which must be given to governmental agencies before start of work.
 2. 01503 - Temporary Facilities: sets forth the support facilities needed such as electrical and plumbing connections for the decontamination unit and office space for the Project Administrator.
 3. 01526 - Temporary Enclosures - details the requirements for the sheet plastic barriers isolating the work area from the balance of the building.
 4. 01563 - Decontamination Units - explains the setup and operation of the personnel and material decontamination units.
 5. 01513 - Temporary Pressure Differential and Air Circulation System - sets forth the procedures to set up pressure differential isolation and ventilation of the work area.
 6. 01560 - Worker Protection - describes the equipment and procedures for protecting workers against asbestos/lead contamination and other workplace hazards except for respiratory protection.
 7. 01562 - Respiratory Protection - sets forth the procedures and equipment required for adequate protection against inhalation of airborne asbestos/lead fibers.
 8. 02084 - Disposal of Asbestos/Lead Containing Waste Material
- K. **Decontamination of the Work Area:** after completion of abatement work is described in the following sections:

1. 01712 - Cleaning and Decontamination Procedures: sets forth procedures to be used on contaminated objects and rooms which are not part of an abatement work area.
2. 01711 - Project Decontamination: describes the sequence of cleaning and decontamination procedures to be followed during removal of the sheet plastic barriers isolating a work area.
3. 01714 - Work Area Clearance: describes the analytical methods used to determine if the work area has been successfully cleaned of contamination.
4. 01701 - Project Closeout: details the closeout procedures to end the project once abatement work is complete including final paperwork requirements.

1.3 SCOPE OF WORK (SPECIFIC)

ASBESTOS-CONTAINING MATERIALS

MATERIAL	LOCATION	AMOUNT
<i>Window/Door Caulking Glazing</i>	<i>Northwest Wall Southeast Wall Northeast Entry Panels</i>	<i>52 Windows 1 Entry Door</i>

LEAD-BASED PAINT

MATERIAL	LOCATION	AMOUNT
<i>Metal Beams</i>	<i>Throughout Structure</i>	<i>Throughout</i>
<i>Interior Panels</i>	<i>Throughout Structure</i>	<i>Throughout</i>
<i>Door Frame</i>	<i>Northeast Corner</i>	<i>One Entry Door</i>

1.4 SCOPE OF WORK (GENERAL)

- A. Protect and isolate, as required, all building systems and appurtenances affected or traversing through and contained within the work area.
- B. Seal all penetrations, chases, cavities and voids, etc. prior to the removal of any asbestos/lead-containing/contaminated material.
- C. All final air asbestos clearance samples shall be analyzed by Phase Contrast Microscopy (PCM) as outlined in Section 01714.

1.5 SPECIAL REQUIREMENTS

- A. The Asbestos/Lead Abatement Contractor is reminded that he is responsible for inspecting and removing any known or suspected asbestos/lead-containing materials within the work areas. **The contractor shall adhere to the following, if applicable:**
 1. In areas regulated for asbestos/lead abatement work, a pressure measuring device such as a manometer with strip recorder or equivalent shall be used to document the pressure differential in the regulated areas.

2. In areas regulated for asbestos/lead abatement work, all water sprayers shall be airless, or other type low pressure sprayer, for amended water application.
3. Transportation equipment, as required, shall be suitable for loading, temporary storage, transit, and unloading of contaminated waste to minimize exposure to persons or reduce the potential of release to the environment.
4. Any damage to adjacent property, including but not limited to walls, furnishings, etc., shall be repaired or replaced at the Contractor's expense. Owner shall make the decision whether damaged items may be repaired or shall be replaced.
5. It shall be in intent of the plans and specifications that all asbestos/lead-containing materials that could be hazardous to the health or welfare of the building occupants, visitors, or the general public be removed. This shall be accomplished in a manner consistent with present engineering practices to reduce the hazards or potential for hazards to building occupants, visitors, contractor personnel, and the general public.
6. Once differential pressure has been established:
 - a) Contractor shall have at least one representative posted at the site on a 24-hour basis.
 - b) Contractor is solely responsible for security of the project site.
 - c) No site is to be left unattended.
 - d) Attendants shall have the ability to effectively communicate the inherent dangers of the project, and be qualified, capable, and equipped to enter the containment (licensed as an asbestos/lead abatement supervisor by the Texas Department of Health).
 - e) The security guard(s) will be trained and familiar with building systems, including but not limited to, water turn-off points, electrical equipment, etc.
 - f) There will be no additional payments for security guards.
 - g) Security attendants are to make periodic inspections of the work area, and shall not be allowed to sleep while on duty.
7. Any non-asbestos/lead workers used for construction shall be identified in such a way as to identify them as non-asbestos/lead workers. This may be accomplished with a certain colored hard hat, or badge that the worker wears in plain sight. These workers shall not be allowed in regulated areas.
8. This abatement project will be conducted with respiratory protection in full accordance with all regulatory requirements including but not limited to the OSHA regulations. Any required sampling of Contractor personnel will be conducted by a qualified person supplied by the Contractor who will also be responsible for determining the appropriate level of respirator protection for the Contractor's employees.
9. The consultant shall be responsible for establishing the level of respiratory protection for the Consultant's employees and other non-contractor personnel. The contractor shall indemnify and hold harmless the Consultant and the Owner against any claims relating to respiratory protection.
10. Contractor is responsible for the security of Consultant's equipment while on site. Therefore, Contractor shall repair or replace any equipment of Consultant's that is damaged or stolen while on the job-site. Consultant shall hold harmless Owner claims by Consultant or other party.

1.6 CONTRACTOR USE OF PREMISES:

A. Use of the Site:

1. Confine operations at the site to the areas permitted under the Contract.
2. Portions of the site beyond areas on which work is indicated are not to be disturbed.

3. Conform to site rules and regulations affecting the work while engaged in project construction.
4. Do not unreasonably encumber the site with materials or equipment.
5. Confine stockpiling of materials and location of storage sheds to the areas indicated. If additional storage is necessary obtain and pay for such storage off site.
6. Lock automotive type vehicles, such as passenger cars and trucks and other mechanized or motorized construction equipment, when parked and unattended, so as to prevent unauthorized use. Do not leave such vehicles or equipment unattended with the motor running or the ignition key in place or accessible to unauthorized persons. Owner shall not be responsible for any thefts.
7. Smoking or open fires will not be permitted within the building enclosure or on the premises.
8. Use of existing toilets within the building, by the Contractor and his personnel, shall not be permitted. Contractor must provide portable toilet. Portable toilets shall be kept clean at all times.

1.7 OWNER OCCUPANCY:

A. Partial Owner Occupancy:

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

1.8 SUBMITTALS

A. Before the Start of Work, submit the following to the Owner's Representative for review:

1. Plan of Action:
 - a) Submit as a written report.
 - b) The work plan must address the number of workmen of the various trades that will man the job, the number of shifts and the number of days in the week that the work will be accomplished within the contract period.
2. Work Progress Schedule:
 - a) Within five working days after Contractor's receipt of the Notice-to-Proceed, if requested by Owner, the Contractor shall submit in triplicate to the Owner and the Owner's Representative for review, an estimated progress schedule for starting and completing the various classifications of construction.
 - b) The schedule shall be in such form and detail as directed by the Owner and copies, as required, shall be submitted to the Owner for approval simultaneously with the Owner's Representative.
 - c) The Work Progress Schedule shall be updated as directed by the Owner.
3. Inspection:
 - a) Report on inspection carried out as required by this section. Include copies of all photographs, video tapes, etc. Submit in the same manner as product data.

1.9 INTERRUPTION OF SERVICES AND FUNCTIONS DISCONNECTION, MOVING RECONNECTION REINSTALLING UTILITIES AND APPURTENANCES

1. Overtime for Utility Work:
 - a) When work is required by the Contractor during the utility tie-ins (or correction of Contractor's damage to existing utilities), the Physical Plant personnel must be involved. This work shall be coordinated with them for their availability.
2. Temporary Services Expenses:
 - a) The Contractor shall bear all expenses for temporary services required at any time during the course of the project.

1.10 SCHEDULE OF WORK

- a) If the completion of the work is not on schedule, the Contractor shall provide a work plan and implement his best efforts to get back on and meet the schedule by increasing manpower and/or schedule.
- b) If the completion of the Work is not on schedule as specified in the section of the specifications and professional judgment of the Owner and Consultant cannot be put back schedule by increasing manpower, the Contractor shall immediately use the best efforts to (in addition to increased manpower, if necessary) increase the hours and/or days worked (i.e. add shifts). Additional costs associated with such manpower/shifts shall be at no additional cost to Owner. Additionally, it is understood that additional shifts will require additional work for the Consultant, the additional cost of which shall be borne by the Contractor at a cost of \$100 per field technician hour. TEM analysis will be charged at \$200 per sample for 24-hour turnaround for additional samples other than the first set of samples. Overtime work is not to be confused with liquidated damages, as set forth in the Supplementary Conditions to the contract.

1.11 CONDITIONS AND RISKS OF WORK

- A. Contractor represents that Contractor has carefully examined the drawings and specifications for the Work and has fully acquainted itself with and understands all other conditions relevant to the Work, and its surroundings, and Contractor assumes the risk of such conditions and will, regardless of such conditions, the expense, difficulty of performing the Work, or negligence, if any, of the Owner or Consultant, fully complete the Work for the stated Contract Price without further recourse to the Owner or Consultant.
- B. Information on the site of the Work and local conditions at such site furnished by Owner or Consultant in specifications drawings or otherwise is not guaranteed by Owner or Consultant and is furnished only for the convenience of Contractor.

1.12 PLAN OF ACTION:

- A. No later than three days prior to the preconstruction meeting submit a detailed plan of the procedures proposed for use in complying with the requirements of this specification. The plan must be approved by the Owner's Representative prior to commencement of work. The plan should include:
 1. Location and layout of decontamination areas.
 2. The sequencing of asbestos/lead work.
 3. The interface of trades involved in the performance of work.
 4. Methods to be used to assure the safety of building occupants and visitors to the site.

5. Disposal plan including location of approved disposal site.
6. Detailed description of the methods to be employed to control pollution.
7. Use of portable HEPA ventilation system.
8. Closing out of the building's HVAC system.
9. Method of removal to prohibit visible emissions in work area.
10. Packaging of removed asbestos/lead debris.

1.13 INSPECTION:

A. Prior to commencement of work:

1. Inspect areas in which work will be performed.
2. Prepare a listing of damage to structure, surfaces, equipment or of surrounding properties which could be misconstrued as damage resulting from the work.
3. Photograph or videotape existing conditions as necessary to document conditions, both at the interior and exterior of the building and site (including exit ramps and parking facilities, shall be included).
4. Submit to Owner's Representative prior to starting work.

1.14 POTENTIAL ASBESTOS/LEAD HAZARD:

A. The disturbance or dislocation of asbestos/lead-containing materials may cause airborne asbestos/lead to be released into the building's atmosphere, thereby creating a potential health hazard to workmen and building occupants.

1. Apprise all workers, supervisory personnel, subcontractors and consultants who will be at the job site of the seriousness of the hazard and of proper work procedures which must be followed.
2. The Abatement Contractor and his subcontractors shall be required to sign a Certificate of Worker's Acknowledgment of hazards associated with asbestos/lead prior to entering the work area.

B. Where in the performance of the work, workers, supervisory personnel, subcontractors, or consultants may encounter, disturb, or otherwise function in the immediate vicinity of any identified asbestos/lead-containing materials take appropriate continuous measures as necessary to protect all building occupants from the potential hazard of exposure to airborne asbestos/lead. Such measures shall include the following:

1. The procedures and methods described herein.
2. Compliance with regulations of applicable federal, state and local agencies.

1.15 STOP WORK:

A. If the Owner, the Owner's Representative, or the Project Administrator presents a verbal or written stop work order immediately and automatically stop all work. Do not recommence work until authorized in writing by Owner's Representative.

B. The Owner or Consultant has the authority to stop any or all abatement activities at any time that it has been determined or is suspected that conditions are not within the specifications or an applicable regulation, or that an unsafe condition exists. The decision to stop work is solely at the discretion of the Owner or Consultant.

C. The abatement activity shall not continue until the conditions have been corrected to the satisfaction of the Owner or Consultant.

- D. Standby time occurring during a stop work condition shall be at the Contractor's expense.

1.16 INSPECTIONS

- A. The Asbestos/Lead Abatement Contractor is solely responsible for any and all site inspections, estimations of quantity of work, or recognition of unusual or special situations which may affect a timely and scheduled completion of this work. The Asbestos/Lead Abatement Contractor shall satisfy himself that the work can be completed as set forth by the specifications before starting work.
- B. Any Authorized Visitor shall have access to the worksite, materials, records, or any other relevant data specified herein and, furthermore, the Contractor shall provide proper facilities and equipment for such access and inspection.

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- C. ONLY AUTHORIZED VISITORS WILL BE ALLOWED ON THE WORKSITE.

1.17 CLEARANCE TESTING

- A. Following clean-up of each work area, final clearance monitoring shall be performed by the Consultant. A final clearance of 0.01 fibers/cc by Phase Contrast Microscopy (PCM) is required for asbestos/lead.

END OF SECTION - 01013

SECTION 01043 - PROJECT COORDINATION (ASBESTOS)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 COPIES OF DOCUMENTS:

- A. Owner shall furnish to Contractor 3 copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work.
- B. Additional copies will be furnished, upon request, at the cost of reproduction.

1.3 BEFORE STARTING CONSTRUCTION:

- A. Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements.
- B. Contractor shall promptly report in writing to Owner's Representative any conflict, error or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Owner's Representative before proceeding with any Work affected thereby.
- C. Within five days after the Effective Date of the Agreement, Contractor shall submit to Owner's Representative for review:
 - 1. An estimated progress schedule indicating the starting and completion dates of the various stages of the Work;
 - 2. A preliminary schedule of Shop Drawing submissions; and
 - 3. A preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed at the time of submission.
- D. Before any Work at the site is started, Contractor shall deliver to Owner, with a copy to Engineer, certificates (and other evidence of insurance requested by Owner) which Contractor is required to purchase and maintain in accordance with these Contract Documents.

1.4 SUMMARY:

- A. This Section specifies administrative and supervisory requirements necessary for Project coordination including, but not necessarily limited to:

1. Administrative and supervisory personnel.
2. Progress Meetings
3. Pre-Construction Conference
4. Daily Log
5. Special reports.
6. Contingency Plans
7. Notifications to other entities at job site.

B. ~~Requirements for the Contractor's Construction Schedule are included in Section "Submittals."~~

1.5 FINALIZING SCHEDULE

- A. At least ten days before submission of the first Application for Payment, the Contractor shall submit to Owner's Representative a finalized progress schedule in accordance with these Contract Documents.
- B. The finalized progress schedule will be acceptable to Owner's Representative as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on Owner's Representative responsibility for the progress or scheduling of the Work nor relieve Contractor from full responsibility.
- C. The finalized schedule of Shop Drawing submissions will be acceptable to Owner's Representative as providing a workable arrangement for processing the submissions.
- D. The finalized schedule of values will be acceptable to Owner's Representative as to form and substance.

1.6 FAMILIARITY WITH WORK

- A. Contractor represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study and observations with the requirements of the Contract Documents.
- B. Contractor also represents that to the extent he deems necessary he has studied all surveys and investigation reports and physical conditions, and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

1.7 BUILDING INSPECTION

- A. The Contractor represents that he has thoroughly inspected the property, has familiarized himself with the proposed work, has determined that the work can be accomplished as set forth in the Contract Documents, understands and agrees to the intent of the work as set forth.

1.8 ADMINISTRATIVE AND SUPERVISORY PERSONNEL:

A. General Superintendent:

1. Provide a full-time General Superintendent who is experienced in administration and supervision of asbestos abatement and demolition projects including work practices, protective measures for building and personnel, disposal procedures, etc.
2. This person is the Contractor's "Competent Person" and Representative responsible for compliance with all applicable federal, state and local regulations, particularly those relating to asbestos-containing materials.
3. This person will be the Competent Person required by OSHA in 29 CFR 1926.1101, and shall be licensed in accordance with the Texas Asbestos Health Protection Rules.
4. This person must be on-site at all times, and may not manage more than one project at a time.
5. Experience and Training: The General Superintendent must have completed a course at an EPA Training Center or equivalent certificate course in asbestos abatement procedures, and have had a minimum of two (2) years on-the-job training in asbestos abatement procedures.
6. Competent Person: The General Superintendent is to be a Competent Person as required by OSHA in 29 CFR 1926.1101.
7. Licensed Individual: The General Superintendent is to be a licensed asbestos abatement supervisor as required by Texas Asbestos Health Protection Rules section 295.46.

1.9 PROGRESS MEETINGS:

A. General:

1. In addition to specific coordination and pre-installation meetings for each element of work, and other regular project meetings held for other purposes, Owner's Representative will hold general progress meetings as required.
2. These meeting will be scheduled, where possible, at time of preparation of payment request.
3. Require each entity then involved in planning, coordination or performance of work to be properly represented at each meeting.

1.10 PRE-CONSTRUCTION CONFERENCE:

- A. An initial progress meeting, recognized as "Pre-Construction Conference" will be convened by the Owner's Representative prior to start of any work.
- B. Meet at project site, or as otherwise directed with General Superintendent, Owner, Owner's Representative, Project Administrator, and other entities concerned with the asbestos abatement and demolition work.
- C. 72 hours advance notice will be provided to all participants prior to convening Pre-Construction Conference.
- D. This is an organizational meeting, to review responsibilities and personnel assignments and to locate the containment and decontamination areas and temporary facilities including power, light, water, etc.
- E. Procedures for handling Shop Drawings and other submittals and to establish a working understanding among the parties as to the Work will be discussed.

1.11 DAILY LOG:

- A. Daily Log: Maintain just outside the Decontamination Unit a daily log documenting the dates and time of but not limited to, the following items:
 - 1. Meetings; purpose, attendees, brief discussion;
 - 2. Visitations; authorized and unauthorized;
 - 3. Personnel, by name, entering and leaving the work area;
 - 4. Special or unusual events, i.e. barrier breaching, equipment failures, accidents;
 - 5. Air monitoring tests and test results; and
 - 6. Documentation of Contractor's completion of the following:
 - a) Inspection of work area preparation prior to start of removal and daily thereafter;
 - b) Removal of any sheet plastic barriers;
 - c) Contractor's inspections prior to spray back, lock back, encapsulation, enclosure or any other operation that will conceal the condition of asbestos-containing materials or the substrate from which such materials have been removed;
 - d) Removal of waste materials from work area;
 - e) Decontamination of equipment (list items); and
 - f) Contractors final inspection/final air test analysis.
- B. Provide two (2) copies of this log to Project Administrator on a daily basis.
- C. Submit copies of this log at final closeout of project as a project close-out submittal.

1.12 SPECIAL REPORTS:

- A. General: Except as otherwise indicated, submit special reports directly to Owner immediately upon occurrence requiring a special report, with copy to Owner's Representative and others affected by occurrence.
- B. Reporting Unusual Events:
 - 1. When an event of unusual and significant nature occurs at site (examples: failure of pressure differential system, rupture of temporary enclosures), prepare and submit a special report listing chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information.
 - 2. When such events are known or predictable in advance, notify OEHS immediately!
- C. Reporting Accidents:
 - 1. Prepare and submit reports of significant accidents, at site and anywhere else work is in progress.
 - 2. Record and document data and actions; comply with industry standards. For this purpose, a significant accident is defined to include events where personal injury is sustained, property loss of substance is sustained, or where the event posed a significant threat of loss or personal injury.
- D. Report Discovered Conditions:
 - 1. When an unusual condition of the building is discovered during the work (e.g. leaks, termites, corrosion) immediately notify OEHS.
 - 2. Prepare and submit a special report indicating condition discovered.

1.13 CONTINGENCY PLAN:

- A. Prepare a contingency plan for emergencies including fire, accident, power failure, pressure differential system failure, supplied air system failure, or any other event that may require modification or abridgment of decontamination or work area isolation procedures.
- B. Include in plan specific procedures for decontamination or work area isolation. Note that nothing in this specification should impede safe exiting or providing of adequate medical attention in the event of an emergency.
- C. Post in clean room of Personnel Decontamination Unit telephone numbers and locations of emergency services including but not limited to fire, ambulance, doctor, hospital, police, power company, telephone company, TDH, OFP, and OEHS.

1.14 NOTIFICATIONS

- A. Notify other entities at the job site of the nature of the asbestos abatement activities, location of asbestos-containing materials, requirements relative to asbestos set forth in these specifications and applicable regulations.
- B. Notify emergency service agencies including fire, ambulance, police or other agency that may service the abatement work site in case of an emergency.
- C. Notification is to include methods of entering work area, emergency entry and exit locations, modifications to fire notification or fire fighting equipment, and other information needed by agencies providing emergency services.
- D. Notifications of Emergency: Any individual at the job site may notify emergency service agencies if necessary without effect on this Contract or the Contract Sum.

1.15 SUBMITTALS

- A. Before the Start of Work: Submit the following to the Owner's Representative for review. No work shall begin until these submittals are returned with Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use or final-but-restricted use.
 - 1. Contingency Plans: for emergency actions.
 - 2. Telephone Numbers: and location of emergency services.
 - 3. Notifications: sent to other entities at the work site.
 - 4. Notifications: sent to emergency service agencies.
 - 5. Resume: of general superintendent.
 - 6. Accreditation: submit evidence in form of training course certificate of accreditation of General Superintendent as an asbestos abatement supervisor.
 - 7. Staff Names: Within 15 days of Notice to Proceed, submit a list of the Contractor's principal staff assignments, including the Superintendent and other personnel in attendance at the site; identify individuals, their duties and responsibilities; list their addresses and telephone numbers.
 - 8. Post copies of the list in the project meeting room, the temporary field office, and each temporary telephone.

END OF SECTION - 01043

SECTION 01091 - DEFINITIONS AND STANDARDS (ASBESTOS)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 SUMMARY

- A. General Explanation: A substantial amount of specification language constitutes definitions for terms found in other contract documents, including the drawings. (Drawings must be recognized as diagrammatic in nature and not completely descriptive of the requirements indicated thereon.) Certain terms used in Contract Documents are defined in this article.
- B. General Requirements: The provisions or requirements of Division-1 sections apply to entire work of Contract and, where so indicated, to other elements which are included in project.

1.3 DEFINITIONS:

- A. General: Definitions contained in this Article are not necessarily complete, but are general to the extent that they are not defined more explicitly elsewhere in the Contract Documents.
- B. Addenda: Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Bidding Documents or the Technical Specifications.
- C. Agreement: The written agreement between Owner and Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.
- D. Application for Payment: The form accepted by Owner's Representative which is to be used by Contractor in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.
- E. Approve: The term "approved," where used in conjunction with the Owner's Representative's action on the Contractor's submittals, applications, and requests, is limited to the responsibilities and duties of the Architect stated in General and Supplementary Conditions. Such approval shall not release the Contractor from responsibility to fulfill Contract Document requirements, unless otherwise provided in the Contract Documents.
- F. Bid: The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- G. Bonds: Bid, performance and payment bonds and other instruments of security.
- H. Change Order: A document recommended by the Owner's Representative, which is signed by Contractor and Owner and authorizes an addition, deletion or revision in the Work, or

an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of Agreement.

- I. Directed: Terms such as "directed", "requested", "authorized", "selected", "approved", "required", and "permitted" mean "directed by the Owner's Representative", "requested by the "Owner's Representative", and similar phrases. However, no implied meaning shall be interpreted to extend the Owner's Representative's responsibility into the Contractor's area of construction supervision.
- J. The term "experienced," when used with the term "Installer" means having a minimum of 5 previous Projects similar in size and scope to this project, and familiar with the precautions required, and has complied with requirements of the authority having jurisdiction.
- K. Furnish: The term "furnish" is used to mean "supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, and similar operations."
- L. General Superintendent: This is the Contractor's Representative at the work site. This person will generally be the Competent Person required by OSHA in 29 CFR 1926.1101.
- M. Indicated: This term refers to graphic representations, notes or schedules on the Drawings, or other Paragraphs or Schedules in Specifications, and similar requirements in Contract Documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used, it is to help locate the reference; no limitation on location is intended except as specifically noted.
- N. Install: The term "install" is used to describe operations at project site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations."
- O. Installer: An "Installer" is an entity engaged by the Contractor, either as an employee, subcontractor or sub- subcontractor for performance of a particular construction activity, including installation, erection, application and similar operations. Installers are required to be experienced in the operations they are engaged to perform.
- P. Notice of Award: The written notice by Owner, or by Owner's Representative in Owner's behalf, to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, Owner will sign and deliver the Agreement.
- Q. Notice to Proceed: A written notice given by Owner, or Owner's Representative in Owner's behalf, to Contractor (with a copy to Owner's Representative) fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform Contractor's obligations under the Contract Documents.
- R. Owner's Representative: This is the entity described as the "Environmental Consultant" or "Consultant" in all areas of these Contract documents and Technical specifications. All references to Environmental Consultant or Consultant in the Contract Documents in all cases refer to the Owner's Representative. The Owner's Representative will represent the Owner during abatement activities and until final payment is due. The Owner's Representative will advise and consult with the Owner. The Owner's instructions to the Contractor will be forwarded through the Owner's Representative.
- S. Project Administrator:

1. This is the entity described as the "Project Representative" in AIA Document A201 "General Conditions of the Contract for Construction," or is the entity described as "Engineer" in Engineers Joint Contract Document Committee (EJCDC) Document 1910-8 "Standard General Conditions of the Construction Contract."
 2. The Project Administrator is a full time representative of the Owner at the job site with authority to stop the work upon verbal order if requirements of the Contract Documents are not met, or if in the sole judgment of the Project Administrator, Owner's Representative, Owner, the interests of the Owner, safety of any person or the Owner's property are jeopardized by the work.
- T. Project Site is the space available to the Contractor for performance of the work, either exclusively or in conjunction with others performing other construction as part of the project. The extent of the project site is shown on the Drawings, and may or may not be identical with the description of the land upon which the project is to be built.
- U. Provide: The term "provide" means "to furnish and install, complete and ready for the intended use."
- V. Regulation: The term "Regulations" includes laws, statutes, ordinances and lawful orders issued by authorities having jurisdiction, as well as rules, conventions and agreements within the construction industry that control performance of the Work, whether they are lawfully imposed by authorities having jurisdiction or not.
1. Substantial Completion: The Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer as evidenced by Engineer's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part), (1) can be used for the purposes for which it is intended, (2) all pay items in the schedule of unit prices are complete, (3) all remaining work, if any, be considered by the Owner's Representative to be minor items; or if there be no such certificate issued, when final payment is due in accordance with these Contract Documents. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.
- W. Testing Laboratories: A "testing laboratory" is an independent entity engaged to perform specific inspections or tests, either at the project site or elsewhere, and to report on, and, if required, to interpret, results of those inspections or tests.
1. Work: The entire complete construction, or abatement, or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, or abatement, all as required by the Contract Documents.
- 1.4 DEFINITIONS RELATIVE TO ASBESTOS ABATEMENT:
- A. Abatement: The Procedure to control fiber release from asbestos-containing building materials. Activities include removal, encapsulation, and enclosure.
 - B. ACM: Asbestos-Containing Material.

- C. Accredited or Accreditation (when referring to a person or laboratory): A person or laboratory accredited in accordance with section 206 of Title II of the Toxic Substances Control Act (TSCA).
- D. Acoustical Insulation: The general application or use of asbestos for the control of sound due to its lack of reverberant surfaces.
- E. Acoustical tile: A finishing material in a building usually found in the ceiling or walls for the purpose of noise control.
- F. Aerosol: A system consisting of particles, solid or liquid, suspended in air.
- G. Aggressive Sampling: Air sampling which takes place after final cleanup while the air is being physically agitated to produce a "worst case" situation.
- H. Air Cell: Insulation normally used on pipes and duct work that is comprised of corrugated cardboard which is frequently comprised of asbestos combined with cellulose or refractory binders.
- I. Air Diffuser: A device designed to disperse an air stream throughout a given area.
1. Air Filtration Unit (AFU): Usually refers to machines used to provide ventilation and a negative static pressure differential within a completely enclosed asbestos work area. An AFU usually consists of the following: A fan system to draw air through a special set of filters - a gross prefilter, an intermediate filter and a HEPA filter - and exhaust clean air to the outside. AFUs are rated by the amount of air that can be drawn through them in a given amount of time, which is expressed in cubic feet of air per minute (e.g. 2,000 CFM). Loaded or clogged filters can seriously affect the displacement volume capability or efficiency of these devices.
- J. Air Lock: A system for permitting ingress and egress with minimum air movement between a contaminated area and an uncontaminated area.
- K. Air Monitoring: The process of measuring the fiber content of a specific volume of air in a stated period of time.
- L. Air Plenum: Any space used to convey air in a building or structure. The space above a suspended ceiling is often used as an air plenum.
- M. Air Purifying Respirator: A respirator that relies on filters to remove a particular contaminant(s) from the ambient air. They include both negative pressure and powered respirators. No type of air purifying respirator will protect the wearer from low oxygen atmospheres.
- N. Airline Respirator: A respirator that is connected to a compressed breathing air source by a hose.
- O. Ambient Air: The surrounding air or atmosphere in a given area under normal conditions.
- P. Amended Water: Water to which a surfactant has been added to decrease the surface tension to 35 or less dynes.

- Q. **Amosite:** An asbestiform mineral of the amphibole group containing approximately 50 percent silicon and 40 percent iron oxide, and is made up of straight, brittle fibers, light gray to pale brown in color.
- R. **Approved Landfill:** A site for the disposal of asbestos-containing and other hazardous wastes that has been given EPA approval.
- S. **Asbestos:** The asbestiform varieties of serpentine (chrysotile), riebeckite (crocidolite), cummingtonite-grunerite, anthophyllite, and actinolite-tremolite. For purposes of determining respiratory and worker protection both the asbestiform and non-asbestiform varieties of the above minerals and any of these materials that have been chemically treated and/or altered shall be considered as asbestos.
- T. **Asbestos Abatement Contractor:** The Contractor designated in the contract documents as being responsible to the Owner for the control or abatement of asbestos-containing materials.
- U. **Asbestos-Containing Material (ACM):** Any material containing more than 1% by weight of asbestos of any type or mixture of types, as determined by the Environmental Protection Agency's Interim Method.
- V. **Asbestos-Containing Building Material (ACBM):** Surfacing ACM, thermal system insulation ACM, or miscellaneous ACM that is found in or on interior structural members or other parts of a building.
- W. **Asbestos-Containing Waste Material:** Any material which is or is suspected of being or any material contaminated with an asbestos-containing material which is to be removed from a work area for disposal.
- X. **Asbestos Control:** Minimizing the generation of airborne asbestos fibers until a permanent solution is developed.
- Y. **Asbestos Debris:** Pieces of ACBM that can be identified by color, texture, or composition, or means dust, if the dust is determined by an accredited inspector to be ACM.
- Z. **Asbestos Exposure Assessment System:** A decision tool which can be used to determine the extent of the asbestos hazard that exists in a building, and which can also be used to develop corrective actions.
- AA. **Authorized Visitor:** The Owner, the Owner's Representative, the Consultant, the Consultant's inspector or representative, or any representative of a federal, state, county or local agency having jurisdiction over the project while acting in an official capacity. Any person whose name appears upon an approved authorized visitor's list. The testing lab personnel, the Architect/Engineer, or emergency personnel.
- BB. **Barrier:** Any surface that seals off the work area to inhibit the movement of fibers.
- CC. **Breathing Zone:** A hemisphere forward of the shoulders with a radius of approximately 6 to 9 inches.
- DD. **Ceiling Concentration:** The concentration of an airborne substance that shall not be exceeded.

- EE. Certified Industrial Hygienist (C.I.H.): An industrial hygienist certified in Comprehensive Practice by the American Board of Industrial Hygiene.
- FF. Clean Room: An uncontaminated area or room which is part of the worker decontamination enclosure with provisions for storage of worker's street clothes and protective equipment.
- GG. Curtained Doorway: A device to allow ingress and egress from one room to another while permitting minimal air movement between the rooms, typically constructed by placing two overlapping sheets of plastic over an existing or temporarily framed doorway, and securing the vertical edge of the other sheet along the opposite vertical side of the doorway.
- HH. Decontamination Enclosure System: A series of connected rooms, with curtained doorways between any two adjacent rooms, for the decontamination of workers and of materials and equipment. A decontamination enclosure system always contains at least one airlock.
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- II. Differential Air Pressure Equipment: A portable local exhaust system equipped with HEPA filtration and capable of maintaining a constant, low velocity air flow into contaminated areas from adjacent uncontaminated areas.
- JJ. Demolition: The wrecking or taking out of any building component, system, finish or assembly of a facility together with any related handling operations.
- KK. Disposal Bag: A properly labeled 6 mil thick leak-tight plastic bags used for transporting asbestos waste from work and to disposal site.
- LL. Encapsulant: A material that surrounds or embeds asbestos fibers in an adhesive matrix, to prevent release of fibers.
- MM. Bridging encapsulant: an encapsulant that forms a discrete layer on the surface of an in situ asbestos matrix.
- NN. Penetrating encapsulant: an encapsulant that is absorbed by the in situ asbestos matrix without leaving a discrete surface layer.
- OO. Removal encapsulant: a penetrating encapsulant specifically designed to minimize fiber release during removal of asbestos-containing materials rather than for in situ encapsulation.
- PP. Encapsulation: All herein specified procedures necessary to completely enclose asbestos-containing building materials to control the possible release of asbestos fibers into the air.
- QQ. Enclosure: The construction of an air-tight, impermeable, permanent barrier around asbestos-containing material to control the release of asbestos fibers into the air.
- RR. Equipment Decontamination Enclosure: That portion of a decontamination enclosure system designed for controlled transfer of materials and equipment, typically consisting of a washroom and a holding area system designed for controlled transfer of materials and equipment, typically consisting of a washroom and a holding area.
- SS. Equipment Room: A contaminated area or room which is part of the worker decontamination enclosure with provisions for storage of contaminated clothing and equipment.

- TT. Filter: A media component used in respirators to remove solid or liquid particles from the inspired air.
- UU. Fixed Object: A unit of equipment or furniture in the work area which cannot be removed from the work area.
- VV. Friable Asbestos Material: Material that contains more than 1.0% asbestos by weight and that can be crumbled, pulverized, or reduced to powder by hand pressure when dry.
- WW. Glovebag: A sack (typically constructed of 6 mil transparent polyethylene or polyvinylchloride plastic) with inward projecting long sleeve gloves, one inward projecting sleeve, an internal tool pouch, and an attached, labeled receptacle for asbestos waste. These glovebags are designed to enclose an object from which an asbestos-containing material is to be removed.
- XX. Glovebag Technique: A method with applications for removing small amounts of friable asbestos-containing material from HVAC ducts, short pipe runs, valves, joints, elbows, and other non-planer surfaces in a non-contained work area. The glovebag is constructed and installed in such a manner that it surrounds the object or area to be decontaminated and contains all asbestos fibers released during the removal process. All workers who are permitted to use the glovebag technique must be highly trained, experienced, and skilled in this method.
- YY. Holding Area: A chamber in the equipment decontamination enclosure located between the washroom and an uncontaminated area. The holding area comprises an airlock.
- ZZ. HEPA Filter: A High Efficiency Particulate Air (HEPA) filter capable of trapping and retaining 99.97% of asbestos fibers greater than 0.3 microns in diameter or larger.
- AAA. HEPA Filter Vacuum Collection Equipment (or vacuum cleaner): High efficiency particulate air filtered vacuum collection equipment with a filter system capable of collecting and retaining asbestos fibers. Filters should be of 99.97% efficiency for retaining fibers of 0.3 microns or larger.
- BBB. High-efficiency particulate air filter: (HEPA) refers to a filtering system capable of trapping and retaining 99.97 percent of all monodispersed particles 0.3 mm in diameter or larger.
- CCC. Log Book: A notebook or other book containing essential project data and daily project information and a daily project diary. This book shall be kept up to date and on the project site at all times.
- DDD. Movable Object: A unit of equipment or furniture in the work area which can be removed from the work area.
- EEE. Negative Pressure Respirator: A respirator in which the air pressure inside the respiratory-inlet covering is positive during exhalation in relation to the air pressure of the outside atmosphere and negative during inhalation in relation to the air pressure of the outside atmosphere.
- FFF. Negative Pressure Ventilation System: A pressure differential and ventilation system.
- GGG. Personal Monitoring: Sampling of the asbestos fiber concentrations within the breathing zone of an employee.

- HHH. Plant: The tools, machinery, structures, equipment, etc. necessary to perform a mechanical operation, process, or to carry out a business.
- III. Plasticize: To cover floors and walls with plastic sheeting as herein specified.
- JJJ. Pressure Differential and Ventilation System: A local exhaust system, utilizing HEPA filtration capable of maintaining a pressure differential with the inside of the Work Area at a lower pressure than any adjacent area, and which cleans recirculated air or generates a constant air flow from adjacent areas into the Work Area.
- KKK. Protection Factor: The ratio of the ambient concentration of an airborne substance to the concentration of the substance inside the respirator at the breathing zone of the wearer. The protection factor is a measure of the degree of protection provided by a respirator to the wearer.
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- LLL. Removal: All herein specified procedures necessary to remove asbestos-containing materials from the designated areas in an appropriate manner and to dispose of these materials at an acceptable site.
- MMM. Repair: Returning damaged ACBM to an undamaged condition or to an intact state so as to prevent fiber release.
- NNN. Respirator: A device designed to protect the wearer from the inhalation of harmful atmospheres.
- OOO. Shower Room: A room between the clean room and the equipment room in the worker decontamination enclosure with hot and cold running water and suitable arranged for complete showering during decontamination.
- PPP. Surfactant: A chemical wetting agent added to water to improve penetration, thus reducing the quantity of water required for a given operation or area.
- QQQ. Time Weighted Average (TWA): The average concentration of a contaminant in air during a specific time period.
- RRR. Visible Emissions: Any emissions containing particulate asbestos material that are visually detectable without the aid of instruments. This does not include condensed uncombined water vapor.
- SSS. Washroom: A room between the work area and the holding area in the equipment decontamination enclosure system. The washroom comprises an airlock.
- TTT. 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 or diluted removal encapsulant and afterwards thoroughly decontaminated or disposed of as asbestos-contaminated waste.
- UUU. Wiping: Final cleanup stage performed after gross asbestos removal where all surfaces are wet cleaned.
- VVV. Work Area: The area where asbestos-related work or removal operations are performed which is defined and/or isolated to prevent the spread of asbestos dust, fibers or debris, and entry by unauthorized personnel. Work area is a Regulated Area as defined by 29 CFR 1926.1101.

WWW. Worker Decontamination Enclosure System: That portion of a decontamination enclosure system designed for controlled passage of workers, and other personnel and authorized visitors, typically consisting of a clean room, a shower room, and an equipment room separated by air locks.

1.5 SPECIFICATION FORMAT AND CONTENT EXPLANATION

- A. This Article is provided to help the user of these Specifications understand the format, language, implied requirements, and similar conventions.
- B. None of the explanations shall be interpreted to modify the substance of Contract requirements.
- C. Specification Format:
 - 1. These Specifications are organized into Divisions, Sections or Trade Headings based on the Construction Specifications Institute's 16-Division format and the MASTERFORMAT numbering system.
 - 2. This organization conforms generally to recognized construction industry practice.
- D. Specification Content:
 - 1. This Specification has been produced employing conventions in the use of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances.
 - 2. These conventions are explained as follows:
 - 3. Language used in the Specifications and other Contract Documents is the abbreviated type. Implied words and meanings will be appropriately interpreted. Singular words will be interpreted as plural and plural words interpreted as singular where applicable and where the full context of the Contract Documents so indicates.
 - 4. Imperative Language is used generally in the Specifications. Requirements expressed imperative are to be performed by the Contractor. At certain locations in the text, for clarity, subjective language is used to describe responsibilities which must be fulfilled indirectly by the Contractor, or by others when so noted.
- E. Assignment of Specialists:
 - 1. The Specification requires that certain specific construction activities shall be performed by specialists who are recognized experts in the operations to be performed.
 - 2. The specialists must be engaged for those activities, and the assignments are requirements over which the Contractor has no choice or option.
 - 3. The ultimate responsibility for fulfilling Contract requirements remains with the Contractor.

4. This requirement should not be interpreted to conflict with enforcement of building codes or regulations governing the work. It is also not intended to interfere with local trade union jurisdictional settlements and similar conventions.
5. Trades: Use of titles such as "carpentry" is not intended to imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.

1.6 DRAWING SYMBOLS

- A. Graphic symbols used on the Drawings are those recognized in the construction industry for purposes indicated. Where not otherwise noted, symbols are defined by "Architectural Graphic Standards", published by John Wiley & Sons, Inc., seventh edition.
- B. Graphic symbols used on mechanical and electrical Drawings are generally aligned with symbols recommended by ASHRAE. Where appropriate, they are supplemented by more specific symbols recommended by technical associations including ASME, ASPE, IEEE and similar organizations. Refer instances of uncertainty to the Owner's Representative for clarification before proceeding.

1.7 INDUSTRY STANDARDS

- A. Applicability of Standards:
 1. Except where Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into Contract Documents.
 2. Such standards are made a part of the Contract Documents by reference.
 3. Individual Sections indicate which codes and standards the Contractor must keep available at the Project Site for reference.
- B. Referenced industry standards: take precedence over standards that are not referenced but recognized in the construction industry as applicable.
- C. Unreferenced industry standards: are not directly applicable to the work, except as a general requirement of whether the work complies with recognized construction industry standards.
- D. Publication Dates: Where compliance with an industry standard is required, comply with standard in effect as of date of Contract Documents.
- E. Updated Standards: At the request of the Owner's Representative, Contractor or authority having jurisdiction, submit a Change Order proposal where applicable code or standard has been revised and reissued after the date of the Contract Documents and before performance of Work affected. The Owner's Representative will decide whether to issue a Change Order to proceed with the updated standard.
- F. Conflicting Requirements:

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

G. Minimum Quantities or Quality Levels:

1. In every instance the quantity or quality level shown or specified shall be the minimum to be provided or performed.
2. The actual installation may comply exactly, within specified tolerances, with the minimum quantity or quality specified, or it may exceed that minimum within reasonable limits.
3. In complying with these requirements, indicated numeric values are minimum or maximum values, as noted, or appropriate for the context of the requirements.
4. Refer instances of uncertainty to the Owner's Representative for decision before proceeding.

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

1. Where copies of standards are needed for performance of a required construction activity, the Contractor shall obtain copies directly from the publication source.
2. Although copies of standards needed for enforcement of requirements may be part of required submittals, the Owner's Representative reserves the right to require the Contractor to submit additional copies as necessary for enforcement of requirements.

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

AIHA
American Industrial Hygiene Association
Wolf Ledges Parkway
Akron, OH 44311

AIA
American Institute of Architects
New York Ave. NW
Washington, DC 20006

ANSI
American National Standards Institute

1430 Broadway
New York, NY 10018

ASHRAE
American Society for Heating, Refrigerating, and Air Conditioning Engineers
Tullie Circle NE
Atlanta, GA 30329

ASME
American Society of Mechanical Engineers
East 47th Street
New York, NY 10017

ASPE
American Society of Plumbing Engineers
Thousand Oaks Boulevard, Suite 210
Westlake, CA 91362

ASTM
American Society for Testing and Materials
Race St.
Philadelphia, PA 19103

AWCI
Association of the Wall and Ceiling Industries-International
K Street, NW
Washington, DC 20002

CFR
Code of Federal Regulations
Available from Government Printing Office;
Washington, DC 20402
(usually first published in Federal Register)

CGA
Compressed Gas Association
Jefferson Davis Highway
Arlington, VA 22202

CS
Commercial Standard of NBS
(Dept. of Commerce)
Government Printing Office
Washington, DC 20402

DOT

Department of Transportation
Seventh St., SW
Washington, DC 20590

EPA
Environmental Protection Agency
M St., SW
Washington, DC 20460

FS
Federal Specification (General Services Admin.)
Obtain from your Regional GSA Office, or purchase from GSA Specifications Unit
(WFSIS)
7th and D Streets, S.W.
Washington, DC 20406
or 2140

GA
Gypsum Association
Orrington Ave.
Evanston; IL 60201

GSA
General Services Administration
F St. and 18th St., NW
Washington, DC 20405

IEEE
Institute of Electrical and Electronic Engineers
E. 47th Street
New York, NY 10017

MIL
Military Standardization Documents
Dept. of Defense)
Naval Publications and Forms Center
Tabor Ave.
Philadelphia, PA 19120

NBS
National Bureau of Standards
Dept. of Commerce)
Gaithersburg, MD 20234

NEC
National Electrical Code (by NFPA)

NFPA

National Fire Protection Association
Batterymarch Park
Quincy, MA 02269

NRCA
National Roofing Contractors Association
River Road
Rosemont, IL 60018

OSHA
Occupational Safety & Health Administration
(Dept. of Labor)
Government Printing Office
Washington, DC 20402

PS
Product Standard of NBS
(Dept. of Commerce)
Government Printing Office
Washington, DC 20402

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

UL
Underwriters Laboratories
Pfungsten Rd.
Northbrook, IL 60062

1.8 Trade Union Jurisdictions:

- A. The Contractor shall maintain, and require subcontractors to maintain, complete current information on jurisdictional matters, regulations and pending actions, as applicable to construction activities.
- B. The manner in which Contract Documents have been organized and subdivided is not intended to indicate of trade union or jurisdictional agreements.
- C. Discuss new developments at project meetings at the earliest feasible dates. Record relevant information and actions agreed upon.
- D. Assign and subcontract construction activities, and employ tradesmen and laborers in a manner that will not unduly risk jurisdictional disputes that could result in conflicts, delays, claims and losses.

1.9 SUBMITTALS:

- A. Permits, Licenses and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the work.

END OF SECTION - 01091

SECTION 01091 - DEFINITIONS AND STANDARDS (ASBESTOS)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 SUMMARY

- A. **General Explanation:** A substantial amount of specification language constitutes definitions for terms found in other contract documents, including the drawings. (Drawings must be recognized as diagrammatic in nature and not completely descriptive of the requirements indicated thereon.) Certain terms used in Contract Documents are defined in this article.
- B. **General Requirements:** The provisions or requirements of Division-1 sections apply to entire work of Contract and, where so indicated, to other elements which are included in project.

1.3 DEFINITIONS:

- A. **General:** Definitions contained in this Article are not necessarily complete, but are general to the extent that they are not defined more explicitly elsewhere in the Contract Documents.
- B. **Addenda:** Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Bidding Documents or the Technical Specifications.
- C. **Agreement:** The written agreement between Owner and Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.
- D. **Application for Payment:** The form accepted by Owner's Representative which is to be used by Contractor in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.
- E. **Approve:** The term "approved," where used in conjunction with the Owner's Representative's action on the Contractor's submittals, applications, and requests, is limited to the responsibilities and duties of the Architect stated in General and Supplementary Conditions. Such approval shall not release the Contractor from responsibility to fulfill Contract Document requirements, unless otherwise provided in the Contract Documents.
- F. **Bid:** The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- G. **Bonds:** Bid, performance and payment bonds and other instruments of security.
- H. **Change Order:** A document recommended by the Owner's Representative, which is signed by Contractor and Owner and authorizes an addition, deletion or revision in the Work, or

an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of Agreement.

- I. Directed: Terms such as "directed", "requested", "authorized", "selected", "approved", "required", and "permitted" mean "directed by the Owner's Representative", "requested by the Owner's Representative", and similar phrases. However, no implied meaning shall be interpreted to extend the Owner's Representative's responsibility into the Contractor's area of construction supervision.
- J. The term "experienced," when used with the term "Installer" means having a minimum of 5 previous Projects similar in size and scope to this project, and familiar with the precautions required, and has complied with requirements of the authority having jurisdiction.
- K. Furnish: The term "furnish" is used to mean "supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, and similar operations."
- L. General Superintendent: This is the Contractor's Representative at the work site. This person will generally be the Competent Person required by OSHA in 29 CFR 1926.1101.
- M. Indicated: This term refers to graphic representations, notes or schedules on the Drawings, or other Paragraphs or Schedules in Specifications, and similar requirements in Contract Documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used, it is to help locate the reference; no limitation on location is intended except as specifically noted.
- N. Install: The term "install" is used to describe operations at project site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations."
- O. Installer: An "Installer" is an entity engaged by the Contractor, either as an employee, subcontractor or sub- subcontractor for performance of a particular construction activity, including installation, erection, application and similar operations. Installers are required to be experienced in the operations they are engaged to perform.
- P. Notice of Award: The written notice by Owner, or by Owner's Representative in Owner's behalf, to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, Owner will sign and deliver the Agreement.
- Q. Notice to Proceed: A written notice given by Owner, or Owner's Representative in Owner's behalf, to Contractor (with a copy to Owner's Representative) fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform Contractor's obligations under the Contract Documents.
- R. Owner's Representative: This is the entity described as the "Environmental Consultant" or "Consultant" in all areas of these Contract documents and Technical specifications. All references to Environmental Consultant or Consultant in the Contract Documents in all cases refer to the Owner's Representative. The Owner's Representative will represent the Owner during abatement activities and until final payment is due. The Owner's Representative will advise and consult with the Owner. The Owner's instructions to the Contractor will be forwarded through the Owner's Representative.
- S. Project Administrator:

1. This is the entity described as the "Project Representative" in AIA Document A201 "General Conditions of the Contract for Construction," or is the entity described as "Engineer" in Engineers Joint Contract Document Committee (EJCDC) Document 1910-8 "Standard General Conditions of the Construction Contract."
 2. The Project Administrator is a full time representative of the Owner at the job site with authority to stop the work upon verbal order if requirements of the Contract Documents are not met, or if in the sole judgment of the Project Administrator, Owner's Representative, Owner, the interests of the Owner, safety of any person or the Owner's property are jeopardized by the work.
- T. Project Site is the space available to the Contractor for performance of the work, either exclusively or in conjunction with others performing other construction as part of the project. The extent of the project site is shown on the Drawings, and may or may not be identical with the description of the land upon which the project is to be built.
- U. Provide: The term "provide" means "to furnish and install, complete and ready for the intended use."
- V. Regulation: The term "Regulations" includes laws, statutes, ordinances and lawful orders issued by authorities having jurisdiction, as well as rules, conventions and agreements within the construction industry that control performance of the Work, whether they are lawfully imposed by authorities having jurisdiction or not.
1. Substantial Completion: The Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer as evidenced by Engineer's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part), (1) can be used for the purposes for which it is intended, (2) all pay items in the schedule of unit prices are complete, (3) all remaining work, if any, be considered by the Owner's Representative to be minor items; or if there be no such certificate issued, when final payment is due in accordance with these Contract Documents. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.
- W. Testing Laboratories: A "testing laboratory" is an independent entity engaged to perform specific inspections or tests, either at the project site or elsewhere, and to report on, and, if required, to interpret, results of those inspections or tests.
1. Work: The entire complete construction, or abatement, or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, or abatement, all as required by the Contract Documents.
- 1.4 DEFINITIONS RELATIVE TO ASBESTOS ABATEMENT:
- A. Abatement: The Procedure to control fiber release from asbestos-containing building materials. Activities include removal, encapsulation, and enclosure.
 - B. ACM: Asbestos-Containing Material.

- C. Accredited or Accreditation (when referring to a person or laboratory): A person or laboratory accredited in accordance with section 206 of Title II of the Toxic Substances Control Act (TSCA).
- D. Acoustical Insulation: The general application or use of asbestos for the control of sound due to its lack of reverberant surfaces.
- E. Acoustical tile: A finishing material in a building usually found in the ceiling or walls for the purpose of noise control.
- F. Aerosol: A system consisting of particles, solid or liquid, suspended in air.
- G. Aggressive Sampling: Air sampling which takes place after final cleanup while the air is being physically agitated to produce a "worst case" situation.
- H. Air Cell: Insulation normally used on pipes and duct work that is comprised of corrugated cardboard which is frequently comprised of asbestos combined with cellulose or refractory binders.
- I. Air Diffuser: A device designed to disperse an air stream throughout a given area.
 - 1. Air Filtration Unit (AFU): Usually refers to machines used to provide ventilation and a negative static pressure differential within a completely enclosed asbestos work area. An AFU usually consists of the following: A fan system to draw air through a special set of filters - a gross prefilter, an intermediate filter and a HEPA filter - and exhaust clean air to the outside. AFUs are rated by the amount of air that can be drawn through them in a given amount of time, which is expressed in cubic feet of air per minute (e.g. 2,000 CFM). Loaded or clogged filters can seriously affect the displacement volume capability or efficiency of these devices.
- J. Air Lock: A system for permitting ingress and egress with minimum air movement between a contaminated area and an uncontaminated area.
- K. Air Monitoring: The process of measuring the fiber content of a specific volume of air in a stated period of time.
- L. Air Plenum: Any space used to convey air in a building or structure. The space above a suspended ceiling is often used as an air plenum.
- M. Air Purifying Respirator: A respirator that relies on filters to remove a particular contaminant(s) from the ambient air. They include both negative pressure and powered respirators. No type of air purifying respirator will protect the wearer from low oxygen atmospheres.
- N. Airline Respirator: A respirator that is connected to a compressed breathing air source by a hose.
- O. Ambient Air: The surrounding air or atmosphere in a given area under normal conditions.
- P. Amended Water: Water to which a surfactant has been added to decrease the surface tension to 35 or less dynes.

- Q. **Amosite:** An asbestiform mineral of the amphibole group containing approximately 50 percent silicon and 40 percent iron oxide, and is made up of straight, brittle fibers, light gray to pale brown in color.
- R. **Approved Landfill:** A site for the disposal of asbestos-containing and other hazardous wastes that has been given EPA approval.
- S. **Asbestos:** The asbestiform varieties of serpentine (chrysotile), riebeckite (crocidolite), cummingtonite-grunerite, anthophyllite, and actinolite-tremolite. For purposes of determining respiratory and worker protection both the asbestiform and non-asbestiform varieties of the above minerals and any of these materials that have been chemically treated and/or altered shall be considered as asbestos.
- T. **Asbestos Abatement Contractor:** The Contractor designated in the contract documents as being responsible to the Owner for the control or abatement of asbestos-containing materials.
- U. **Asbestos-Containing Material (ACM):** Any material containing more than 1% by weight of asbestos of any type or mixture of types, as determined by the Environmental Protection Agency's Interim Method.
- V. **Asbestos-Containing Building Material (ACBM):** Surfacing ACM, thermal system insulation ACM, or miscellaneous ACM that is found in or on interior structural members or other parts of a building.
- W. **Asbestos-Containing Waste Material:** Any material which is or is suspected of being or any material contaminated with an asbestos-containing material which is to be removed from a work area for disposal.
- X. **Asbestos Control:** Minimizing the generation of airborne asbestos fibers until a permanent solution is developed.
- Y. **Asbestos Debris:** Pieces of ACBM that can be identified by color, texture, or composition, or means dust, if the dust is determined by an accredited inspector to be ACM.
- Z. **Asbestos Exposure Assessment System:** A decision tool which can be used to determine the extent of the asbestos hazard that exists in a building, and which can also be used to develop corrective actions.
- AA. **Authorized Visitor:** The Owner, the Owner's Representative, the Consultant, the Consultant's inspector or representative, or any representative of a federal, state, county or local agency having jurisdiction over the project while acting in an official capacity. Any person whose name appears upon an approved authorized visitor's list. The testing lab personnel, the Architect/Engineer, or emergency personnel.
- BB. **Barrier:** Any surface that seals off the work area to inhibit the movement of fibers.
- CC. **Breathing Zone:** A hemisphere forward of the shoulders with a radius of approximately 6 to 9 inches.
- DD. **Ceiling Concentration:** The concentration of an airborne substance that shall not be exceeded.

- EE. Certified Industrial Hygienist (C.I.H.): An industrial hygienist certified in Comprehensive Practice by the American Board of Industrial Hygiene.
- FF. Clean Room: An uncontaminated area or room which is part of the worker decontamination enclosure with provisions for storage of worker's street clothes and protective equipment.
- GG. Curtained Doorway: A device to allow ingress and egress from one room to another while permitting minimal air movement between the rooms, typically constructed by placing two overlapping sheets of plastic over an existing or temporarily framed doorway, and securing the vertical edge of the other sheet along the opposite vertical side of the doorway.
- HH. Decontamination Enclosure System: A series of connected rooms, with curtained doorways between any two adjacent rooms, for the decontamination of workers and of materials and equipment. A decontamination enclosure system always contains at least one airlock.
- II. Differential Air Pressure Equipment: A portable local exhaust system equipped with HEPA filtration and capable of maintaining a constant, low velocity air flow into contaminated areas from adjacent uncontaminated areas.
- JJ. Demolition: The wrecking or taking out of any building component, system, finish or assembly of a facility together with any related handling operations.
- KK. Disposal Bag: A properly labeled 6 mil thick leak-tight plastic bags used for transporting asbestos waste from work and to disposal site.
- LL. Encapsulant: A material that surrounds or embeds asbestos fibers in an adhesive matrix, to prevent release of fibers.
- MM. Bridging encapsulant: an encapsulant that forms a discrete layer on the surface of an in situ asbestos matrix.
- NN. Penetrating encapsulant: an encapsulant that is absorbed by the in situ asbestos matrix without leaving a discrete surface layer.
- OO. Removal encapsulant: a penetrating encapsulant specifically designed to minimize fiber release during removal of asbestos-containing materials rather than for in situ encapsulation.
- PP. Encapsulation: All herein specified procedures necessary to completely enclose asbestos-containing building materials to control the possible release of asbestos fibers into the air.
- QQ. Enclosure: The construction of an air-tight, impermeable, permanent barrier around asbestos-containing material to control the release of asbestos fibers into the air.
- RR. Equipment Decontamination Enclosure: That portion of a decontamination enclosure system designed for controlled transfer of materials and equipment, typically consisting of a washroom and a holding area system designed for controlled transfer of materials and equipment, typically consisting of a washroom and a holding area.
- SS. Equipment Room: A contaminated area or room which is part of the worker decontamination enclosure with provisions for storage of contaminated clothing and equipment.

- TT. Filter: A media component used in respirators to remove solid or liquid particles from the inspired air.
- UU. Fixed Object: A unit of equipment or furniture in the work area which cannot be removed from the work area.
- VV. Friable Asbestos Material: Material that contains more than 1.0% asbestos by weight and that can be crumbled, pulverized, or reduced to powder by hand pressure when dry.
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- AAA. HEPA Filter Vacuum Collection Equipment (or vacuum cleaner): High efficiency particulate air filtered vacuum collection equipment with a filter system capable of collecting and retaining asbestos fibers. Filters should be of 99.97% efficiency for retaining fibers of 0.3 microns or larger.
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- FFF. Negative Pressure Ventilation System: A pressure differential and ventilation system.
- GGG. Personal Monitoring: Sampling of the asbestos fiber concentrations within the breathing zone of an employee.

- HHH. Plant: The tools, machinery, structures, equipment, etc. necessary to perform a mechanical operation, process, or to carry out a business.
- III. Plasticize: To cover floors and walls with plastic sheeting as herein specified.
- JJJ. Pressure Differential and Ventilation System: A local exhaust system, utilizing HEPA filtration capable of maintaining a pressure differential with the inside of the Work Area at a lower pressure than any adjacent area, and which cleans recirculated air or generates a constant air flow from adjacent areas into the Work Area.
- KKK. Protection Factor: The ratio of the ambient concentration of an airborne substance to the concentration of the substance inside the respirator at the breathing zone of the wearer. The protection factor is a measure of the degree of protection provided by a respirator to the wearer.
- LLL. Removal: All herein specified procedures necessary to remove asbestos-containing materials from the designated areas in an appropriate manner and to dispose of these materials at an acceptable site.
- MMM. Repair: Returning damaged ACBM to an undamaged condition or to an intact state so as to prevent fiber release.
- NNN. Respirator: A device designed to protect the wearer from the inhalation of harmful atmospheres.
- OOO. Shower Room: A room between the clean room and the equipment room in the worker decontamination enclosure with hot and cold running water and suitable arranged for complete showering during decontamination.
- PPP. Surfactant: A chemical wetting agent added to water to improve penetration, thus reducing the quantity of water required for a given operation or area.
- QQQ. Time Weighted Average (TWA): The average concentration of a contaminant in air during a specific time period.
- RRR. Visible Emissions: Any emissions containing particulate asbestos material that are visually detectable without the aid of instruments. This does not include condensed uncombined water vapor.
- SSS. Washroom: A room between the work area and the holding area in the equipment decontamination enclosure system. The washroom comprises an airlock.
- TTT. 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 or diluted removal encapsulant and afterwards thoroughly decontaminated or disposed of as asbestos-contaminated waste.
- UUU. Wiping: Final cleanup stage performed after gross asbestos removal where all surfaces are wet cleaned.
- VVV. Work Area: The area where asbestos-related work or removal operations are performed which is defined and/or isolated to prevent the spread of asbestos dust, fibers or debris, and entry by unauthorized personnel. Work area is a Regulated Area as defined by 29 CFR 1926.1101.

WWW. Worker Decontamination Enclosure System: That portion of a decontamination enclosure system designed for controlled passage of workers, and other personnel and authorized visitors, typically consisting of a clean room, a shower room, and an equipment room separated by air locks.

1.5 SPECIFICATION FORMAT AND CONTENT EXPLANATION

- A. This Article is provided to help the user of these Specifications understand the format, language, implied requirements, and similar conventions.
- B. None of the explanations shall be interpreted to modify the substance of Contract requirements.
- C. Specification Format:
1. These Specifications are organized into Divisions, Sections or Trade Headings based on the Construction Specifications Institute's 16-Division format and the MASTERFORMAT numbering system.
 2. This organization conforms generally to recognized construction industry practice.
- D. Specification Content:
1. This Specification has been produced employing conventions in the use of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances.
 2. These conventions are explained as follows:
 3. Language used in the Specifications and other Contract Documents is the abbreviated type. Implied words and meanings will be appropriately interpreted. Singular words will be interpreted as plural and plural words interpreted as singular where applicable and where the full context of the Contract Documents so indicates.
 4. Imperative Language is used generally in the Specifications. Requirements expressed imperative are to be performed by the Contractor. At certain locations in the text, for clarity, subjective language is used to describe responsibilities which must be fulfilled indirectly by the Contractor, or by others when so noted.
- E. Assignment of Specialists:
1. The Specification requires that certain specific construction activities shall be performed by specialists who are recognized experts in the operations to be performed.
 2. The specialists must be engaged for those activities, and the assignments are requirements over which the Contractor has no choice or option.
 3. The ultimate responsibility for fulfilling Contract requirements remains with the Contractor.

4. This requirement should not be interpreted to conflict with enforcement of building codes or regulations governing the work. It is also not intended to interfere with local trade union jurisdictional settlements and similar conventions.
5. Trades: Use of titles such as "carpentry" is not intended to imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.

1.6 DRAWING SYMBOLS

- A. Graphic symbols used on the Drawings are those recognized in the construction industry for purposes indicated. Where not otherwise noted, symbols are defined by "Architectural Graphic Standards", published by John Wiley & Sons, Inc., seventh edition.
- B. Graphic symbols used on mechanical and electrical Drawings are generally aligned with symbols recommended by ASHRAE. Where appropriate, they are supplemented by more specific symbols recommended by technical associations including ASME, ASPE, IEEE and similar organizations. Refer instances of uncertainty to the Owner's Representative for clarification before proceeding.

1.7 INDUSTRY STANDARDS

- A. Applicability of Standards:
 1. Except where Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into Contract Documents.
 2. Such standards are made a part of the Contract Documents by reference.
 3. Individual Sections indicate which codes and standards the Contractor must keep available at the Project Site for reference.
- B. Referenced industry standards: take precedence over standards that are not referenced but recognized in the construction industry as applicable.
- C. Unreferenced industry standards: are not directly applicable to the work, except as a general requirement of whether the work complies with recognized construction industry standards.
- D. Publication Dates: Where compliance with an industry standard is required, comply with standard in effect as of date of Contract Documents.
- E. Updated Standards: At the request of the Owner's Representative, Contractor or authority having jurisdiction, submit a Change Order proposal where applicable code or standard has been revised and reissued after the date of the Contract Documents and before performance of Work affected. The Owner's Representative will decide whether to issue a Change Order to proceed with the updated standard.
- F. Conflicting Requirements:

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

G. Minimum Quantities or Quality Levels:

1. In every instance the quantity or quality level shown or specified shall be the minimum to be provided or performed.
2. ~~The actual installation may comply exactly, within specified tolerances, with the~~ minimum quantity or quality specified, or it may exceed that minimum within reasonable limits.
3. In complying with these requirements, indicated numeric values are minimum or maximum values, as noted, or appropriate for the context of the requirements.
4. Refer instances of uncertainty to the Owner's Representative for decision before proceeding.

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

1. Where copies of standards are needed for performance of a required construction activity, the Contractor shall obtain copies directly from the publication source.
2. Although copies of standards needed for enforcement of requirements may be part of required submittals, the Owner's Representative reserves the right to require the Contractor to submit additional copies as necessary for enforcement of requirements.

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

AIHA
American Industrial Hygiene Association
Wolf Ledges Parkway
Akron, OH 44311

AIA
American Institute of Architects
New York Ave. NW
Washington, DC 20006

ANSI
American National Standards Institute

1430 Broadway
New York, NY 10018

ASHRAE
American Society for Heating, Refrigerating, and Air Conditioning Engineers
Tullie Circle NE
Atlanta, GA 30329

ASME
American Society of Mechanical Engineers
East 47th Street
New York, NY 10017

ASPE
American Society of Plumbing Engineers
Thousand Oaks Boulevard, Suite 210
Westlake, CA 91362

ASTM
American Society for Testing and Materials
Race St.
Philadelphia, PA 19103

AWCI
Association of the Wall and Ceiling Industries-International
K Street, NW
Washington, DC 20002

CFR
Code of Federal Regulations
Available from Government Printing Office;
Washington, DC 20402
(usually first published in Federal Register)

CGA
Compressed Gas Association
Jefferson Davis Highway
Arlington, VA 22202

CS
Commercial Standard of NBS
(Dept. of Commerce)
Government Printing Office
Washington, DC 20402

DOT

Department of Transportation
Seventh St., SW
Washington, DC 20590

EPA
Environmental Protection Agency
M St., SW
Washington, DC 20460

FS
Federal Specification (General Services Admin.)
Obtain from your Regional GSA Office, or purchase from GSA Specifications Unit
(WFSIS)
7th and D Streets, S.W.
Washington, DC 20406
or 2140

GA
Gypsum Association
Orrington Ave.
Evanston, IL 60201

GSA
General Services Administration
F St. and 18th St., NW
Washington, DC 20405

IEEE
Institute of Electrical and Electronic Engineers
E. 47th Street
New York, NY 10017

MIL
Military Standardization Documents
Dept. of Defense)
Naval Publications and Forms Center
Tabor Ave.
Philadelphia, PA 19120

NBS
National Bureau of Standards
Dept. of Commerce)
Gaithersburg, MD 20234

NEC
National Electrical Code (by NFPA)

NFPA

National Fire Protection Association
Batterymarch Park
Quincy, MA 02269

NRCA
National Roofing Contractors Association
River Road
Rosemont, IL 60018

OSHA
Occupational Safety & Health Administration
(Dept. of Labor)
Government Printing Office
Washington, DC 20402

PS
Product Standard of NBS
(Dept. of Commerce)
Government Printing Office
Washington, DC 20402

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

UL
Underwriters Laboratories
Pfungsten Rd.
Northbrook, IL 60062

1.8 Trade Union Jurisdictions:

- A. The Contractor shall maintain, and require subcontractors to maintain, complete current information on jurisdictional matters, regulations and pending actions, as applicable to construction activities.
- B. The manner in which Contract Documents have been organized and subdivided is not intended to indicate of trade union or jurisdictional agreements.
- C. Discuss new developments at project meetings at the earliest feasible dates. Record relevant information and actions agreed upon.
- D. Assign and subcontract construction activities, and employ tradesmen and laborers in a manner that will not unduly risk jurisdictional disputes that could result in conflicts, delays, claims and losses.

1.9 SUBMITTALS:

- A. **Permits, Licenses and Certificates:** For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the work.

END OF SECTION - 01091

SECTION 01301 - SUBMITTALS (ASBESTOS)

PART 1 - GENERAL

The term Owner's Representative and Consultant are one in the same and may be used interchangeably in these documents.

1.1 RELATED DOCUMENTS

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

1.2 GENERAL

- A. Make submittals required by the Contract Documents and revise and resubmit as necessary to establish compliance with the specified requirements.
- B. The Contractor may require his subcontractors to provide drawings, setting diagrams, and similar information to help coordinate the Work, but such data shall remain between the Contractor and his subcontractors and will not be reviewed by the Consultant.

1.3 SUMMARY

- A. This Section specifies administrative and procedural requirements for submittals required for performance of the Work, including:
 - 1. Contractor's construction schedule.
 - 2. Submittal schedule.
 - 3. Daily construction reports.
 - 4. Shop Drawings.
 - 5. Product Data.
 - 6. Samples.
 - 7. Miscellaneous Submittals
- B. Administrative Submittals: Refer to other Division-1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:
 - 1. Permits
 - 2. Applications for payment
 - 3. Performance and payment bonds
 - 4. Insurance certificates
 - 5. List of Subcontractors
- C. The Schedule of Values submittal is included in Section "Applications for Payment."

1.4 SUBMITTAL PROCEDURES

A. Coordination:

1. Prior to each submittal, carefully review and coordinate all aspects of each item being submitted.
2. Verify that each item and the submittal for it conform in all respects with the specified requirements. By affixing the Contractor's signature to each submittal, certify that this coordination has been performed.
3. Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
4. The Owner's Representative reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

B. Processing:

1. Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for resubmittals.
2. Allow two weeks for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Owner's Representative will promptly advise the Contractor when a submittal being processed must be delayed for coordination.
3. If an intermediate submittal is necessary, process the same as the initial submittal.
4. Allow two weeks for reprocessing each submittal.
5. No extension of Contract Time will be authorized because of failure to transmit submittals to the Owner's Representative sufficiently in advance of the work to permit processing.

C. Submittal Preparation:

1. Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
2. Provide a space approximately 4" x 5" on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.
3. Include the following information on the label for processing and recording action taken:
 - a) Project name.
 - b) Date.
 - c) Name and address of Owner's Representative.
 - d) Name and address of Contractor.
 - e) Name and address of subcontractor.
 - f) Name and address of supplier.

- g) Name of manufacturer.
- h) Number and title of appropriate Specification Section.
- i) Drawing number and detail references, as appropriate.

D. Submittal Transmittal:

1. Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Owner's Representative using a transmittal form. Submittals received from sources other than the Contractor will be returned without action.
2. On the transmittal record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.

E. Transmittal Form:

1. Use AIA Document G 810.
2. Substitutions:
 - a) The Contract is based on the standards of quality established in the Contract Documents. Substitutions will be considered only when listed at the time of bidding, on the form provided therefore in the bidding documents, and when substantiated by Contractor's submittal of required data within 5 calendar day after award of the Contract.
 - b) The following products do not require further approval except for interface with the Work:
 - (i) Products specified by reference to standard specifications such as ASTM and similar standards.
 - (ii) Products specified by manufacturer's name and catalog number.
 - c) Do not substitute materials, equipment, or methods unless such substitution has been specifically approved in writing for this Work by the Consultant.
 - d) Or Equal. Where the phrase "or equal", or "or equal as approved by the Consultant", occurs in the Contract Documents, do not assume that the materials, equipment, or methods will be approved as equal unless the item has been specifically so approved for this Work by the Consultant.

1.5 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Schedule:

1. Provide proposed detailed schedule including work dates, work shift time, number of employees, dates of start and completion including dates of preparation work, removals and final inspection dates.

2. Coordinate the Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests and other schedules.

B. Work Stages:

1. Indicate important stages of construction for each major portion of the work, including testing and installation.
2. Include indication of start and finish times for the following:
 - a) Non-asbestos demolition.
 - b) Preparation of the Work Area.
 - c) Asbestos removal.
 - d) Clearance testing.
 - e) Substantial Completion.

C. Cost Correlation:

1. At the head of the schedule, provide a two item cost correlation line, indicating "precalculated" and "actual" costs. On the line show dollar-volume of work performed as of the dates used for preparation of payment requests.

D. Distribution:

1. Following response to the initial submittal, print and distribute copies to the Owner's Representative, Owner, subcontractors, and other parties required to comply with scheduled dates.
2. Post copies in the Project Administrator's field office, project meeting room and temporary field office.

1.6 SUBMITTAL SCHEDULE

A. Listing:

1. At the end of this section is a listing of the principal submittals required for the work. This listing is not necessarily complete, nor does the listing reflect the significance of each submittal requirement. The listing is included only for the convenience of users of the Contract Documents.
2. After review and action on the Contractor's construction schedule, prepare a complete schedule of submittals. Submit the schedule of submittals within 10 days of the date required for establishment of the Contractor's construction schedule.
3. Coordinate submittal schedule with the list of subcontracts, schedule of values and the list of products as well as the Contractor's construction schedule.
4. Prepare the submittal schedule in chronological order; include submittals required before start of construction. Provide the following information:
 - a) Scheduled date for the first submittal.

- b) Related Section number.
- c) Submittal category.
- d) Name of subcontractor.
- e) Description of the part of the work covered.
- f) Scheduled date for resubmittal.
- g) Scheduled date the Owner's Representative's final release or approval.

B. Distribution:

- 1. Following response to initial submittal, print and distribute copies to the Owner's Representative, Owner, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the project meeting room and field office.
- 2. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the work and are no longer involved in construction activities.

C. Schedule Updating:

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

1.7 SHOP DRAWINGS

A. Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not considered Shop Drawings.

B. Shop Drawings include fabrication and installation drawings, schedules, and similar drawings. Include the following information:

- 1. Dimensions.
- 2. Identification of products and materials included.
- 3. Compliance with specified standards.
- 4. Notation of coordination requirements.
- 5. Notation of dimensions established by field measurement.

C. Sheet Size: Submit Shop Drawings on sheets at least 8-1/2" x 11" but no larger than 36" x 48".

D. Initial Submittal: Submit one correctable translucent reproducible print and one blue- or black-line print for the Owner's Representative's review; the reproducible print will be returned.

E. Final Submittal: Submit 3 blue- or black-line prints; 2 prints will be retained; the remainder will be returned.

- 1. One of the prints returned shall be marked-up and maintained as a "Record Document".

2. Do not use Shop Drawings without an appropriate final stamp indicating action taken in connection with construction.
3. Coordination drawings are a special type of Shop Drawing that show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or function as intended.
4. Preparation of coordination Drawings is specified in section "Project Coordination" and may include components previously shown in detail on Shop Drawings or Product Data.
5. Submit coordination Drawings for integration of different construction elements. Show sequences and relationships of separate components to avoid conflicts in use of space.

1.8 PRODUCT DATA

- A. Collect Product Data into a single submittal.
 1. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, standard wiring diagrams and performance curves.
 2. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings."
 3. Mark each copy to show applicable choices and options.
 4. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:
 - a) Manufacturer's printed recommendations.
 - b) Compliance with recognized trade association standards.
 - c) Compliance with recognized testing agency standards.
 - d) Application of testing agency labels and seals.
 - e) Notation of dimensions verified by field measurement.
 - f) Notation of coordination requirements.
 5. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
- B. Preliminary Submittal: Submit a preliminary single-copy of Product Data where selection of options is required.
- C. Submittals:
 1. Submit 3 copies of each required submittal.
 2. The Owner's Representative will retain two, and will return the one marked with action taken and corrections or modifications required.
 3. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.

D. Distribution:

1. Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities.
2. Show distribution on transmittal forms.
3. Do not proceed with installation until a final submittal is in the installer's possession.
4. Do not permit use of unmarked copies of Product Data in connection with construction.

1.9 SAMPLES

1. Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials.
 - a) Generic description of the Sample.
 - b) Sample source.
 - c) Product name or name of manufacturer.
 - d) Compliance with recognized standards.
 - e) Availability and delivery time.
2. Submit Samples for review of kind, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
3. Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation and similar construction characteristics.
4. Field Samples specified in individual Sections are special types of Samples. Field Samples are full-size examples erected on site to illustrate finishes, coatings, or finish materials and to establish the standard by which the Work will be judged.
5. Comply with submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.

1.10 MISCELLANEOUS SUBMITTALS:

A. Material Safety Data Sheets:

1. Process material safety and data sheets as "product data." MSDS's shall be submitted to OEHS before any work commences.

B. Standards:

1. Where submittal of a copy of standards is indicated, and except where copies of standards are specified as an integral part of a "Product Data" submittal, submit a single copy of standards for the Owner's Representative's use. Where

workmanship, whether at the project site or elsewhere is governed by a standard, furnish additional copies of the standard to fabricators, installers and others involved in the performance of the work.

C. Closeout Submittals:

1. Refer to section "Project Closeout" and to individual sections of these specifications for specific submittal requirements of project closeout information.

D. Record Documents:

1. Furnish set of original documents as maintained on the project site.
2. Provide 2 photographic copies of marked-up drawings along with original marked-up record drawings, which, at the Contractor's option, may be reduced to not less than half size.

1.11 OWNER'S REPRESENTATIVE'S ACTION

- A. Except for submittals for record, information or similar purposes, where action and return is required or requested, the Owner's Representative will review each submittal, mark to indicate action taken, and return promptly.
1. Review by the Consultant does not relieve the Contractor from responsibility for errors which may exist in the submitted data. Compliance with specified characteristics is the Contractor's responsibility.
 2. If the Contractor considers any required revision to be a change, he shall so notify the Consultant.

1.12 REIMBURSEMENT OF ENGINEER'S COSTS.

- A. In the event substitutions are proposed to the Consultant after the Contract has been awarded, the Consultant will record all time and expenses incurred in the evaluation of each such proposed substitution.
- B. Whether or not the Consultant approves a proposed substitution, the Contractor promptly upon receipt of the Consultant's billing shall reimburse the Consultant at the rate of 2-1/2 times the direct cost to the Consultant for all time and expenses spent evaluating the proposed substitutions.

1.13 IDENTIFICATION OF SUBMITTALS

- A. Consecutively number all submittals.
1. When material is resubmitted for any reason, transmit under a new letter of transmittal and with a new transmittal number.
 2. On resubmittals, cite the original submittal number for reference.
- B. Accompany each submittal with a letter of transmittal showing all information required for identification and checking.

- C. On at least the first page of each submittal, and elsewhere as required for positive identification, show the submittal number in which the item was included.
- D. Maintain an accurate submittal log for the duration of the Work, showing current status of all submittals at all times. Make the submittal log available to the Consultant for review upon request.

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION (Not Applicable).

END OF SECTION 01301

SUBMITTAL CHECKLIST

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

01013 Summary of Work - Asbestos Abatement/Demolition

Before Start of Work:

- Plan of Action
- Pre-construction Inspection

01043 Project Coordination - Asbestos Abatement/Demolition

Before Start of Work:

- Contingency Plans
- Telephone Numbers
- Notifications sent to other entities at the work site.
- Notifications sent to emergency service agencies.
- Resume: of general superintendent.
- Accreditation: of accreditation of general superintendent
- Staff Names:

Periodically During Work:

- Daily Logs
- Event Reports
- Accident Reports
- Discovered Condition Reports

01091 Definitions and Standards - Asbestos Abatement/Demolition

Before Start of Work:

None

Periodically During Work:

None

01092 Codes, Regulations, and Standards - Asbestos Abatement/Demolition

Before Start of Work:
State Regulations
Local Regulations
Licenses
Notifications
Permits

Periodically During Work:
None

01301 Submittals

Before Start of Work:
Contractors Construction Schedule
Submittal Schedule

Periodically During Work:
Progress photographs
Record Documents

01503 Temporary Facilities - Asbestos Abatement/Demolition

Before Start of Work:
Scaffolding
Hot water heater
Decontamination Unit Sub-panel
Ground Fault Circuit Interrupters (GFCI)
Lamps and Light Fixtures
Temporary Heating Units
Temporary Cooling Units
Self-Contained Toilet Units: Product Data, Sub-contractor
First Aid Supplies
Fire Extinguishers: product data, location schedule

Periodically During Work:
None

01513 Temporary Pressure Differential & Air Circulation System

Before Start of Work:
Pressure Differential System Design
HEPA Filtered Fan Units: Product data
Monitoring Equipment: Product data
Auxiliary Generator: Product data
Power Switch: Product data
Auxiliary Power System: Shop Drawing

Periodically During Work:
Pressure Differential Monitoring Results

01526 Temporary Enclosures

Before Start of Work:
Strippable Coatings: Product data
Strippable Coatings: Test report on ASTM E84 test

Strippable Coatings: Manufacturer's installation instructions. Strippable Coatings:
Material Safety Data Sheet
Spray Cement: Product data
Spray Cement: Manufacturer's installation instructions
Spray Cement: Material Safety Data Sheet
Sheet Plastic: Test reports on NFPA 701 test
Signs: Samples

Periodically During Work:

Inspection report prior to applying strippable coating
Photograph of existing damage prior to applying coatings
Test Patches of strippable coating

01527 Regulated Areas

Before Start of Work:

HEPA Filtered Vacuum Cleaners: product data
Signs: samples
Warning Tape: samples

Periodically During Work:

None

01560 Worker Protection

Before Start of Work:

AHERA Accreditation: for each worker
State and Local License: for each worker
Historic Airborne Fiber Data
Certificate Worker Acknowledgment: for each worker
Training Program: course outline
Report from Medical Examination: of each worker
Notarized Certifications
Biological Monitoring Examination: of each worker

Periodically During Work:

None

01562 Respiratory Protection

Before Start of Work:

Product Data
NIOSH and MSHA Certifications
Type "C": System Diagram
Type "C": Operating Instruction
Respiratory Protection Program: written manual
Respiratory Protection Program: form at end of section
Historic Airborne Fiber Data
Resume information

Periodically During Work:

None

01563 Decontamination Units

Before Start of Work:

Personnel Decontamination Unit: shop drawing
Equipment Decontamination Unit: shop drawing
Shower Pan: shop drawing
Shower Walls: product data
Shower Head and Controls: product data
Filters: product data
Filters: shop drawing
Hose Bib: product data
Wash Station Shower Stall: product data
Wash Station Shower Stall: shop drawing
Elastomeric membrane: product data
Lumber: product data on fire resistance treatment
Sump Pump: product data
Signs: samples

Periodically During Work:

None

01601 Materials and Equipment - Asbestos Abatement/Demolition

Before Start of Work:

Product List Schedule

Periodically During Work:

None

01632 Product Substitutions - Asbestos Abatement/Demolition

Before Start of Work:

Refer to section

Periodically During Work:

Refer to section

01701 Project Closeout - Asbestos Abatement/Demolition

Before Start of Work:

None

Periodically During Work:

Refer to section

01711 Project Decontamination

Before Start of Work:

None

Periodically During Work:

Fire Test on Lock Back Encapsulants used

01714 Work Area Clearance

None

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02084 Disposal of Asbestos-Containing Waste Material

Before Start of Work:

- Waste Hauler State License
- Waste Hauler Local License
- Name and address of landfill
- Landfill contact person and telephone number
- Name and address of processor
- Processor contact person and telephone number
- Product data on process to be used
- EPA letter on process as a NESHAPS alternative
- Process parameters or operating conditions
- Chain of Custody form
- Waste Manifest Form
- Disposal Bag: samples
- Label Samples.

Periodically During Work:

On a weekly basis: copies of manifests and disposal site receipts.

END OF SUBMITTAL CHECKLIST

SECTION 01410 - AIR MONITORING - TEST LABORATORY SERVICES (ASBESTOS)**PART 1 - GENERAL****1.1 RELATED DOCUMENTS:**

- A. Air Monitoring: during work area clearance is described in Section 01714 Work Area Clearance.

1.2 DESCRIPTION OF THE WORK**A. Not in Contract Sum:**

1. This section describes work being performed by the Owner. This work is not in the Contract Sum.
2. This section describes air monitoring carried out by the owner to verify that the building beyond the work area and the outside environment remains uncontaminated.
3. This section also sets forth airborne fiber levels both inside and outside the work area as action levels, and describes the action required by the Contractor if an action level is met or exceeded.
4. Air monitoring required by OSHA is work of the Contractor and is not covered in this section.

1.3 AIR MONITORING:**A. Work Area Isolation:**

1. The purpose of the Owner's air monitoring is to detect faults in the work area isolation such as:
 - a) Contamination of the building outside of the work area with airborne asbestos fibers,
 - b) Failure of filtration or rupture in the differential pressure system,
 - c) Contamination of air outside the building envelop airborne asbestos fibers.
2. Should any of the above occur immediately cease asbestos abatement activities until the fault is corrected. Do not recommence work until authorized by the Owner's Representative.

- B. Work Area Airborne Fiber Count: The Owner will monitor airborne fiber counts in the Work Area. The purpose of this air monitoring will be to detect airborne asbestos concentrations which may challenge the ability of the Work Area isolation procedures to protect the balance of the building or outside of the building from contamination by airborne fibers.

C. Work area clearance:

1. To determine if the elevated airborne fiber counts encountered during abatement operations have been reduced to an acceptable level, the Owner will sample and analyze air per Section 01714 Work Area Clearance.
2. The Owner will be conducting air monitoring throughout the course of the project.

1.4 STOP ACTION LEVELS:

A. Inside Work Area:

1. Maintain an average airborne count in the Work Area of less than 0.5 fibers per cubic centimeter.
 - a) If the fiber counts rise above this figure for any sample taken, revise work procedures to lower fiber counts.
 - b) If the Time Weighted Average (TWA) fiber count for any work shift or 8 hour period exceeds 0.5 fibers per cubic centimeter, stop all work, leave Pressure Differential System in operation and notify Owner's Representative.
 - c) After correcting cause of high fiber levels, do not recommence work for 24 hours unless otherwise authorized, in writing, by Owner's Representative.
2. If airborne fiber counts exceed 2.0 fibers per cubic centimeter for any period of time cease all work except corrective action until fiber counts fall below 0.5 fibers per cubic centimeter and notify Owner's Representative. After correcting cause of high fiber levels, do not recommence work for 24 hours unless otherwise authorized, in writing, by Owner's Representative.

B. Outside Work Area:

1. If any air sample taken outside of the Work Area exceeds 0.01 fibers/cc, immediately and automatically stop all work except corrective action. The Owner's Representative will determine the source of the high reading and so notify the Contractor in writing.
2. If the high reading occurs, initiate the following actions:
 - a) Decontaminate the affected area in accordance with Section 01711 Cleaning & Decontamination Procedures.
 - b) Require that respiratory protection as set forth in Section 01562 Respiratory Protection be worn in affected area until area is cleared for reoccupancy in accordance with Section 01714 Work Area Clearance.

C. Effect on Contract Sum:

1. Complete corrective work with no change in the Contract Sum if high airborne fiber counts were caused by Contractor's activities.
2. The Contractor will be responsible for all PCM and TEM samples collected in response to all fiber counts outside the work area.
3. TEM samples will be collected to clear outside areas affected by high fiber counts. All TEM samples collected due to high fiber counts will be paid for by the abatement contractor.

D. Fibers Counted:

1. The following procedure will be used to resolve any disputes regarding fiber types when a project has been stopped due to excessive airborne fiber counts.

E. Large Fibers:

1. "Airborne Fibers" referred to above include all fibers regardless of composition as counted by phase contrast microscopy (PCM), unless additional analysis by

transmission or scanning electron microscopy demonstrates to the satisfaction of the Owner's Representative that non-asbestos fibers are being counted.

2. "Airborne Fibers" counted in samples analyzed by scanning or transmission electron microscopy shall be asbestos fibers, greater than 5 microns in length and greater than 0.25 microns in diameter.
3. For purposes of stop action levels, subsequent to analysis by electron microscopy, the number of "Airborne Fibers" shall be determined by multiplying the number of fibers, regardless of composition, counted by PCM by a number equal to asbestos fibers counted divided by all fibers counted in the electron microscopy analysis.

- F. Small Structures: "Airborne Fibers" referred to above include asbestos structures (fibers, bundles, clusters or matrices) of any diameter and any length greater than 0.5 microns.

1.5 ANALYTICAL METHODS:

- A. The following methods will be used by the Owner in analyzing filters used to collect air samples.
1. Phase Contrast Microscopy (PCM) will be performed using the NIOSH 7400 method. This analysis will be carried out at the job site.
 2. Transmission Electron Microscopy will be performed using the analysis method set forth in the AHERA regulation 40 CFR Part 763 Appendix A.

1.6 SAMPLE VOLUMES:

- A. General:
1. The number and volume of air samples taken by the Owner will be in accordance with the following schedule. Sample volumes given may vary depending upon the analytical method used.
 2. Additional samples may be taken at Owner's or Owner's Representatives discretion. If airborne fiber counts exceed allowed limits additional samples will be taken as necessary to monitor fiber levels.

1.7 LABORATORY TESTING:

- A. The services of a testing laboratory will be employed by the Owner to perform phase contrast microscopy laboratory analyses of the air samples. A microscope and technician will be setup at the job site, so that verbal reports on air samples can be obtained immediately. The Contractor will have access to all air monitoring tests and results.

1.8 ADDITIONAL TESTING:

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

1.9 PERSONAL MONITORING:

- A. Owner will not be performing air monitoring to meet Contractor's OSHA requirements for personnel sampling or any other purpose.

END OF SECTION - 01410

SECTION 01503 - TEMPORARY FACILITIES (ASBESTOS)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 DESCRIPTION OF REQUIREMENTS:

- A. General: Provide temporary connection to existing building utilities or provide temporary facilities as required herein or as necessary to carry out the work.

1.3 SUBMITTALS

- A. Before the Start of Work: Submit the following to the Owner's Representative for review. Begin no work until these submittals are returned with Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use or final-but-restricted use.
- B. Scaffolding: submit list of rolling and fixed scaffolding intended for use on the project. Submit sufficient detail to indicate compliance with applicable worker safety regulations or other requirements.
- C. Hot water heater: Submit manufacturers name, model number, size in gallons, heating capacity, power requirements.
- D. Decontamination Unit Sub-panel: Submit product data.
- E. Ground Fault Circuit Interrupters (GFCI): Submit product data.
- F. Lamps and Light Fixtures: Submit product data.
- G. Self-Contained Toilet Units: Provide product data and name of sub-contractor to be used for servicing self-contained toilets. Submit method to use for servicing. A minimum of one self-contained Toilet Unit shall be provided for every 15 workers. Units shall be serviced at least once a week, more often if required because of use or odor.
- H. First Aid Supplies: Provide list of contents of first aid kit. Submit in form of check list.
- I. Fire Extinguishers: Provide product data. Submit schedule indicating location at job site.

PART 2 - PRODUCTS

2.1 MATERIALS AND EQUIPMENT:

- A. General: Provide new or used materials and equipment that are undamaged and in serviceable condition. Provide only materials and equipment that are recognized as being suitable for the intended use, by compliance with appropriate standards.

2.2 SCAFFOLDING:

- A. Provide all scaffolding, ladders and/or staging, etc. as necessary to accomplish the work of this contract. Scaffolding may be of suspension type or standing type such as metal tube and coupler, tubular welded frame, pole or outrigger type or cantilever type. The type, erection and use of all scaffolding shall comply with all applicable OSHA provisions.
 - 1. Equip rungs of all metal ladders, etc. with an abrasive non-slip surface.
 - 2. Provide a nonskid surface on all scaffold surfaces subject to foot traffic.
- B. The Contractor shall adhere to all OSHA regulations and standards with regard to ladders, scaffolds, and work platforms. He shall also follow proper decontamination procedures when removing said devices from the work area.

2.3 WATER SERVICE:

- A. Temporary Water Service Connection: All connections to the Owner's water system shall include backflow protection. Valves shall be temperature and pressure rated for operation of the temperatures and pressures encountered. After completion of use, connections and fittings shall be removed without damage or alteration to existing water piping and equipment. Leaking or dripping valves shall be piped to the nearest *active* drain or located over an existing *active* sink or grade where water will not damage existing finishes or equipment.
- B. Water Hoses: Employ heavy-duty abrasion-resistant hoses with a pressure rating greater than the maximum pressure of the water distribution system to provide water into each work area and to each Decontamination Unit. Provide fittings as required to allow for connection to existing wall hydrants or spouts, as well as temporary water heating equipment, branch piping, showers, shut-off nozzles and equipment.
- C. Hot Water Heater: Provide UL rated 40 gallon electric hot water heater to supply hot water for the Decontamination Unit shower. Activate from 30 amp circuit breaker located within the Decontamination Unit subpanel. Provide with relief valve compatible with water heater operation; pipe relief valve down to drip pan on floor with type L copper. Drip pans shall consist of a 12" X 12" X 6" deep pan, made of 19 gauge galvanized steel, with handles. A 3-quart kitchen saucepan may be substituted for this purpose. Drip pan shall be securely fastened to the hot water heater with bailing wire or similar material. Wiring of the hot water heater shall be in compliance with NEMA, NECA, and UL standards.

2.4 ELECTRICAL SERVICE:

- A. General: Comply with applicable NEMA, NECA and UL standards and governing regulations for materials and layout of temporary electric service. Due to the extreme conditions present during abatement activities, the Contractor is responsible for assuring work areas are safe from electrical hazards. An adequate Ground Fault Circuit Interrupter (GFCI) system shall be used as required in the National Electrical Code. Contractor must also supply power for Consultant's sampling pumps, fans, and leaf blower using GFCIs.

- B. **Temporary Power:** Provide service to Decontamination Unit subpanel with minimum 60 amp, 2 pole circuit breaker or fused disconnect connected to the building's main distribution panel. Subpanel and disconnect shall be sized and equipped to accommodate all electrical equipment required for completion of the work.
- C. **Voltage Differences:** Provide identification warning signs at power outlets which are other than 110-120 volt power. Provide polarized outlets for plug-in type outlets, to prevent insertion of 110-120 volt plugs into higher voltage outlets. Dry type transformers shall be provided where required to provide voltages necessary for work operations.
- D. **Ground Fault Protection:** Equip all circuits for any purpose entering Work Area with ground fault circuit interrupters (GFCI). Locate GFCI's exterior to Work Area so that all circuits are protected prior to entry to Work Area. Provide circuit breaker type ground fault circuit interrupters (GFCI) equipped with test button and reset switch for all circuits to be used for any purpose in work area, decontamination units, exterior, or as otherwise required by national electrical code, OSHA or other authority. Locate in panel exterior to Work Area.
- E. **Electrical Power Cords:** Use only grounded extension cords; use "hard-service" cords where exposed to abrasion and traffic. Use single lengths or use waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach areas of work.
- F. **Lamps and Light Fixtures:** Provide general service incandescent lamps or fluorescent lamps of wattage indicated or required for adequate illumination as required by the work or this section. Protect lamps with guard cages or tempered glass enclosures, where fixtures are exposed to breakage by construction operations. Provide vapor tight fixtures in work area and decontamination units. Provide exterior fixtures where fixtures are exposed to the weather or moisture.

2.5 TEMPORARY HEAT:

- A. **Heating Units:** Provide temporary heating units that have been tested and labeled by UL, FM or another recognized trade association related to the fuel being consumed. Use steam or hot water radiant heat where available, and where not available use electric resistant fin radiation supplied from a branch circuit with ground fault circuit interrupter.

2.6 FIRST AID:

- A. **First Aid Supplies:** Comply with governing regulations and recognized recommendations within the construction industry.

2.7 FIRE EXTINGUISHERS:

- A. **Fire Extinguishers:** Provide Type "A" fire extinguishers for temporary offices and similar spaces where there is minimal danger of electrical or grease-oil-flammable liquid fires. In other locations the following shall apply:
 1. Fire extinguishers, 10A60BC type, will be required in the work areas at a rate of one per 1,000 square feet, or within 75 feet of anywhere in the work area.
 2. The minimum number of fire extinguishers will be one in the contained work area and one in the clean area.

3. Smoke detectors of the battery powered ionization type will be required at a rate of one per 5,000 square feet.
4. The minimum number of smoke detectors will be one in the clean room and one adjacent to each differential pressure machine.
5. Smoking, cooking appliances, heaters, etc. are prohibited in and around the work area, including the clean room.

2.8 REQUIREMENTS:

- A. It shall be the responsibility of the Contractor to fully comply with all federal (including OSHA), state, and local requirements during the course of this project.

PART 3 - EXECUTION

3.1 SCAFFOLDING:

- A. During the erection and/or moving of scaffolding, care must be exercised so that the polyethylene floor covering is not damaged.
- B. Clean as necessary debris from non-slip surfaces.
- C. At the completion of abatement work clean all construction aids within the work area, wrap in one layer of 6 mil polyethylene sheet and seal before removal from the Work Area.

3.2 INSTALLATION, GENERAL:

- A. General: Use qualified tradesmen for installation of temporary services and facilities. Locate temporary services and facilities where they will serve the entire project adequately and result in minimum interference with the performance of the Work.
 1. Require that tradesmen accomplishing this work be licensed as required by local authority for the work performed.
 2. Relocate, modify and extend services and facilities as required during the course of work so as to accommodate the entire work of the project.

3.3 WATER SERVICE:

- A. General: Water connection (without charge) to Owner's existing potable water system is limited to one 3/4" pipe-size connection, and a maximum flow of 10 gpm to cold water supply. Install using vacuum breakers or other backflow preventer as required by local authority. Supply hot and cold water to the Decontamination Unit.
 1. Maintain hose connections and outlet valves in leakproof condition. Where finish work below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize the possibility of water damage. Drain water promptly from pans as it accumulates.

3.4 ELECTRICAL SERVICE:**A. General:**

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

B. Lockout:

1. Lockout all existing power to or through the work area as described below. Unless specifically noted otherwise existing power and lighting circuits to the Work Area are not to be used. All power and lighting to the Work Area and Decontamination facilities are to be provided from temporary electrical panel described below.
 - a) Lockout power to Work Area by switching off all breakers serving power or lighting circuits in work area. Label breakers with tape over breaker with notation "DANGER circuit being worked on". Lock panel and have all keys under control of Contractor's Superintendent or Owner's designated Representative.
 - b) Lockout power to circuits running through Work Area wherever possible by switching off all breakers serving these circuits. Label breakers with tape over breaker with notation "DANGER circuit being worked on". Sign and date danger tag. Lock panel and supply keys to Contractor, Owner and Owner's Representative. If circuits cannot be shut down for any reason, label at intervals 4'-0" on center with tags reading, "DANGER live electric circuit. Electrocution hazard."

C. Temporary Electrical Panel:

1. Provide temporary electrical panel sized and equipped to accommodate all electrical equipment and lighting required by the work.
2. Connect temporary panel to existing building electrical system.
3. Protect with circuit breaker or fused disconnect.
4. Locate temporary panel as directed by Owner or Owner's Representative.

D. Power Distribution System:

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

E. Circuit Protection:

1. Protect each circuit with a ground fault circuit interrupter (GFCI) of proper size located in the temporary panel.
2. Do not use outlet type GFCI devices.

F. Temporary Wiring:

1. In the Work Area shall be type UF non-metallic sheathed cable located overhead and exposed for surveillance.
2. Do not wire temporary lighting with plain, exposed (insulated) electrical conductors.

3. Provide liquid tight enclosures or boxes for wiring devices.

G. Number of Branch Circuits:

1. Provide sufficient branch circuits as required by the work. All branch circuits are to originate at temporary electrical panel. At minimum provide the following:
 - a) One Circuit for each HEPA filtered fan unit
 - b) For power tools and task lighting, provide one temporary 4-gang outlet in the following locations. Provide a separate 110-120 Volt, 20 Amp circuit for each 4-gang outlet (4 outlets per circuit).
 - One outlet in the work area for each 2500 square feet of work area
 - One outlet at each decontamination unit, located in equipment room
 - c) 110-120 volt 20 amp branch circuits with 4-gang outlet for Owner's exclusive use while conducting air sampling during the work as follows:
 - One in each work area
 - One at clean side of each Decontamination Unit.
 - One at each exhaust location for HEPA filtered fan units
 - d) 110-120 volt 20 amp branch circuits with 4-gang outlet for Owner's exclusive use for conducting final air sampling as set forth in Section 01714 Work Area Clearance as follows:
 - Five inside work area
 - Two outside work area in location designated by Owner's Representative

3.5 TEMPORARY LIGHTING:

A. Lockout:

1. Lock out all existing power to lighting circuits in Work Area as described in section 01526 Temporary Enclosures. Unless specifically noted otherwise existing lighting circuits to the Work Area are not to be used. All lighting to the Work Area and Decontamination facilities is to be provided from temporary electrical panel described above.
2. Provide the following or equivalent where natural lighting or existing building lighting does not meet the required light level:
 - a) One 200-watt incandescent lamp per 1000 square feet of floor area, uniformly distributed, for general construction lighting, or equivalent illumination of a similar nature. In corridors and similar traffic areas provide one 100-watt incandescent lamp every 50 feet. In stair ways and at ladder runs, provide one lamp minimum per story, located to illuminate each landing and flight. Provide sufficient temporary lighting to ensure proper workmanship everywhere; by combined use of daylight, general lighting, and portable plug-in task lighting.
3. Provide lighting in areas where work is being performed as required to supply a 100 foot candle minimum light level.
4. Provide lighting in any area being subjected to a visual inspection as required to supply a 100 foot candle minimum light level.
5. Provide lighting in the Decontamination Unit as required to supply a 50 foot candle minimum light level.
6. Number of Lighting Circuits: Provide sufficient lighting circuits as required by the work. All lighting circuits are to originate at temporary electrical panel.
7. Circuit Protection: Protect each circuit with a ground fault circuit interrupter (GFCI) of proper size located in the temporary panel.

3.6 TEMPORARY HEAT:

A. General:

1. Provide temporary heat where indicated or needed for performance of the Work.
2. Maintain a minimum temperature of 70 degrees F. where finished work has been installed.
3. Maintain a minimum temperature of 75 degrees F. in the shower of the decontamination unit.
4. Maintain a minimum temperature of 70 degrees F. in the Work Area at all times that work is going on. At all other times and at completion of removal work, but before start of reconstruction work, maintain a minimum temperature of 50 degrees F.

3.7 PROJECT ADMINISTRATOR'S FIELD OFFICE:

A. Project Administrator's Field Office:

1. Provide air conditioned, heated office space near the Work Area for professional person, suitably finished, furnished, equipped, locked, heated, naturally ventilated, lighted and wired with electrical power, not less than 250 sq. ft. floor area.
2. Equip office with 1 telephone line and 1 telephone, and not less than 2 duplex convenience power outlets.
3. In addition to 1 desk, 1 four drawer file cabinet and 3 chairs, furnish office with one 36" X 96" plan table, and one 24" X 48" work table near electrical power outlet.
4. Provide portable office or use a suitable room as designated by Owner and relocate or add equipment as required to meet the above requirements.

3.8 SANITARY FACILITIES:

A. Toilets:

1. Use of the Owner's existing toilet facilities, as indicated, will not be permitted

3.9 FIRE EXTINGUISHERS:

A. Fire Extinguishers:

1. Comply with the applicable recommendations of NFPA Standard 10 "Standard for Portable Fire Extinguishers".
2. Locate fire extinguishers where they are most convenient and effective for their intended purpose, but provide not less than one extinguisher in each Work Area in Equipment Room and One outside Work Area in Clean Room.

END OF SECTION - 01503

SECTION 01513 - TEMPORARY PRESSURE DIFFERENTIAL AND AIR CIRCULATION SYSTEM
(ASBESTOS)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 MONITORING

- A. Continuously monitor and record the pressure differential between the Work Area and the area outside of the Work Area with a monitoring device incorporating a continuous recorder (e.g. strip chart).

1.3 SUBMITTALS

A. Before Start of Work:

1. Submit design of pressure differential system to the Owner's Representative for review.
2. Do not begin work until submittal is returned with the Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use.
3. Include in the submittal at a minimum:
 - a) Number of HEPA filtered fan units required and the calculations necessary to determine the number of machines;
 - b) Description of projected air flow within Work Area and methods required to provide adequate air flow in all portions of the work area;
 - c) Anticipated pressure differential across Work Area enclosures;
 - d) Description of methods of testing for correct air flow and pressure differentials;
 - e) Manufacturer's product data on the HEPA filtered fan units to be used;
 - f) Location of the machines in the Work Area;
 - g) Method of supplying adequate power to the machines and designation of building electrical panel(s) which will be supplying the power;
 - h) Description of work practices to insure that airborne fibers travel away from workers;
 - i) Manufacturer's product data on equipment used to monitor pressure differential between inside and outside of Work Area; and
 - j) MSDS's on all substances to be used.

B. On a daily basis:

1. Submit printout from pressure differential monitoring equipment.
2. Mark printout with date and start of time for each day.
3. Use printout paper that indicates elapsed time in intervals no greater than hours. Indicate on each days printout, time of starting and stopping abatement work, type of work in progress, breaks for lunch or other purposes, periods of stop work, and filter changes.
4. Cut printout into segments by day, attach to 8 1/2" by 11" paper.
5. Label with project name, contractors name and date.

1.4 QUALITY ASSURANCE:

- A. Monitor pressure differential at Personnel and Equipment Decontamination Units with a differential pressure meter equipped with a continuous recorder. Meter shall be equipped with a warning buzzer which will sound if pressure differential drops below 0.02" of water.

PART 2 - PRODUCTS

2.1 HEPA FILTERED FAN UNITS:

A. General:

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

B. Cabinet:

1. Constructed of durable materials able to withstand damage from rough handling and transportation. Where necessary, the width of the cabinet should be less than 30 inches to fit through standard-size doorways.
2. Provide units whose cabinets are:
- a) Factory-sealed to prevent asbestos-containing dust from being released during use, transport, or maintenance;
 - b) Arranged to provide access to and replacement of all air filters from intake end; and
 - c) Mounted on casters or wheels.

C. Fans:

1. Rate capacity of fan according to usable air-moving capacity under actual operating conditions.

D. HEPA Filters:

1. Provide units whose final filter is the HEPA type with the filter media (folded into closely pleated panels) completely sealed on all edges with a structurally rigid frame.
2. Provide units with a continuous rubber gasket located between the filter and the filter housing to form a tight seal.
3. Provide HEPA filters that are individually tested and certified by the manufacturer to have an efficiency of not less than 99.97 percent when challenged with 0.3 um dioctylphthalate (DOP) particles when tested in accordance with Military Standard Number 282 and Army Instruction Manuai 136-300-175A. Provide filters that bear a UL586 label to indicate ability to perform under specified conditions.
4. Provide filters that are marked with: the name of the manufacturer, serial number, air flow rating, efficiency and resistance, and the direction of test air flow.
5. Prefilters, which protect the final filter by removing the larger particles, are required to prolong the operating life of the HEPA filter. Two stages of prefiltration are required. Provide units with the following prefilters:

- a) First-stage prefilter: low-efficiency type (e.g., for particles 100 um and larger); and
- b) Second-stage (or intermediate) filter: medium efficiency (e.g., effective for particles down to 5 um)
- c) Provide units with prefilters and intermediate filters installed either on or in the intake grid of the unit and held in place with special housings or clamps.

E. Instrumentation:

1. Provide units equipped with:
2. Magnehelic gauge or manometer to measure the pressure drop across filters and indicate when filters have become loaded and need to be changed;
3. A table indicating the usable air-handling capacity for various static pressure readings on the Magnehelic gauge affixed near the gauge for reference, or the Magnehelic reading indicating at what point the filters should be changed, noting Cubic Feet per Minute (CFM) air delivery at that point; and

- a) Elapsed time meter to show the total accumulated hours of operation.
- F. Safety and Warning Devices:** Provide units with the following safety and warning devices:
- a) Electrical (or mechanical) lockout to prevent fan from operating without a HEPA filter;
 - b) Automatic shutdown system to stop fan in the event of a rupture in the HEPA filter or blocked air discharge;
 - c) Warning lights to indicate normal operation (green), too high a pressure drop across the filters (i.e., filter overloading) (yellow), and too low of a pressure drop (i.e., rupture in HEPA filter or obstructed discharge) (red); and
 - d) Audible alarm if unit shuts down due to operation of safety systems.

G. Electrical components:

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

PART 3 - EXECUTION

3.1 PRESSURE DIFFERENTIAL ISOLATION

- A.** Isolate the Work Area from all adjacent areas or systems of the building with a Pressure Differential that will cause a movement of air from outside to inside at any breach in the physical isolation of the Work Area.
- B.** Relative Pressure in Work Area:
1. Continuously maintain the work area at an air pressure that is lower than that in any surrounding space in the building, or at any location in the immediate proximity outside of the building envelope. This pressure differential when measured across any physical or critical barrier must equal or exceed a static pressure of 0.04 inches of water.
 2. Accomplish the pressure differential by exhausting a sufficient number of HEPA filtered fan units from the work area. The number of units required will depend on machine characteristics, the seal at barriers, and required air circulation. The number of units will increase with increased make-up air or leaks into the Work

Area. Determine the number of units required for pressure isolation by the following procedure:

- a) Establish required air circulation in the work area, personnel and equipment decontamination units;
- b) Establish isolation by increased pressure in adjacent areas or as part of seals where required; and
- c) Exhaust a sufficient number of units from the work area to develop the required pressure differential.
- d) The required number of units is the number determined above plus one additional unit.

3. Vent HEPA filtered fan units to outside of building unless authorized in writing by Owner's Representative.

- a) Mount units to exhaust directly or through disposable ductwork.
- b) Use only new ductwork except for sheet metal connections and elbows.
- c) Use ductwork and fittings of same diameter or larger than discharge connection on fan unit.
- d) Use inflatable, disposable plastic ductwork in lengths not greater than 100 feet.
- e) Use spiral wire-reinforced flex duct in lengths not greater than 50 feet.
- f) Arrange exhaust as required to inflate duct to a rigidity sufficient to prevent flapping.
- g) If direction of discharge from fan unit is not aligned with duct use sheet metal elbow to change direction. Use six feet of spiral wire reinforced flex duct after direction change.

3.2 AUXILIARY GENERATOR

- A. Provide auxiliary diesel or gasoline-powered generator located outside of the building in a location protected from the weather.
- B. Arrange so that if a power failure occurs the generator automatically starts and supplies power to all of the HEPA filtered fan units and temporary lighting in operation.

3.3 AIR CIRCULATION IN THE WORK AREA:

- A. Air Circulation: For purposes of this section air circulation refers to either the introduction of outside air to the Work Area or the circulation and cleaning of air within the Work Area.
- B. Air circulation in the Work Area is a minimum requirement intended to help maintain airborne fiber counts at a level that does not significantly challenge the work area isolation measures. The Contractor may also use this air circulation as part of the engineering controls in his worker protection program.
 1. Determining the Air Circulation Requirements: Provide a fully operational air circulation system supplying a minimum of 4 air changes per hour.
 2. Determine Number of Units needed to achieve required air circulation according to the following procedure:
 - a) Determine the volume in cubic feet of the work area by multiplying floor area by ceiling height.
 - b) Determine total air circulation requirement in cubic feet per minute (CFM) for the work area by dividing this volume by the air change rate and multiplying by 60.

- c) Air Circulation Required in Cubic Feet of Air per Minute (CFM) is determined by:

$$\{\text{Volume of work area (cu. ft.)}\} \times \{\text{Number of air changes per hour}\} \\ \text{(minutes per hour)}$$

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

Number of Units Needed is determined by the followed equation:

$$\frac{\text{Air circulation Requirement(CFM)}}{\text{Capacity of Unit with Loaded Filters (CFM)}}$$

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

3.4 EXHAUST SYSTEM:

- A. Pressure differential isolation and air circulation in the Work Area are to be accomplished by an exhaust system as described below.
1. Exhaust all units from the Work Area to meet air circulation requirement of this section.
 2. Location of HEPA Filtered Fan Units: Locate fan unit(s) so that makeup air enters work area primarily through decontamination facilities and traverses Work Area as much as possible. This may be accomplished by positioning the HEPA filtered fan unit(s) at a maximum distance from the worker access opening or other makeup air sources.
 3. Place End of Unit an intake duct or its exhaust duct through an opening in the plastic barrier or wall covering. Seal plastic around the unit or duct with tape.
 4. Vent to Outside of Building, unless authorized in writing by the Owner's Representative.
 5. Decontamination Units: Arrange Work Area and decontamination units so that the majority of make up air comes through the Decontamination Units. Use only personnel or equipment Decontamination Unit at any time and seal the other so that make up air passes through unit in use.
 6. Supplemental Makeup Air Inlets:
 - a) Provide where required for proper air flow through the Work Area in location approved by the Owner's Representative by making openings in the plastic sheeting that allow air from outside the building into the Work Area.
 - b) Locate auxiliary makeup air inlets as far as possible from the fan unit(s) (e.g., on an opposite wall), off the floor (preferably near the ceiling), and away from barriers that separate the Work Area from occupied clean areas.
 - c) Cover with flaps to reseal automatically if the pressure differential system should shut down for any reason.
 - d) Spray flap and around opening with spray adhesive so that if flap closes meeting surfaces are both covered with adhesive. Use adhesive that forms contact bond when dry.

3.5 AIR CIRCULATION IN DECONTAMINATION UNITS:

- A. Pressure Differential Isolation: Continuously maintain the pressure differential required for the work area in the:
 - 1. Personnel Decontamination Unit: across the Shower Room with the Equipment Room at a lower pressure than the Clean room.
 - 2. Equipment Decontamination Unit: across the Holding Room with the Wash Room at a lower pressure than the Clean Room.
- B. Air Circulation: Continuously maintain air circulation in Decontamination Units at same level as required for Work Area.
- C. Air Movement:
 - 1. Arrange air circulation through the Personnel Decontamination Unit so that it produces a movement of air from the Clean Room through the Shower Room into the Equipment Room.
 - 2. Maintain continuous minimum velocities of Sixty (60) feet per minute in the breathing zone area of the shower and thirty (30) feet per minute in all other locations of the shower.

3.6 USE OF THE PRESSURE DIFFERENTIAL AND AIR CIRCULATION SYSTEM:

- A. General: Each unit shall be serviced by a dedicated minimum 115V-20A circuit with ground fault circuit interrupter (GFCI) supplied from temporary power supply. Do not use existing branch circuits to power fan units.
- B. Testing the System: Test pressure differential system before any asbestos-containing material is wetted or removed. After the Work Area has been prepared, the decontamination facility set up, and the fan unit(s) installed, start the unit(s) (one at a time). Demonstrate operation and testing of pressure differential system to Owner's Representative.
 - 1. Demonstrate Condition of Equipment for each HEPA filtered fan unit and pressure differential monitoring equipment including proper operation of the following:
 - a) Squareness of HEPA filter;
 - b) Condition of seals;
 - c) Proper operation of all lights;
 - d) Proper operation of automatic shut down if exhaust is blocked;
 - e) Proper operation of alarms;
 - f) Proper operation of magnehelic gauge; and
 - g) Proper operation and calibration on pressure monitoring equipment.
 - 2. Demonstrate Operation of the pressure differential system to the Owner's Representative will include, but not be limited to, the following:
 - a) Plastic barriers and sheeting move lightly in toward Work Area;
 - b) Curtain of decontamination units move lightly in toward Work Area;
 - c) Noticeable movement of air through the Decontamination Unit;
 - d) Use smoke tube to demonstrate air movement from Clean Room through Shower Room to Equipment Room;

- e) Use smoke tubes to demonstrate a definite motion of air across all areas in which work is to be performed; and
 - f) Use a differential pressure meter or manometer to demonstrate the required pressure differential at every barrier separating the Work Area from the balance of the building, equipment, ductwork or outside.
3. Modify the Pressure Differential System as necessary to demonstrate successfully the above.

C. Use of System During Abatement Operations:

1. Start fan units before beginning work (before any asbestos-containing material is disturbed). After abatement work has begun, run units continuously to maintain a constant pressure differential and air circulation until decontamination of the work area is complete. Do not turn off units at the end of the work shift or when abatement operations temporarily stop.
2. Do not shut down air pressure differential system during encapsulating procedures, unless authorized by the Owner's Representative in writing. Supply sufficient pre-filters to allow frequent changes.
3. Start abatement work at a location farthest from the fan units and proceed toward them. If an electric power failure occurs, immediately stop all abatement work, seal off all containment openings, and do not resume abatement until power is restored and fan units are operating again.
4. At completion of abatement work, allow fan units to run as specified under section 01711, to remove airborne fibers that may have been generated during abatement work and cleanup and to purge the Work Area with clean makeup air. The units may be required to run for a longer time after decontamination, if dry or only partially wetted asbestos material was encountered during any abatement work.

D. Dismantling the System:

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

END OF SECTION - 01513

SECTION 01526 - TEMPORARY ENCLOSURES (ASBESTOS)**PART 1 - GENERAL****1.1 RELATED DOCUMENTS:**

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

1.2 SUBMITTALS:

- A. Before Start of Work submit the following to the Owner's Representative for review. Do not begin work until these submittals are returned with the Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use.

1. Strippable Coatings: Submit the following:

- a) Product description including major components and solvents;
- b) Test report on ASTM E84 test of surface burning characteristics;
- c) Manufacturer's installation instructions. Indicate portions applicable to the project and selected assemblies where the manufacturer offers alternatives and
- d) Material Safety Data Sheet: Submit the Material Safety Data Sheet, or equivalent, in accordance with the OSHA Hazard Communication Standard (29 CFR 1910.1200) for strippable coating material proposed for use on the work. Include a separate attachment for each sheet indicating the specific worker protective equipment proposed for use with the material indicated.

2. Spray Adhesive: Submit following:

- a) Product description including major components and solvents;
- b) Manufacturer's installation instructions. Indicate portions applicable to the project; and
- c) Material Safety Data Sheet: Submit the Material Safety Data Sheet, or equivalent, in accordance with the OSHA Hazard Communication Standard (29 CFR 1910.1200) for spray cement material proposed for use on the work. Include a separate attachment for each sheet indicating the specific worker protective equipment proposed for use with the material indicated.

3. Sheet Plastic: For fire retardant plastic submit test reports on NFPA 701 test.

4. Signs: Submit samples of signs to be used.

PART 2 - PRODUCTS

2.1 SHEET PLASTIC:

- A. Polyethylene Sheet: A single polyethylene film in the largest sheet size possible to minimize seams, 4.0 or 6.0 mil thick as indicated, clear, frosted, or black as indicated.
- B. Reinforced Polyethylene Sheet: Where plastic sheet constitutes the only barrier between the work area and the building exterior, provide translucent, nylon reinforced or woven polyethylene, laminated, flame resistant, polyethylene film that conforms to requirements set forth by the National Fire Protection Association Standard 701, Small Scale Fire Test for Flame-resistant Textiles and Films. Provide largest size possible to minimize seams, 4.0 or 6.0 mil thick as indicated, frosted or black as indicated.

2.2 MISCELLANEOUS MATERIALS:

- A. Duct Tape: Provide duct tape in 2" or 3" widths as indicated, with an adhesive which is formulated to stick aggressively to sheet polyethylene.
- B. Spray Cement: Provide spray adhesive in aerosol cans which is specifically formulated to stick tenaciously to sheet polyethylene.

PART 3 - EXECUTION

3.1 SEQUENCE OF WORK:

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

3.2 GENERAL:

- A. Work Area: the location where asbestos-abatement work occurs. It is a variable of the extent of work of the Contract. It may be a portion of a room, a single room, or a complex of rooms. A "Work Area" is considered contaminated during the work, and must be isolated from the balance of the building, and decontaminated at the completion of the asbestos-control work.
 - 1. Completely isolate the Work Area from other parts of the building so as to prevent asbestos-containing dust or debris from passing beyond the isolated area. Should the area beyond the Work Area(s) become contaminated with asbestos-containing dust or debris as a consequence of the work, clean those areas in accordance with the procedures indicated in Section 01711. Perform all such required cleaning or decontamination at no additional cost to owner.
 - 2. Place all tools, scaffolding, staging, etc. necessary for the work in the area to be isolated prior to completion of Work Area isolation.
 - 3. Remove all removable furniture that has been designated uncontaminated by the Contract Documents or Owner's Representative. Also remove uncontaminated equipment, and/or supplies from the Work Area before commencing work, or completely cover with two (2) layers of polyethylene sheeting, at least 6 mil in thickness, securely taped in place with duct tape. Such furniture and equipment

shall be considered outside the work area unless covering plastic or seal is breached.

4. Disable ventilating systems or any other system bringing air into or out of the Work Area. Disable system by disconnecting wires, removing circuit breakers, by lockable switch or other positive means that will prevent accidental premature restarting of equipment.
5. Lockout power to Work Area by switching off all breakers serving power or lighting circuits in work area. Label breakers with tape over breaker with notation "DANGER circuit being worked on". Lock panel and have all keys under control of Contractor's Superintendent or Owner's designated Representative.
6. Lockout power to circuits running through work area wherever possible by switching off all breakers or removing fuses serving these circuits. Label breakers with tape over breaker with notation "DANGER circuit being worked on". Lock panel and have all keys under control of contractor's superintendent or owner's designated representative. If circuits cannot be shut down for any reason, label at intervals 4'-0" on center with tags reading, "DANGER live electric circuit. Electrocutation hazard." Label circuits in hidden locations but which may be affected by the work in a similar manner.

B. Inspection Windows:

1. Install inspection windows in locations shown on the plans or as directed by the Owner's Representative. Each inspection window is to have a 24" X 24" viewing area fabricated from 1/4" acrylic or polycarbonate sheet.
2. Install window with top at 6'-6" above floor height in a manner that provides unobstructed vision from outside to inside of the Work Area.
3. Protect window from damage from scratching, dirt or any coatings used during the work. A sufficient number of windows are to be installed to provide observation of all portions of the Work Area that can be made visible from adjacent areas. Inspection windows that open into uncontrolled area are to be covered with a removable plywood hatch secured by lock and key.
4. Provide keys to Owner's Representative for all such locks.

3.3 EMERGENCY EXITS:

A. Provide emergency exits and emergency lighting as set forth below. Emergency Exits: At each existing exit door from the Work Area provide the following means for emergency exiting:

1. Arrange exit door so that it is secure from outside the Work area but permits exiting from the Work Area;
2. Mark outline of door on Primary and Critical Barriers with luminescent paint at least 1" wide. Hang a razor knife on a string beside outline. Arrange Critical and Primary barriers so that they can be easily cut with one pass of razor knife. Paint words "EMERGENCY EXIT" inside outline with luminescent paint in letters at least one foot high and 2" thick;
3. Provide lighted EXIT sign at each exit; and
4. Provide battery-operated emergency lighting that switches on automatically in the event of a power failure.

3.4 CONTROL ACCESS:

- A. Isolate the Work Area to prevent entry by building occupants into Work Area or surrounding controlled areas. Accomplish isolation by the following:
- B. Submit to Owner's Representative a list of doors and other openings that must be secured to isolate Work Area. Include on list notation if door or opening is in an indicated exit route.
- C. After receiving written authorization from the Owner's Representative lock all doors into Work Area, or, if doors cannot be locked, chain shut. Cover any signs that direct emergency exiting, either outside or inside of Work Area, to locked doors. Do not obstruct doors required for emergency exits from Work Area or from building.
- D. After receiving written authorization from the Owner's Representative: construct partitions or closures across any opening into Work Area.
 - Fabricate partitions from 2 X 4 wood studs with 1/2" plywood on both faces. Brace at 4'-0" on center.
- E. Visual Barrier: Where the Work Area is immediately adjacent to or within view of occupied areas, provide a visual barrier of opaque polyethylene sheeting at least 6 mil in thickness so that the work procedures are not visible to building occupants. Where this visual barrier would block natural light, substitute frosted or woven rip-stop sheet plastic in locations approved by the Owner's Representative.
- F. Immediately inside door and outside critical barriers post an approximately 24 inch by 36 inch manufactured danger sign displaying the following legend with letter sizes and styles of a visibility required by 29 CFR 1926.1101. Provide spacing between respective lines at least equal to the height of the respective upper line.

LEGEND

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

3.5 ALTERNATE METHODS OF ENCLOSURE:

- A. Alternate methods of containing the Work Area may be submitted to the Owner's Representative for approval in accordance with procedures set forth in Section 01632 Product Substitution. Do not proceed with any such method(s) without prior written approval of the Owner's Representative.

3.6 RESPIRATORY AND WORKER PROTECTION:

- A. Before proceeding beyond this point in providing Temporary Enclosures:
 1. Provide Worker Protection per Section 01560
 2. Provide Respiratory Protection per Section 01562
 3. Provide Personnel Decontamination Unit per Section 01563

3.7 CRITICAL BARRIERS:

- A. Completely Separate the Work Area from other portions of the building, and the outside by closing all openings with sheet plastic barriers at least 6 mil in thickness, or by sealing cracks leading out of Work Area with duct tape.
- B. Individually seal all ventilation openings (supply and exhaust), lighting fixtures, clocks, doorways, windows, convectors and speakers, and other openings into the Work Area with duct tape alone or with polyethylene sheeting at least 6 mil in thickness, taped securely in place with duct tape. Maintain seal until all work including Project Decontamination is completed. Take care in sealing of lighting fixtures to avoid melting or burning of sheeting.
- C. Provide Sheet Plastic barriers at least 6 mil in thickness as required to seal openings completely from the Work Area into adjacent areas. Seal the perimeter of all sheet plastic barriers with duct tape or spray cement.
- D. Mechanically Support sheet plastic independently of duct tape or spray cement seals so that seals do not support the weight of the plastic. Following are acceptable methods of supporting sheet plastic barriers. Alternative support methods may be used if approved in writing by the Owner's Representative.
 - 1. Plywood squares 6" x 6" x 3/8" held in place with one 6d smooth masonry nail or electro-galvanized common nail driven through center of the plywood and duct tape on plastic so that plywood clamps plastic to the wall. Locate plywood squares at each end, corner and at maximum 4 feet on centers.
 - 2. Nylon or polypropylene rope or wire with a maximum unsupported span of 10 feet, minimum 1/4" in diameter suspended between supports securely fastened on either side of opening at maximum 1 foot below ceiling. Tighten rope so that it has 2" maximum dip. Drape plastic over rope from outside Work Area so that a two foot long flap of plastic extends over rope into Work Area. Staple or wire plastic to itself 1" below rope at maximum 6" on centers to form a sheath over rope. Lift flap and seal to ceiling with duct tape or spray cement. Seal loop at bottom of flap with duct tape. Erect entire assembly so that it hangs vertically without a "shelf" upon which debris could collect.
- E. Provide Pressure Differential System per Section 01513.
- F. Clean housings and ducts of all overspray materials prior to erection of any Critical Barrier that will restrict access.

3.8 PREPARE AREA:

- A. Scaffolding: If fixed scaffolding is to be used to provide access HEPA vacuum and wet clean area prior to scaffolding installation.
- B. Remove all electrical and mechanical items, such as lighting fixtures, clocks, diffusers, registers, escutcheon plates, etc. which cover any part of the surface to be worked on with the work.
- C. Remove all general construction items such as cabinets, casework, door and window trim, moldings, ceilings, trim, etc., which cover the surface of the work as required to prevent interference with the work. Clean, decontaminate and reinstall all such materials, upon completion of all removal work with materials, finishes, and workmanship to match existing installations before start of work.

- D. Clean all contaminated furniture, equipment, and or supplies with a HEPA filtered vacuum cleaner or by wet cleaning, as specified in Section 01712 Cleaning and Decontamination Procedures, prior to being moved or covered. All equipment, furniture, etc. is to be deemed contaminated unless specifically declared as uncontaminated on the drawings or in writing by the Owner's Representative.
- E. Clean All Surfaces In Work Area with a HEPA filtered vacuum or by wet wiping prior to the installation of primary barrier.

3.9 PRIMARY BARRIER:

- A. Protect building and other surfaces in the Work Area from damage from water and high humidity or from contamination from asbestos-containing debris, slurry or high airborne fiber-levels by covering with a primary barrier as described below.

- B. Sheet Plastic: Protect surfaces in the Work Area with two (2) layers of plastic sheeting on floor and walls, or as otherwise directed on the Contract Drawings or in writing by the Owner's Representative. Perform work in the following sequence.

1. Cover Floor of Work Area with 2 individual layers of clear polyethylene sheeting, each at least 6 mil in thickness, turned up walls at least 12 inches. Form a sharp right angle bend at junction of floor and wall so that there is no radius which could be stepped on causing the wall attachment to be pulled loose. Both spray-glue and duct tape all seams in floor covering. Locate seams in top layer six feet from, or at right angles to, seams in bottom layer. Install sheeting so that top layer can be removed independently of bottom layer.
2. Cover all walls in Work Area including "Critical Barrier" sheet plastic barriers with one layer of polyethylene sheeting, at least 6 mil in thickness, mechanically supported and sealed with duct tape or spray-glue in the same manner as "Critical Barrier" sheet plastic barriers. Tape all joints including the joining with the floor covering with duct tape or as otherwise indicated on the Contract Documents or in writing by the Owner's Representative.
3. Stairs and Ramps: Do not cover stairs or ramps with unsecured sheet plastic. Where stairs or ramps are covered with plastic, provide 3/4" exterior grade plywood treads securely held in place, over plastic. Do not cover rungs or rails with any type of protective materials.
4. Repair of Damaged Polyethylene Sheeting: Remove and replace plastic sheeting which has been damaged by removal operations or where seal has failed allowing water to seep between layers. Remove affected sheeting and wipe down entire area. Install new sheet plastic only when area is completely dry.

3.10 ISOLATION AREA:

- A. Maintain isolation areas between the Work Area and adjacent building area:
 1. In locations shown on the plans.
 2. In unoccupied rooms located between Work Area and adjacent occupied portions of the building.
 3. In locations where separation between Work Area and occupied portions of building is formed by sheet plastic and/or temporary barriers.
 4. Floor below Work Area.

- B. Form isolation area by controlling access to the space in the same manner as a Work Area. Physically isolate the space from the Work Area and adjacent areas. Accomplish physical isolation by:
 - 1. Installing critical barriers in unoccupied space.
 - 2. Erecting a second Critical Barrier a minimum of 3'-0" away from Work Area.

3.11 STOP WORK:

- A. If the Critical or Primary barrier falls or is breached in any manner stop work immediately. Do not start work until authorized in writing by the Owner's Representative.

3.12 EXTENSION OF WORK AREA:

- A. Extension of Work Area: If the Critical Barrier is breached in any manner that could allow the passage of asbestos debris or airborne fibers, then add affected area to the Work Area, enclose it as required by this Section of the specification and decontaminate it as described in Section 01711 Project Decontamination.

3.13 SECONDARY BARRIER:

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

END OF SECTION - 01526

SECTION 01527 - REGULATED AREAS (ASBESTOS)**PART 1 - GENERAL****1.1 RELATED DOCUMENTS:**

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

1.2 RELATED WORK SPECIFIED ELSEWHERE:

- A. Required supervision and OSHA Competent Person: is specified in Section 01043
- B. Worker Protection - Asbestos Abatement: is specified in Section 01560.
- C. Respiratory Protection: is specified in Section 01562.
- D. Wet Decontamination Facilities: are described in Section 01563.

1.3 DESCRIPTION OF WORK:

- A. Work of this section consists of preparing a Regulated Area for work of the following specification sections only. Do not use procedures set forth in this section in connection with any other work.

1.4 SUBMITTALS:

- A. Before the Start of Work: Submit the following to the Owner's Representative for review. Begin no work until these submittals are returned with Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use or final-but-restricted use.
 - 1. HEPA Filtered Vacuum Cleaners: Submit product data.
 - 2. Signs: Submit samples of each type of sign to be used.
 - 3. Warning Tape: Submit samples.

PART 2 - EQUIPMENT:**2.1 HEPA Filter Vacuum Cleaners:**

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering

Nilfisk of America Inc. HEPA Filtered
Great Valley Parkway Vacuums
Malvern, PA 19355

Clayton Associates, Inc. ACE Model HEPA Vacuum
Box 589
Southard Avenue
Farmingdale, NJ 07727

Hako Minuteman
South Route 53
Addison, IL 60101

Hako Minuteman HEPA Vacuums

Vactagon Pneumatic Systems, Inc.
Homestead Place
Bergenfield, NJ 07621

Vaculoader HEPA Vacuum

Pullman-Holt (White) Corporation
PO Box 277
Fultonville, New York 12072

HEPA Filtered Vacuums

2.2 Plastic Sheet:

- A. Plastic Sheet: A single polyethylene film in the largest sheet size possible to minimize seams, 4.0 or 6.0 mil thick as indicated, clear, frosted, or black as indicated.

PART 3 - EXECUTION

3.1 SECURING WORK AREA:

- A. Secure work area from access by occupants, staff or users of the building. Accomplish this where possible, by locking doors, windows, or other means of access to the area, or by constructing temporary wood stud and plywood barriers.

3.2 DEMARCATION OF REGULATED AREA:

- A. Demarcate each Regulated Area with a sheet plastic drop sheet as described below.
- B. Post warning signs that carry the following legends:
- C. Provide signs in both English and Spanish:
1. First Sign:
 - Provide warning signs at each locked door leading to the controlled area reading as follows:
 - Legend Notation

KEEP OUT	3 inch Block
----------	--------------
 2. Second Sign:
 - a) Immediately inside the locked door and outside the controlled area post an approximately 20 inch by 14 inch manufactured caution sign displaying the following legend with letter sizes and styles of a visibility required by 29 CFR 1926:
 - Legend:

DANGER

ASBESTOS

CANCER AND LUNG DISEASE HAZARD

RESPIRATORS AND PROTECTIVE CLOTHING ARE REQUIRED IN THIS AREA

- b) Where the controlled area is in a large area such as on part of a boiler room or open office area, delineate area with 3 inch wide polyethylene ribbon with the printed warning, "CAUTION ASBESTOS REMOVAL". Install this ribbon at between 3 and 4 feet above the floor.

3.3 SCHEDULING:

- A. Contractor's work hours are limited to 7:00 A.M. until 6:00 P.M., Monday through Friday. Contractor shall not work weekends unless approved by Owner. This does not apply to Contractor's 24-hour security and fire watch required during asbestos abatement operations.

3.4 GENERAL PROCEDURES:

- A. The following precautions and procedures have application to work of this section. Workers must exercise caution to avoid release of asbestos fibers into the air:
 - 1. Setup and management of the controlled area is to be under the supervision of a OSHA Competent Person as described in Section 01043 Project Coordination - Asbestos Abatement.
 - 2. Before start of work comply with requirement for worker protection in section 01561, and respiratory protection in section 01562.
 - 3. Do not allow eating, drinking, smoking, chewing tobacco or gum, or applying cosmetics in the Regulated Area.
 - 4. Shut down any air handling equipment bringing air into or out of the Regulated Area.
 - 5. Clean any existing dust or debris from the floor and walls, and other surface in the immediate location of the work prior to commencing work by damp-mopping or by use of a High Efficiency Particulate Air (HEPA) filtered vacuum.
 - 6. Cover floor in vicinity of Work Area and six (6) feet beyond, with 6 mil polyethylene drop sheet. Where work is adjacent to wall, extend drop sheet up wall and secure at ceiling with duct tape. This drop sheet demarcates the boundary of the Regulated Area.
 - 7. Seal all openings, supply and exhaust vents, and convectors within ten (10) feet of the Work Area with 6 mil polyethylene sheeting secured and completely sealed with duct tape.
 - 8. Perform the work per the appropriate specification section while on plastic drop sheet.
 - 9. Immediately remove any asbestos-containing debris which collects on the drop sheet either by using a HEPA vacuum or by spraying with amended water or removal encapsulant, collecting with wet paper towels, placing in a disposal bag while still wet, and cleaning surface of plastic sheet with wet paper towels.
- B. Complete the following at completion of work in an area before stepping off drop sheet:

1. While standing on plastic sheet thoroughly HEPA vacuum ladder and any tools used and pass to worker standing off sheet.
2. Worker standing off the sheet HEPA vacuum thoroughly the worker standing on the sheet.
3. Worker on the sheet thoroughly HEPA vacuum all surfaces of the plastic sheet, bags, and any other items on the sheet including his own feet.
4. If moving to the next Work Area in the same secured area: Worker on the drop sheet is to don clean foot covers, placing each foot, in turn, off the sheet as the foot cover is put on. Remove clean foot covers at the next Work Area while standing on the sheet. Dispose of the used foot covers along with the plastic sheet at completion of work in that area. Do not reuse foot covers to move off the sheet.
5. If work day is complete or if next Work Area is in another secured area: all workers remove paper suits turning them inside out while doing so. The person on the sheet step with each foot off the sheet as the foot covers are removed.
6. Fold sheet and all its contents toward the center.
7. Place the sheet in a properly labeled disposal bag.
8. Neck down the bag and collapse it with the HEPA vacuum.
9. Twist the bag shut, bend over and seal with duct tape by wrapping around bag neck at least 3 times.
10. Clean all surfaces of the Work Area by use of a HEPA filter vacuum until no visible residue remains.
11. At completion of work require all workers to complete wet decontamination procedures in accordance with Section 01560 Worker Protection.

END OF SECTION - 01527

SECTION 01561 - WORKER PROTECTION - ASBESTOS ABATEMENT (ASBESTOS)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 DESCRIPTION OF WORK:

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

1.3 RELATED WORK SPECIFIED ELSEWHERE:

- A. Respiratory Protection: is specified in Section 01562.

1.4 WORKER TRAINING:

- A. AHERA Accreditation: All workers are to be accredited as Abatement Workers as required by the AHERA regulation 40 CFR 763 Appendix C to Subpart E, April 30, 1987.
- B. Texas State License: All workers are to be trained, certified and licensed as required by the Texas Department of Health.
- C. Train, in accordance with 29 CFR 1926, all workers in the dangers inherent in handling asbestos and breathing asbestos dust and in proper work procedures and personal and area protective measures. Include but do not limit the topics covered in the course to the following:
 - 1. Methods of recognizing asbestos
 - 2. Health effects associated with asbestos
 - 3. Relationship between smoking and asbestos in producing lung cancer
 - 4. Nature of operations that could result in exposure to asbestos
 - 5. Importance of and instruction in the use of necessary protective controls, practices and procedures to minimize exposure including:
 - 6. Engineering controls
 - 7. Work Practices
 - 8. Respirators
 - 9. Housekeeping procedures
 - 10. Hygiene facilities
 - 11. Protective clothing
 - 12. Decontamination procedures
 - 13. Emergency procedures
 - 14. Waste disposal procedures
- D. Purpose, proper use, fitting, instructions, and limitations of respirators as required by 29 CFR 1910.134
 - 1. Appropriate work practices for the work
 - 2. Requirements of medical surveillance program
 - 3. Review of 29 CFR 1926
 - 4. Pressure Differential Systems

5. Work practices including hands on or on-job training
6. Personal Decontamination procedures
 - a) Air monitoring, personal and area

1.5 MEDICAL EXAMINATIONS:

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

1.6 SUBMITTALS:

- A. Before Start of Work: Submit the following to the Owner's Representative for review. Do not start work until these submittals are returned with Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use.
- B. AHERA Accreditation: Submit copies of certificates from an EPA-approved AHERA Abatement Workers course for each worker as evidence that each asbestos Abatement Worker is accredited as required by the AHERA Regulation 40 CFR 763 Appendix C to Subpart E, April 30, 1987.
- C. Texas State License: Submit copies of state licenses for each worker as issued by the Texas Department of Health.
- D. Certificate Worker Acknowledgment: Submit an original signed copy of the Certificate of Worker's Acknowledgment found at the end of this section, for each worker who is to be at the job site or enter the Work Area.
- E. Report from Medical Examination: conducted within last 12 months as part of compliance with OSHA medical surveillance requirements for each worker who is to enter the Work Area. Submit, at a minimum, for each worker the following:
 1. Name and Social Security Number
 2. Physicians Written Opinion from examining physician including at a minimum the following:
 - a) Whether worker has any detected medical conditions that would place the worker at an increased risk of material health impairment from exposure to asbestos.
 - b) Any recommended limitations on the worker or on the use of personal protective equipment such as respirators.
 - c) Statement that the worker has been informed by the physician of the results of the medical examination and of any medical conditions that may result from asbestos exposure.
 - d) Copy of information that was provided to physician in compliance with 29 CFR 1926
 - e) Statement that worker is able to wear and use the type of respiratory protection proposed for the project, and is able to work safely in an environment capable of producing heat stress in the worker.
 3. Notarized Certifications: Submit certification signed by an officer of the abatement contracting firm and notarized that exposure measurements, medical surveillance, and worker training records are being kept in conformance with 29 CFR 1926.

PART 2 - EQUIPMENT

2.1 PROTECTIVE CLOTHING:

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

2.2 ENVIRONMENTS DURING COLD WEATHER

A. Cold Weather Gear:

- 1. Provide each worker with an insulated jacket, pants, gloves, and hat.
- 2. Require that cold weather gear be removed in Equipment Room of Personnel Decontamination Unit.
- 3. Dispose of cold weather gear as asbestos waste at completion of all work.

B. Boots:

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

C. Hard Hats:

- 1. Provide head protectives (hard hats) as required by OSHA for all workers, and provide 4 spares for use by Owner's Representative, Project Administrator, and Owner.
- 2. Label hats with same warning labels as used on disposal bags.
- 3. Require hard hats to be worn at all times that work is in progress that may potentially cause head injury.
- 4. Provide hard hats of type with plastic strap type suspension.
- 5. Require hats to remain in the Work Area throughout the work.
- 6. Thoroughly clean, decontaminate and bag hats before removing them from Work Area at the end of the work.

D. Goggles:

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

E. Gloves:

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

2.3 ADDITIONAL PROTECTIVE EQUIPMENT:

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

PART 3 - EXECUTION

3.1 GENERAL:

- A. Provide worker protection as required by the most stringent OSHA and/or EPA standards applicable to the work. The following procedures are minimums to be adhered to regardless of fiber count in the Work Area.
- B. Each time Work Area is entered remove all street clothes in the Changing Room of the Personnel Decontamination Unit and put on new disposable coverall, new head cover, and a clean respirator. Proceed through shower room to equipment room and put on work boots.

3.2 DECONTAMINATION PROCEDURES:

- A. Require all workers to adhere to the following personal decontamination procedures whenever they leave the Work Area:
- B. Type C Supplied Air or Powered Air-Purifying Respirators: Require that all workers use the following decontamination procedure as a minimum requirement whenever leaving the Work Area:
- C. When exiting area, remove disposable coveralls, disposable head covers, and disposable footwear covers or boots in the equipment room.
- D. Still wearing respirators, proceed to showers. Showering is mandatory. Care must be taken to follow reasonable procedures in removing the respirator to avoid asbestos fibers while showering. The following procedure is required as a minimum:
 - 1. Thoroughly wet body including hair and face. If using a Powered Air-Purifying Respirator (PAPR) hold blower unit above head to keep canisters dry.
 - 2. With respirator still in place thoroughly wash body, hair, respirator face piece, and all parts of the respirator except the blower unit and battery pack on a PAPR. Pay particular attention to seal between face and respirator and under straps.
 - 3. Take a deep breath, hold it and/or exhale slowly, completely wet hair, face, and respirator. While still holding breath, remove respirator and hold it away from face before starting to breath.
 - 4. Carefully wash facepiece of respirator inside and out.
 - 5. If using PAPR: shut down in the following sequence, first cap inlets to filter cartridges, then turn off blower unit (this sequence will help keep debris which has collected on the inlet side of filter from dislodging and contaminating the outside of the unit). Thoroughly wash blower unit and hoses. Carefully wash battery pack with wet rag. Be extremely cautious of getting water in battery pack as this will short out and destroy battery.
 - 6. Shower completely with soap and water.
 - 7. Rinse thoroughly.
 - 8. Rinse shower room walls and floor prior to exit.
 - 9. Proceed from shower to Changing Room and change into street clothes or into new disposable work items.
- E. Remote Shower: The procedures above are to be used if the decontamination facility is used as a remote shower. If a worker cannot gain direct access to the Equipment Room

require that he enter Decontamination Unit and proceed directly through Shower Room to Equipment Room. Decontamination procedure is then completed as required above.

F. Within Work Area:

1. Require that workers NOT eat, drink, smoke, chew tobacco or gum, or apply cosmetics in the Work Area. To eat, chew, drink or smoke, workers shall follow the procedure described above, and then dress in street clothes before entering the non-Work Areas of the building.

3.3 CERTIFICATE OF WORKER'S ACKNOWLEDGMENT:

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

END OF SECTION - 01561

CERTIFICATE OF WORKER'S ACKNOWLEDGMENT

PROJECT NAME _____ DATE _____

PROJECT ADDRESS _____

CONTRACTOR'S NAME _____

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

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

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

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

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

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

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

Signature _____ Social Security No _____

Printed Name _____ Witness _____

SECTION 01562 - RESPIRATORY PROTECTION (ASBESTOS)

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK:

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

1.2 SUBMITTALS:

- A. Before Start of Work submit the following to the Owner's Representative for review.
 - 1. Product Data: Submit manufacturer's product information for each component used, including NIOSH and MSHA Certifications for each component in an assembly and/or for entire assembly.
 - 2. System Diagram: When a Type "C" supplied air respiratory system is required by the work, submit drawing showing assembly of components into a complete supplied air respiratory system. Include diagram showing location of compressor, filter banks, backup air supply tanks, hose line connections in Work Area(s), routing of air lines to Work Area(s) from compressor.
 - 3. Operating Instruction: Submit complete operating and maintenance instructions for all components and systems as a whole. Submittal is to be in bound manual form suitable for field use.
 - 4. Respiratory Protection Program: Submit Contractor's written respiratory protection program manual as required by OSHA 1926.1101.

1.3 AIR QUALITY FOR SUPPLIED AIR RESPIRATORY SYSTEMS:

- A. Provide air used for breathing in Type "C" supplied air respiratory systems that meets or exceeds standards set for C.G.A. type 1 (Gaseous Air) Grade H or CSA Z180.1 whichever presents the more stringent quality standard:
- B. Provide air used for breathing in Type "C" supplied air respiratory systems that meets or exceeds standards set for C.G.A. type 1 (Gaseous Air) Grade D.

PART 2 - EQUIPMENT

2.1 SUPPLIED AIR RESPIRATOR SYSTEMS:

- A. Provide equipment capable of producing air of the quality and volume required by the above reference standards applied to the job site conditions and crew size. Comply with provisions of this specification if more stringent than the governing standard.
 - 1. Face Piece and Hose: Provide full face piece and hose by same manufacturer that has been certified by NIOSH/MSHA as an approved Type "C" respirator assembly operating in pressure demand mode with a positive pressure face-piece.

2. Auxiliary backup system: In atmospheres which contain sufficient oxygen (greater than or equal to 19.5% oxygen) provide a pressure-demand full face piece supplied air respirator equipped with an emergency backup HEPA filter.
3. Backup air supply:
 - a) Provide a reservoir of compressed air located outside the Work Area which will automatically maintain a continuous uninterrupted source of air automatically available to each connected face piece and hose assembly in the event of compressor shut-down, contamination of air delivered by compressor, power loss or other failure.
 - b) Provide sufficient capacity in the back-up air supply to allow a minimum escape time of one-half hour times the number of connections available to the Work Area. Air requirement at each connection is the air requirement of the respirators in use plus the air requirement of an average-sized adult male engaged in moderately strenuous activity.
4. Warning device: Provide a warning device that will operate independently of the building's power supply. Locate so that alarm is clearly audible above the noise level produced by equipment and work procedures in use in all parts of the Work Area and at the compressor. Connect alarm to warn of:
 - a) Compressor shut down or other fault requiring use of backup air supply
 - b) Carbon Monoxide (CO) levels in excess of 5 PPM/V
5. Carbon Monoxide (CO) Monitor: Continuously monitor and record on a strip chart recorder Carbon Monoxide (CO) levels. Place monitors in the air line between compressor and back-up air supply and between backup air supply and workers. Connect monitors so that they also sound an alarm as specified under "Warning Devices".
6. Compressor Shut Down: Interconnect monitors, alarms and compressor so that compressor is automatically shut down and the alarms sounded if any of the following occur:
 7. Carbon Monoxide (CO) concentrations exceed 5 PPM/v in the air line between the filter bank and backup air supply.
 8. Compressor temperature exceeds normal operating range.
 9. Compressor Motor - Provide a compressor driven by an electric motor. Do not use a gas or diesel engines to drive compressor. Insure that electrical supply available at the work site is adequate to energize motor.
 10. Compressor Location: Locate compressor outside of building in location that will not impede access to the building, and that will not cause a nuisance by virtue of noise or fumes to occupied portions of the building.
 11. Air Intake: Locate air intake remotely from any source of automobile exhaust or any exhaust from engines, motors, auxiliary generator or buildings.
 12. After-Cooler: Provide an after-cooler at entry to filter system which is capable of reducing temperatures to outside ambient air temperatures.

PART 3 - EXECUTION

3.1 GENERAL:

- A. Respiratory Protection Program: Comply with ANSI Z88.2 - 1980 "Practices for Respiratory Protection" and OSHA 29 CFR 1910 and 1926.
- B. Respiratory protection will be used at all times that there is any possibility of disturbance of asbestos-containing materials whether intentional or accidental.

- C. Respirators shall be worn by anyone in a Work Area at all times, regardless of activity, during a period that starts with any operation which could cause airborne fibers until the area has been cleared for re-occupancy in accordance with Section 01714.
- D. Regardless of Airborne Fiber Levels: The minimum level of respiratory protection used shall be a powered air-purifying respirator (PAPR) with high efficiency filters.
- E. Do not allow the use of single-use, disposable, or quarter-face respirators for any purpose.

3.2 FIT TESTING:

A. Initial Fitting:

1. Provide initial fitting of respiratory protection during a respiratory protection course of training set up and administered by a Certified Industrial Hygienist.
2. Fit types of respirator to be actually worn by each individual.
3. Allow an individual to use only those respirators for which training and fit testing has been provided.

- B. On a Weekly Basis, check the fit of each worker's respirator by having irritant smoke blown onto the respirator from a smoke tube.

- C. Upon Each Wearing: Require that each time an air-purifying respirator is put on it be checked for fit with a positive and negative pressure fit test in accordance with the manufacturer's instructions or ANSI Z88.2 (1980).

3.3 TYPE OF RESPIRATORY PROTECTION REQUIRED:

- A. Provide Respiratory Protection as indicated in paragraph below.

B. Powered air purifying - full face mask:

1. Supply a sufficient quantity of high efficiency respirator filters approved for asbestos so that workers can change filters at any time that flow through the face piece decreases to the level at which the manufacturer recommends filter replacement.
2. Require that regardless of flow, filter cartridges be protected from wetting during showering.
3. Require entire exterior housing of respirator, including blower unit, filter cartridges, hoses, battery pack, face mask, belt, and cords, be washed each time a worker leaves the Work Area. Caution should be used to avoid shorting battery pack during washing.
4. Provide an extra battery pack for each respirator so that one can be charging while one is in use.

END OF SECTION - 01562

SECTION 01563 - DECONTAMINATION UNITS (ASBESTOS)

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK:

- A. Provide separate Personnel and Equipment Decontamination facilities. Require that the Personnel Decontamination Unit be the only means of ingress and egress for the Work Area. Require that all materials exit the Work Area through the Equipment Decontamination Unit.

PART 2 - EXECUTION

2.1 PERSONNEL DECONTAMINATION UNIT:

- A. Provide a Personnel Decontamination Unit consisting of a serial arrangement of connected rooms or spaces, Changing Room, Drying Room, Shower Room, and Equipment Room. Require all persons without exception to pass through this Decontamination Unit for entry into and exiting from the Work Area for any purpose. Do not allow parallel routes for entry or exit. Do not remove equipment or materials through Personnel Decontamination Unit. Provide temporary lighting within Decontamination Units as necessary to reach a lighting level of 100 foot candles.
- B. Changing Room (clean room): Provide a room that is physically and visually separated from the rest of the building for the purpose of changing into protective clothing.
 - 1. Maintain floor of changing room dry and clean at all times. Do not allow overflow water from shower to wet floor in changing room.
 - 2. Damp wipe all surfaces twice after each shift change with a disinfectant solution.
 - 3. Provide posted information for all emergency phone numbers and procedures.

2.2 EQUIPMENT DECONTAMINATION UNIT:

- A. Provide an Equipment Decontamination Unit consisting of a serial arrangement of rooms, Clean Room, Holding Room, Wash Room for removal of equipment and material from Work Area. Do not allow personnel to enter or exit Work Area through Equipment Decontamination Unit.
- B. Arrange with airlocks between rooms as required below.

2.3 CONSTRUCTION OF THE DECONTAMINATION UNITS:

- A. Walls and Ceiling: Construct airtight walls and ceiling using polyethylene sheeting, at least 6 mil in thickness. Attach to existing building components or a temporary framework.
- B. Floors: Use 2 layers (minimum) of 6 mil polyethylene sheeting to cover floors in all areas of the Decontamination Units. Use only clear plastic to cover floors.
- C. Flap Doors: Fabricated from three (3) overlapping sheets with openings a minimum of three feet (3') wide. Configure so that sheeting overlaps adjacent surfaces. Weigh sheets at bottoms as required so that they quickly close after being released. Put arrows on sheets to indicate direction of overlap and/or travel. Provide a minimum of six feet (6') between entrance and exit of any room. Provide a minimum of three feet (3') between doors to airlocks.

- D. If the Decontamination area is located within an area containing friable asbestos on overhead ceilings, ducts, piping, etc., provide the area with a minimum 1/4 inch hardboard or 1/2 inch plywood "ceiling" with polyethylene sheeting, at least 6 mil in thickness covering the top of the "ceiling".
- E. Visual Barrier: Where the Decontamination area is immediately adjacent to and within view of occupied areas, provide a visual barrier of opaque polyethylene sheeting at least 6 mil in thickness so that worker privacy is maintained and work procedures are not visible to building occupants. Where the area adjacent to the Decontamination area is accessible to the public, construct a solid barrier on the public side of the sheeting to protect the sheeting. Construct barrier with wood or metal studs covered with minimum 1/4 inch thick hardboard or 1/2 inch plywood. Where the solid barrier is provided, sheeting need not be opaque.
- F. Alternate methods of providing Decontamination facilities may be submitted to the Owner's Representative for approval. Do not proceed with any such method(s) without written authorization of the Owner's Representative.

2.4 CLEANING OF DECONTAMINATION UNITS:

- A. Clean debris and residue from inside of Decontamination Units on a daily basis or as otherwise indicated on Contract Drawings. Damp wipe or hose down all surfaces after each shift change. Clean debris from shower pans on a daily basis.
- B. If the Changing Room of the Personnel Decontamination Unit becomes contaminated with asbestos-containing debris, abandon the entire Decontamination Unit and erect a new Decontamination Unit. Use the former Changing Room as an inner section of the new Equipment Room.

END OF SECTION - 01563

SECTION 01701 - PROJECT CLOSEOUT (ASBESTOS)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for project closeout, including but not limited to:
1. Inspection procedures.
 2. Project record document submittal.
 3. Submittal of warranties.
 4. Final cleaning.
- B. Closeout requirements for specific construction activities are included in the appropriate Sections in Divisions-2 through - 16.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
1. Advise Owner of pending insurance change over requirements.
 2. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
 3. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.
- B. Inspection Procedures:
1. On receipt of a request for inspection, the Owner's Representative will either proceed with inspection or advise the Contractor of unfilled requirements.
 2. The Owner's Representative will prepare the Certificate of Substantial Completion following inspection, or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
 3. The Owner's Representative will repeat inspection when requested and assured that the work has been substantially completed.
 4. Results of the completed inspection will form the basis of requirements for final acceptance.

1.4 FINAL ACCEPTANCE

- A. Preliminary Procedures: Before requesting final inspection for Certification of Final Acceptance complete the following. List exceptions in the request.
1. Submit an updated final statement, accounting for final additional changes to the Contract Sum.

2. Submit a certified copy of the Owner's Representative's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Owner's Representative.
3. Submit final meter readings for utilities, and similar data as of the date of Substantial Completion, or when the Owner took possession of and responsibility for corresponding elements of the Work.
4. Submit a final liquidated damages settlement statement.
5. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

B. Reinspection Procedure:

1. The Owner's Representative will reinspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Owner's Representative.
2. Upon completion of reinspection, the Owner's Representative will prepare a Certificate of Final Acceptance, or advise the Contractor of work that is incomplete or of obligations that have not been fulfilled but are required for Final Acceptance.
3. If necessary, reinspection will be repeated.

1.5 RECORD DOCUMENT SUBMITTALS

A. General:

1. Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Owner's Representative's reference during normal working hours.

B. Record Drawings:

1. Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings.
2. Mark the set to show the actual installation where the installation varies substantially from the work as originally shown.
3. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings.
4. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
5. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the work.
6. Mark new information that is important to the Owner, but was not shown on Contract Drawings or Shop Drawings.
7. Note related Change Order numbers where applicable.
8. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.

C. Record Specifications:

1. Maintain one complete copy of the Project Manual, including addenda, and one copy of other written construction documents such as Change Orders and modifications issued in printed form during construction.
2. Mark these documents to show substantial variations in actual work performed in comparison with the text of the Specifications and modifications.
3. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation.
4. Note related record drawing information and Product Data.
5. Upon completion of the work, submit record Specifications to the Owner's Representative for the Owner's records.

D. Miscellaneous Record Submittals:

1. Refer to other Specification Sections for requirements of miscellaneous record keeping and submittals in connection with actual performance of the work.
2. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference.
3. Submit to the Owner's Representative for the Owner's records.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General:

1. General cleaning during construction is required by the General Conditions and included in Section "Temporary Facilities".

B. Cleaning:

1. Employ experienced workers or professional cleaners for final cleaning.
2. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program.
3. Comply with manufacturer's instructions.
4. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion.
5. Remove labels that are not permanent labels.
6. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition. Leave concrete floors broom clean.
7. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
8. Clean the site, including landscape development areas, of rubbish, litter and foreign substances. Sweep paved areas broom clean; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.

- C. Removal of Protection: Remove temporary protection and facilities installed for protection of the work during construction.

- D. Compliance:
 - 1. Comply with regulations of authorities having jurisdiction and safety standards for cleaning.
 - 2. Do not burn waste materials.
 - 3. Do not bury debris or excess materials on the Owner's property.
 - 4. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.
 - 5. Where extra materials of value remaining after completion of associated Work have become the Owner's property, arrange for disposition of these materials as directed.

END OF SECTION 01701

SECTION 01711 - PROJECT DECONTAMINATION (ASBESTOS)**PART 1 - EXECUTION****1.1 GENERAL:**

- A. Work of This Section includes the decontamination of air in the Work Area which has been, or may have been, contaminated by the elevated airborne asbestos fiber levels generated during abatement activities, or which may previously have had elevated fiber levels due to friable asbestos-containing materials in the space.
- B. Work of This Section includes the cleaning, and decontamination of all surfaces (ceiling, walls, floor) of the Work Area, and all furniture or equipment in the Work Area.

1.2 START OF WORK:

- A. Previous Work: During completion of the asbestos abatement work specified in other sections, the Secondary Barrier of polyethylene sheeting will have been removed and disposed of along with any gross debris generated by the asbestos abatement work.
- B. Start of Work: Work of this section begins with the cleaning of the Primary Barrier. At start of work the following will be in place:
 - 1. Primary Barrier: Two layers of polyethylene sheeting on floor and two layers on walls.
 - 2. Critical Barrier: An airtight barrier between the Work Area and other portions of the building or the outside.
 - 3. Critical Barrier Sheeting: Over lighting fixtures and clocks, ventilation openings, doorways, convectors, speakers and other openings.
 - 4. Decontamination Units: For personnel and equipment in operating condition.
- C. Pressure Differential System: In operation.

1.3 FIRST CLEANING:

- A. First Cleaning:
 - 1. Carry out a first cleaning of all surfaces of the work area including items of remaining sheeting, tools, scaffolding and/or staging by use of damp-cleaning and mopping, and/or a High Efficiency Particulate Air (HEPA) filtered vacuum.
 - 2. Do not perform dry dusting or dry sweeping.
 - 3. Use each surface of a cleaning cloth one time only and then dispose of as contaminated waste.
 - 4. Continue this cleaning until there is no visible debris from removed materials or residue on plastic sheeting or other surfaces.
 - 5. Remove All Filters in Air Handling System(s) and dispose of as asbestos-containing waste in accordance with requirements of Section 02084 Disposal of Asbestos-Containing Waste Material.
- B. SECOND CLEANING:
 - 1. Second Cleaning: Carry out a second cleaning of all surfaces in the work area in the same manner as the first cleaning.
 - 2. Encapsulation of substrate: Perform encapsulation of substrate from which asbestos-containing materials have been removed at this time. Maintain Pressure

Differential System in operation during encapsulation work. Perform work only after meeting the following requirements:

- a) Surfaces to be covered have met the requirements for a visual inspection in this section.
 - b) Airborne fiber counts in the Work Area are at or below 0.01 fibers per cubic centimeter as measured by phase contrast microscopy.
3. Removal of Primary Barriers:
 4. Immediately following the second cleaning of the Primary plastic, remove all Primary Barrier sheeting and Material Decontamination Unit, if there is one, leaving only:
 - a) Critical Barrier: Which forms the sole barrier between the Work Area and other portions of the building or the outside.
 - b) Critical Barrier Sheeting: Over lighting fixtures and clocks, ventilation openings, doorways, convectors, speakers, and other openings.
 - c) Decontamination Unit: For personnel, in operating condition.
 - d) Pressure Differential System: Maintain in continuous operation.

1.4 FINAL CLEANING:

- A. Final Cleaning: Carry out a final cleaning of all surfaces in the Work Area in the same manner as the previous cleaning.
- B. Encapsulation of substrate: Perform encapsulation of substrate or installation of spray-applied fireproofing before Removal of Work Area Isolation as specified below. Maintain Pressure Differential System in operation during encapsulation work.

1.5 VISUAL INSPECTION:

- A. After the work area is allowed to dry for 24 hours, a final visual inspection of the entire Work Area including: all surfaces, ceiling, walls, floor, decontamination unit, all plastic sheeting, seals over ventilation openings, doorways, windows, and other openings; will be performed. If any debris, residue, dust or other matter is found, repeat final cleaning and continue decontamination procedure from that point. When the area is visually clean, and if no residue, dust, or other materials are found, the visual inspection is complete.
- B. Lifts: Provide ladders, scaffolding, and lifts as required to provide access to all surfaces in the area to be subjected to visual inspection. Access is to allow touching of all surfaces.

1.6 FINAL AIR SAMPLING PCM:

- A. Phase Contrast Microscopy (PCM): After the Work Area is found to be visually clean, aggressive air clearance will take place. The air will be agitated by use of an electric-powered leaf blower. Maintain air disturbance with the use of box fans. Air samples will be collected and analyzed in accordance with the procedure for Phase Contrast Microscopy set forth in Section 01714 Work Area Clearance:
 1. If Release Criteria are not met, repeat Final Cleaning and continue decontamination procedure from that point.
 2. If Release Criteria are met, proceed to work of this Section on Removal of Work Area Isolation.

1.7 REMOVAL OF WORK AREA ISOLATION:

- A. After all requirements of this section and Section 01714 Work Area Clearance have been met:
1. Shut down and remove the Pressure Differential System. Seal HEPA filtered fan units, HEPA vacuums and similar equipment with 6 mil polyethylene sheet and duct tape to form a tight seal at intake end before being moved from Work Area.
 2. Remove Personnel Decontamination Unit.
 3. Remove the Critical Barriers separating the Work Area from the rest of the building. Remove any small quantities of residual material found upon removal of the plastic sheeting with wet wiping, HEPA filtered vacuum cleaners and local area protection. If significant quantities, as determined by the Owner's Representative, are found then the entire area affected shall be decontaminated as specified in Section 01711 Cleaning & Decontamination Procedures.
 4. Remove all equipment, materials, debris from the work site.
 5. Dispose of all asbestos-containing waste material as specified in Section 02084 Disposal of Asbestos Containing Waste Material.

END OF SECTION - 01711

SECTION 01712 - CLEANING AND DECONTAMINATION PROCEDURES (ASBESTOS)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 DESCRIPTION OF THE WORK:

- A. The work includes the removal of any asbestos-containing debris that has fallen from insulation, firestop, etc. The work includes:
 - 1. Removal and disposal of visible debris.
 - 2. HEPA vacuuming the floor located in the vicinity of the material.
 - 3. Proceed with one layer of 6 mil poly on the ground under glovebag operations.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 GENERAL:

- A. Complete the following before start of work of this section:
 - 1. 01527 - Regulated Areas
 - 2. 01562 - Respiratory Protection

3.2 WET CLEANING:

- A. Accomplish wet cleaning during decontamination with paper towels or disposable rags:
 - 1. Immerse paper towel or rag in container of water with surfactant, or diluted removal encapsulant;
 - 2. Wring out;
 - 3. Fold into quarters;
 - 4. Wipe surface once and refold to a fresh face of cloth. Proceed in this manner until all available faces of paper towel or rag have been used;
 - 5. Dispose of paper towel or rag,
 - 6. Do not place rag back in container to rinse out or for any other purpose. If a used towel or rag comes in contact with water, empty container and refill.
 - 7. Material adhered to a surface with removal encapsulant may require the application of additional removal encapsulant to facilitate cleaning.

3.3 REMOVAL OF ASBESTOS-CONTAINING DEBRIS

- A. Work of this Section is limited to the cleanup of a small quantity of amassed debris which has fallen from an architectural finish or thermal insulation on pipes and other thermal equipment.
- B. Remove asbestos-containing debris and decontaminate the area involved using the following sequence:

1. Shut down all ventilation into room.
2. Start HEPA vacuum before entering the area.
3. Use the HEPA vacuum to clean a path at least 6 feet wide from the entry point of the work area to the site of the fallen material.
4. Remove all small debris with the HEPA vacuum.
5. HEPA vacuum surfaces of all pieces too large to be removed by the suction of the HEPA vacuum.
6. Pick up such pieces and place in the bottom of a 6 mil polyethylene disposal bag conforming to the requirements of Section 02084 Disposal of Asbestos-Containing Waste Material. Place pieces in the bag without dropping and avoiding unnecessary disturbance and release of material.
7. Remove all remaining visible debris with HEPA vacuum.
8. HEPA vacuum an area 3 feet beyond the location in which any visible debris was found in two directions each at right angles to the other.
9. Place a 6 mil polyethylene drop cloth in accordance with Section 01527, Local Area Protection, immediately on top of the HEPA vacuumed area before performing any repair work on site from which fall-out occurred.
10. HEPA vacuum the site from which material fell removing all loose material which can be removed by the vacuums suction.
11. Repair or remove remaining material.
12. HEPA vacuum ladder and/or any tools used and pass out of the work area.

3.4 CLEANING AND DECONTAMINATING OBJECTS

- A. Perform all work of decontaminating objects wherever possible on a plastic drop sheet installed in conformance with Section 01527.
- B. HEPA vacuum all surfaces of object and immediate area before moving the object.
- C. Pick-up object, if possible, and HEPA vacuum all surfaces.
- D. Hand to off-sheet worker who will wet-clean object, if possible, and place in storage location.
- E. Decontaminate area where object was located by HEPA vacuuming twice, in two perpendicular directions. Wet clean if necessary to remove any debris.
- F. Return object to its original location.

END OF SECTION - 01712

SECTION 01714 - WORK AREA CLEARANCE (ASBESTOS)**PART 1 - GENERAL****1.1 RELATED DOCUMENTS:**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division - 1 Specification Sections, apply to work of this section.
 - 1. Visual Inspection: required as a prerequisite of air testing, is set forth in Section 01711 Project Decontamination.
 - 2. Air Monitoring: performed by the Owner during abatement work.

1.2 CONTRACTOR RELEASE CRITERIA:

- A. The Asbestos Abatement Work Area is cleared when the Work Area is visually clean and airborne asbestos fiber concentrations have been reduced to the level specified below.

1.3 VISUAL INSPECTION:

- A. Work of this Section will not begin until the visual inspection described in Section 01711 Project Decontamination is complete and has been certified by the Project Administrator.

1.4 AIR MONITORING:

- A. To determine if the elevated airborne asbestos structure concentration encountered during abatement operations has been reduced to the specified level, the Owner will secure samples and analyze them according to the following procedures.
 - 1. PCM samples will be secured as indicated below.
 - 2. Work Area Clearance: final clearance samples will be taken using aggressive sampling technique as per Texas Department of Health Regulations. Upon meeting the PCM Clearance requirements the work of Section 01711 Project Decontamination can continue.

1.5 PHASE CONTRAST MICROSCOPY:

- A. In each homogeneous Work Area after completion of all cleaning work, a minimum of 5 samples will be taken and analyzed according to NIOSH METHOD 7400.
- B. Release Criteria: Decontamination of the work site is complete when every Work Area sample is at or below 0.01 fibers/cc. If these conditions are not met then the decontamination is incomplete and the cleaning procedures of Section 01712 shall be repeated.

1.6 LABORATORY TESTING:

- A. PHASE CONTRAST MICROSCOPY:

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1. The services of a testing laboratory will be employed by the Owner to perform laboratory analysis of the air samples. A microscope and technician will be set up at the job site, so that verbal reports on air samples can be obtained immediately. A complete record, certified by the testing laboratory, of all air monitoring tests and results will be furnished to the Owner's Representative, the Owner and the Contractor.

END OF SECTION - 01714

SECTION 02072 - LEAD ABATEMENT PROCEDURES

PART 1 - GENERAL

1.1 GENERAL

- A. Contractors must be familiar with the contents of this document, included but not limited to the following:
1. Worker Protection
 2. All types of Lead-Based Paint (LBP) Testing
 3. Acceptable and unacceptable abatement methods
 4. Measures for control and containment of lead dust and debris
 5. Disposal requirements
- B. In addition, the Contractor must be able to substantiate sufficient prior de-leading experience and/or education providing same with the foresight of the prevailing LBP abatement techniques and safety practices contained herein.
- C. Contractors should be experienced in guidelines for control and the handling of toxic and hazardous materials and protection of the environment and the health of all occupants and workers, as per applicable EPA, OSHA, and NIOSH regulations.

1.2 SCOPE

- A. This portion of the work covers the removal and legal disposal of various materials which contain lead-based paint (LBP) **as outlined in Section 01013.**
- B. The Contractor shall provide all labor, materials, equipment, services, testing, supervision, and incidentals necessary to perform work of lead-based paint abatement or removal of items bearing lead-based paint under this contract in accordance with the following specifications.
- C. The following methods shall be adhered to during the abatement activities. Any deviation from this list shall require Consultant's prior approval:
- a) HEPA vacuum visible debris in vicinity of proposed containment area.
 - b) HEPA vacuum loose lead-based paint from exterior surface of all painted ceilings and walls. Wash down with a 5% trisodium phosphate solution and remove loose paint chips.
- D. **APPLICABLE REGULATIONS, CODES AND STANDARDS**
1. The Contractor shall acknowledge that he is aware of and will maintain strict compliance with all regulations, codes, standards, and ordinances governing the performance of his work. Furthermore, the Contractor shall be responsible for any failure to comply with applicable documents.
 2. Applicable documents include but are not limited to the following:
 - a) OSHA 29 CFR 1926.62, Lead Exposure in Construction (Interim Final Rule);
 - b) OSHA 29 CFR 1910.1025, Lead, General Industry;

- c) OSHA 29 CFR 1910.1200, Hazard Communication;
 - d) OSHA 29 CFR 1910.134, Respiratory Protection;
 - e) OSHA 29 CFR 1910.145, Specifications for Accident Prevention Signs and Tags;
 - f) OSHA 29 CFR 1926.59, Hazard Communication;
 - g) US HUD, "Lead-Based Paint: Interim Guidelines for Hazard Identification and Abatement in Public and Indian Housing", September 1990;
 - h) Lead-Based paint Hazard Elimination; Interim Rule Title 24, Part 35, 905, 941, 965, and 968 of the Code of Federal Regulations; and
 - i) EPA 40 CFR 261, Resource Conservation and Recovery Act (RCRA.)
3. The most current issue of each document shall apply. Where conflict among requirements or with these specifications exists, the more strict or stringent requirement or interpretation shall apply.
 4. The Contractor shall provide at least one copy of any applicable EPA, OSHA, State or City regulation, code, or ordinance at the site available for review.
 5. Nothing is intended to relieve the Contractor of any responsibility for compliance with state or local laws, ordinances, codes or regulations governing lead-based abatement. Where state and local requirements are more stringent than the Federal regulations, those state and local requirements must be followed by the Contractor.

1.3 NOTICES AND SUBMITTALS

- A. Prior to commencing of the work, the Contractor shall provide to the Owner's Representative and OEHS:
 - a) The names and addresses of certified workers responsible for performing the lead paint abatement operations;
 - b) Assurance that the results of worker medical examinations for blood lead level tests are below OSHA guidelines;
 - c) Worker lead abatement training certificates;
 - d) Material Safety Data Sheets (MSDSs) for products and chemicals to be used for abatement or stored at the job site, so that waste can be properly identified;
 - e) Name of testing laboratory to be used for analytical testing of waste materials generated as a result of this project;
 - f) The starting and completion dates of the abatement work; and
 - g) Detailed Work Plan documenting the techniques used to comply with these specifications and applicable regulations.
 - (1) Location and layout of decontamination areas;

- (2) Sequencing of the work activities;
- (3) Interface of trades involved in the work;
- (4) Work schedule including work shift time and number of employees;
- (5) Methods to be used to assure the safety of workers and visitors to the site;
- (6) Product name and description of equipment and products utilized for removal operations;
- (7) Air monitoring sample analyses;
- (8) Plan for decontamination and personal hygiene facilities for workers.

2. Before abatement operations may commence, the Contractor shall submit his Work Plan to the Owner's Representative for review and approval.
3. During performance of the work, the Contractor shall provide to the Owner's Representative:
 - a) Results of OSHA compliance air sampling conducted on Contractor's employees.
 - b) Daily Log.

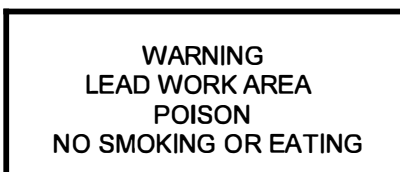
1.4 DAILY LOG

- A. The Contractor shall maintain a project log book which will, at a minimum, contain and conform to the following:
 1. Documentation of all notices and submittals
 2. Permits
 3. Medical records - proof of employee physicals
 4. Emergency notification data
 5. Respiratory fit test records for workers on the project.
 6. Training records for workers on the project.
 7. Sign-in log, filled out dally or as required:
 - a) Name
 - b) Time entered/exited
 - c) Affiliation and purpose
 - d) Date

- e) Description of activity performed
- f) Description of daily work performed
- g) Any damages to the structure
- h) Any accidents (including minor accidents)
- i) Results of any air samples collected by the Contractor
- j) Signature of the Contractor's on-site project superintendent.

1.5 SIGNAGE

- A. At least 24 hours before starting removal or handling of lead-painted components, the Contractor shall establish a regulated work area around the contaminated equipment and shall display a warning sign(s), as appropriate.



1.6 CONTROL OF ACCESS

- A. No one may enter or remain in a regulated work area at any time during a lead abatement procedure which involves the on-site removal of lead paint, unless that person is:
 - 1. The Contractor engaged in lead abatement procedure and his employees.
 - 2. The Owner's Representative's Representative or a state or local enforcement official or his designee.

1.7 WORKER PROTECTION

- A. The Contractor shall insure that his employees are protected in accordance with all applicable federal, state and local standards. Regulatory exposure limits are outlined in TABLE 1:
- B. The following procedures and protocols shall apply to all LBP removal:
 - 1. Prior to completion and submittal by the Contractor of the Exposure Assessment for this project and its approval by the Owner's Representative, exposure levels for workers shall be assumed by task, and interim protective measures shall be implemented. Personal air samples representative of a full shift including at least one sample for each job classification in each work area either for each shift or for the shift with the highest exposure level shall be collected and analyzed.
 - 2. Per TABLE 2, Interim Protective Measures Based on Work Activity Type, Lead Safety and Health Plan:

- a) Minimum respiratory protection for work assumed to result in interim exposure levels between 50 and 500 $\mu\text{g}/\text{m}^3$ is a half facepiece respirator with HEPA filters.
- b) Personal protective equipment provided by the Contractor shall include disposable clothing, e.g., TYVEK, for workers.
- c) Hygiene facilities including 2-chamber "clean" and "dirty" decontamination areas, showers, handwashing facilities, and lead-free eating facilities shall be provided.
- d) Waste water from showers and hand washing facilities shall be collected, filtered through a system capable of trapping particles 5 microns or larger, and disposed of into a local sanitary sewer system.
 - (1) It is the Contractor's responsibility to comply with any local wastewater systems' regulations regarding the disposal of wastewater from lead abatement activities.
 - (2) In the event contaminated water leaks from the work area, storage areas, trash receptacle, etc., the areas and surfaces coming in contact with the contaminated water shall be considered contaminated. Proper clean-up procedures shall commence at once.
 - (3) The Contractor is advised that discharges of lead into the water or in locations where it could be carried by rain water into storm sewers or bodies of water are strictly prohibited and shall be considered a violation of the Clean Water Act.
- e) Initial biological monitoring is required for interim work activities.
- f) Training of workers regarding Hazard Communication, use of respirators, and safety and health issues is required.
 - (1) After review and approval by the Owner's Representative of the Contractor's Exposure Assessment, worker protection measures shall be based on measured exposure levels and shall be per the Lead Safety and Health Plan and associated Lead Compliance Program.
- g) Respiratory protection of workers shall be per TABLE 3, Protective Measures Based on Measured Exposure, Lead Safety and Health Plan:
 - (1) All workers inside the work area shall wear the proper respirator for the lead dust level generated.
 - (2) Workers must be properly trained in the use, care, and maintenance of respirators. Contractor shall provide documentation for workers showing that all workers have been fit tested for respirator usage in accordance with Contractor's formal, written Respiratory Protection Program.
- h) Personal protective equipment of workers shall be per TABLE 3, Protective Measures Based on Measured Exposure, Lead Safety and Health Plan.

- (1) Workers will wear full body disposable suits with hoods and booties. A TYVEK or similar type of suit may be worn. Suits will be worn in the work area at all times after the pre-abatement inspection and shall remain in use until the area passes final clearance inspection. Light-weight nylon clothes may be worn under the disposable suit, but these underclothes must be changed before leaving the work area and should be laundered separately.
 - (2) Goggles with side shields will be worn when working with a material that may splash or fragment, or if protective eye wear is specified on the MSDS for that product.
 - (3) Additional respiratory protection by supplemental filters, such as organic vapor cartridges, may be needed when handling some coating products. The Contractor shall consult the MSDSs for the product(s) and shall obtain the proper filters as necessary.
- i) Decontamination and personal hygiene practices for workers shall be in accordance with applicable regulations and these specifications. Contractor shall provide "wet" decontamination enclosures for areas of LBP removal. At least one such enclosure shall be constructed on each floor. The Contractor may use the same decontamination enclosure for removal of asbestos and LBP.
 - j) Provide suitable Personnel Decontamination Unit consisting of a serial arrangement of connected rooms or spaces, with a minimum of a Changing Room, Shower Room, and Equipment Room. Require all persons without exception to pass through this decontamination unit for entry into and exiting from the work area for any purpose. Do not allow parallel routes for entry or exit. Provide temporary lighting within decontamination units as necessary to reach a lighting level of 100 foot candles.
 - k) Provide a completely water tight operational shower to be used for transit by cleanly dressed workers heading for the Work Area from the Changing Room, or for showering by workers headed out of the work area after undressing in the equipment room.
 - l) Personal hygiene practices by all workers in compliance with applicable regulations shall be enforced by the Contractor:
 - (1) No eating, drinking, or use of tobacco shall be allowed in the work area. The Contractor shall provide a clean space, separated from the work area, for eating and drinking purposes.
 - (2) Disposable clothing, such as TYVEK suits, and other personal protective equipment (PPE) must be donned prior to entering the work area. A clean room will be provided by the Contractor for workers to put on suits and other personal protective equipment and to store their street clothes. Disposable suits shall be used once, then shall be properly discarded.
 - (3) All workers must wash upon leaving the work area in a wash facility provided by the Contractor. Wash facility will consist of, at least, running potable water, towels, and a HEPA vacuum. Upon leaving

the work area, each worker will wash and dry face and hands, HEPA vacuum clothes, and remove and dispose of the work suit as contaminated waste.

- (4) Lavatory facility must be provided by the Contractor and should be located outside the regulated work area. The eating and drinking area, the clean room, and the lavatory facility must be maintained in a clean and orderly fashion at all times. The Contractor will provide portable lavatories when needed and will disinfect them daily.
- m) If worker exposure to airborne lead exceeds 50 $\mu\text{g}/\text{m}^3$ (PEL),
 - (1) Contractor must provide showering facilities. Shower water must be heated. All water must be collected and tested for hazardous wastes before disposal.
 - (2) All workers must shower upon leaving the work area.
 - (3) Decontamination shall be in three stage, i.e., Dirty Room - Airlock, Shower - Airlock, Clean Room.

1.8 CONTROL OF EMISSION AND DUST

- A. When handling/abating lead-contaminated building components outdoors, Contractor shall spread a minimum 10-mil polyethylene sheet beneath the work area under the component to be removed. The drop cloth shall extend a minimum of 3 ft. from the wall for every 10 ft. of vertical distance involved in the work. Lateral distance along the wall should match this distance on either side of the work area.
- B. Barriers shall have:
 - 1. Wood or metal studs, 16 in. on-center, faced with 3/8 in. plywood sheeting on work side only, and
 - 2. Both sides of barrier covered with at least one layer of 6-mil plastic sheet with joints staggered and sealed with tape. Edges of barrier connected to floor, walls, and ceiling shall be secured and sealed airtight.
- C. Interior Containment: Minimize creation of lead-contaminated dust and airborne particles by using methods and procedures that create the least amount of dust, in accordance with the Lead Compliance Program, including the utilization of HEPA filter on tools that have the potential for creating dust and airborne contamination.
- D. Isolate the work area from all adjacent areas or systems of the building with a pressure differential that will cause a movement of air from outside to inside at any breach in the physical isolation of the work area.
- E. Continuously maintain the work area at an air pressure that is lower than that in any surrounding space in the building, or at any location in the immediate proximity outside of the building envelope. This pressure differential when measured across any physical or critical barrier must equal or exceed a static pressure of 0.03 inches of water. Accomplish the pressure differential by exhausting a sufficient number of HEPA filtered fan units from the work area. The number of units required will depend on machine characteristics, the seal at barriers, and required air circulation. Vent HEPA filtered fan units to outside of building unless authorized in writing by Owner's Representative.

- F. When installing component(s) on lead-painted surfaces, Contractor shall exercise care to avoid dislodging any flaking paint from the substrate.
- G. Plastic drop cloths, contaminated paper towels, and other dust and debris generated during the abatement shall be carefully folded into the plastic sheeting to avoid shaking dust from the surface. Folded plastic sheeting shall be deposited for temporary storage and testing in a disposal bag.

1.9 AIR MONITORING, INSPECTION AND FINAL CLEARANCES

- A. The Contractor shall be responsible for compliance air monitoring of his workers, per OSHA regulation and as detailed in the Lead Safety and Health Plan.
- B. The Contractor is responsible for conducting the Exposure Assessment for the project. Personal air samples representative of a full shift including at least one sample for each job classification in each work area either for each shift or for the shift with the highest exposure level shall be collected and analyzed. Air samples should be taken in accordance with NIOSH Method 7082, or equivalent.
- C. Worker exposure levels shall be evaluated with respect to the OSHA Action Level (30 $\mu\text{g}/\text{m}^3$) and the Permissible Exposure Level (50 $\mu\text{g}/\text{m}^3$) as 8-hour Time-Weighted Averages. If measured exposure levels exceed the criteria set for respiratory protection and personal protection of workers, the Contractor shall stop work, shall notify the Owner's Representative, shall attempt to correct and control the operation to reduce the elevated contamination dust levels, and shall change protective measures for workers to the next higher level of protection (see TABLE 3) before re-assuming operations.
- D. After Contractor has completed final clean-up, and performed a visual inspection, the Consultant will perform a detailed visual inspection. All surfaces will be examined for the presence of dust or debris, especially flat surfaces. If dust or debris is found, Contractor shall reclean the entire work area and a repeat of the detailed visual inspection will occur.
- E. When the post abatement visual inspection has been completed, surface wipe sampling, using commercial wipes moistened with a non-alcohol wetting agent, shall be conducted by the Consultant. A minimum of three wipe samples will be collected and analyzed for each work area. Further cleaning will be required in any area where the result is in excess of 800 milligrams per square foot.
- F. The Owner will pay for the first set of wipe samples. The Contractor is responsible for payment of all subsequent tests, at a cost of \$150 per wipe sample.
- G. The Owner's Representative may provide other independent wipe testing and air monitoring services during the conduct of the project.

PART 2 - PRODUCTS

2.1 CLEANING SOLUTIONS

- A. Contractor shall provide solution containing at least one ounce of five percent trisodium phosphate per each gallon of water.

2.2 DISPOSAL

- A. Disposal bags shall be, as a minimum, individual, 6 mil thick, leak-tight, manufactured polyethylene bags.
- B. Polyethylene wrap shall be 6 mil and 10 mil polyethylene sheeting.
- C. Disposal drums shall meet US Department of Transportation (DOT) regulations for disposal of respective waste(s) generated.
- D. Disposal labels shall identify waste materials (before TCLP testing.) Hazardous wastes shall be identified as such in compliance with RCRA regulations for hazardous materials.

PART 3 - EXECUTION

3.1 METHODS OF ABATEMENT

- A. Removal: (Reserved)
- B. Abrasion: Remove lead-based paint by machine sanding, using a high efficiency particulate air (HEPA) filtered dust collection attachment.
 - 1. Sanders shall be of the dual action, rotary action, orbital or straight line system type, fitted with a HEPA dust pick-up system.
 - 2. Air compressors utilized to operate this equipment shall be designed to continuously provide 90 to 110 psi or as recommended by the manufacturer.
 - 3. Sanding shall only be done on flat surfaces which allow the HEPA dust collection system to come into tight contact with the surface being sanded. Surfaces to be sanded shall be wide enough to allow maximum efficiency of the HEPA dust collection system.
 - 4. All lead-based paints shall be removed down to the bare substrate surface. In cases where some pigment may remain embedded in wood grain and similar porous substrate, care shall be taken to avoid damage to the substrate with the sanding machine.
- C. Heat Blower Gun: Remove lead-based paint by heat, using a heat blower gun followed by scraping.
 - 1. Electrically operated, heat-blower gun shall be a flameless electrical paint softener type. Heat-blower shall have electronically controlled temperature settings to allow usage below a temperature of 700°F. Heat-blower shall be DI type (non-grounded) 120v, AC application. Heat-blower shall be equipped with various nozzles to cover all common applications (cone, fan, glass protector, spoon reflector, etc.)
 - 2. Hot air stream from the heat-blower gun shall be directed at the painted surface and the paint allowed to blister and soften. Considerable lead is volatilized from lead-based paint and lead fumes are released at approximately 700°F. Heat-blower shall not be operated above 700°F and respirator protection is required for all persons in the work area.
 - 3. Softened paint shall be removed down to the substrate surface as completely as possible by scraping and/or brushing. In cases that some pigment may remain embedded in wood grain and similar porous substrate, care shall be taken to avoid damage to the substrate with the scraping or brushing.

4. Care shall be taken to protect glass in windows and doors, and adjacent areas from damage from thermal stresses induced by the concentrated heat of the heat-blower gun. Damages to non-protected glass and adjacent areas from thermal stresses shall be repaired at the Contractor's expense.
- D. On-Site Chemical Removers: The following is not a recommended method. However, the Contractor may use this method, but only with the Consultant's prior approval.
1. Remove lead-based paint by scraping and/or brushing after the paint has been softened by the application of a chemical stripping agent. Exterior applications may be removed by water jet washing method on masonry substrates only.
 2. Chemical removers shall contain no methylene chloride products.
 3. Chemical removers shall be compatible with, and not harmful, to the substrate that they are applied to.
 4. Chemical removers used on masonry surfaces shall contain anti-stain formulation that inhibits discoloration of stone, granite, brick and other masonry construction.
 5. Chemical removers used on interior surfaces shall not raise or discolor the surface being abated.
 6. Chemical stripping agent neutralizers may be used on exterior surfaces only. Neutralizers shall be compatible with and not harmful to the substrate they are applied to. Neutralizers shall be compatible with the stripping agent that has been applied to the surface substrate.
 7. Chemical stripping agents and neutralizers shall be applied in accordance with the recommendations of the manufacturer. Stripping agents shall not be allowed to penetrate wood or other fibrous substrates. Softened paint shall be removed by scraping or wire brush.
 8. Contractor shall protect adjacent areas from damage from stripping agent during the course of work. Damages to non-protected adjacent areas from stripping agent shall be repaired at the Contractor's expense.
- E. Enclosure of Exterior Substrate: (Reserved)

3.2 CLEAN UP OF WORK AREA

- A. Clean-up shall be performed by lead abatement workers as follows:
1. After the abatement work has been completed, remove all debris and dispose of it in designated containers:
 2. Deposit all lead-contaminated waste, including sealing tape, plastic sheeting, mop heads, sponges, filters, and disposable clothing, etc. in double plastic bags, at least 6 mil thick or single 10 mil thick, and seal the bags;
 3. Wrap disassembled lead-painted building components (door sections, handrails, pipe sections) in two layers of minimum 6 mil polyethylene sheeting, secure and seal with tape, label as waste, and temporarily store for testing and disposal.

4. HEPA vacuum clean all surfaces in the interior work area including woodwork, metal work, walls, windows, floors, ceilings, steps, etc.;
5. After vacuum cleaning, phosphate wash all floors in the work area with a solution containing at least 1 ounce of 5 percent trisodium phosphate to each gallon of water;
6. After floor washing has dried, HEPA vacuum clean surfaces until no visible residue remains;
7. After all the work is completed, but before release of the work area, perform final clean-up and request that DOE personnel conduct the wipe test(s) for final clearance.

3.3 WASTE DISPOSAL

- A. The Contractor shall remove daily all lead waste from the work area.
- B. The Contractor shall be responsible for removing, controlling, waste materials, all treated as hazardous waste until classification through testing is completed. This includes not only solid wastes but also waste water generated from interim and final clean-up.
 1. During the actual abatement, the Contractor shall not leave debris in the work area or adjacent property, incinerate debris, dump waste into landfills, or introduce lead-contaminated water into storm or sanitary sewers.
- C. For disposal of waste materials, the requirements of the Resource Conservation and Recovery Act (RCRA) as well as applicable state and local solid waste plan requirements shall be complied with.
 1. Testing of lead-contaminated waste materials per the US EPA's Toxicity Characteristics Leaching Procedure (TCLP) will be conducted.
 2. If the TCLP results equal or exceed 5.0 mg/l of lead, the waste must be handled as hazardous waste, to be transported to a licensed treatment, storage, and disposal facility (TSDF).
 3. If the TCLP results are below the regulatory threshold of 5.0 mg/l, the wastes are not considered as being hazardous and can be disposed of as construction debris.
 4. Results of TCLP testing and analysis will be submitted to the Consultant before disposal of the particular waste stream.
 5. The following waste materials will be tested to determine whether or not they are hazardous wastes:
 - a) Paint chips (having a lead concentration greater than 1% is considered a hazard);
 - b) Waste water;
 - c) Dust from HEPA filters and from damp sweeping;
 - d) Paint and plaster removed from building;

- e) Plastic sheets, duct tape, or tape used to cover floors and other services during the lead-based paint removal;
 - f) Solvents and caustics used during the stripping process;
 - g) Liquid waste, such as wash water used to decontaminate wood after solvents have been used, and liquid waste water from exterior water blasting;
 - h) Rags, sponges, mops, HEPA filters, respirator cartridges, scrapers, and other materials used for testing, abatement and cleanup;
 - i) Disposable work clothes and respirator filters;
 - j) Any other items contaminated with lead-based paint.
6. Non-hazardous solid wastes shall be placed in double (6 mil) or single (10 mil) polyethylene bags that are air tight and puncture resistant.
- a) The Contractor shall contain and properly dispose of all liquid waste, including lead-dust contaminated wash water.
 - b) Exteriors of all containers and disposal bags shall be HEPA vacuumed prior to their removal from the work area and shall be wet wiped. Containers and bags should then be moved into the designated storage area.
 - c) The Contractor shall carefully place the containers into a truck or dumpster used for disposal.
7. Disposal of Hazardous Waste (as determined by analytical testing): The Contractor shall be required to comply with the RCRA regulations.
- a) Lead-contaminated debris shall not be stored in the work area while awaiting testing and removal. A temporary hazardous waste storage area shall be designated and managed for storage, in compliance with all federal, state, and local regulations.
 - b) Waste containers used will comply with EPA and DOT regulations for containers used in storing and hauling hazardous wastes.
 - c) If the Contractor is not a certified hazardous waste transporter, a subcontract shall be entered into with a certified transporter to move the hazardous wastes. The third party hauler shall be required to follow RCRA regulations, and all manifestation of the transport and disposal of the hazardous wastes shall be completed and submitted to the Owner's Representative.
 - d) Copies of transport and disposal manifests shall be submitted to the Owner's representative for distribution to Owner's Project Management team and Environmental Management and Hazardous Waste Program.

3.4 POST ABATEMENT SUBMITTALS

- A. The Contractor shall provide a total of 5 copies of each submittal. The submittals will be provided to the Owner's Representative for distribution to Owner's Project Management team, and OEHS. Each set of submittals will be bound using three-hole punch paper.
- B. The Contractor shall submit to the Owner's Representative copies of all manifests for the transportation and disposal of solid and hazardous wastes generated.
- C. The Contractor shall submit to the Owner's Representative marked-up as-built drawings showing in bold letters that all components with surfaces with lead paint have been removed or abated and describing such locations.
- D. The Contractor shall submit to the Owner's Representative copies of all records indicating that the renovation work has been performed in compliance with applicable regulation, these specifications, and the Lead Safety and Health Plan.

PART 4 - LEAD SAFETY AND HEALTH PLAN

4.1 PURPOSE

- A. Inorganic lead is a systemic poison that adversely affects the blood, nervous and urinary (kidney) systems, the reproductive system for both males and females, and poses risks to the fetus. Exposure to inorganic lead in the oil industry stems primarily from activities involving lead-based paints which have been used in almost every field location at some time or other. This Lead Safety and Health Plan establishes the procedures required for workers when performing work activities where inorganic lead is present.

4.2 REFERENCES

- A. OSHA 29 CFR 1926.62, Lead Exposure in Construction (Interim Final Rule)
- B. OSHA 29 CFR 1910.1025, Lead, General Industry
- C. OSHA 29 CFR 1926.350-354, Welding, Cutting and Heating
- D. OSHA 29 CFR 1910.134, Respiratory Protection
- E. OSHA 29 CFR 1926.59, Hazard Communication
- F. US HUD, "Lead-Based Paint: Interim Guidelines for Hazard Identification and Abatement in Public and Indian Housing", September 1990

4.3 COVERED ACTIVITIES

- A. This Plan covers all work activities that involve materials containing greater than 0.05% or 1.0 mg/cm² inorganic lead. This Plan is not applicable to organic lead, such as lead alkyls.
- B. Work activities that are specifically covered by this Plan include, but are not limited to new construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, including:
 - 1. Spray painting with lead paint;
 - 2. Abrasive blasting lead-containing paint or rust of scale from equipment that has been in lead alkyl service (e.g., leaded gasoline); and
 - 3. Welding, cutting, torch burning on surfaces with lead-based paints.
 - 4. Removal or encapsulation of lead-containing materials.

5. Demolition or salvage of structures with lead-containing materials.
6. Installation of products containing lead.
7. Cleanup activities associated with abrasive blasting lead paint.
8. Transportation, disposal, storage, or containment of lead-containing materials.
9. Maintenance activities where there is the possibility of exposure to lead-containing measures.

4.4 WRITTEN COMPLIANCE PROGRAM

- A. A written compliance program is required for any job where workers may be exposed to lead.
- B. The program shall be specific project oriented.
- C. The compliance program shall, at a minimum, cover in detail the elements included in this Plan.
- D. A competent person shall be assigned responsibility for the project and the implementation of the compliance program and shall make frequent inspections of the project to assure compliance with the written program.
- E. The competent person shall be capable of identifying and/or predicting lead hazards on the job, and shall have the authorization to take corrective measures to remediate such hazards.

4.5 EXPOSURE LIMITS

- A. Certain exposure levels shall be assumed, and interim protective measures shall be implemented, for certain work activities until an exposure assessment has been made.
 1. These work activities and the assumed exposure levels are summarized in Sections H.2 and H.3, and TABLE 2.
- B. A Regulated Area shall be established in areas that exceed or can be reasonably expected to exceed the PEL without regard for the use of respirators, or where interim protective measures are required.

4.6 EXPOSURE MONITORING

- A. Initial monitoring must be conducted for all lead-related activities. Representative breathing zone measurements shall be made in accordance with OSHA regulations (29 CFR 1926.62).
 1. Initial monitoring is still required for the specific activities where interim protective measures have been implemented.
- B. Periodic monitoring shall be conducted based on the initial monitoring results according to the following schedule:
 1. TWA < 30 $\mu\text{g}/\text{m}^3$ (TWA < Action Level): None required.
 2. $\mu\text{g}/\text{m}^3$ < TWA < 50 $\mu\text{g}/\text{m}^3$ (AL < TWA < PEL): Every 6 months.

3. TWA > 50 $\mu\text{g}/\text{m}^3$ (TWA exposure > PEL): Quarterly.
 4. Periodic monitoring frequency may be reduced or curtailed based on the results of two consecutive measurements taken at least 7 days apart.
- C. Monitoring data collected by the Contractor within the past 12 months may be used as the exposure assessment provided the conditions under which the data were collected are representative of the current project, such as:
- D. Processes, type of material, control methods, work practices, and environmental conditions are similar to the current project.
- E. Workers shall be notified of the sampling results within 5 working days of completion of the exposure assessment.
- F. Workers or designated representatives may observe monitoring.

4.7 PROTECTIVE MEASURES

- A. Protective measures are required if workers' measured exposures are greater than the PEL.
- B. A summary of the protective measures required based on actual exposure data is given in TABLE 3.
- C. Interim Protective Measures are required for certain work activities involving lead. An exposure level is "assumed" and appropriate worker protection measures must be implemented until the actual exposure is determined.
1. The most common work activities where interim worker protection measures are required upon commencement of the work include:
 - a) Spray painting with lead paint, manual demolition, manual scraping;
 - b) Using a power tool to remove lead without a collection system, cleanup of lead contamination or of dry abrasive blasting materials containing lead.
 - c) Abrasive blasting lead-containing materials, welding, cutting, or torch burning on lead-containing materials.
 2. After the actual exposure level has been determined, and if the work activity is still on-going, the protection measures can be "tailored" to meet the requirements for that exposure level. Generally, respiratory protection requirements will be the major item of change once the actual exposure is determined. Additional measures such as showers and additional medical surveillance may be required if exposure >PEL is confirmed.
- D. A summary of the interim protective measures required based on specific work activity is given in TABLE 2.
- E. Respiratory protection shall be provided in accordance with TABLES 1 and 3.
1. Powered Air Purifying Respirators (PAPR) shall be provided for half-facepiece respirators at the worker's request.
 2. When abrasive blasting in an open area, any worker within 50 ft of the operator shall have the equivalent respiratory protection as the operator.

- F. Personal protective clothing
1. Disposable clothing, e.g., TYVEK, shall be provided.
 2. Dedicated, re-usable clothing may be provided but must be laundered according to the schedule in TABLE 1.
- G. The following hygiene facilities shall be provided:
1. Change areas segregated into a "clean" and "dirty" side to prevent cross-contamination.
 2. A wet decontamination facility shall be constructed in each work area.
 3. Reasonably accessible handwashing facilities must be provided for all lead work activities.
 4. Eating facilities shall be provided outside of the area of contamination and shall be kept as free of lead contamination as practicable.
- H. Specific worker hygiene practices are covered in detail in the written Compliance Program and shall be enforced by the employer.

4.8 MEDICAL SURVEILLANCE

- A. Biological monitoring shall consist of sampling and analyzing the blood for lead and zinc protoporphyrin (ZPP).
1. Initial biological monitoring is required for interim work activities.
- B. Medical surveillance shall consist of sampling and analyzing the blood for lead and ZPP as well as a medical examination.
1. Medical surveillance is required for workers exposed to > AL for more than 30 days in a consecutive 12 months.
- C. Additional biological monitoring is required every two months whenever the last blood sample indicates a blood level > 40 µg/deciliter (40 µg/dl).
- D. Workers must be removed from exposure (with benefits protected) if medical monitoring indicates a blood level in excess of 50 µg/dl of blood if the worker is exposed at or above the Action Level.

4.9 INFORMATION AND TRAINING

- A. Workers exposed at or above the Action Level shall be trained in the following:
1. Contents of the OSHA Standard 29 CFR 1926.62.
 2. Specific nature of the operations where lead is present.
 3. Purpose, selection, fitting, use and limitations of respirators.
 4. Adverse health effects of lead, including reproductive effects to males and females and effects on the fetus.
 5. Engineering controls and work practices.
 6. Contents of the written Compliance Program for the project.

7. Instructions that chelating agents should not be routinely used and should not be used except under the direction of a physician.
8. Medical surveillance program and access to medical records (29 CFR 1910.20).

B. Workers shall also have appropriate Hazard Communication, Respiratory Protection, and other applicable safety and health training.

4.10 CONTRACTOR

- A. Contractor performing work subject to this Lead Safety and Health Plan shall be notified of their obligation and responsibility to conduct work according to this Plan or OSHA 29 CFR 1926.62.
- B. Contractor shall have a written Compliance Program for their work.
- C. Contractor may rely on their documented exposure data in developing their Compliance Program provided it is representative of the work activity and conditions under which the work will be performed.

TABLE 1 - EXPOSURE LIMITS

Time Weighted Average (TWA) Exposures ¹	8-Hour TWA	12-Hour TWA	Adjustment for Longer Shifts
Permissible Exposure Limit (PEL)	50 µg/m ³	33.3 µg/m ³	400 µg/m ³ /hours worked
Action Level (AL)	30 µg/m ³	20 µg/m ³	240 µg/m ³ /hours worked

TABLE 2 - INTERIM PROTECTIVE MEASURES BASED ON WORK ACTIVITY TYPE

Interim Protective Measures Required	Activity	Activity	Activity
The protective measures marked by (X) in the boxes below are required until actual exposures can be demonstrated. Once exposure assessment is determined, protection measures (particularly respiratory protection) can be tailored to the actual "measured" exposure level.	Manual demo of structures (e.g., dry wall); manual scraping; manual sanding; heat gun applications; power tool cleaning w/dust collection; spray painting w/lead paint	Cleaning w/power tool w/o dust collection; clean-up of lead contamination; rivet busting	Abrasive blasting; welding; cutting; torch burning
Interim Exposure (µg/m ³)	50-500	500-2500	>2500
Respiratory protection	X	X	X
- Half facepiece w/HEPA filters	X	NO	NO
- Hood/helmet or Type CE abrasive blasting supplied air respirator in continuous flow mode		NO	NO
- Full facepiece w/HEPA filters		X	NO

¹Without regard to respirators

- Powered Air Purifying Respirator (PAPR) w/HEPA filters		X	NO
- Fullface or Type CE abrasive blasting supplied air w/positive pressure			X
- SCBA or Type C or CE supplied air w/escape			X
Personal protective clothing and equipment	X	X	X
Change areas	X	X	X
Handwashing	X	X	X
Biological (blood) monitoring	X	X	X
Training	X	X	X
Warning signs - regulated area	X	X	X
Laundering (weekly; daily if > 200 $\mu\text{g}/\text{m}^3$)	REC	REC	REC
Showers	REC	REC	REC

* Respirators specified for higher concentrations may be used for lower concentrations of lead.

X = Required

N/R = Not Required

NO = Not Allowed

REC = Recommended

TABLE 3 - PROTECTIVE MEASURES BASED ON MEASURED EXPOSURE

"Measured" Exposure in $\mu\text{g}/\text{m}^3$	30-50	<500	<1250	<2500	<100000	>100000
Respiratory Protection	N/R					
- Half facepiece w/HEPA filters		X	NO	NO	NO	NO
- Hood/helmet or Type CE abrasive blasting supplied air respirator in continuous flow mode			X	NO	NO	NO
- Full facepiece w/HEPA filters				X	NO	NO
- Powered Air Purifying Respirator (PAPR) w/HEPA filters				X	NO	NO
- Fullface or Type CE abrasive blasting supplied air w/positive pressure					X	NO
- SCBA or Type C or CE supplied air w/escape						X
Personal protective clothing	N/R	X	X	X	X	X
Change areas	N/R	X	X	X	X	X
Handwashing	X	X	X	X	X	X
Biological (blood) monitoring	X	X	X	X	X	X
Training	X	X	X	X	X	X
Warning signs - regulated area	N/R	X	X	X	X	X
Laundering (weekly; daily if > 200 $\mu\text{g}/\text{m}^3$)	N/R	X	X	X	X	X
Showers	N/R	X	X	X	X	X
Medical surveillance	X	X	X	X	X	X

* Respirators specified for higher concentrations may be used for lower concentrations of lead.

X = Required

N/R = Not Required

NO - Not Allowed

END OF SECTION 02072

SECTION 02081 - REMOVAL OF ASBESTOS-CONTAINING MATERIALS

PART 1 - GENERAL

WET REMOVAL:

Thoroughly wet to satisfaction of Owner's Representative asbestos-containing materials to be removed prior to stripping and/or tooling to reduce fiber dispersal into the air. Accomplish wetting by a fine spray (mist) of amended water or removal encapsulant. Saturate material sufficiently to wet to the substrate without causing excess dripping. Allow time for amended water or removal encapsulant to penetrate material thoroughly. If amended water is used, spray material repeatedly during the work process to maintain a continuously wet condition. If a removal encapsulant is used, apply in strict accordance with manufacturer's written instructions. Perforate outer covering of any insulation which has been painted and/or jacketed in order to allow penetration of amended water or removal encapsulant, or use injection equipment to wet material under the covering. Where necessary, carefully strip away while simultaneously spraying amended water or removal encapsulant on the installation to minimize dispersal of asbestos fibers into the air.

Mist work area continuously with amended water whenever necessary to reduce airborne fiber levels.

Remove saturated asbestos-containing material in small sections from all areas. Do not allow material to dry out. As it is removed, simultaneously pack material while still wet into disposal bags. Twist neck of bags, bend over and seal with minimum three wraps of duct tape. Clean outside and move to Wash Down Station adjacent to Material Decontamination Unit.

Evacuate air from disposal bags with a HEPA filtered vacuum cleaner before sealing.

Sprayed-on Fireproofing: Spray asbestos-containing fireproofing with a fine mist of amended water or removal encapsulant. Allow time for amended water or removal encapsulant to saturate material completely. Do not over-saturate to cause excess dripping. If surface of material has been painted or otherwise coated cut small holes as required and apply amended water or removal encapsulant from above. After removal of asbestos-containing materials, remove any overspray on walls, decking, and structure above using stiff nylon bristled brush. Use high pressure washer only with written authorization from Owner's Representative.

Pipe Insulation: Spray with a mist of amended water or removal encapsulant. Allow amended water or removal encapsulant to saturate material to substrate. If a removal encapsulant is used, use in strict accordance with manufacturer's instructions. Cut bands holding preformed pipe insulation, slit jackets at seams, remove and hand-place in a disposal bag. Remove job-molded fitting insulation in chunks and hand place in a disposal bag. Do not drop to floor. Remove any residue on pipe or fitting with stiff bristle nylon hand brush. In locations where pipe fitting insulation is removed from pipe with straight runs insulated with fibrous glass or other non-asbestos-containing fibrous material, remove fibrous material 6" from the point where it contacts the asbestos-containing insulation.

Floor Tile and/or Mastic: Remove of and dispose of carpet as asbestos-containing waste. Spray material continuously with amended water. Use caution not to overwet. All methods of removal must be approved by the consultant. If solvents are used, the solvent must conform to the following minimum conditions:

1. Flash point (open or closed cup) >200 F
2. Auto Ignition Temperature >600 F
3. Slight odor

Jack Brooks Regional Airport– Hangar #3
Asbestos/Lead Abatement Project

(IFB 19-003/JW) Page 176 of 178
December 2018
Total Safety U.S., Inc.

4. Ph neutral
5. Aromatic vapors <100 ppm
6. Will not react violently with water

END OF SECTION - 02081

SECTION 02084 - DISPOSAL OF ASBESTOS-CONTAINING WASTE MATERIAL (ASBESTOS)

PART 1 - GENERAL

1.1 DESCRIPTION OF THE WORK:

- A. This section describes the disposal of Asbestos-Containing Materials. Disposal includes packaging of asbestos-containing waste materials. Disposal shall be accomplished by land filling at an approved landfill.

1.2 SUBMITTALS:

- A. Before Start of Work: Submit the following to the Owner's Representative for review. Do not start work until these submittals are approved by the Owner's Representative.

1. Copy of state or local license for waste hauler.
2. Name and address of landfill where asbestos-containing waste materials are to be buried. Include contact person and telephone number.
3. Chain of Custody form and form of waste manifest proposed.
4. Sample of disposal bag and any added labels to be used.

- B. At time of removal of waste submit copies of all manifests and disposal site receipts to Owner's Representative. Owner to receive first copy (green) and final copy (white) to be sent to OEHS. The Contractor must submit original manifests and disposal receipts.

PART 2 - PRODUCTS:

- 2.1 Disposal Bags: Provide 6 mil thick leak-tight polyethylene bags labeled with three labels with text as follows:

- A. First Label:

CAUTION
CONTAINS ASBESTOS FIBERS
AVOID OPENING OR BREAKING CONTAINER
BREATHING ASBESTOS IS HAZARDOUS TO YOUR HEALTH

- B. Second Label: Provide in accordance with 29 CFR 1910.1200(f) of OSHA's Hazard Communication standard:

DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD
BREATHING AIRBORNE ASBESTOS, TREMOLITE, ANTHOPHYLLITE, OR
ACTINOLITE FIBERS IS HAZARDOUS TO YOUR HEALTH

- C. Third Label: Provide in accordance with U. S. Department of Transportation regulation on hazardous waste marking. 49 CFR parts 171 and 172. Hazardous Substances: Final Rule. Published November 21, 1986 and revised February 17, 1987:

RQ, ASBESTOS, 9, NA2212, RQ = 116.

PART 3 - EXECUTION

Comply with the following sections during all phases of this work:

Section 01560 Worker Protection - Asbestos Abatement
Section 01562 Respiratory Protection

3.1 GENERAL:

- A. All waste is to be hauled by a waste hauler with all required licenses from all state and local authority with jurisdiction.
- B. Load all asbestos-containing waste material in disposal bags or leak-tight drums. All materials are to be contained in one of the following:
 - 1. Two 6 mil disposal bags or
 - 2. Two 6 mil disposal bags and a fiberboard drum or
 - 3. Sealed steel drum with no bag
- C. Protect interior of truck or dumpster with Critical and Primary Barriers as described in Section 01526 Temporary Enclosures.
- D. Carefully load containerized waste in fully enclosed dumpsters, trucks or other appropriate vehicles for transport. Exercise care before and during transport, to insure that no unauthorized persons have access to the material. Carry extra 6 mil disposal bags in truck.
- E. Do not store containerized materials outside of the Work Area. Take containers from the Work Area directly to a sealed truck or dumpster.
- F. Do not transport disposal bagged materials on open trucks. Label drums with same warning labels as bags. Uncontaminated drums may be reused. Treat drums that have been contaminated as asbestos-containing waste and dispose of in accordance with this specification.
- G. Advise the landfill operator or processor, at least ten days in advance of transport, of the quantity of material to be delivered.
- H. At disposal site unload containerized waste:
 - 1. At a disposal site, sealed plastic bags may be carefully unloaded from the truck. If bags are broken or damaged, rebag immediately on site. Clean entire truck and contents using procedures set forth in section 01711 Project Decontamination.
 - 2. At a processing site truck and loading dock are arranged as a controlled work area and containerized waste is transferred to storage area by site personnel. All bags including broken ones will be transferred. Clean truck, using procedures set forth in section 01711 Project Decontamination.
- I. Retain receipts from landfill or processor for materials disposed of.
- J. At completion of hauling and disposal of each load submit copy of waste manifest, chain of custody form, and landfill receipt to Owner's Representative.

END OF SECTION - 02084

Proposal enclosed
Demolition of Hangar No.3
Jacks Brooks Regional Airport
IFB 19-003/JW
DUE: 2-12-19 @ 11AM

SS
FedEx
FO
FedEx First Overnight
14708 REV 04/16/10

RECEIVED 09:15 AM FEB 12 2019
FedEx
FO
14708 REV 04/16/10

ORIGIN: HOUSTON (713) 486-8800
SHIP DATE: FEB 12 2019
WEIGHT: 8.20 LB
DIM: 11.00 X 11.00 X 11.00
DIMS: 11.00 X 11.00 X 11.00
BILL: BENDER

JEFFERSON COUNTY COURTHOUSE
149 PEARL ST
1ST FL
BEAUMONT TX 77701

8133 9429 8616
TUE - 12 FEB 8:30A
FIRST OVERNIGHT
77701
TX-UB IAH
43 BPTA

RECEIVED 09:15 AM FEB 12 2019
8133 9429 8616

000
90132
FedEx Express
Package US Airbill
8133 9429 8616

From: [Redacted]
Date: 2-11-19
Sender: DEVIN WATSON
Company: ABC INC
Address: 6640 SIGNAL DR
City: HOUSTON TX 77041-2724

1 Year Internal Billing Reference

To: PRICKEN
Company: JEFFERSON COUNTY
Address: 149 PEARL ST
City: BEAUMONT TX 77701

RECEIVED 09:15 AM FEB 12 2019
8133 9429 8616

The World On

FedEx First Overnight
Express Package Service
Package up to 150 lbs. Dimensions: 16x16x16
7 on 3 Signature Mvmt

1 Express Package Service
 FedEx First Overnight
 FedEx 2 Day AM
 FedEx 2 Day
 FedEx Next Business Day
 FedEx Standard Overnight
 FedEx International Economy

2 Packaging
 FedEx Envelope
 FedEx Pak
 FedEx Box
 FedEx Tube
 Other

3 Special Handling and Delivery Signature Options
 Signature Required
 No Signature Required
 Direct Signature
 Indirect Signature
 Adult Signature
 Restricted Signature
 Signature Required
 No Signature Required
 Direct Signature
 Indirect Signature
 Adult Signature
 Restricted Signature
 Signature Required
 No Signature Required
 Direct Signature
 Indirect Signature
 Adult Signature
 Restricted Signature

4 Payment Mode
 Cash
 Credit Card
 Debit Card
 Check
 Other

Total Packages Total Weight

Align bottom of Post and Print Area



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

January 14, 2019

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 19-003/JW, Demolition of Hangar No. 3 at Jack Brooks Regional Airport. Specifications for this project may be obtained from the Jefferson County website <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and three (3) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: Demolition of Hangar No. 3 at Jack Brooks Regional Airport
BID NO: IFB 19-003/JW
DUE DATE/TIME: 11:00 AM CT, February 12, 2019
MAIL OR DELIVER TO: Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

There will be a pre-bid conference and walk-through at 10:00 AM CT on Tuesday, January 29, 2019, in the Airport Administration Conference Room at 5000 Jerry Ware Blvd., Beaumont, Texas 77705. This conference will be bidder's only opportunity to view secured areas of the project.

The County shall require the bidder to furnish a bid security in the amount of five percent (5%) of the total contract cost. The bid bond must be executed with a surety company authorized to do business in the State of Texas. Within ten (10) days after the date of the signing of a contract, the bidder shall furnish a performance bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars (\$100,000). If the contract is for one hundred thousand dollars (\$100,000) or less, the County may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent, at 409-835-8593 or jwest@co.jefferson.tx.us

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah Clark

Deborah L. Clark, Purchasing Agent
 Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – January 16, 2019 & January 23, 2019

IFB 19-003/JW

Demolition of Hangar No. 3 at Jack Brooks Regional Airport

Bids due: 11:00 AM CT, Tuesday, February 12, 2019

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Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Three (3) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

Additionally, Bidder must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

<https://www.co.jefferson.tx.us/Purchasing/>

Instructions to Bidders

1. Bid Submission

Bids must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope or box shall also include the Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Late bids will not be accepted and will be returned unopened to the bidder.

All bids submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

2. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

3. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal.** Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

The County requests that bid submissions NOT be bound by staples or glued spines.

If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.

The bid shall be legally signed and shall include the complete address of the bidder.

Jefferson County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

5. Signatures

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

6. County Holidays – 2019:

January 1	Tuesday	New Year's
January 21	Monday	Martin Luther King, Jr. Day
February 18	Monday	President's Day
April 19	Friday	Good Friday
May 27	Monday	Memorial Day
July 4	Thursday	Independence Day
September 2	Monday	Labor Day
November 11	Monday	Veteran's Day
November 28 & 29	Thursday & Friday	Thanksgiving
December 24 & 25	Tuesday & Wednesday	Christmas
January 1, 2020	Wednesday	New Year's

7. Rejection or Withdrawal

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

8. Emergency/Declared Disaster Requirements

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

9. Award

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected. Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not a

awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

10. Contract

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

11. Waiver of Subrogation

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

12. Fiscal Funding

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

13. Bid Results

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page (<http://co.jefferson.tx.us/purchasing/main.htm>) as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

14. Changes and Addenda to Bid Documents

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

15. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

16. Delivery

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

17. Interpretation of Bid and/or Contract Documents

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

18. Currency

Prices calculated by the bidder shall be stated in U.S. dollars.

19. Pricing

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

20. Notice to Proceed/Purchase Order

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

21. Certification

By signing the offer section of the Offer and Acceptance page, bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

22. Definitions

"County" – Jefferson County, Texas.

"Contractor" – The bidder whose proposal is accepted by Jefferson County.

23. Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

General Conditions of Bidding and Terms of Contract

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

1. Bidding

1.1 Bids. All bids must be submitted on the bid form furnished in this package.

1.2 Authorized Signatures. The bid must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

1.3 Late Bids. Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 Withdrawal of Bids Prior to Bid Opening. A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 Withdrawal of Bids after Bid Opening. Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 Bid Amounts. Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 Exceptions and/or Substitutions. All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 Alternates. The Invitation for Bid and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 Descriptions. Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 Bid Alterations. Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 Tax Exempt Status. Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 Quantities. Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive

any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 Silence of Specifications for Complete Units. All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 Addenda. Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

1.16 General Bid Bond/Surety Requirements. Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 General Insurance Requirements. Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.18 Responsiveness. A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 Responsible Standing of Bidder. To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 Confidential/Proprietary Information

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder **must** clearly mark the applicable pages of Bidder's bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

1.21 Public Bid Opening. Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. Performance

2.1 Design, Strength, and Quality. Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 Age and Manufacture. All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 Delivery Location. All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 Delivery Schedule. Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 Delivery Charges. All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

2.6 Installation Charges. All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 Operating Instructions and Training. Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 Storage. Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 Compliance with Federal, State, County, and Local Laws. Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA. The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 Patents and Copyrights. The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 Samples, Demonstrations and Testing. At Jefferson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

2.13 Acceptability. All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. 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 Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 Maintenance. Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

2.15 Material Safety Data Sheets. Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

3.1 Purchase Orders. A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County 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.

3.2 Invoices. All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

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

3.4 Funding. Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. Contract

4.1 Contract Definition. The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful bidder and Jefferson County.

4.2 Change Order. No different or additional terms will become part of this contract with the exception of a change order. 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 and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.3 Price Re-determination. A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

4.4 Termination. Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any

and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

4.5 Conflict of Interest. Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

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

4.7 Interest by Public Officials. No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.8 Warranty. The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.9 Uniform Commercial Code. The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.10 Venue. This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.11 Sale, Assignment, or Transfer of Contract. The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.12 Silence of Specifications. The apparent silence of these specifications as to any 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.

5. Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding \$100,000.

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (b) Meeting contract performance requirements; or
- (c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products/htm>.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply will all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall ensure that required parts of the bid are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Bidder is responsible for submitting one (1) original bid copy to include a completed copy of this specifications packet in its entirety; and three (3) numbered bid copies to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

All bids shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED BID." The outside of the envelope or box shall also include: Bid Number, Bid Name, Bid Due Date, Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

2. Vendor Registration: SAM (System for Award Management).

Vendors doing business with Jefferson County are required to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

Bidders are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Bid Submission.

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

FORM 1295 Exemptions: What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

3. **Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission) – CONTINUED**

Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.

Vendors must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

4. **Multiple Vendor Award**

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

5. **Delivery**

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

6. **Payment**

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to: Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7th floor, Beaumont, TX 77701.

7. **Usage Reports**

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

8. **Insurance**

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations \$1,000,000

Excess Liability \$1,000,000

Property Insurance (policy below that is applicable to this project):

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 9 Below)

9. Workers' Compensation Insurance

9.1 Definitions:

9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.

9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

- 9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - 9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - 9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - 9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
 - 9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Jamey West, (e-mail: jwest@co.jefferson.tx.us, Phone: 409-835-8593) regarding any questions or comments. Please reference bid number IFB 19-003/JW.

1. INTRODUCTION

This demolition project will include the proper removal transportation and disposal of the Hangar No. 3 located at the Jack Brooks Regional Airport in Beaumont, Texas. For the purpose of this project, all references to Owner's Representative refer to **Fittz & Shipman, Inc.** A walk-through of each work area will be conducted at the pre-bid meeting.

SCOPE

The scope and purpose of these specifications is to establish certain regulations, general requirements, and particular requirements necessary for the demolition of the Jack Brooks Regional Airport Hangar No. 3, and the legal disposal of lead-based paint and asbestos-containing materials on structural components, windows, sheet metal sheathing and associated debris. All metal building components with lead-based paint and/or asbestos-containing materials shall be properly handled and recycled per federal regulations. Furnish 6' high temporary fencing that meets FAA requirements around the perimeter of hangar 3 during demolition and removal.

NOTIFICATIONS

The Contractor shall submit the 10-day demolition notification as required by the State of Texas.

GENERAL CONDITIONS AND REQUIREMENTS

The following list of conditions and requirements are to be understood as being a general guide for the demolition of the building. It must be noted, however, that there are special requirements listed in the specifications which are in addition to these general requirements for demolition, and that it is the responsibility of the Contractor to comply with all particular requirements. The Contractor shall haul off all debris and unsalvageable materials; and no debris or rubble which may pose a threat to public safety will be left on the site overnight. No such debris or material will be placed on a sidewalk or public right-of-way so that it poses a danger to any person.

A. The Contractor shall provide all labor, materials, equipment, services, testing, supervision, and incidentals necessary to perform work of lead-based paint demolition and removal of items bearing lead-based paint and/or asbestos under this contract in accordance with the following specifications. After demolition the areas disturbed shall be cleaned in accordance with the procedures outlined below.

PARTICULAR WORK REQUIREMENTS

The following particular work requirements and conditions:

A. Extreme caution shall be taken when working around any fuel storage area, aircraft, or other airport vehicles or equipment.

B. Before the building is demolished, its utilities shall be safely disconnected. The Contractor shall serve notice to all suppliers of utilities to the building to be demolished, and have the utility suppliers disconnect the services and remove all meters and equipment belonging to them. All piping and wiring shall be properly terminated. Any costs incurred in the termination of utilities and services shall be borne by the Contractor.

C. Demolition and clean-up includes, but is not limited to, the removal of all lumber, doors, windows, wire, structural columns/beams, flooring, sheet metal, appliances, furniture, loose rock, brick, mortar, concrete,

and the cleaning and removal of all rubbish, trash or other debris. The building's slab shall be left in place and in good condition.

D. Fill, grade and level with clean fill dirt all depressions in the earth which exist on the lot and all ruts or other depressions created during the demolition work.

E. All sewer lines exposed through demolition work must be cut off within two (2) inches of the surface to the ground or concrete slab and must be plugged with concrete in such a manner as to prevent ground water incursion into the sanitary sewer system.

HAZARDOUS MATERIALS

A. Materials defined by the Environmental Protection Agency to be hazardous to the environment or persons, shall be disposed of in accordance with all local, state and federal government regulations and governing laws. This shall be the responsibility of the Contractor. The Contractor shall furnish written proof of such disposal. The following specifications shall apply:

1. Contractors must be familiar with the contents of this document, included but not limited to the following:
 - Worker Protection
 - All types of Lead-Based Paint (LBP) and asbestos testing
 - Measures for control and containment of lead dust, asbestos, and debris
 - Contractor is responsible for the protection of its employees and subcontractors, and for the proper disposal of all hazardous materials.
2. In addition, the Contractor must be able to substantiate sufficient prior de-leading and asbestos removal experience and/or education providing same with the foresight of the prevailing LBP and asbestos abatement techniques and safety practices contained herein.
3. Contractors should be experienced in building renovation and restoration, guidelines for control and the handling of toxic and hazardous materials and protection of the environment and the health of all occupants and workers, as per applicable EPA, OSHA, and NIOSH regulations.
4. The following methods shall be adhered to during the demolition activities. Any deviation from this list shall require Consultant's prior approval:
 - a) HEPA vacuum visible debris in vicinity of demolition area involving lead paint.
 - b) HEPA vacuum loose lead-based paint on concrete and wash down with a 5% trisodium phosphate solution.
 - c) The Contractor shall perform Toxicity Characteristic Leachate Procedure (TCLP) sampling of the waste stream prior to moving waste containers off site. This activity shall be supervised by the Consultant. Samples shall be analyzed for TCLP by US EPA Method 1311.
 - d) Debris: Collect and properly dispose of lead-contaminated paint chips and debris from the floor and surrounding areas of LBP.

B. APPLICABLE REGULATIONS, CODES AND STANDARDS

1. The Contractor shall acknowledge that he is aware of and will maintain strict compliance with all regulations, codes, standards, and ordinances governing the performance of his work. Furthermore, the Contractor shall be responsible for any failure to comply with applicable documents.
2. Applicable documents include but are not limited to the following:
 - a) OSHA 29 CFR 1926.62, Lead Exposure in Construction (Interim Final Rule);
 - b) OSHA 29 CFR 1910.1025, Lead, General Industry;
 - c) OSHA 29 CFR 1910.1200, Hazard Communication;
 - d) OSHA 29 CFR 1910.134, Respiratory Protection;

- e) OSHA 29 CFR 1910.145, Specifications for Accident Prevention Signs and Tags;
- f) OSHA 29 CFR 1926.59, Hazard Communication;
- g) US HUD, "Lead-Based Paint: Interim Guidelines for Hazard Identification and Abatement in Public and Indian Housing", September 1990;
- g) Lead-Based paint Hazard Elimination; Interim Rule Title 24, Part 35, 905, 941, 965, and 968 of the Code of Federal Regulations; and
- h) EPA 40 CFR 261, Resource Conservation and Recovery Act (RCRA.)

3. The most current issue of each document shall apply. Where conflict among requirements or with these specifications exists, the more strict or stringent requirement or interpretation shall apply.

4. The Contractor shall provide at least one copy of any applicable EPA, OSHA, State or City regulation, code, or ordinance at the site available for review.

5. Nothing is intended to relieve the Contractor of any responsibility for compliance with state or local laws, ordinances, codes or regulations governing lead-based abatement. Where state and local requirements are more stringent than the Federal regulations, those state and local requirements must be followed by the Contractor.

C. NOTICES AND SUBMITTALS

1. Prior to commencing of the work, the Contractor shall provide to the Owner's Representative:
 - a) Assurance that the results of worker medical examinations for blood **lead level** tests are below OSHA guidelines
 - b) Material Safety Data Sheets (MSDSs) for products used or stored at the job site
 - c) Name of testing laboratory to be used for analytical testing of waste materials generated as a result of this project
 - d) The starting and completion dates of the demolition work
2. During performance of the work, the Contractor shall provide to the Owner's Representative:
 - a) Test results from analysis of waste materials generated.
 - b) Results of OSHA compliance air sampling conducted on Contractor's employees.
 - c) Daily Log.

C. SIGNAGE

1. At least 24 hours before starting removal or handling of lead-painted components, the Contractor shall establish a regulated work area around the contaminated equipment and shall display a warning sign(s), as appropriate.

**WARNING
LEAD WORK AREA
POISON
NO SMOKING OR EATING**

D. CONTROL OF ACCESS

No one may enter or remain in a regulated work area at any time during demolition which involves lead paint, unless that person is:

1. The Contractor and his employees.
2. The Owner's Representative's Representative or a state or local enforcement official or his designee.

E. WORKER PROTECTION

1. The Contractor shall insure that his employees are protected in accordance with all applicable federal, state and local standards.
2. Initial biological monitoring is required for interim work activities.
3. Workers will wear full body disposable suits with hoods and booties. A TYVEK or similar type of suit may be worn. Suits will be worn in the work area at all times after the pre-abatement inspection and shall remain in use until the area passes final clearance inspection. Light-weight nylon clothes may be worn under the disposable suit, but these underclothes must be changed before leaving the work area and should be laundered separately.
4. Goggles with side shields will be worn when working with a material that may splash or fragment, or if protective eye wear is specified on the MSDS for that product.
5. Personal hygiene practices by all workers in compliance with applicable regulations shall be enforced by the Contractor:
 - a.) No eating, drinking, or use of tobacco shall be allowed in the work area. The Contractor shall provide a clean space, separated from the work area, for eating and drinking purposes.
 - b.) Disposable clothing, such as TYVEK suits, and other personal protective equipment (PPE) must be donned prior to entering the work area. Disposable suits shall be used once, then shall be properly discarded.
 - c.) All workers must wash upon leaving the work area in a wash facility provided by the Contractor. Wash facility will consist of, at least, running potable water, towels, and a HEPA vacuum. Upon leaving the work area, each worker will wash and dry face and hands, HEPA vacuum clothes, and remove and dispose of the work suit as contaminated waste.

F. CONTROL OF EMISSION AND DUST

1. When handling/abating lead-contaminated building components outdoors, Contractor shall spread a minimum 10 mil polyethylene sheet beneath the work area under the component to be removed. The drop cloth shall extend a minimum of 3 ft. from the wall for every 10 ft. of vertical distance involved in the work. Lateral distance along the wall should match this distance on either side of the work area.
2. Minimize creation of lead-contaminated dust and airborne particles by using methods and procedures that create the least amount of dust.
3. When working with lead-painted surfaces, Contractor shall exercise care to avoid dislodging any flaking paint from the substrate.
4. Plastic drop cloths, contaminated paper towels, and other dust and debris generated during the abatement shall be carefully folded into the plastic sheeting to avoid shaking dust from the surface. Folded plastic sheeting shall be deposited for temporary storage and testing in a disposal bag.

G. AIR MONITORING AND INSPECTION

1. The Contractor shall be responsible for compliance air monitoring of his workers, per OSHA regulation and as detailed in the Lead Safety and Health Plan.
2. Personal air samples representative of a full shift including at least one sample for each job classification in each work area either for each shift or for the shift with the highest exposure level shall be collected and analyzed. Air samples should be taken in accordance with NIOSH Method 7082, or equivalent.
3. Worker exposure levels shall be evaluated with respect to the OSHA Action Level (30 $\mu\text{g}/\text{m}^3$) and the Permissible Exposure Level (50 $\mu\text{g}/\text{m}^3$) as 8-hour Time-Weighted Averages. If measured exposure levels

exceed the criteria set for respiratory protection and personal protection of workers, the Contractor shall stop work, shall notify the Owner's Representative, shall attempt to correct and control the operation to reduce the elevated contamination dust levels.

4. After Contractor has completed final clean-up, and performed a visual inspection, the Consultant will perform a detailed visual inspection. All surfaces will be examined for the presence of dust or debris, especially flat surfaces. If dust or debris is found, Contractor shall re-clean the entire work area and a repeat of the detailed visual inspection will occur.

H. CLEANING SOLUTIONS

1. Contractor shall provide solution containing at least one ounce of five percent trisodium phosphate per each gallon of water.

I. DISPOSAL

1. Disposal bags shall be, as a minimum, individual, 6 mil thick, leak-tight, manufactured polyethylene bags.
2. Polyethylene wrap shall be 6 mil and 10 mil polyethylene sheeting.
3. Disposal drums shall meet US Department of Transportation (DOT) regulations for disposal of respective waste(s) generated.
4. Disposal labels shall identify waste materials (before TCLP testing.) Hazardous wastes shall be identified as such in compliance with RCRA regulations for hazardous materials.

J. CLEAN UP OF WORK AREA

1. Clean-up shall be performed by contractor as follows:
 - a. After the demolition work has been completed, remove all debris and dispose of it in designated containers.
 - b. Deposit all lead-contaminated waste, including sealing tape, plastic sheeting, mop heads, sponges, filters, and disposable clothing, etc. in double plastic bags, at least 6 mil thick or single 10 mil thick, and seal the bags.
 - c. After vacuum cleaning, phosphate wash concrete surface in the work area with a solution containing at least 1 ounce of 5 percent trisodium phosphate to each gallon of water.
 - d. After floor washing has dried, HEPA vacuum clean surfaces until no visible residue remains.

K. WASTE DISPOSAL

1. The Contractor shall remove daily all lead waste from the work area.
2. The Contractor shall be responsible for removing, controlling, waste materials, all treated as hazardous waste until classification through testing is completed. This includes not only solid wastes but also waste water generated from interim and final clean-up.
 - a. During the actual demolition, the Contractor shall not leave debris in the work area or adjacent property, incinerate debris, dump waste into landfills, or introduce lead-contaminated water into storm or sanitary sewers.
3. For disposal of waste materials, the requirements of the Resource Conservation and Recovery Act (RCRA) as well as applicable state and local solid waste plan requirements shall be complied with.
 - a. Testing of lead-contaminated waste materials per the US EPA's Toxicity Characteristics Leaching Procedure (TCLP) will be conducted.
 - b. If the TCLP results equal or exceed 5.0 mg/l of lead, the waste must be handled as hazardous waste, to be transported to a licensed treatment, storage, and disposal facility (TSDF).
 - c. If the TCLP results are below the regulatory threshold of 5.0 mg/l, the wastes are not considered as being hazardous and can be disposed of as construction debris.

d. Results of TCLP testing and analysis will be submitted to the Consultant before disposal of the particular waste stream.

e. The following waste materials will be tested to determine whether or not they are hazardous wastes:

- 1.) Lead paint chips
- 2.) Waste water
- 3.) Dust from HEPA filters and from damp sweeping
- 4.) Plastic sheets, duct tape, or tape used to cover floors and other services during the demolition activities
- 5.) Rags, sponges, mops, HEPA filters, respirator cartridges, scrapers, and other materials used for cleanup
- 6.) Disposable work clothes and respirator filters
- 7.) Any other items contaminated with lead-based paint

f. Non-hazardous solid wastes shall be placed in double (6 mil) or single (10 mil) polyethylene bags that are air tight and puncture resistant.

- 1.) The Contractor shall contain and properly dispose of all liquid waste, including lead-dust contaminated wash water.
- 2.) Exteriors of all containers and disposal bags shall be HEPA vacuumed prior to their removal from the work area and shall be wet wiped. Containers and bags should then be moved into the designated storage area.
- 3.) The Contractor shall carefully place the containers into a truck or dumpster used for disposal.

g. Disposal of Hazardous Waste (as determined by analytical testing): The Contractor shall be required to comply with the RCRA regulations.

- 1.) Lead-contaminated debris shall not be stored in the work area while awaiting testing and removal. A temporary hazardous waste storage area shall be designated and managed for storage, in compliance with all federal, state, and local regulations.
- 2.) Waste containers used will comply with EPA and DOT regulations for containers used in storing and hauling hazardous wastes.
- 3.) If the Contractor is not a certified hazardous waste transporter, a subcontract shall be entered into with a certified transporter to move the hazardous wastes. The third party hauler shall be required to follow RCRA regulations, and all manifestation of the transport and disposal of the hazardous wastes shall be completed and submitted to the Owner's Representative.
- 4.) Copies of transport and disposal manifests shall be submitted to the Owner's representative for distribution to Owner's Project Management team and Environmental Management and Hazardous Waste Program.

L. POST ABATEMENT SUBMITTALS

1. The Contractor shall provide a total of 5 copies of each submittal. The submittals will be provided to the Owner's Representative for distribution to Owner's Project Management team, and Environmental Management and Hazardous Waste Program. Each set of submittals will be bound using three-hole punch paper.

2. The Contractor shall submit to the Owner's Representative copies of all manifests for the transportation and disposal of solid and hazardous wastes generated.

3. The Contractor shall submit to the Owner's Representative copies of all records indicating that the demolition work has been performed in compliance with applicable regulation and these specifications.

General Notes

1. Demolition work includes the complete wrecking of structures and the removal and disposal of all demolished materials.
2. Contractor to coordinate the shut-off, capping and continuation of utility services as required.
3. Buildings and other structures to be demolished will be vacated and discontinued in use prior to the start of the work.
4. The Owner assumes no responsibility for the actual condition of structures to be demolished.
5. Conditions existing at the time of inspection for bidding purposes will be maintained by the Owner insofar as practicable. However, variations within the structure may occur by Owner's removal and salvage operations prior to the start of the demolition work.
6. Storage or sale of removed items on the Project Site will not be permitted.
7. The use of explosives will not be permitted.
8. Conduct demolition operations and the removal of debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.
9. Ensure the safe passage of persons around the area of demolition. Conduct operations to prevent injury to adjacent buildings, structures, other facilities, and persons.
10. Promptly repair damages caused to adjacent facilities by demolition operations at no cost to the Owner.
11. Maintain existing utilities indicated to remain, keep in service, and protect against damage during demolition operations.
12. Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary service during interruptions to existing utilities, as acceptable to the governing authorities.
13. The Contractor will disconnect and seal the utilities serving each structure to be demolished, prior to the start of demolition work, upon written request of the Owner. Reconnect services to buildings or portion of buildings as required.
14. Use water sprinkling, temporary enclosures, and other suitable methods to limit the amount of dust and dirt rising and scattering in the air to the lowest practicable level.
15. Comply with the governing regulations pertaining to environmental protection.
16. Do not use water when it may create hazardous or objectionable conditions such as ice, flooding and pollution.
17. Clean adjacent structures and improvements of all dust, dirt and debris caused by demolition operations, as directed by the Engineer or governing authorities. Return adjacent areas to condition existing prior to the start of the work.
18. Demolish buildings completely and remove from the Project Site. Use such methods as required to complete the work within the limitations of governing regulations.

- 19.** Small structures may be removed intact when acceptable to the Engineer and approved by the authorities having jurisdiction.
- 20.** Proceed with demolition in a systematic manner, from the top of the structure to the ground. Complete demolition work above floor before disturbing any of the supporting members on ground level.
- 21.** Demolish concrete and masonry in small sections.
- 22.** Remove structural framing members and lower to ground by means of hoists, derricks, or other suitable methods.
- 23.** Locate demolition equipment throughout the structure and remove materials so as not to impose excessive loads to walls, floors or framing to remain.
- 24.** Remove from the Project Site all debris, rubbish and other materials resulting from demolition operations.
- 25.** After grading is complete, the site shall be cleaned of all construction debris 2" diameter and larger.
- 26.** Burning of removed materials from demolished structures will not be permitted on the Project Site.

Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Name & Number: IFB 19-003/JW, Demolition of Hangar No. 3 at Jack Brooks Regional Airport

Bidder's Company/Business Name: D.H. Griffin of Texas, Inc.

Bidder's TAX ID Number: XXXXXXXXXX

Contact Person: John W. Angelina

Title: Vice President Estimating

Phone Number (with area code): 713-991-4444

Alternate Phone Number if available (with area code): 281-639-9469

Fax Number (with area code): 713-991-4445

Email Address: johnw@dhgt.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

8690 Lambright Road

Address

Houston, Texas 77075

City, State, Zip Code

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): 1 , 2 , _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

D.H. Griffin of Texas, Inc.
Company Name

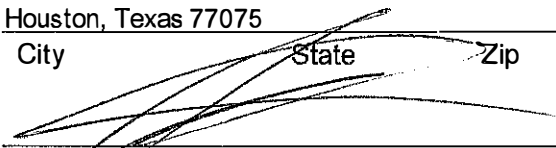
For clarification of this offer, contact:

8690 Lambright Road
Address

John W. Angelina
Name

Houston, Texas 77075
City State Zip

713-991-4444 713-991-4445
Phone Fax


Signature of Person Authorized to Sign

johnw@dhgt.com
E-mail

John F. Angelina
Printed Name

President
Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. 19-033/JW, Demolition of Hangar No. 3 at Jack Brooks Regional Airport. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Bidder proposes to furnish all labor, material and equipment, and to perform all work necessary for the demolition of Hangar No. 3 at the Jack Brooks Regional Airport in accordance with drawings and specifications prepared by Fittz & Shipman, Inc. for the following sum:

Total Bid Amount: \$ 65,500 . 00

Total Bid Amount Written in Words:

Sixty-Five Thousand Five Hundred dollars and Zero /100

Bidder has examined the bid specifications and the nature and kind of work to be performed and is informed of all local conditions and other things that might affect the cost or difficulty of performing the Work, and Bidder represents and warrants that Bidder has experience in the use of materials and methods of performance specified, and that Bidder will do the Work and construct the improvements with the specified materials as contemplated and indicated by the Drawings and Specifications.

Upon receipt of notice of acceptance of bid, Bidder agrees to execute the Contract within 10 (ten) days after such notice, deliver Performance and Payment Bonds for the faithful performance of the Work, to begin work on or before the date of commencement of the Work established in the Notice to Proceed, and to complete the Work in **(30) calendar days**.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project on or before the date of completion shown on the "Notice to Proceed". Bidder further agrees to pay as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter.

Acknowledgment of Addenda (if any):

Addendum 1 X Date Received 1/24/19

Addendum 2 X Date Received 2/01/19

Addendum 3 _____ Date Received _____

Bidder Shall Return Completed Form with Offer.

Vendor References

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: _____

Address: 19416 Park Row, Suite 120, Houston, Texas 77084

Contact Person and Title: Tim O'Neil, President

Phone: 281-501-6100

Fax: 281-501-6105

Email Address: tim@esepartners.com

Contract Period: 2010-2011

Scope of Work: Demolition of Imperial Sugar Plant

REFERENCE TWO

Government/Company Name: _____

Address: 3009 Post Oak Boulevard, Suite 910, Houston, Texas 77056

Contact Person and Title: Kevin Breece, Project Executive

Phone: 713-401-5269

Fax: 713-401-5290

Email Address: lee.breece@skanska.com

Contract Period: 2014-2015

Scope of Work: Demolition of a Twelve-Story and a Eighteen-Story Buildings

REFERENCE THREE

Government/Company Name: Shell Chemical

Address: 5900 Highway 225 East, Deer Park, Texas 77536

Contact Person and Title: Michael Owens, Shell Oil Demolition SME

Phone: 713-246-7673

Fax: 713-246-6033

Email Address: michael.owens@shell.com

Contract Period: Current

Scope of Work: Demolition of Miscellaneous Industrial Projects

Bidder Shall Return Completed Form with Offer.

Signature Page

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

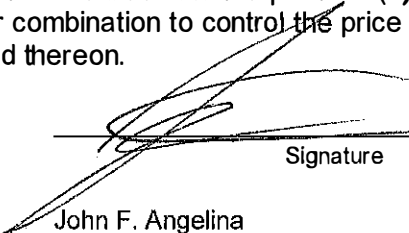
Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?.....Yes No

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

D.H. Griffin of Texas, Inc.
Bidder (Entity Name)


Signature

8690 Lambright Road
Street & Mailing Address

John F. Angelina
Print Name

Houston, Texas 77075
City, State & Zip

February 11, 2019
Date Signed

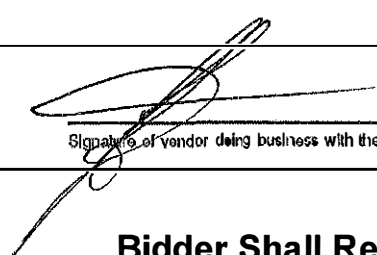
713-991-4444
Telephone Number

713-991-4445
Fax Number

johnw@dhgt.com
E-mail Address

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="padding: 2px;">OFFICE USE ONLY</th> </tr> </thead> <tbody> <tr> <td style="padding: 2px;">Date Received</td> </tr> </tbody> </table>		OFFICE USE ONLY	Date Received
OFFICE USE ONLY				
Date Received				
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p style="margin-left: 40px;">D.H. Griffin of Texas, Inc. - John F. Angelina</p>				
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(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.)</p>				
<p>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center; margin-left: 100px;">None</p> <p style="text-align: center; margin-left: 100px;">Name of Officer</p> <p>This section (Item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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 named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by 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?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>				
<p>4</p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 45%;"> <p style="text-align: center; margin-left: 100px;">  _____ Signature of vendor doing business with the governmental entity </p> </div> <div style="width: 45%; text-align: right;"> <p>February 11, 2019 Date</p> </div> </div>				

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		<p>OFFICE USE ONLY</p> <p>Date Received</p>
1	Name of Local Government Officer	
2	Office Held	
3	Name of vendor described by Sections 176.001(7) and 176.003(n), Local Government Code	
4	Description of the nature and extent of employment or other business relationship with vendor named in Item 3	
5	<p>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in Item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</p> <p>Date Gift Accepted Description of Gift</p> <p>Date Gift Accepted Description of Gift</p> <p>Date Gift Accepted Description of Gift</p> <p style="text-align: center;">(attach additional forms as necessary)</p>	
6	<p>AFFIDAVIT</p> <p>I swear under penalty of perjury that the above statements are true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Signature of Local Government Officer</p> <p>AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.</p> <p>_____ Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath</p>	

Adapted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

Yes No

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

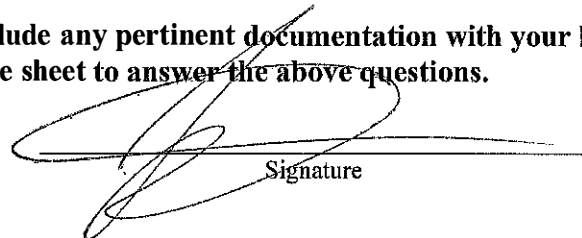
Did the Prime Contractor/Consultant . . .

- Yes No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum-HUB-Subcontractor participation?
- Yes No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
- Yes No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant's organization)?
- Yes No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?
- Yes No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
- Yes No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your bid.

If necessary, please use a separate sheet to answer the above questions.

John F. Angelina
Printed Name of Authorized Representative


Signature

President

Title

February 11, 2019

Date

Bidder Shall Return Completed Form with Offer.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
 Yes No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: N/A HUB: Yes No

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

 Printed Name of Contractor Representative Signature of Representative Date

 Printed Name of HUB Signature of Representative Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
 Yes No

Prime Contractor: N/A HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: \$ _____ Total HUB Subcontract(s): \$ _____

Construction HUB Goals: 12.8% MBE: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Texas Bldg & Procurement Comm. Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

**Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form**

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

**All HUB Subcontractor Participation may be verified with the
HUB Subcontractor(s) listed on Part I.**

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- All subcontractors to be utilized are "Non-HUBs." (Complete Part III)
 HUBs were solicited but did not respond.
 HUBs solicited were not competitive.
 HUBs were unavailable for the following trade(s): Asbestos
 Other: Unable to find HUB subcontractors.

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? Yes No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: Sitek Omni Services

Address: 1710 1st Street East Humble, Texas 77338
Street City State Zip

Contact person: Jon Woodard Title: Vice President

Phone (with area code): 281-812-1461 Fax (with area code): 281-812-1759

Proposed Subcontract Amount: \$ Percentage of Prime Contract: %

Description of Subcontract Work to be Performed: Asbestos Abatement

Subcontractor Name: N/A

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ Percentage of Prime Contract: %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: N/A

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: N/A

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

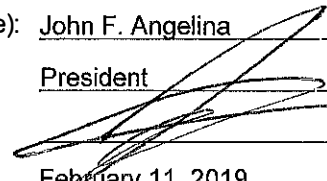
Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): John F. Angelina

Title: President

Signature: 

Date: February 11, 2019

E-mail address: jfa@dhgt.com

Contact person that will be in charge of invoicing for this project:

Name (print or type): Karen Wisner

Title: Accounting Manager

Date: February 11, 2019

E-mail address: kal@dhgt.com

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

- I certify that D.H. Griffin of Texas, Inc. [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.
- I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ (city and state).

Taxpayer Identification Number (T.I.N.):	76-0455054
Company Name submitting bid/proposal:	D.H. Griffin of Texas, Inc.
Mailing address:	8690 Lambright Road, Houston, Texas 77075
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**
N/A	

* This is the property amount identification number assigned by the Jefferson County Appraisal District.
 ** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

House Bill 89 Verification

I, John F. Angelina, the undersigned representative of (company or business name) D.H. Griffin of Texas, Inc. (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

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

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Signature of Company Representative

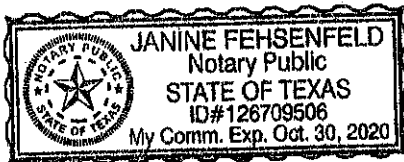
February 11, 2019

Date

On this 11th day of February, 2019, personally appeared

John F. Angelina, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal



Janine Fehsenfeld
Notary Signature

February 11, 2019

Date

Bidder Shall Return Completed Form with Offer.

Senate Bill 252 Certification

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

D.H. Griffin of Texas, Inc.

Company Name

19-003/JW

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF Texas COUNTY OF Harris

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas,

on this day personally appeared John F. Angelina, who
(name)

after being by me duly sworn, did depose and say:

"I, John F. Angelina am a duly authorized officer of/agent
(name)
for D.H. Griffin of Texas, Inc. and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said D.H. Griffin of Texas, Inc.
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: D.H. Griffin of Texas, Inc.
8690 Lambright Road, Houston, Texas 77075

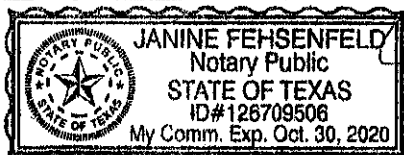
Fax: 713-991-4445 Telephone# 713-991-4444

by: John F. Angelina Title: President
(print name)

Signature: [Handwritten Signature]

SUBSCRIBED AND SWORN to before me by the above-named John F. Angelina on

this the 11th day of February, 2019.



[Handwritten Signature]
Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.

Sample Contract

This agreement made this [Date] day of [Month], 2019, by and between the County of Jefferson, Texas represented by the County Judge, party of the first part, and [Contractor/Vendor Name] his/their executors, administrators, heirs, successors or assigns, the Contractor, party of the second part.

WHEREAS, the County desires to enter into a contract for **Invitation for Bid (IFB 19-003/JW), Demolition of Hangar No. 3 at Jack Brooks Regional Airport** as shown and described in the Contract Documents (to include plans, drawings, specifications, addenda, special provisions, and this Contract documents itself) included herein, and

WHEREAS, the Contractor has been engaged in and now does such work and represents that he is fully equipped, competent and capable of performing the desired and herein outlined work and is ready and willing to perform such work in accordance with the unit prices listed herein and the provisions of the herein included in the Contract Documents, and special provisions now

WITNESSETH: That for and in consideration of the unit prices listed herein, a part of this contract, the Contractor agrees to do, at his own proper cost and expense, all the work necessary for project completion as shown and described in the plans and in accordance with the provisions of the plans, drawings, specifications, addenda, and special provisions which are a part of this contract.

CONTRACTOR'S REPRESENTATIONS:

In order to induce Jefferson County to enter into this Agreement, Contractor makes the following representations:

Contractor has examined and carefully studied the Contract Documents (including plans, drawings, specifications, addenda, special provisions) identified in the Bidding Documents.

Contractor has visited the Site and/or become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.

Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

Contractor is aware of the general nature of any work to be performed by Jefferson County and the others at the Site that relates to the Work as indicated in the Contract Documents.

Contractor has given Jefferson County written notice of all conflicts, errors, ambiguities, or discrepancies that contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer or Purchasing Department is acceptable to the Contractor.

The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

LIQUIDATED DAMAGES:

Contractor and Jefferson County recognize that time is of the essence of this Agreement and that Jefferson County will suffer financial loss if the Work is not completed within the times specified in the bid specifications and this above, plus any extensions thereof allowed in accordance with bid specifications. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Jefferson County if the Work is not completed on time. Accordingly, instead of requiring any such proof, Jefferson County and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Jefferson County **\$100.00** for each day that expires after the time specified in Notice to Proceed.

CONTRACT PRICE:

Jefferson County shall pay Contractor the lump sum amount of \$ **[Contract Amount Here]** for completion of the Work in accordance with Contract Documents including plans, specifications, addenda, and special provisions for Project: **(IFB 19-003/JW), Demolition of Hangar No. 3 at Jack Brooks Regional Airport.**

All specific cash allowances are included in the above price and have been calculated in accordance with bid specifications and addenda (if applicable).

CONTRACT TIMES:

Time for completion of this contract shall be calculated beginning on the effective date given in the Notice to Proceed.

The work to be constructed under this contract shall be completed in (30) working days.

The County, in consideration of the full and true performance of said work by the Contractor, hereby agrees and binds itself to pay the Contractor for the quantities of work performed in compliance with this contract at the respective unit prices set forth herein, subject to adjustment as herein provided. The following items of work and respective unit prices are those contained in the original proposal and are a part of this contract. The County limits its obligation hereunder to the funds available.

The Contractor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement, or in compensation for services in connection therewith, any brokerage commission or percentage upon the amount receivable by him hereunder; and that he has not in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission or percentage; and that all moneys payable to him hereunder are free from all obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the County or for deduction from any sum due or to become due thereunder an amount equal to any brokerage commission or percentage so paid or agreed to be paid or both.

In the employment of labor in the performance of this contract, preference shall be given, other conditions being equal, to honorably discharged service personnel, but no other preference or discrimination among citizens of the United States shall be made.

It is acknowledged and agreed by the parties hereto that this contract is the full and complete contract for the construction of the work called for and described herein.

IN WITNESS WHEREOF, the parties hereto have set their hands the date herein named.

COUNTY OF JEFFERSON

Party of the First Part

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs hereto approved and authorized by the Commissioners' Court of Jefferson County:

By: _____
Jeff R. Branick, County Judge

RECOMMENDED FOR EXECUTION:

Billy J. Smith, Jr., President
Fittz & Shipman, Inc. / Consulting Engineer

CONTRACTOR

Party of the Second Part

By: _____
Printed Name & Title

Signature

Firm/Company Name

ATTEST: _____ DATE: _____
Carolyn L. Guidry, County Clerk



Building HEROES. Protecting HEROES.

TECHNICAL SPECIFICATIONS

FOR:

**Jack Brooks Regional Airport – Hangar #3
4875 Parker Drive
Beaumont, Texas
Asbestos/Lead Abatement Project**

PREPARED FOR:

**Jefferson County – Jack Brooks Regional Airport
4875 Parker Drive
Beaumont, Texas 77705**

PREPARED BY:

**Total Safety U.S., Inc.
365 Hwy 365
Port Arthur, Texas 77640**

By: _____

A handwritten signature in black ink, appearing to read "Daniel R. Ward", is written over a horizontal line.

**Daniel R. Ward
DSHS Consultant License No. 10-5479
DSHS Agency License No. 10-0489**

December 2018
Project No.: 6079122

SECTION 01013 - SUMMARY of WORK (ASBESTOS/LEAD)

PART 1 – GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 PROJECT/WORK IDENTIFICATION:

- A. Except as otherwise expressly provided herein, Contractor shall supply all labor, supervision, installed and consumable materials, equipment, tools, services, testing devices, warehousing, and each and every item of expense necessary for the supply, fabrication, erection, installation, application, handling, hauling, unloading and receiving, construction, evaluation, design engineering, testing, and assembly of the abatement of asbestos/lead-containing/contaminated materials at the **Jack Brooks Regional Airport – Hangar #3 located at 4875 Parker Drive in Beaumont, Texas** herein called the Work.
- B. The Work described herein shall include furnishing all labor, materials, equipment, services, insurance, safety equipment, supplies, and incidentals which are necessary or required to clean up all disturbed asbestos/lead-containing materials at the worksite, including airborne /lead fibers to the levels indicated herein. Further, this work shall include packing, handling, transporting, and disposing of disturbed asbestos/lead-containing materials in an appropriate landfill, as required by law.
- C. The Asbestos/Lead Abatement Contractor shall comply with these plans and specifications, their intent, and any requirements set forth by Federal, State or local agencies having jurisdiction over this project.
- D. **Quantities: Quantities, if given in the specifications and/or on the Drawings, are approximate. The contractor shall be solely responsible for all quantities of materials specified for removal or clean up.**
- E. Contract Documents: Related requirements and conditions that are indicated on the Contract Documents include, but are not necessarily limited to the following:
1. Applicable codes and regulations.
 2. Notices and permits.
 3. Existing site conditions and restrictions on use of the site.
 4. Work performed prior to work under this Contract.
 5. Alterations and coordination with existing work.
 6. Work to be performed concurrently by the Owner.
 7. Work to be performed concurrently by separate contractors.
 8. Alternates.
 9. Allowances.
 10. Pre-purchased material/equipment for Contract, with purchase price included in the Contract Sum.
 11. Pre-purchased subcontracts for the Contract, with subcontract amounts included in the Contract Sum.
 12. Requirements for partial Owner occupancy prior to substantial completion of the Contract Work.

- F. **Summary by References:** Work of the Contract can be summarized by references to the Contract, General Conditions, Supplementary Conditions, Specification Sections, Drawings, addenda and modifications to the Contract Documents issued subsequent to the initial printing of this project manual and including but not necessarily limited to printed material referenced by any of these. Work of the Contract is also unavoidably affected or influenced by governing regulations, natural phenomenon including weather conditions and other forces outside the contract documents.
- G. **Abbreviated Written Summary:** Briefly and without force and effect upon the contract documents, the work of the Contract can be summarized as follows:
- H. **The Work includes the removal of asbestos/lead-containing materials in select areas of the structure according to the requirements of the following specification sections in the sequence indicated:**
- I. **General and Administrative Requirements:** are set forth in the following specification sections:
1. 01013 - Summary of Work (Asbestos/Lead)
 2. 01043 - Project Coordination
 3. 01091 - Definitions and Standards
 4. 01301 - Submittals
 5. 01701 - Project Closeout
- J. **Abatement Work Requirements:** are set forth in the following specification sections, listed here according to the sequence of the work:
1. 01092 - Codes, Regulations and Standards: sets forth governmental regulations and industry standards which are included and incorporated herein by reference and made a part of the specification. This section also sets forth those notices and permits which are known to the Owner and which either must be applied for and received, or which must be given to governmental agencies before start of work.
 2. 01503 - Temporary Facilities: sets forth the support facilities needed such as electrical and plumbing connections for the decontamination unit and office space for the Project Administrator.
 3. 01526 - Temporary Enclosures - details the requirements for the sheet plastic barriers isolating the work area from the balance of the building.
 4. 01563 - Decontamination Units - explains the setup and operation of the personnel and material decontamination units.
 5. 01513 - Temporary Pressure Differential and Air Circulation System - sets forth the procedures to set up pressure differential isolation and ventilation of the work area.
 6. 01560 - Worker Protection - describes the equipment and procedures for protecting workers against asbestos/lead contamination and other workplace hazards except for respiratory protection.
 7. 01562 - Respiratory Protection - sets forth the procedures and equipment required for adequate protection against inhalation of airborne asbestos/lead fibers.
 8. 02084 - Disposal of Asbestos/Lead Containing Waste Material
- K. **Decontamination of the Work Area:** after completion of abatement work is described in the following sections:

1. 01712 - Cleaning and Decontamination Procedures: sets forth procedures to be used on contaminated objects and rooms which are not part of an abatement work area.
2. 01711 - Project Decontamination: describes the sequence of cleaning and decontamination procedures to be followed during removal of the sheet plastic barriers isolating a work area.
3. 01714 - Work Area Clearance: describes the analytical methods used to determine if the work area has been successfully cleaned of contamination.
4. 01701 - Project Closeout: details the closeout procedures to end the project once abatement work is complete including final paperwork requirements.

1.3 SCOPE OF WORK (SPECIFIC)

ASBESTOS-CONTAINING MATERIALS

MATERIAL	LOCATION	AMOUNT
<i>Window/Door Caulking Glazing</i>	<i>Northwest Wall Southeast Wall Northeast Entry Panels</i>	<i>52 Windows 1 Entry Door</i>

LEAD-BASED PAINT

MATERIAL	LOCATION	AMOUNT
<i>Metal Beams</i>	<i>Throughout Structure</i>	<i>Throughout</i>
<i>Interior Panels</i>	<i>Throughout Structure</i>	<i>Throughout</i>
<i>Door Frame</i>	<i>Northeast Corner</i>	<i>One Entry Door</i>

1.4 SCOPE OF WORK (GENERAL)

- A. Protect and isolate, as required, all building systems and appurtenances affected or traversing through and contained within the work area.
- B. Seal all penetrations, chases, cavities and voids, etc. prior to the removal of any asbestos/lead-containing/contaminated material.
- C. All final air asbestos clearance samples shall be analyzed by Phase Contrast Microscopy (PCM) as outlined in Section 01714.

1.5 SPECIAL REQUIREMENTS

- A. The Asbestos/Lead Abatement Contractor is reminded that he is responsible for inspecting and removing any known or suspected asbestos/lead-containing materials within the work areas. **The contractor shall adhere to the following, if applicable:**
 1. In areas regulated for asbestos/lead abatement work, a pressure measuring device such as a manometer with strip recorder or equivalent shall be used to document the pressure differential in the regulated areas.

2. In areas regulated for asbestos/lead abatement work, all water sprayers shall be airless, or other type low pressure sprayer, for amended water application.
3. Transportation equipment, as required, shall be suitable for loading, temporary storage, transit, and unloading of contaminated waste to minimize exposure to persons or reduce the potential of release to the environment.
4. Any damage to adjacent property, including but not limited to walls, furnishings, etc., shall be repaired or replaced at the Contractor's expense. Owner shall make the decision whether damaged items may be repaired or shall be replaced.
5. It shall be in intent of the plans and specifications that all asbestos/lead-containing materials that could be hazardous to the health or welfare of the building occupants, visitors, or the general public be removed. This shall be accomplished in a manner consistent with present engineering practices to reduce the hazards or potential for hazards to building occupants, visitors, contractor personnel, and the general public.
6. Once differential pressure has been established:
 - a) Contractor shall have at least one representative posted at the site on a 24-hour basis.
 - b) Contractor is solely responsible for security of the project site.
 - c) No site is to be left unattended.
 - d) Attendants shall have the ability to effectively communicate the inherent dangers of the project, and be qualified, capable, and equipped to enter the containment (licensed as an asbestos/lead abatement supervisor by the Texas Department of Health).
 - e) The security guard(s) will be trained and familiar with building systems, including but not limited to, water turn-off points, electrical equipment, etc.
 - f) There will be no additional payments for security guards.
 - g) Security attendants are to make periodic inspections of the work area, and shall not be allowed to sleep while on duty.
7. Any non-asbestos/lead workers used for construction shall be identified in such a way as to identify them as non-asbestos/lead workers. This may be accomplished with a certain colored hard hat, or badge that the worker wears in plain sight. These workers shall not be allowed in regulated areas.
8. This abatement project will be conducted with respiratory protection in full accordance with all regulatory requirements including but not limited to the OSHA regulations. Any required sampling of Contractor personnel will be conducted by a qualified person supplied by the Contractor who will also be responsible for determining the appropriate level of respirator protection for the Contractor's employees.
9. The consultant shall be responsible for establishing the level of respiratory protection for the Consultant's employees and other non-contractor personnel. The contractor shall indemnify and hold harmless the Consultant and the Owner against any claims relating to respiratory protection.
10. Contractor is responsible for the security of Consultant's equipment while on site. Therefore, Contractor shall repair or replace any equipment of Consultant's that is damaged or stolen while on the job-site. Consultant shall hold harmless Owner claims by Consultant or other party.

1.6 CONTRACTOR USE OF PREMISES:

A. Use of the Site:

1. Confine operations at the site to the areas permitted under the Contract.
2. Portions of the site beyond areas on which work is indicated are not to be disturbed.

3. Conform to site rules and regulations affecting the work while engaged in project construction.
4. Do not unreasonably encumber the site with materials or equipment.
5. Confine stockpiling of materials and location of storage sheds to the areas indicated. If additional storage is necessary obtain and pay for such storage off site.
6. Lock automotive type vehicles, such as passenger cars and trucks and other mechanized or motorized construction equipment, when parked and unattended, so as to prevent unauthorized use. Do not leave such vehicles or equipment unattended with the motor running or the ignition key in place or accessible to unauthorized persons. Owner shall not be responsible for any thefts.
7. Smoking or open fires will not be permitted within the building enclosure or on the premises.
8. Use of existing toilets within the building, by the Contractor and his personnel, shall not be permitted. Contractor must provide portable toilet. Portable toilets shall be kept clean at all times.

1.7 OWNER OCCUPANCY:

A. Partial Owner Occupancy:

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

1.8 SUBMITTALS

A. Before the Start of Work, submit the following to the Owner's Representative for review:

1. Plan of Action:
 - a) Submit as a written report.
 - b) The work plan must address the number of workmen of the various trades that will man the job, the number of shifts and the number of days in the week that the work will be accomplished within the contract period.
2. Work Progress Schedule:
 - a) Within five working days after Contractor's receipt of the Notice-to-Proceed, if requested by Owner, the Contractor shall submit in triplicate to the Owner and the Owner's Representative for review, an estimated progress schedule for starting and completing the various classifications of construction.
 - b) The schedule shall be in such form and detail as directed by the Owner and copies, as required, shall be submitted to the Owner for approval simultaneously with the Owner's Representative.
 - c) The Work Progress Schedule shall be updated as directed by the Owner.
3. Inspection:
 - a) Report on inspection carried out as required by this section. Include copies of all photographs, video tapes, etc. Submit in the same manner as product data.

1.9 INTERRUPTION OF SERVICES AND FUNCTIONS DISCONNECTION, MOVING RECONNECTION REINSTALLING UTILITIES AND APPURTENANCES

1. Overtime for Utility Work:
 - a) When work is required by the Contractor during the utility tie-ins (or correction of Contractor's damage to existing utilities), the Physical Plant personnel must be involved. This work shall be coordinated with them for their availability.
2. Temporary Services Expenses:
 - a) The Contractor shall bear all expenses for temporary services required at any time during the course of the project.

1.10 SCHEDULE OF WORK

- a) If the completion of the work is not on schedule, the Contractor shall provide a work plan and implement his best efforts to get back on and meet the schedule by increasing manpower and/or schedule.
- b) If the completion of the Work is not on schedule as specified in the section of the specifications and professional judgment of the Owner and Consultant cannot be put back schedule by increasing manpower, the Contractor shall immediately use the best efforts to (in addition to increased manpower, if necessary) increase the hours and/or days worked (i.e. add shifts). Additional costs associated with such manpower/shifts shall be at no additional cost to Owner. Additionally, it is understood that additional shifts will require additional work for the Consultant, the additional cost of which shall be borne by the Contractor at a cost of \$100 per field technician hour. TEM analysis will be charged at \$200 per sample for 24-hour turnaround for additional samples other than the first set of samples. Overtime work is not to be confused with liquidated damages, as set forth in the Supplementary Conditions to the contract.

1.11 CONDITIONS AND RISKS OF WORK

- A. Contractor represents that Contractor has carefully examined the drawings and specifications for the Work and has fully acquainted itself with and understands all other conditions relevant to the Work, and its surroundings, and Contractor assumes the risk of such conditions and will, regardless of such conditions, the expense, difficulty of performing the Work, or negligence, if any, of the Owner or Consultant, fully complete the Work for the stated Contract Price without further recourse to the Owner or Consultant.
- B. Information on the site of the Work and local conditions at such site furnished by Owner or Consultant in specifications drawings or otherwise is not guaranteed by Owner or Consultant and is furnished only for the convenience of Contractor.

1.12 PLAN OF ACTION:

- A. No later than three days prior to the preconstruction meeting submit a detailed plan of the procedures proposed for use in complying with the requirements of this specification. The plan must be approved by the Owner's Representative prior to commencement of work. The plan should include:
 1. Location and layout of decontamination areas.
 2. The sequencing of asbestos/lead work.
 3. The interface of trades involved in the performance of work.
 4. Methods to be used to assure the safety of building occupants and visitors to the site.

5. Disposal plan including location of approved disposal site.
6. Detailed description of the methods to be employed to control pollution.
7. Use of portable HEPA ventilation system.
8. Closing out of the building's HVAC system.
9. Method of removal to prohibit visible emissions in work area.
10. Packaging of removed asbestos/lead debris.

1.13 INSPECTION:

A. Prior to commencement of work:

1. Inspect areas in which work will be performed.
2. Prepare a listing of damage to structure, surfaces, equipment or of surrounding properties which could be misconstrued as damage resulting from the work.
3. Photograph or videotape existing conditions as necessary to document conditions, both at the interior and exterior of the building and site (including exit ramps and parking facilities, shall be included).
4. Submit to Owner's Representative prior to starting work.

1.14 POTENTIAL ASBESTOS/LEAD HAZARD:

A. The disturbance or dislocation of asbestos/lead-containing materials may cause airborne asbestos/lead to be released into the building's atmosphere, thereby creating a potential health hazard to workmen and building occupants.

1. Apprise all workers, supervisory personnel, subcontractors and consultants who will be at the job site of the seriousness of the hazard and of proper work procedures which must be followed.
2. The Abatement Contractor and his subcontractors shall be required to sign a Certificate of Worker's Acknowledgment of hazards associated with asbestos/lead prior to entering the work area.

B. Where in the performance of the work, workers, supervisory personnel, subcontractors, or consultants may encounter, disturb, or otherwise function in the immediate vicinity of any identified asbestos/lead-containing materials take appropriate continuous measures as necessary to protect all building occupants from the potential hazard of exposure to airborne asbestos/lead. Such measures shall include the following:

1. The procedures and methods described herein.
2. Compliance with regulations of applicable federal, state and local agencies.

1.15 STOP WORK:

A. If the Owner, the Owner's Representative, or the Project Administrator presents a verbal or written stop work order immediately and automatically stop all work. Do not recommence work until authorized in writing by Owner's Representative.

B. The Owner or Consultant has the authority to stop any or all abatement activities at any time that it has been determined or is suspected that conditions are not within the specifications or an applicable regulation, or that an unsafe condition exists. The decision to stop work is solely at the discretion of the Owner or Consultant.

C. The abatement activity shall not continue until the conditions have been corrected to the satisfaction of the Owner or Consultant.

- D. Standby time occurring during a stop work condition shall be at the Contractor's expense.

1.16 INSPECTIONS

- A. The Asbestos/Lead Abatement Contractor is solely responsible for any and all site inspections, estimations of quantity of work, or recognition of unusual or special situations which may affect a timely and scheduled completion of this work. The Asbestos/Lead Abatement Contractor shall satisfy himself that the work can be completed as set forth by the specifications before starting work.
- B. Any Authorized Visitor shall have access to the worksite, materials, records, or any other relevant data specified herein and, furthermore, the Contractor shall provide proper facilities and equipment for such access and inspection.
- C. ONLY AUTHORIZED VISITORS WILL BE ALLOWED ON THE WORKSITE.

1.17 CLEARANCE TESTING

- A. Following clean-up of each work area, final clearance monitoring shall be performed by the Consultant. A final clearance of 0.01 fibers/cc by Phase Contrast Microscopy (PCM) is required for asbestos/lead.

END OF SECTION - 01013

SECTION 01043 - PROJECT COORDINATION (ASBESTOS)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 COPIES OF DOCUMENTS:

- A. Owner shall furnish to Contractor 3 copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work.
- B. Additional copies will be furnished, upon request, at the cost of reproduction.

1.3 BEFORE STARTING CONSTRUCTION:

- A. Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements.
- B. Contractor shall promptly report in writing to Owner's Representative any conflict, error or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Owner's Representative before proceeding with any Work affected thereby.
- C. Within five days after the Effective Date of the Agreement, Contractor shall submit to Owner's Representative for review:
 - 1. An estimated progress schedule indicating the starting and completion dates of the various stages of the Work;
 - 2. A preliminary schedule of Shop Drawing submissions; and
 - 3. A preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed at the time of submission.
- D. Before any Work at the site is started, Contractor shall deliver to Owner, with a copy to Engineer, certificates (and other evidence of insurance requested by Owner) which Contractor is required to purchase and maintain in accordance with these Contract Documents.

1.4 SUMMARY:

- A. This Section specifies administrative and supervisory requirements necessary for Project coordination including, but not necessarily limited to:

1. Administrative and supervisory personnel.
 2. Progress Meetings
 3. Pre-Construction Conference
 4. Daily Log
 5. Special reports.
 6. Contingency Plans
 7. Notifications to other entities at job site.
- B. Requirements for the Contractor's Construction Schedule are included in Section "Submittals."

1.5 FINALIZING SCHEDULE

- A. At least ten days before submission of the first Application for Payment, the Contractor shall submit to Owner's Representative a finalized progress schedule in accordance with these Contract Documents.
- B. The finalized progress schedule will be acceptable to Owner's Representative as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on Owner's Representative responsibility for the progress or scheduling of the Work nor relieve Contractor from full responsibility.
- C. The finalized schedule of Shop Drawing submissions will be acceptable to Owner's Representative as providing a workable arrangement for processing the submissions.
- D. The finalized schedule of values will be acceptable to Owner's Representative as to form and substance.

1.6 FAMILIARITY WITH WORK

- A. Contractor represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study and observations with the requirements of the Contract Documents.
- B. Contractor also represents that to the extent he deems necessary he has studied all surveys and investigation reports and physical conditions, and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

1.7 BUILDING INSPECTION

- A. The Contractor represents that he has thoroughly inspected the property, has familiarized himself with the proposed work, has determined that the work can be accomplished as set forth in the Contract Documents, understands and agrees to the intent of the work as set forth.

1.8 ADMINISTRATIVE AND SUPERVISORY PERSONNEL:

A. General Superintendent:

1. Provide a full-time General Superintendent who is experienced in administration and supervision of asbestos abatement and demolition projects including work practices, protective measures for building and personnel, disposal procedures, etc.
2. This person is the Contractor's "Competent Person" and Representative responsible for compliance with all applicable federal, state and local regulations, particularly those relating to asbestos-containing materials.
3. This person will be the Competent Person required by OSHA in 29 CFR 1926.1101, and shall be licensed in accordance with the Texas Asbestos Health Protection Rules.
4. This person must be on-site at all times, and may not manage more than one project at a time.
5. Experience and Training: The General Superintendent must have completed a course at an EPA Training Center or equivalent certificate course in asbestos abatement procedures, and have had a minimum of two (2) years on-the-job training in asbestos abatement procedures.
6. Competent Person: The General Superintendent is to be a Competent Person as required by OSHA in 29 CFR 1926.1101.
7. Licensed Individual: The General Superintendent is to be a licensed asbestos abatement supervisor as required by Texas Asbestos Health Protection Rules section 295.46.

1.9 PROGRESS MEETINGS:

A. General:

1. In addition to specific coordination and pre-installation meetings for each element of work, and other regular project meetings held for other purposes, Owner's Representative will hold general progress meetings as required.
2. These meeting will be scheduled, where possible, at time of preparation of payment request.
3. Require each entity then involved in planning, coordination or performance of work to be properly represented at each meeting.

1.10 PRE-CONSTRUCTION CONFERENCE:

- A. An initial progress meeting, recognized as "Pre-Construction Conference" will be convened by the Owner's Representative prior to start of any work.
- B. Meet at project site, or as otherwise directed with General Superintendent, Owner, Owner's Representative, Project Administrator, and other entities concerned with the asbestos abatement and demolition work.
- C. 72 hours advance notice will be provided to all participants prior to convening Pre-Construction Conference.
- D. This is an organizational meeting, to review responsibilities and personnel assignments and to locate the containment and decontamination areas and temporary facilities including power, light, water, etc.
- E. Procedures for handling Shop Drawings and other submittals and to establish a working understanding among the parties as to the Work will be discussed.

1.11 DAILY LOG:

- A. Daily Log: Maintain just outside the Decontamination Unit a daily log documenting the dates and time of but not limited to, the following items:
 - 1. Meetings; purpose, attendees, brief discussion;
 - 2. Visitations; authorized and unauthorized;
 - 3. Personnel, by name, entering and leaving the work area;
 - 4. Special or unusual events, i.e. barrier breaching, equipment failures, accidents;
 - 5. Air monitoring tests and test results; and
 - 6. Documentation of Contractor's completion of the following:
 - a) Inspection of work area preparation prior to start of removal and daily thereafter;
 - b) Removal of any sheet plastic barriers;
 - c) Contractor's inspections prior to spray back, lock back, encapsulation, enclosure or any other operation that will conceal the condition of asbestos-containing materials or the substrate from which such materials have been removed;
 - d) Removal of waste materials from work area;
 - e) Decontamination of equipment (list items); and
 - f) Contractors final inspection/final air test analysis.
- B. Provide two (2) copies of this log to Project Administrator on a daily basis.
- C. Submit copies of this log at final closeout of project as a project close- out submittal.

1.12 SPECIAL REPORTS:

- A. General: Except as otherwise indicated, submit special reports directly to Owner immediately upon occurrence requiring a special report, with copy to Owner's Representative and others affected by occurrence.
- B. Reporting Unusual Events:
 - 1. When an event of unusual and significant nature occurs at site (examples: failure of pressure differential system, rupture of temporary enclosures), prepare and submit a special report listing chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information.
 - 2. When such events are known or predictable in advance, notify OEHS immediately!
- C. Reporting Accidents:
 - 1. Prepare and submit reports of significant accidents, at site and anywhere else work is in progress.
 - 2. Record and document data and actions; comply with industry standards. For this purpose, a significant accident is defined to include events where personal injury is sustained, property loss of substance is sustained, or where the event posed a significant threat of loss or personal injury.
- D. Report Discovered Conditions:
 - 1. When an unusual condition of the building is discovered during the work (e.g. leaks, termites, corrosion) immediately notify OEHS.
 - 2. Prepare and submit a special report indicating condition discovered.

1.13 CONTINGENCY PLAN:

- A. Prepare a contingency plan for emergencies including fire, accident, power failure, pressure differential system failure, supplied air system failure, or any other event that may require modification or abridgment of decontamination or work area isolation procedures.
- B. Include in plan specific procedures for decontamination or work area isolation. Note that nothing in this specification should impede safe exiting or providing of adequate medical attention in the event of an emergency.
- C. Post in clean room of Personnel Decontamination Unit telephone numbers and locations of emergency services including but not limited to fire, ambulance, doctor, hospital, police, power company, telephone company, TDH, OFP, and OEHS.

1.14 NOTIFICATIONS

- A. Notify other entities at the job site of the nature of the asbestos abatement activities, location of asbestos-containing materials, requirements relative to asbestos set forth in these specifications and applicable regulations.
- B. Notify emergency service agencies including fire, ambulance, police or other agency that may service the abatement work site in case of an emergency.
- C. Notification is to include methods of entering work area, emergency entry and exit locations, modifications to fire notification or fire fighting equipment, and other information needed by agencies providing emergency services.
- D. Notifications of Emergency: Any individual at the job site may notify emergency service agencies if necessary without effect on this Contract or the Contract Sum.

1.15 SUBMITTALS

- A. Before the Start of Work: Submit the following to the Owner's Representative for review. No work shall begin until these submittals are returned with Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use or final-but-restricted use.
 - 1. Contingency Plans: for emergency actions.
 - 2. Telephone Numbers: and location of emergency services.
 - 3. Notifications: sent to other entities at the work site.
 - 4. Notifications: sent to emergency service agencies.
 - 5. Resume: of general superintendent.
 - 6. Accreditation: submit evidence in form of training course certificate of accreditation of General Superintendent as an asbestos abatement supervisor.
 - 7. Staff Names: Within 15 days of Notice to Proceed, submit a list of the Contractor's principal staff assignments, including the Superintendent and other personnel in attendance at the site; identify individuals, their duties and responsibilities; list their addresses and telephone numbers.
 - 8. Post copies of the list in the project meeting room, the temporary field office, and each temporary telephone.

END OF SECTION - 01043

SECTION 01091 - DEFINITIONS AND STANDARDS (ASBESTOS)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 SUMMARY

- A. General Explanation: A substantial amount of specification language constitutes definitions for terms found in other contract documents, including the drawings. (Drawings must be recognized as diagrammatic in nature and not completely descriptive of the requirements indicated thereon.) Certain terms used in Contract Documents are defined in this article.
- B. General Requirements: The provisions or requirements of Division-1 sections apply to entire work of Contract and, where so indicated, to other elements which are included in project.

1.3 DEFINITIONS:

- A. General: Definitions contained in this Article are not necessarily complete, but are general to the extent that they are not defined more explicitly elsewhere in the Contract Documents.
- B. Addenda: Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Bidding Documents or the Technical Specifications.
- C. Agreement: The written agreement between Owner and Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.
- D. Application for Payment: The form accepted by Owner's Representative which is to be used by Contractor in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.
- E. Approve: The term "approved," where used in conjunction with the Owner's Representative's action on the Contractor's submittals, applications, and requests, is limited to the responsibilities and duties of the Architect stated in General and Supplementary Conditions. Such approval shall not release the Contractor from responsibility to fulfill Contract Document requirements, unless otherwise provided in the Contract Documents.
- F. Bid: The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- G. Bonds: Bid, performance and payment bonds and other instruments of security.
- H. Change Order: A document recommended by the Owner's Representative, which is signed by Contractor and Owner and authorizes an addition, deletion or revision in the Work, or

an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of Agreement.

- I. **Directed:** Terms such as "directed", "requested", "authorized", "selected", "approved", "required", and "permitted" mean "directed by the Owner's Representative", "requested by the "Owner's Representative", and similar phrases. However, no implied meaning shall be interpreted to extend the Owner's Representative's responsibility into the Contractor's area of construction supervision.
- J. The term "experienced," when used with the term "Installer" means having a minimum of 5 previous Projects similar in size and scope to this project, and familiar with the precautions required, and has complied with requirements of the authority having jurisdiction.
- K. **Furnish:** The term "furnish" is used to mean "supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, and similar operations."
- L. **General Superintendent:** This is the Contractor's Representative at the work site. This person will generally be the Competent Person required by OSHA in 29 CFR 1926.1101.
- M. **Indicated:** This term refers to graphic representations, notes or schedules on the Drawings, or other Paragraphs or Schedules in Specifications, and similar requirements in Contract Documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used, it is to help locate the reference; no limitation on location is intended except as specifically noted.
- N. **Install:** The term "install" is used to describe operations at project site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations."
- O. **Installer:** An "Installer" is an entity engaged by the Contractor, either as an employee, subcontractor or sub- subcontractor for performance of a particular construction activity, including installation, erection, application and similar operations. Installers are required to be experienced in the operations they are engaged to perform.
- P. **Notice of Award:** The written notice by Owner, or by Owner's Representative in Owner's behalf, to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, Owner will sign and deliver the Agreement.
- Q. **Notice to Proceed:** A written notice given by Owner, or Owner's Representative in Owner's behalf, to Contractor (with a copy to Owner's Representative) fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform Contractor's obligations under the Contract Documents.
- R. **Owner's Representative:** This is the entity described as the "Environmental Consultant" or "Consultant" in all areas of these Contract documents and Technical specifications. All references to Environmental Consultant or Consultant in the Contract Documents in all cases refer to the Owner's Representative. The Owner's Representative will represent the Owner during abatement activities and until final payment is due. The Owner's Representative will advise and consult with the Owner. The Owner's instructions to the Contractor will be forwarded through the Owner's Representative.
- S. **Project Administrator:**

1. This is the entity described as the "Project Representative" in AIA Document A201 "General Conditions of the Contract for Construction," or is the entity described as "Engineer" in Engineers Joint Contract Document Committee (EJCDC) Document 1910-8 "Standard General Conditions of the Construction Contract."
 2. The Project Administrator is a full time representative of the Owner at the job site with authority to stop the work upon verbal order if requirements of the Contract Documents are not met, or if in the sole judgment of the Project Administrator, Owner's Representative, Owner, the interests of the Owner, safety of any person or the Owner's property are jeopardized by the work.
- T. Project Site is the space available to the Contractor for performance of the work, either exclusively or in conjunction with others performing other construction as part of the project. The extent of the project site is shown on the Drawings, and may or may not be identical with the description of the land upon which the project is to be built.
- U. Provide: The term "provide" means "to furnish and install, complete and ready for the intended use."
- V. Regulation: The term "Regulations" includes laws, statutes, ordinances and lawful orders issued by authorities having jurisdiction, as well as rules, conventions and agreements within the construction industry that control performance of the Work, whether they are lawfully imposed by authorities having jurisdiction or not.
1. Substantial Completion: The Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer as evidenced by Engineer's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part), (1) can be used for the purposes for which it is intended, (2) all pay items in the schedule of unit prices are complete, (3) all remaining work, if any, be considered by the Owner's Representative to be minor items; or if there be no such certificate issued, when final payment is due in accordance with these Contract Documents. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.
- W. Testing Laboratories: A "testing laboratory" is an independent entity engaged to perform specific inspections or tests, either at the project site or elsewhere, and to report on, and, if required, to interpret, results of those inspections or tests.
1. Work: The entire complete construction, or abatement, or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, or abatement, all as required by the Contract Documents.
- 1.4 DEFINITIONS RELATIVE TO ASBESTOS ABATEMENT:
- A. Abatement: The Procedure to control fiber release from asbestos-containing building materials. Activities include removal, encapsulation, and enclosure.
 - B. ACM: Asbestos-Containing Material.

- C. Accredited or Accreditation (when referring to a person or laboratory): A person or laboratory accredited in accordance with section 206 of Title II of the Toxic Substances Control Act (TSCA).
- D. Acoustical Insulation: The general application or use of asbestos for the control of sound due to its lack of reverberant surfaces.
- E. Acoustical tile: A finishing material in a building usually found in the ceiling or walls for the purpose of noise control.
- F. Aerosol: A system consisting of particles, solid or liquid, suspended in air.
- G. Aggressive Sampling: Air sampling which takes place after final cleanup while the air is being physically agitated to produce a "worst case" situation.
- H. Air Cell: Insulation normally used on pipes and duct work that is comprised of corrugated cardboard which is frequently comprised of asbestos combined with cellulose or refractory binders.
- I. Air Diffuser: A device designed to disperse an air stream throughout a given area.
 - 1. Air Filtration Unit (AFU): Usually refers to machines used to provide ventilation and a negative static pressure differential within a completely enclosed asbestos work area. An AFU usually consists of the following: A fan system to draw air through a special set of filters - a gross prefilter, an intermediate filter and a HEPA filter - and exhaust clean air to the outside. AFUs are rated by the amount of air that can be drawn through them in a given amount of time, which is expressed in cubic feet of air per minute (e.g. 2,000 CFM). Loaded or clogged filters can seriously affect the displacement volume capability or efficiency of these devices.
- J. Air Lock: A system for permitting ingress and egress with minimum air movement between a contaminated area and an uncontaminated area.
- K. Air Monitoring: The process of measuring the fiber content of a specific volume of air in a stated period of time.
- L. Air Plenum: Any space used to convey air in a building or structure. The space above a suspended ceiling is often used as an air plenum.
- M. Air Purifying Respirator: A respirator that relies on filters to remove a particular contaminant(s) from the ambient air. They include both negative pressure and powered respirators. No type of air purifying respirator will protect the wearer from low oxygen atmospheres.
- N. Airline Respirator: A respirator that is connected to a compressed breathing air source by a hose.
- O. Ambient Air: The surrounding air or atmosphere in a given area under normal conditions.
- P. Amended Water: Water to which a surfactant has been added to decrease the surface tension to 35 or less dynes.

- Q. **Amosite:** An asbestiform mineral of the amphibole group containing approximately 50 percent silicon and 40 percent iron oxide, and is made up of straight, brittle fibers, light gray to pale brown in color.
- R. **Approved Landfill:** A site for the disposal of asbestos-containing and other hazardous wastes that has been given EPA approval.
- S. **Asbestos:** The asbestiform varieties of serpentine (chrysotile), riebeckite (crocidolite), cummingtonite-grunerite, anthophyllite, and actinolite-tremolite. For purposes of determining respiratory and worker protection both the asbestiform and non-asbestiform varieties of the above minerals and any of these materials that have been chemically treated and/or altered shall be considered as asbestos.
- T. **Asbestos Abatement Contractor:** The Contractor designated in the contract documents as being responsible to the Owner for the control or abatement of asbestos-containing materials.
- U. **Asbestos-Containing Material (ACM):** Any material containing more than 1% by weight of asbestos of any type or mixture of types, as determined by the Environmental Protection Agency's Interim Method.
- V. **Asbestos-Containing Building Material (ACBM):** Surfacing ACM, thermal system insulation ACM, or miscellaneous ACM that is found in or on interior structural members or other parts of a building.
- W. **Asbestos-Containing Waste Material:** Any material which is or is suspected of being or any material contaminated with an asbestos-containing material which is to be removed from a work area for disposal.
- X. **Asbestos Control:** Minimizing the generation of airborne asbestos fibers until a permanent solution is developed.
- Y. **Asbestos Debris:** Pieces of ACBM that can be identified by color, texture, or composition, or means dust, if the dust is determined by an accredited inspector to be ACM.
- Z. **Asbestos Exposure Assessment System:** A decision tool which can be used to determine the extent of the asbestos hazard that exists in a building, and which can also be used to develop corrective actions.
- AA. **Authorized Visitor:** The Owner, the Owner's Representative, the Consultant, the Consultant's inspector or representative, or any representative of a federal, state, county or local agency having jurisdiction over the project while acting in an official capacity. Any person whose name appears upon an approved authorized visitor's list. The testing lab personnel, the Architect/Engineer, or emergency personnel.
- BB. **Barrier:** Any surface that seals off the work area to inhibit the movement of fibers.
- CC. **Breathing Zone:** A hemisphere forward of the shoulders with a radius of approximately 6 to 9 inches.
- DD. **Ceiling Concentration:** The concentration of an airborne substance that shall not be exceeded.

- EE. Certified Industrial Hygienist (C.I.H.): An industrial hygienist certified in Comprehensive Practice by the American Board of Industrial Hygiene.
- FF. Clean Room: An uncontaminated area or room which is part of the worker decontamination enclosure with provisions for storage of worker's street clothes and protective equipment.
- GG. Curtained Doorway: A device to allow ingress and egress from one room to another while permitting minimal air movement between the rooms, typically constructed by placing two overlapping sheets of plastic over an existing or temporarily framed doorway, and securing the vertical edge of the other sheet along the opposite vertical side of the doorway.
- HH. Decontamination Enclosure System: A series of connected rooms, with curtained doorways between any two adjacent rooms, for the decontamination of workers and of materials and equipment. A decontamination enclosure system always contains at least one airlock.
- II. Differential Air Pressure Equipment: A portable local exhaust system equipped with HEPA filtration and capable of maintaining a constant, low velocity air flow into contaminated areas from adjacent uncontaminated areas.
- JJ. Demolition: The wrecking or taking out of any building component, system, finish or assembly of a facility together with any related handling operations.
- KK. Disposal Bag: A properly labeled 6 mil thick leak-tight plastic bags used for transporting asbestos waste from work and to disposal site.
- LL. Encapsulant: A material that surrounds or embeds asbestos fibers in an adhesive matrix, to prevent release of fibers.
- MM. Bridging encapsulant: an encapsulant that forms a discrete layer on the surface of an in situ asbestos matrix.
- NN. Penetrating encapsulant: an encapsulant that is absorbed by the in situ asbestos matrix without leaving a discrete surface layer.
- OO. Removal encapsulant: a penetrating encapsulant specifically designed to minimize fiber release during removal of asbestos-containing materials rather than for in situ encapsulation.
- PP. Encapsulation: All herein specified procedures necessary to completely enclose asbestos-containing building materials to control the possible release of asbestos fibers into the air.
- QQ. Enclosure: The construction of an air-tight, impermeable, permanent barrier around asbestos-containing material to control the release of asbestos fibers into the air.
- RR. Equipment Decontamination Enclosure: That portion of a decontamination enclosure system designed for controlled transfer of materials and equipment, typically consisting of a washroom and a holding area system designed for controlled transfer of materials and equipment, typically consisting of a washroom and a holding area.
- SS. Equipment Room: A contaminated area or room which is part of the worker decontamination enclosure with provisions for storage of contaminated clothing and equipment.

- TT. Filter: A media component used in respirators to remove solid or liquid particles from the inspired air.
- UU. Fixed Object: A unit of equipment or furniture in the work area which cannot be removed from the work area.
- VV. Friable Asbestos Material: Material that contains more than 1.0% asbestos by weight and that can be crumbled, pulverized, or reduced to powder by hand pressure when dry.
- WW. Glovebag: A sack (typically constructed of 6 mil transparent polyethylene or polyvinylchloride plastic) with inward projecting long sleeve gloves, one inward projecting sleeve, an internal tool pouch, and an attached, labeled receptacle for asbestos waste. These glovebags are designed to enclose an object from which an asbestos-containing material is to be removed.
- XX. Glovebag Technique: A method with applications for removing small amounts of friable asbestos-containing material from HVAC ducts, short pipe runs, valves, joints, elbows, and other non-planer surfaces in a non-contained work area. The glovebag is constructed and installed in such a manner that it surrounds the object or area to be decontaminated and contains all asbestos fibers released during the removal process. All workers who are permitted to use the glovebag technique must be highly trained, experienced, and skilled in this method.
- YY. Holding Area: A chamber in the equipment decontamination enclosure located between the washroom and an uncontaminated area. The holding area comprises an airlock.
- ZZ. HEPA Filter: A High Efficiency Particulate Air (HEPA) filter capable of trapping and retaining 99.97% of asbestos fibers greater than 0.3 microns in diameter or larger.
- AAA. HEPA Filter Vacuum Collection Equipment (or vacuum cleaner): High efficiency particulate air filtered vacuum collection equipment with a filter system capable of collecting and retaining asbestos fibers. Filters should be of 99.97% efficiency for retaining fibers of 0.3 microns or larger.
- BBB. High-efficiency particulate air filter: (HEPA) refers to a filtering system capable of trapping and retaining 99.97 percent of all monodispersed particles 0.3 mm in diameter or larger.
- CCC. Log Book: A notebook or other book containing essential project data and daily project information and a daily project diary. This book shall be kept up to date and on the project site at all times.
- DDD. Movable Object: A unit of equipment or furniture in the work area which can be removed from the work area.
- EEE. Negative Pressure Respirator: A respirator in which the air pressure inside the respiratory-inlet covering is positive during exhalation in relation to the air pressure of the outside atmosphere and negative during inhalation in relation to the air pressure of the outside atmosphere.
- FFF. Negative Pressure Ventilation System: A pressure differential and ventilation system.
- GGG. Personal Monitoring: Sampling of the asbestos fiber concentrations within the breathing zone of an employee.

WWW. Worker Decontamination Enclosure System: That portion of a decontamination enclosure system designed for controlled passage of workers, and other personnel and authorized visitors, typically consisting of a clean room, a shower room, and an equipment room separated by air locks.

1.5 SPECIFICATION FORMAT AND CONTENT EXPLANATION

- A. This Article is provided to help the user of these Specifications understand the format, language, implied requirements, and similar conventions.
- B. None of the explanations shall be interpreted to modify the substance of Contract requirements.
- C. Specification Format:
 - 1. These Specifications are organized into Divisions, Sections or Trade Headings based on the Construction Specifications Institute's 16-Division format and the MASTERFORMAT numbering system.
 - 2. This organization conforms generally to recognized construction industry practice.
- D. Specification Content:
 - 1. This Specification has been produced employing conventions in the use of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances.
 - 2. These conventions are explained as follows:
 - 3. Language used in the Specifications and other Contract Documents is the abbreviated type. Implied words and meanings will be appropriately interpreted. Singular words will be interpreted as plural and plural words interpreted as singular where applicable and where the full context of the Contract Documents so indicates.
 - 4. Imperative Language is used generally in the Specifications. Requirements expressed imperative are to be performed by the Contractor. At certain locations in the text, for clarity, subjective language is used to describe responsibilities which must be fulfilled indirectly by the Contractor, or by others when so noted.
- E. Assignment of Specialists:
 - 1. The Specification requires that certain specific construction activities shall be performed by specialists who are recognized experts in the operations to be performed.
 - 2. The specialists must be engaged for those activities, and the assignments are requirements over which the Contractor has no choice or option.
 - 3. The ultimate responsibility for fulfilling Contract requirements remains with the Contractor.

4. This requirement should not be interpreted to conflict with enforcement of building codes or regulations governing the work. It is also not intended to interfere with local trade union jurisdictional settlements and similar conventions.
5. Trades: Use of titles such as "carpentry" is not intended to imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.

1.6 DRAWING SYMBOLS

- A. Graphic symbols used on the Drawings are those recognized in the construction industry for purposes indicated. Where not otherwise noted, symbols are defined by "Architectural Graphic Standards", published by John Wiley & Sons, Inc., seventh edition.
- B. Graphic symbols used on mechanical and electrical Drawings are generally aligned with symbols recommended by ASHRAE. Where appropriate, they are supplemented by more specific symbols recommended by technical associations including ASME, ASPE, IEEE and similar organizations. Refer instances of uncertainty to the Owner's Representative for clarification before proceeding.

1.7 INDUSTRY STANDARDS

- A. Applicability of Standards:
 1. Except where Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into Contract Documents.
 2. Such standards are made a part of the Contract Documents by reference.
 3. Individual Sections indicate which codes and standards the Contractor must keep available at the Project Site for reference.
- B. Referenced industry standards: take precedence over standards that are not referenced but recognized in the construction industry as applicable.
- C. Unreferenced industry standards: are not directly applicable to the work, except as a general requirement of whether the work complies with recognized construction industry standards.
- D. Publication Dates: Where compliance with an industry standard is required, comply with standard in effect as of date of Contract Documents.
- E. Updated Standards: At the request of the Owner's Representative, Contractor or authority having jurisdiction, submit a Change Order proposal where applicable code or standard has been revised and reissued after the date of the Contract Documents and before performance of Work affected. The Owner's Representative will decide whether to issue a Change Order to proceed with the updated standard.
- F. Conflicting Requirements:

1. Where compliance with two or more standards is specified, and they establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced, unless the Contract Documents indicate otherwise.
 2. Refer requirements that are different, but apparently equal, and uncertainties as to which quality level is more stringent to the Owner's Representative for a decision before proceeding.
- G. Minimum Quantities or Quality Levels:
1. In every instance the quantity or quality level shown or specified shall be the minimum to be provided or performed.
 2. The actual installation may comply exactly, within specified tolerances, with the minimum quantity or quality specified, or it may exceed that minimum within reasonable limits.
 3. In complying with these requirements, indicated numeric values are minimum or maximum values, as noted, or appropriate for the context of the requirements.
 4. Refer instances of uncertainty to the Owner's Representative for decision before proceeding.
- H. Copies of Standards: Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to that entities' construction activity. Copies of applicable standards are not bound with the Contract Documents.
1. Where copies of standards are needed for performance of a required construction activity, the Contractor shall obtain copies directly from the publication source.
 2. Although copies of standards needed for enforcement of requirements may be part of required submittals, the Owner's Representative reserves the right to require the Contractor to submit additional copies as necessary for enforcement of requirements.
- I. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. The following acronyms or abbreviations as referenced in Contract Documents are defined to mean the associated names. Names and addresses are subject to change, and are believed to be, but are not assured to be, accurate and up-to-date as of date of Contract Documents:

AIHA
American Industrial Hygiene Association
Wolf Ledges Parkway
Akron, OH 44311

AIA
American Institute of Architects
New York Ave. NW
Washington, DC 20006

ANSI
American National Standards Institute

1430 Broadway
New York, NY 10018

ASHRAE
American Society for Heating, Refrigerating, and Air Conditioning Engineers
Tullie Circle NE
Atlanta, GA 30329

ASME
American Society of Mechanical Engineers
East 47th Street
New York, NY 10017

ASPE
American Society of Plumbing Engineers
Thousand Oaks Boulevard, Suite 210
Westlake, CA 91362

ASTM
American Society for Testing and Materials
Race St.
Philadelphia, PA 19103

AWCI
Association of the Wall and Ceiling Industries-International
K Street, NW
Washington, DC 20002

CFR
Code of Federal Regulations
Available from Government Printing Office;
Washington, DC 20402
(usually first published in Federal Register)

CGA
Compressed Gas Association
Jefferson Davis Highway
Arlington, VA 22202

CS
Commercial Standard of NBS
(Dept. of Commerce)
Government Printing Office
Washington, DC 20402

DOT

Department of Transportation
Seventh St., SW
Washington, DC 20590

EPA
Environmental Protection Agency
M St.,SW
Washington, DC 20460

FS
Federal Specification (General Services Admin.)
Obtain from your Regional GSA Office, or purchase from GSA Specifications Unit
(WFSIS)
7th and D Streets, S.W.
Washington, DC 20406
or 2140

GA
Gypsum Association
Orrington Ave.
Evanston, IL 60201

GSA
General Services Administration
F St. and 18th St., NW
Washington, DC 20405

IEEE
Institute of Electrical and Electronic Engineers
E. 47th Street
New York, NY 10017

MIL
Military Standardization Documents
Dept. of Defense)
Naval Publications and Forms Center
Tabor Ave.
Philadelphia, PA 19120

NBS
National Bureau of Standards
Dept. of Commerce)
Gaithersburg, MD 20234

NEC
National Electrical Code (by NFPA)

NFPA

National Fire Protection Association
Batterymarch Park
Quincy, MA 02269

NRCA
National Roofing Contractors Association
River Road
Rosemont, IL 60018

OSHA
Occupational Safety & Health Administration
(Dept. of Labor)
Government Printing Office
Washington, DC 20402

PS
Product Standard of NBS
(Dept. of Commerce)
Government Printing Office
Washington, DC 20402

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

UL
Underwriters Laboratories
Pfungsten Rd.
Northbrook, IL 60062

1.8 Trade Union Jurisdictions:

- A. The Contractor shall maintain, and require subcontractors to maintain, complete current information on jurisdictional matters, regulations and pending actions, as applicable to construction activities.
- B. The manner in which Contract Documents have been organized and subdivided is not intended to indicate of trade union or jurisdictional agreements.
- C. Discuss new developments at project meetings at the earliest feasible dates. Record relevant information and actions agreed upon.
- D. Assign and subcontract construction activities, and employ tradesmen and laborers in a manner that will not unduly risk jurisdictional disputes that could result in conflicts, delays, claims and losses.

1.9 SUBMITTALS:

- A. Permits, Licenses and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the work.

END OF SECTION - 01091

SECTION 01091 - DEFINITIONS AND STANDARDS (ASBESTOS)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 SUMMARY

- A. General Explanation: A substantial amount of specification language constitutes definitions for terms found in other contract documents, including the drawings. (Drawings must be recognized as diagrammatic in nature and not completely descriptive of the requirements indicated thereon.) Certain terms used in Contract Documents are defined in this article.
- B. General Requirements: The provisions or requirements of Division-1 sections apply to entire work of Contract and, where so indicated, to other elements which are included in project.

1.3 DEFINITIONS:

- A. General: Definitions contained in this Article are not necessarily complete, but are general to the extent that they are not defined more explicitly elsewhere in the Contract Documents.
- B. Addenda: Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Bidding Documents or the Technical Specifications.
- C. Agreement: The written agreement between Owner and Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.
- D. Application for Payment: The form accepted by Owner's Representative which is to be used by Contractor in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.
- E. Approve: The term "approved," where used in conjunction with the Owner's Representative's action on the Contractor's submittals, applications, and requests, is limited to the responsibilities and duties of the Architect stated in General and Supplementary Conditions. Such approval shall not release the Contractor from responsibility to fulfill Contract Document requirements, unless otherwise provided in the Contract Documents.
- F. Bid: The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- G. Bonds: Bid, performance and payment bonds and other instruments of security.
- H. Change Order: A document recommended by the Owner's Representative, which is signed by Contractor and Owner and authorizes an addition, deletion or revision in the Work, or

an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of Agreement.

- I. Directed: Terms such as "directed", "requested", "authorized", "selected", "approved", "required", and "permitted" mean "directed by the Owner's Representative", "requested by the "Owner's Representative", and similar phrases. However, no implied meaning shall be interpreted to extend the Owner's Representative's responsibility into the Contractor's area of construction supervision.
- J. The term "experienced," when used with the term "Installer" means having a minimum of 5 previous Projects similar in size and scope to this project, and familiar with the precautions required, and has complied with requirements of the authority having jurisdiction.
- K. Furnish: The term "furnish" is used to mean "supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, and similar operations."
- L. General Superintendent: This is the Contractor's Representative at the work site. This person will generally be the Competent Person required by OSHA in 29 CFR 1926.1101.
- M. Indicated: This term refers to graphic representations, notes or schedules on the Drawings, or other Paragraphs or Schedules in Specifications, and similar requirements in Contract Documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used, it is to help locate the reference; no limitation on location is intended except as specifically noted.
- N. Install: The term "install" is used to describe operations at project site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations."
- O. Installer: An "Installer" is an entity engaged by the Contractor, either as an employee, subcontractor or sub- subcontractor for performance of a particular construction activity, including installation, erection, application and similar operations. Installers are required to be experienced in the operations they are engaged to perform.
- P. Notice of Award: The written notice by Owner, or by Owner's Representative in Owner's behalf, to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, Owner will sign and deliver the Agreement.
- Q. Notice to Proceed: A written notice given by Owner, or Owner's Representative in Owner's behalf, to Contractor (with a copy to Owner's Representative) fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform Contractor's obligations under the Contract Documents.
- R. Owner's Representative: This is the entity described as the "Environmental Consultant" or "Consultant" in all areas of these Contract documents and Technical specifications. All references to Environmental Consultant or Consultant in the Contract Documents in all cases refer to the Owner's Representative. The Owner's Representative will represent the Owner during abatement activities and until final payment is due. The Owner's Representative will advise and consult with the Owner. The Owner's instructions to the Contractor will be forwarded through the Owner's Representative.
- S. Project Administrator:

1. This is the entity described as the "Project Representative" in AIA Document A201 "General Conditions of the Contract for Construction," or is the entity described as "Engineer" in Engineers Joint Contract Document Committee (EJCDC) Document 1910-8 "Standard General Conditions of the Construction Contract."
 2. The Project Administrator is a full time representative of the Owner at the job site with authority to stop the work upon verbal order if requirements of the Contract Documents are not met, or if in the sole judgment of the Project Administrator, Owner's Representative, Owner, the interests of the Owner, safety of any person or the Owner's property are jeopardized by the work.
- T. Project Site is the space available to the Contractor for performance of the work, either exclusively or in conjunction with others performing other construction as part of the project. The extent of the project site is shown on the Drawings, and may or may not be identical with the description of the land upon which the project is to be built.
- U. Provide: The term "provide" means "to furnish and install, complete and ready for the intended use."
- V. Regulation: The term "Regulations" includes laws, statutes, ordinances and lawful orders issued by authorities having jurisdiction, as well as rules, conventions and agreements within the construction industry that control performance of the Work, whether they are lawfully imposed by authorities having jurisdiction or not.
1. Substantial Completion: The Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer as evidenced by Engineer's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part), (1) can be used for the purposes for which it is intended, (2) all pay items in the schedule of unit prices are complete, (3) all remaining work, if any, be considered by the Owner's Representative to be minor items; or if there be no such certificate issued, when final payment is due in accordance with these Contract Documents. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.
- W. Testing Laboratories: A "testing laboratory" is an independent entity engaged to perform specific inspections or tests, either at the project site or elsewhere, and to report on, and, if required, to interpret, results of those inspections or tests.
1. Work: The entire complete construction, or abatement, or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, or abatement, all as required by the Contract Documents.

1.4 DEFINITIONS RELATIVE TO ASBESTOS ABATEMENT:

- A. Abatement: The Procedure to control fiber release from asbestos-containing building materials. Activities include removal, encapsulation, and enclosure.
- B. ACM: Asbestos-Containing Material.

- C. Accredited or Accreditation (when referring to a person or laboratory): A person or laboratory accredited in accordance with section 206 of Title II of the Toxic Substances Control Act (TSCA).
- D. Acoustical Insulation: The general application or use of asbestos for the control of sound due to its lack of reverberant surfaces.
- E. Acoustical tile: A finishing material in a building usually found in the ceiling or walls for the purpose of noise control.
- F. Aerosol: A system consisting of particles, solid or liquid, suspended in air.
- G. Aggressive Sampling: Air sampling which takes place after final cleanup while the air is being physically agitated to produce a "worst case" situation.
- H. Air Cell: Insulation normally used on pipes and duct work that is comprised of corrugated cardboard which is frequently comprised of asbestos combined with cellulose or refractory binders.
- I. Air Diffuser: A device designed to disperse an air stream throughout a given area.
 - 1. Air Filtration Unit (AFU): Usually refers to machines used to provide ventilation and a negative static pressure differential within a completely enclosed asbestos work area. An AFU usually consists of the following: A fan system to draw air through a special set of filters - a gross prefilter, an intermediate filter and a HEPA filter - and exhaust clean air to the outside. AFUs are rated by the amount of air that can be drawn through them in a given amount of time, which is expressed in cubic feet of air per minute (e.g. 2,000 CFM). Loaded or clogged filters can seriously affect the displacement volume capability or efficiency of these devices.
- J. Air Lock: A system for permitting ingress and egress with minimum air movement between a contaminated area and an uncontaminated area.
- K. Air Monitoring: The process of measuring the fiber content of a specific volume of air in a stated period of time.
- L. Air Plenum: Any space used to convey air in a building or structure. The space above a suspended ceiling is often used as an air plenum.
- M. Air Purifying Respirator: A respirator that relies on filters to remove a particular contaminant(s) from the ambient air. They include both negative pressure and powered respirators. No type of air purifying respirator will protect the wearer from low oxygen atmospheres.
- N. Airline Respirator: A respirator that is connected to a compressed breathing air source by a hose.
- O. Ambient Air: The surrounding air or atmosphere in a given area under normal conditions.
- P. Amended Water: Water to which a surfactant has been added to decrease the surface tension to 35 or less dynes.

- Q. Amosite; An asbestiform mineral of the amphibole group containing approximately 50 percent silicon and 40 percent iron oxide, and is made up of straight, brittle fibers, light gray to pale brown in color.
- R. Approved Landfill: A site for the disposal of asbestos-containing and other hazardous wastes that has been given EPA approval.
- S. Asbestos: The asbestiform varieties of serpentine (chrysotile), riebeckite (crocidolite), cummingtonite-grunerite, anthophyllite, and actinolite-tremolite. For purposes of determining respiratory and worker protection both the asbestiform and non-asbestiform varieties of the above minerals and any of these materials that have been chemically treated and/or altered shall be considered as asbestos.
- T. Asbestos Abatement Contractor: The Contractor designated in the contract documents as being responsible to the Owner for the control or abatement of asbestos-containing materials.
- U. Asbestos-Containing Material (ACM): Any material containing more than 1% by weight of asbestos of any type or mixture of types, as determined by the Environmental Protection Agency's Interim Method.
- V. Asbestos-Containing Building Material (ACBM): Surfacing ACM, thermal system insulation ACM, or miscellaneous ACM that is found in or on interior structural members or other parts of a building.
- W. Asbestos-Containing Waste Material: Any material which is or is suspected of being or any material contaminated with an asbestos-containing material which is to be removed from a work area for disposal.
- X. Asbestos Control: Minimizing the generation of airborne asbestos fibers until a permanent solution is developed.
- Y. Asbestos Debris: Pieces of ACBM that can be identified by color, texture, or composition, or means dust, if the dust is determined by an accredited inspector to be ACM.
- Z. Asbestos Exposure Assessment System: A decision tool which can be used to determine the extent of the asbestos hazard that exists in a building, and which can also be used to develop corrective actions.
- AA. Authorized Visitor: The Owner, the Owner's Representative, the Consultant, the Consultant's inspector or representative, or any representative of a federal, state, county or local agency having jurisdiction over the project while acting in an official capacity. Any person whose name appears upon an approved authorized visitor's list. The testing lab personnel, the Architect/Engineer, or emergency personnel.
- BB. Barrier: Any surface that seals off the work area to inhibit the movement of fibers.
- CC. Breathing Zone: A hemisphere forward of the shoulders with a radius of approximately 6 to 9 inches.
- DD. Ceiling Concentration: The concentration of an airborne substance that shall not be exceeded.

- EE. Certified Industrial Hygienist (C.I.H.): An industrial hygienist certified in Comprehensive Practice by the American Board of Industrial Hygiene.
- FF. Clean Room: An uncontaminated area or room which is part of the worker decontamination enclosure with provisions for storage of worker's street clothes and protective equipment.
- GG. Curtained Doorway: A device to allow ingress and egress from one room to another while permitting minimal air movement between the rooms, typically constructed by placing two overlapping sheets of plastic over an existing or temporarily framed doorway, and securing the vertical edge of the other sheet along the opposite vertical side of the doorway.
- HH. Decontamination Enclosure System: A series of connected rooms, with curtained doorways between any two adjacent rooms, for the decontamination of workers and of materials and equipment. A decontamination enclosure system always contains at least one airlock.
- II. Differential Air Pressure Equipment: A portable local exhaust system equipped with HEPA filtration and capable of maintaining a constant, low velocity air flow into contaminated areas from adjacent uncontaminated areas.
- JJ. Demolition: The wrecking or taking out of any building component, system, finish or assembly of a facility together with any related handling operations.
- KK. Disposal Bag: A properly labeled 6 mil thick leak-tight plastic bags used for transporting asbestos waste from work and to disposal site.
- LL. Encapsulant: A material that surrounds or embeds asbestos fibers in an adhesive matrix, to prevent release of fibers.
- MM. Bridging encapsulant: an encapsulant that forms a discrete layer on the surface of an in situ asbestos matrix.
- NN. Penetrating encapsulant: an encapsulant that is absorbed by the in situ asbestos matrix without leaving a discrete surface layer.
- OO. Removal encapsulant: a penetrating encapsulant specifically designed to minimize fiber release during removal of asbestos-containing materials rather than for in situ encapsulation.
- PP. Encapsulation: All herein specified procedures necessary to completely enclose asbestos-containing building materials to control the possible release of asbestos fibers into the air.
- QQ. Enclosure: The construction of an air-tight, impermeable, permanent barrier around asbestos-containing material to control the release of asbestos fibers into the air.
- RR. Equipment Decontamination Enclosure: That portion of a decontamination enclosure system designed for controlled transfer of materials and equipment, typically consisting of a washroom and a holding area system designed for controlled transfer of materials and equipment, typically consisting of a washroom and a holding area.
- SS. Equipment Room: A contaminated area or room which is part of the worker decontamination enclosure with provisions for storage of contaminated clothing and equipment.

- TT. Filter: A media component used in respirators to remove solid or liquid particles from the inspired air.
- UU. Fixed Object: A unit of equipment or furniture in the work area which cannot be removed from the work area.
- VV. Friable Asbestos Material: Material that contains more than 1.0% asbestos by weight and that can be crumbled, pulverized, or reduced to powder by hand pressure when dry.
- WW. Glovebag: A sack (typically constructed of 6 mil transparent polyethylene or polyvinylchloride plastic) with inward projecting long sleeve gloves, one inward projecting sleeve, an internal tool pouch, and an attached, labeled receptacle for asbestos waste. These glovebags are designed to enclose an object from which an asbestos-containing material is to be removed.
- XX. Glovebag Technique: A method with applications for removing small amounts of friable asbestos-containing material from HVAC ducts, short pipe runs, valves, joints, elbows, and other non-planer surfaces in a non-contained work area. The glovebag is constructed and installed in such a manner that it surrounds the object or area to be decontaminated and contains all asbestos fibers released during the removal process. All workers who are permitted to use the glovebag technique must be highly trained, experienced, and skilled in this method.
- YY. Holding Area: A chamber in the equipment decontamination enclosure located between the washroom and an uncontaminated area. The holding area comprises an airlock.
- ZZ. HEPA Filter: A High Efficiency Particulate Air (HEPA) filter capable of trapping and retaining 99.97% of asbestos fibers greater than 0.3 microns in diameter or larger.
- AAA. HEPA Filter Vacuum Collection Equipment (or vacuum cleaner): High efficiency particulate air filtered vacuum collection equipment with a filter system capable of collecting and retaining asbestos fibers. Filters should be of 99.97% efficiency for retaining fibers of 0.3 microns or larger.
- BBB. High-efficiency particulate air filter: (HEPA) refers to a filtering system capable of trapping and retaining 99.97 percent of all monodispersed particles 0.3 mm in diameter or larger.
- CCC. Log Book: A notebook or other book containing essential project data and daily project information and a daily project diary. This book shall be kept up to date and on the project site at all times.
- DDD. Movable Object: A unit of equipment or furniture in the work area which can be removed from the work area.
- EEE. Negative Pressure Respirator: A respirator in which the air pressure inside the respiratory-inlet covering is positive during exhalation in relation to the air pressure of the outside atmosphere and negative during inhalation in relation to the air pressure of the outside atmosphere.
- FFF. Negative Pressure Ventilation System: A pressure differential and ventilation system.
- GGG. Personal Monitoring: Sampling of the asbestos fiber concentrations within the breathing zone of an employee.

- HHH. Plant: The tools, machinery, structures, equipment, etc. necessary to perform a mechanical operation, process, or to carry out a business.
- III. Plasticize: To cover floors and walls with plastic sheeting as herein specified.
- JJJ. Pressure Differential and Ventilation System: A local exhaust system, utilizing HEPA filtration capable of maintaining a pressure differential with the inside of the Work Area at a lower pressure than any adjacent area, and which cleans recirculated air or generates a constant air flow from adjacent areas into the Work Area.
- KKK. Protection Factor: The ratio of the ambient concentration of an airborne substance to the concentration of the substance inside the respirator at the breathing zone of the wearer. The protection factor is a measure of the degree of protection provided by a respirator to the wearer.
- LLL. Removal: All herein specified procedures necessary to remove asbestos-containing materials from the designated areas in an appropriate manner and to dispose of these materials at an acceptable site.
- MMM. Repair: Returning damaged ACBM to an undamaged condition or to an intact state so as to prevent fiber release.
- NNN. Respirator: A device designed to protect the wearer from the inhalation of harmful atmospheres.
- OOO. Shower Room: A room between the clean room and the equipment room in the worker decontamination enclosure with hot and cold running water and suitable arranged for complete showering during decontamination.
- PPP. Surfactant: A chemical wetting agent added to water to improve penetration, thus reducing the quantity of water required for a given operation or area.
- QQQ. Time Weighted Average (TWA): The average concentration of a contaminant in air during a specific time period.
- RRR. Visible Emissions: Any emissions containing particulate asbestos material that are visually detectable without the aid of instruments. This does not include condensed uncombined water vapor.
- SSS. Washroom: A room between the work area and the holding area in the equipment decontamination enclosure system. The washroom comprises an airlock.
- TTT. 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 or diluted removal encapsulant and afterwards thoroughly decontaminated or disposed of as asbestos-contaminated waste.
- UUU. Wiping: Final cleanup stage performed after gross asbestos removal where all surfaces are wet cleaned.
- VVV. Work Area: The area where asbestos-related work or removal operations are performed which is defined and/or isolated to prevent the spread of asbestos dust, fibers or debris, and entry by unauthorized personnel. Work area is a Regulated Area as defined by 29 CFR 1926.1101.

WWW. Worker Decontamination Enclosure System: That portion of a decontamination enclosure system designed for controlled passage of workers, and other personnel and authorized visitors, typically consisting of a clean room, a shower room, and an equipment room separated by air locks.

1.5 SPECIFICATION FORMAT AND CONTENT EXPLANATION

- A. This Article is provided to help the user of these Specifications understand the format, language, implied requirements, and similar conventions.
- B. None of the explanations shall be interpreted to modify the substance of Contract requirements.
- C. Specification Format:
1. These Specifications are organized into Divisions, Sections or Trade Headings based on the Construction Specifications Institute's 16-Division format and the MASTERFORMAT numbering system.
 2. This organization conforms generally to recognized construction industry practice.
- D. Specification Content:
1. This Specification has been produced employing conventions in the use of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances.
 2. These conventions are explained as follows:
 3. Language used in the Specifications and other Contract Documents is the abbreviated type. Implied words and meanings will be appropriately interpreted. Singular words will be interpreted as plural and plural words interpreted as singular where applicable and where the full context of the Contract Documents so indicates.
 4. Imperative Language is used generally in the Specifications. Requirements expressed imperative are to be performed by the Contractor. At certain locations in the text, for clarity, subjective language is used to describe responsibilities which must be fulfilled indirectly by the Contractor, or by others when so noted.
- E. Assignment of Specialists:
1. The Specification requires that certain specific construction activities shall be performed by specialists who are recognized experts in the operations to be performed.
 2. The specialists must be engaged for those activities, and the assignments are requirements over which the Contractor has no choice or option.
 3. The ultimate responsibility for fulfilling Contract requirements remains with the Contractor.

4. This requirement should not be interpreted to conflict with enforcement of building codes or regulations governing the work. It is also not intended to interfere with local trade union jurisdictional settlements and similar conventions.
5. Trades: Use of titles such as "carpentry" is not intended to imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.

1.6 DRAWING SYMBOLS

- A. Graphic symbols used on the Drawings are those recognized in the construction industry for purposes indicated. Where not otherwise noted, symbols are defined by "Architectural Graphic Standards", published by John Wiley & Sons, Inc., seventh edition.
- B. Graphic symbols used on mechanical and electrical Drawings are generally aligned with symbols recommended by ASHRAE. Where appropriate, they are supplemented by more specific symbols recommended by technical associations including ASME, ASPE, IEEE and similar organizations. Refer instances of uncertainty to the Owner's Representative for clarification before proceeding.

1.7 INDUSTRY STANDARDS

- A. Applicability of Standards:
 1. Except where Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into Contract Documents.
 2. Such standards are made a part of the Contract Documents by reference.
 3. Individual Sections indicate which codes and standards the Contractor must keep available at the Project Site for reference.
- B. Referenced industry standards: take precedence over standards that are not referenced but recognized in the construction industry as applicable.
- C. Unreferenced industry standards: are not directly applicable to the work, except as a general requirement of whether the work complies with recognized construction industry standards.
- D. Publication Dates: Where compliance with an industry standard is required, comply with standard in effect as of date of Contract Documents.
- E. Updated Standards: At the request of the Owner's Representative, Contractor or authority having jurisdiction, submit a Change Order proposal where applicable code or standard has been revised and reissued after the date of the Contract Documents and before performance of Work affected. The Owner's Representative will decide whether to issue a Change Order to proceed with the updated standard.
- F. Conflicting Requirements:

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

G. Minimum Quantities or Quality Levels:

1. In every instance the quantity or quality level shown or specified shall be the minimum to be provided or performed.
2. The actual installation may comply exactly, within specified tolerances, with the minimum quantity or quality specified, or it may exceed that minimum within reasonable limits.
3. In complying with these requirements, indicated numeric values are minimum or maximum values, as noted, or appropriate for the context of the requirements.
4. Refer instances of uncertainty to the Owner's Representative for decision before proceeding.

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

1. Where copies of standards are needed for performance of a required construction activity, the Contractor shall obtain copies directly from the publication source.
2. Although copies of standards needed for enforcement of requirements may be part of required submittals, the Owner's Representative reserves the right to require the Contractor to submit additional copies as necessary for enforcement of requirements.

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

AIHA
American Industrial Hygiene Association
Wolf Ledges Parkway
Akron, OH 44311

AIA
American Institute of Architects
New York Ave. NW
Washington, DC 20006

ANSI
American National Standards Institute

1430 Broadway
New York, NY 10018

ASHRAE
American Society for Heating, Refrigerating, and Air Conditioning Engineers
Tullie Circle NE
Atlanta, GA 30329

ASME
American Society of Mechanical Engineers
East 47th Street
New York, NY 10017

ASPE
American Society of Plumbing Engineers
Thousand Oaks Boulevard, Suite 210
Westlake, CA 91362

ASTM
American Society for Testing and Materials
Race St.
Philadelphia, PA 19103

AWCI
Association of the Wall and Ceiling Industries-International
K Street, NW
Washington, DC 20002

CFR
Code of Federal Regulations
Available from Government Printing Office;
Washington, DC 20402
(usually first published in Federal Register)

CGA
Compressed Gas Association
Jefferson Davis Highway
Arlington, VA 22202

CS
Commercial Standard of NBS
(Dept. of Commerce)
Government Printing Office
Washington, DC 20402

DOT

Department of Transportation
Seventh St., SW
Washington, DC 20590

EPA
Environmental Protection Agency
M St., SW
Washington, DC 20460

FS
Federal Specification (General Services Admin.)
Obtain from your Regional GSA Office, or purchase from GSA Specifications Unit
(WFSIS)
7th and D Streets, S.W.
Washington, DC 20406
or 2140

GA
Gypsum Association
Orrington Ave.
Evanston; IL 60201

GSA
General Services Administration
F St. and 18th St., NW
Washington, DC 20405

IEEE
Institute of Electrical and Electronic Engineers
E. 47th Street
New York, NY 10017

MIL
Military Standardization Documents
Dept. of Defense)
Naval Publications and Forms Center
Tabor Ave.
Philadelphia, PA 19120

NBS
National Bureau of Standards
Dept. of Commerce)
Gaithersburg, MD 20234

NEC
National Electrical Code (by NFPA)

NFPA

National Fire Protection Association
Batterymarch Park
Quincy, MA 02269

NRCA
National Roofing Contractors Association
River Road
Rosemont, IL 60018

OSHA
Occupational Safety & Health Administration
(Dept. of Labor)
Government Printing Office
Washington, DC 20402

PS
Product Standard of NBS
(Dept. of Commerce)
Government Printing Office
Washington, DC 20402

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

UL
Underwriters Laboratories
Pfungsten Rd.
Northbrook, IL 60062

1.8 Trade Union Jurisdictions:

- A. The Contractor shall maintain, and require subcontractors to maintain, complete current information on jurisdictional matters, regulations and pending actions, as applicable to construction activities.
- B. The manner in which Contract Documents have been organized and subdivided is not intended to indicate of trade union or jurisdictional agreements.
- C. Discuss new developments at project meetings at the earliest feasible dates. Record relevant information and actions agreed upon.
- D. Assign and subcontract construction activities, and employ tradesmen and laborers in a manner that will not unduly risk jurisdictional disputes that could result in conflicts, delays, claims and losses.

1.9 SUBMITTALS:

- A. Permits, Licenses and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the work.

END OF SECTION - 01091

SECTION 01301 - SUBMITTALS (ASBESTOS)

PART 1 - GENERAL

The term Owner's Representative and Consultant are one in the same and may be used interchangeably in these documents.

1.1 RELATED DOCUMENTS

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

1.2 GENERAL

- A. Make submittals required by the Contract Documents and revise and resubmit as necessary to establish compliance with the specified requirements.
- B. The Contractor may require his subcontractors to provide drawings, setting diagrams, and similar information to help coordinate the Work, but such data shall remain between the Contractor and his subcontractors and will not be reviewed by the Consultant.

1.3 SUMMARY

- A. This Section specifies administrative and procedural requirements for submittals required for performance of the Work, including:
 - 1. Contractor's construction schedule.
 - 2. Submittal schedule.
 - 3. Daily construction reports.
 - 4. Shop Drawings.
 - 5. Product Data.
 - 6. Samples.
 - 7. Miscellaneous Submittals
- B. Administrative Submittals: Refer to other Division-1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:
 - 1. Permits
 - 2. Applications for payment
 - 3. Performance and payment bonds
 - 4. Insurance certificates
 - 5. List of Subcontractors
- C. The Schedule of Values submittal is included in Section "Applications for Payment."

1.4 SUBMITTAL PROCEDURES

A. Coordination:

1. Prior to each submittal, carefully review and coordinate all aspects of each item being submitted.
2. Verify that each item and the submittal for it conform in all respects with the specified requirements. By affixing the Contractor's signature to each submittal, certify that this coordination has been performed.
3. Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
4. The Owner's Representative reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

B. Processing:

1. Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for resubmittals.
2. Allow two weeks for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Owner's Representative will promptly advise the Contractor when a submittal being processed must be delayed for coordination.
3. If an intermediate submittal is necessary, process the same as the initial submittal.
4. Allow two weeks for reprocessing each submittal.
5. No extension of Contract Time will be authorized because of failure to transmit submittals to the Owner's Representative sufficiently in advance of the work to permit processing.

C. Submittal Preparation:

1. Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
2. Provide a space approximately 4" x 5" on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.
3. Include the following information on the label for processing and recording action taken:
 - a) Project name.
 - b) Date.
 - c) Name and address of Owner's Representative.
 - d) Name and address of Contractor.
 - e) Name and address of subcontractor.
 - f) Name and address of supplier.

- g) Name of manufacturer.
- h) Number and title of appropriate Specification Section.
- i) Drawing number and detail references, as appropriate.

D. Submittal Transmittal:

1. Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Owner's Representative using a transmittal form. Submittals received from sources other than the Contractor will be returned without action.
2. On the transmittal record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.

E. Transmittal Form:

1. Use AIA Document G 810.
2. Substitutions:
 - a) The Contract is based on the standards of quality established in the Contract Documents. Substitutions will be considered only when listed at the time of bidding, on the form provided therefore in the bidding documents, and when substantiated by Contractor's submittal of required data within 5 calendar day after award of the Contract.
 - b) The following products do not require further approval except for interface with the Work:
 - (i) Products specified by reference to standard specifications such as ASTM and similar standards.
 - (ii) Products specified by manufacturer's name and catalog number.
 - c) Do not substitute materials, equipment, or methods unless such substitution has been specifically approved in writing for this Work by the Consultant.
 - d) Or Equal. Where the phrase "or equal", or "or equal as approved by the Consultant", occurs in the Contract Documents, do not assume that the materials, equipment, or methods will be approved as equal unless the item has been specifically so approved for this Work by the Consultant.

1.5 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Schedule:

1. Provide proposed detailed schedule including work dates, work shift time, number of employees, dates of start and completion including dates of preparation work, removals and final inspection dates.

2. Coordinate the Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests and other schedules.

B. Work Stages:

1. Indicate important stages of construction for each major portion of the work, including testing and installation.
2. Include indication of start and finish times for the following:
 - a) Non-asbestos demolition.
 - b) Preparation of the Work Area.
 - c) Asbestos removal.
 - d) Clearance testing.
 - e) Substantial Completion.

C. Cost Correlation:

1. At the head of the schedule, provide a two item cost correlation line, indicating "precalculated" and "actual" costs. On the line show dollar-volume of work performed as of the dates used for preparation of payment requests.

D. Distribution:

1. Following response to the initial submittal, print and distribute copies to the Owner's Representative, Owner, subcontractors, and other parties required to comply with scheduled dates.
2. Post copies in the Project Administrator's field office, project meeting room and temporary field office.

1.6 SUBMITTAL SCHEDULE

A. Listing:

1. At the end of this section is a listing of the principal submittals required for the work. This listing is not necessarily complete, nor does the listing reflect the significance of each submittal requirement. The listing is included only for the convenience of users of the Contract Documents.
2. After review and action on the Contractor's construction schedule, prepare a complete schedule of submittals. Submit the schedule of submittals within 10 days of the date required for establishment of the Contractor's construction schedule.
3. Coordinate submittal schedule with the list of subcontracts, schedule of values and the list of products as well as the Contractor's construction schedule.
4. Prepare the submittal schedule in chronological order; include submittals required before start of construction. Provide the following information:
 - a) Scheduled date for the first submittal.

- b) Related Section number.
- c) Submittal category.
- d) Name of subcontractor.
- e) Description of the part of the work covered.
- f) Scheduled date for resubmittal.
- g) Scheduled date the Owner's Representative's final release or approval.

B. Distribution:

- 1. Following response to initial submittal, print and distribute copies to the Owner's Representative, Owner, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the project meeting room and field office.
- 2. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the work and are no longer involved in construction activities.

C. Schedule Updating:

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

1.7 SHOP DRAWINGS

- A. Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not considered Shop Drawings.
- B. Shop Drawings include fabrication and installation drawings, schedules, and similar drawings. Include the following information:
 - 1. Dimensions.
 - 2. Identification of products and materials included.
 - 3. Compliance with specified standards.
 - 4. Notation of coordination requirements.
 - 5. Notation of dimensions established by field measurement.
- C. Sheet Size: Submit Shop Drawings on sheets at least 8-1/2" x 11" but no larger than 36" x 48".
- D. Initial Submittal: Submit one correctable translucent reproducible print and one blue- or black-line print for the Owner's Representative's review; the reproducible print will be returned.
- E. Final Submittal: Submit 3 blue- or black-line prints; 2 prints will be retained; the remainder will be returned.
 - 1. One of the prints returned shall be marked-up and maintained as a "Record Document".

2. Do not use Shop Drawings without an appropriate final stamp indicating action taken in connection with construction.
3. Coordination drawings are a special type of Shop Drawing that show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or function as intended.
4. Preparation of coordination Drawings is specified in section "Project Coordination" and may include components previously shown in detail on Shop Drawings or Product Data.
5. Submit coordination Drawings for integration of different construction elements. Show sequences and relationships of separate components to avoid conflicts in use of space.

1.8 PRODUCT DATA

- A. Collect Product Data into a single submittal.
 1. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, standard wiring diagrams and performance curves.
 2. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings."
 3. Mark each copy to show applicable choices and options.
 4. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:
 - a) Manufacturer's printed recommendations.
 - b) Compliance with recognized trade association standards.
 - c) Compliance with recognized testing agency standards.
 - d) Application of testing agency labels and seals.
 - e) Notation of dimensions verified by field measurement.
 - f) Notation of coordination requirements.
 5. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
- B. Preliminary Submittal: Submit a preliminary single-copy of Product Data where selection of options is required.
- C. Submittals:
 1. Submit 3 copies of each required submittal.
 2. The Owner's Representative will retain two, and will return the one marked with action taken and corrections or modifications required.
 3. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.

D. Distribution:

1. Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities.
2. Show distribution on transmittal forms.
3. Do not proceed with installation until a final submittal is in the installer's possession.
4. Do not permit use of unmarked copies of Product Data in connection with construction.

1.9 SAMPLES

1. Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials.
 - a) Generic description of the Sample.
 - b) Sample source.
 - c) Product name or name of manufacturer.
 - d) Compliance with recognized standards.
 - e) Availability and delivery time.
2. Submit Samples for review of kind, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
3. Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation and similar construction characteristics.
4. Field Samples specified in individual Sections are special types of Samples. Field Samples are full-size examples erected on site to illustrate finishes, coatings, or finish materials and to establish the standard by which the Work will be judged.
5. Comply with submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.

1.10 MISCELLANEOUS SUBMITTALS:

A. Material Safety Data Sheets:

1. Process material safety and data sheets as "product data." MSDS's shall be submitted to OEHS before any work commences.

B. Standards:

1. Where submittal of a copy of standards is indicated, and except where copies of standards are specified as an integral part of a "Product Data" submittal, submit a single copy of standards for the Owner's Representative's use. Where

workmanship, whether at the project site or elsewhere is governed by a standard, furnish additional copies of the standard to fabricators, installers and others involved in the performance of the work.

C. Closeout Submittals:

1. Refer to section "Project Closeout" and to individual sections of these specifications for specific submittal requirements of project closeout information.

D. Record Documents:

1. Furnish set of original documents as maintained on the project site.
2. Provide 2 photographic copies of marked-up drawings along with original marked-up record drawings, which, at the Contractor's option, may be reduced to not less than half size.

1.11 OWNER'S REPRESENTATIVE'S ACTION

A. Except for submittals for record, information or similar purposes, where action and return is required or requested, the Owner's Representative will review each submittal, mark to indicate action taken, and return promptly.

1. Review by the Consultant does not relieve the Contractor from responsibility for errors which may exist in the submitted data. Compliance with specified characteristics is the Contractor's responsibility.
2. If the Contractor considers any required revision to be a change, he shall so notify the Consultant.

1.12 REIMBURSEMENT OF ENGINEER'S COSTS.

- A. In the event substitutions are proposed to the Consultant after the Contract has been awarded, the Consultant will record all time and expenses incurred in the evaluation of each such proposed substitution.
- B. Whether or not the Consultant approves a proposed substitution, the Contractor promptly upon receipt of the Consultant's billing shall reimburse the Consultant at the rate of 2-1/2 times the direct cost to the Consultant for all time and expenses spent evaluating the proposed substitutions.

1.13 IDENTIFICATION OF SUBMITTALS

- A. Consecutively number all submittals.
1. When material is resubmitted for any reason, transmit under a new letter of transmittal and with a new transmittal number.
 2. On resubmittals, cite the original submittal number for reference.
- B. Accompany each submittal with a letter of transmittal showing all information required for identification and checking.

- C. On at least the first page of each submittal, and elsewhere as required for positive identification, show the submittal number in which the item was included.
- D. Maintain an accurate submittal log for the duration of the Work, showing current status of all submittals at all times. Make the submittal log available to the Consultant for review upon request.

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION (Not Applicable).

END OF SECTION 01301

SUBMITTAL CHECKLIST

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

01013 Summary of Work - Asbestos Abatement/Demolition

Before Start of Work:

- Plan of Action
- Pre-construction Inspection

01043 Project Coordination - Asbestos Abatement/Demolition

Before Start of Work:

- Contingency Plans
- Telephone Numbers
- Notifications sent to other entities at the work site.
- Notifications sent to emergency service agencies.
- Resume: of general superintendent.
- Accreditation: of accreditation of general superintendent
- Staff Names:

Periodically During Work:

- Daily Logs
- Event Reports
- Accident Reports
- Discovered Condition Reports

01091 Definitions and Standards - Asbestos Abatement/Demolition

Before Start of Work:

None

Periodically During Work:

None

01092 Codes, Regulations, and Standards - Asbestos Abatement/Demolition

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Before Start of Work:
State Regulations
Local Regulations
Licenses
Notifications
Permits

Periodically During Work:
None

01301 Submittals

Before Start of Work:
Contractors Construction Schedule
Submittal Schedule

Periodically During Work:
Progress photographs
Record Documents

01503 Temporary Facilities - Asbestos Abatement/Demolition

Before Start of Work:
Scaffolding
Hot water heater
Decontamination Unit Sub-panel
Ground Fault Circuit Interrupters (GFCI)
Lamps and Light Fixtures
Temporary Heating Units
Temporary Cooling Units
Self-Contained Toilet Units: Product Data, Sub-contractor
First Aid Supplies
Fire Extinguishers: product data, location schedule

Periodically During Work:
None

01513 Temporary Pressure Differential & Air Circulation System

Before Start of Work:
Pressure Differential System Design
HEPA Filtered Fan Units: Product data
Monitoring Equipment: Product data
Auxiliary Generator: Product data
Power Switch: Product data
Auxiliary Power System: Shop Drawing

Periodically During Work:
Pressure Differential Monitoring Results

01526 Temporary Enclosures

Before Start of Work:
Strippable Coatings: Product data
Strippable Coatings: Test report on ASTM E84 test

Strippable Coatings: Manufacturer's installation instructions. Strippable Coatings:
Material Safety Data Sheet
Spray Cement: Product data
Spray Cement: Manufacturer's installation instructions
Spray Cement: Material Safety Data Sheet
Sheet Plastic: Test reports on NFPA 701 test
Signs: Samples

Periodically During Work:
Inspection report prior to applying strippable coating
Photograph of existing damage prior to applying coatings
Test Patches of strippable coating

01527 Regulated Areas

Before Start of Work:
HEPA Filtered Vacuum Cleaners: product data
Signs: samples
Warning Tape: samples

Periodically During Work:
None

01560 Worker Protection

Before Start of Work:
AHERA Accreditation: for each worker
State and Local License: for each worker
Historic Airborne Fiber Data
Certificate Worker Acknowledgment: for each worker
Training Program: course outline
Report from Medical Examination: of each worker
Notarized Certifications
Biological Monitoring Examination: of each worker

Periodically During Work:
None

01562 Respiratory Protection

Before Start of Work:
Product Data
NIOSH and MSHA Certifications
Type "C": System Diagram
Type "C": Operating Instruction
Respiratory Protection Program: written manual
Respiratory Protection Program: form at end of section
Historic Airborne Fiber Data
Resume information

Periodically During Work:
None

01563 Decontamination Units

Before Start of Work:

Personnel Decontamination Unit: shop drawing
Equipment Decontamination Unit: shop drawing
Shower Pan: shop drawing
Shower Walls: product data
Shower Head and Controls: product data
Filters: product data
Filters: shop drawing
Hose Bib: product data
Wash Station Shower Stall: product data
Wash Station Shower Stall: shop drawing
Elastomeric membrane: product data
Lumber: product data on fire resistance treatment
Sump Pump: product data
Signs: samples

Periodically During Work:

None

01601 Materials and Equipment - Asbestos Abatement/Demolition

Before Start of Work:

Product List Schedule

Periodically During Work:

None

01632 Product Substitutions - Asbestos Abatement/Demolition

Before Start of Work:

Refer to section

Periodically During Work:

Refer to section

01701 Project Closeout - Asbestos Abatement/Demolition

Before Start of Work:

None

Periodically During Work:

Refer to section

01711 Project Decontamination

Before Start of Work:

None

Periodically During Work:

Fire Test on Lock Back Encapsulants used

01714 Work Area Clearance

None

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02084 Disposal of Asbestos-Containing Waste Material

Before Start of Work:

- Waste Hauler State License
- Waste Hauler Local License
- Name and address of landfill
- Landfill contact person and telephone number
- Name and address of processor
- Processor contact person and telephone number
- Product data on process to be used
- EPA letter on process as a NESHAPS alternative
- Process parameters or operating conditions
- Chain of Custody form
- Waste Manifest Form
- Disposal Bag: samples
- Label Samples.

Periodically During Work:

- On a weekly basis: copies of manifests and disposal site receipts.

END OF SUBMITTAL CHECKLIST

SECTION 01410 - AIR MONITORING - TEST LABORATORY SERVICES (ASBESTOS)**PART 1 - GENERAL****1.1 RELATED DOCUMENTS:**

- A. Air Monitoring: during work area clearance is described in Section 01714 Work Area Clearance.

1.2 DESCRIPTION OF THE WORK**A. Not in Contract Sum:**

1. This section describes work being performed by the Owner. This work is not in the Contract Sum.
2. This section describes air monitoring carried out by the owner to verify that the building beyond the work area and the outside environment remains uncontaminated.
3. This section also sets forth airborne fiber levels both inside and outside the work area as action levels, and describes the action required by the Contractor if an action level is met or exceeded.
4. Air monitoring required by OSHA is work of the Contractor and is not covered in this section.

1.3 AIR MONITORING:**A. Work Area Isolation:**

1. The purpose of the Owner's air monitoring is to detect faults in the work area isolation such as:
 - a) Contamination of the building outside of the work area with airborne asbestos fibers,
 - b) Failure of filtration or rupture in the differential pressure system,
 - c) Contamination of air outside the building envelop airborne asbestos fibers.
2. Should any of the above occur immediately cease asbestos abatement activities until the fault is corrected. Do not recommence work until authorized by the Owner's Representative.

- B. Work Area Airborne Fiber Count: The Owner will monitor airborne fiber counts in the Work Area. The purpose of this air monitoring will be to detect airborne asbestos concentrations which may challenge the ability of the Work Area isolation procedures to protect the balance of the building or outside of the building from contamination by airborne fibers.

C. Work area clearance:

1. To determine if the elevated airborne fiber counts encountered during abatement operations have been reduced to an acceptable level, the Owner will sample and analyze air per Section 01714 Work Area Clearance.
2. The Owner will be conducting air monitoring throughout the course of the project.

1.4 STOP ACTION LEVELS:

A. Inside Work Area:

1. Maintain an average airborne count in the Work Area of less than 0.5 fibers per cubic centimeter.
 - a) If the fiber counts rise above this figure for any sample taken, revise work procedures to lower fiber counts.
 - b) If the Time Weighted Average (TWA) fiber count for any work shift or 8 hour period exceeds 0.5 fibers per cubic centimeter, stop all work, leave Pressure Differential System in operation and notify Owner's Representative.
 - c) After correcting cause of high fiber levels, do not recommence work for 24 hours unless otherwise authorized, in writing, by Owner's Representative.
2. If airborne fiber counts exceed 2.0 fibers per cubic centimeter for any period of time cease all work except corrective action until fiber counts fall below 0.5 fibers per cubic centimeter and notify Owner's Representative. After correcting cause of high fiber levels, do not recommence work for 24 hours unless otherwise authorized, in writing, by Owner's Representative.

B. Outside Work Area:

1. If any air sample taken outside of the Work Area exceeds 0.01 fibers/cc, immediately and automatically stop all work except corrective action. The Owner's Representative will determine the source of the high reading and so notify the Contractor in writing.
2. If the high reading occurs, initiate the following actions:
 - a) Decontaminate the affected area in accordance with Section 01711 Cleaning & Decontamination Procedures.
 - b) Require that respiratory protection as set forth in Section 01562 Respiratory Protection be worn in affected area until area is cleared for reoccupancy in accordance with Section 01714 Work Area Clearance.

C. Effect on Contract Sum:

1. Complete corrective work with no change in the Contract Sum if high airborne fiber counts were caused by Contractor's activities.
2. The Contractor will be responsible for all PCM and TEM samples collected in response to all fiber counts outside the work area.
3. TEM samples will be collected to clear outside areas affected by high fiber counts. All TEM samples collected due to high fiber counts will be paid for by the abatement contractor.

D. Fibers Counted:

1. The following procedure will be used to resolve any disputes regarding fiber types when a project has been stopped due to excessive airborne fiber counts.

E. Large Fibers:

1. "Airborne Fibers" referred to above include all fibers regardless of composition as counted by phase contrast microscopy (PCM), unless additional analysis by

transmission or scanning electron microscopy demonstrates to the satisfaction of the Owner's Representative that non-asbestos fibers are being counted.

2. "Airborne Fibers" counted in samples analyzed by scanning or transmission electron microscopy shall be asbestos fibers, greater than 5 microns in length and greater than 0.25 microns in diameter.
3. For purposes of stop action levels, subsequent to analysis by electron microscopy, the number of "Airborne Fibers" shall be determined by multiplying the number of fibers, regardless of composition, counted by PCM by a number equal to asbestos fibers counted divided by all fibers counted in the electron microscopy analysis.

- F. Small Structures: "Airborne Fibers" referred to above include asbestos structures (fibers, bundles, clusters or matrices) of any diameter and any length greater than 0.5 microns.

1.5 ANALYTICAL METHODS:

- A. The following methods will be used by the Owner in analyzing filters used to collect air samples.
1. Phase Contrast Microscopy (PCM) will be performed using the NIOSH 7400 method. This analysis will be carried out at the job site.
 2. Transmission Electron Microscopy will be performed using the analysis method set forth in the AHERA regulation 40 CFR Part 763 Appendix A.

1.6 SAMPLE VOLUMES:

- A. General:
1. The number and volume of air samples taken by the Owner will be in accordance with the following schedule. Sample volumes given may vary depending upon the analytical method used.
 2. Additional samples may be taken at Owner's or Owner's Representatives discretion. If airborne fiber counts exceed allowed limits additional samples will be taken as necessary to monitor fiber levels.

1.7 LABORATORY TESTING:

- A. The services of a testing laboratory will be employed by the Owner to perform phase contrast microscopy laboratory analyses of the air samples. A microscope and technician will be setup at the job site, so that verbal reports on air samples can be obtained immediately. The Contractor will have access to all air monitoring tests and results.

1.8 ADDITIONAL TESTING:

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

1.9 PERSONAL MONITORING:

- A. Owner will not be performing air monitoring to meet Contractor's OSHA requirements for personnel sampling or any other purpose.

END OF SECTION - 01410

SECTION 01503 - TEMPORARY FACILITIES (ASBESTOS)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 DESCRIPTION OF REQUIREMENTS:

- A. General: Provide temporary connection to existing building utilities or provide temporary facilities as required herein or as necessary to carry out the work.

1.3 SUBMITTALS

- A. Before the Start of Work: Submit the following to the Owner's Representative for review. Begin no work until these submittals are returned with Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use or final-but-restricted use.
- B. Scaffolding: submit list of rolling and fixed scaffolding intended for use on the project. Submit sufficient detail to indicate compliance with applicable worker safety regulations or other requirements.
- C. Hot water heater: Submit manufacturers name, model number, size in gallons, heating capacity, power requirements.
- D. Decontamination Unit Sub-panel: Submit product data.
- E. Ground Fault Circuit Interrupters (GFCI): Submit product data.
- F. Lamps and Light Fixtures: Submit product data.
- G. Self-Contained Toilet Units: Provide product data and name of sub-contractor to be used for servicing self-contained toilets. Submit method to use for servicing. A minimum of one self-contained Toilet Unit shall be provided for every 15 workers. Units shall be serviced at least once a week, more often if required because of use or odor.
- H. First Aid Supplies: Provide list of contents of first aid kit. Submit in form of check list.
- I. Fire Extinguishers: Provide product data. Submit schedule indicating location at job site.

PART 2 - PRODUCTS

2.1 MATERIALS AND EQUIPMENT:

- A. General: Provide new or used materials and equipment that are undamaged and in serviceable condition. Provide only materials and equipment that are recognized as being suitable for the intended use, by compliance with appropriate standards.

2.2 SCAFFOLDING:

- A. Provide all scaffolding, ladders and/or staging, etc. as necessary to accomplish the work of this contract. Scaffolding may be of suspension type or standing type such as metal tube and coupler, tubular welded frame, pole or outrigger type or cantilever type. The type, erection and use of all scaffolding shall comply with all applicable OSHA provisions.
 - 1. Equip rungs of all metal ladders, etc. with an abrasive non-slip surface.
 - 2. Provide a nonskid surface on all scaffold surfaces subject to foot traffic.
- B. The Contractor shall adhere to all OSHA regulations and standards with regard to ladders, scaffolds, and work platforms. He shall also follow proper decontamination procedures when removing said devices from the work area.

2.3 WATER SERVICE:

- A. Temporary Water Service Connection: All connections to the Owner's water system shall include backflow protection. Valves shall be temperature and pressure rated for operation of the temperatures and pressures encountered. After completion of use, connections and fittings shall be removed without damage or alteration to existing water piping and equipment. Leaking or dripping valves shall be piped to the nearest *active* drain or located over an existing *active* sink or grade where water will not damage existing finishes or equipment.
- B. Water Hoses: Employ heavy-duty abrasion-resistant hoses with a pressure rating greater than the maximum pressure of the water distribution system to provide water into each work area and to each Decontamination Unit. Provide fittings as required to allow for connection to existing wall hydrants or spouts, as well as temporary water heating equipment, branch piping, showers, shut-off nozzles and equipment.
- C. Hot Water Heater: Provide UL rated 40 gallon electric hot water heater to supply hot water for the Decontamination Unit shower. Activate from 30 amp circuit breaker located within the Decontamination Unit subpanel. Provide with relief valve compatible with water heater operation; pipe relief valve down to drip pan on floor with type L copper. Drip pans shall consist of a 12" X 12" X 6" deep pan, made of 19 gauge galvanized steel, with handles. A 3-quart kitchen saucepan may be substituted for this purpose. Drip pan shall be securely fastened to the hot water heater with bailing wire or similar material. Wiring of the hot water heater shall be in compliance with NEMA, NECA, and UL standards.

2.4 ELECTRICAL SERVICE:

- A. General: Comply with applicable NEMA, NECA and UL standards and governing regulations for materials and layout of temporary electric service. Due to the extreme conditions present during abatement activities, the Contractor is responsible for assuring work areas are safe from electrical hazards. An adequate Ground Fault Circuit Interrupter (GFCI) system shall be used as required in the National Electrical Code. Contractor must also supply power for Consultant's sampling pumps, fans, and leaf blower using GFCIs.

- B. Temporary Power: Provide service to Decontamination Unit subpanel with minimum 60 amp, 2 pole circuit breaker or fused disconnect connected to the building's main distribution panel. Subpanel and disconnect shall be sized and equipped to accommodate all electrical equipment required for completion of the work.
- C. Voltage Differences: Provide identification warning signs at power outlets which are other than 110-120 volt power. Provide polarized outlets for plug-in type outlets, to prevent insertion of 110-120 volt plugs into higher voltage outlets. Dry type transformers shall be provided where required to provide voltages necessary for work operations.
- D. Ground Fault Protection: Equip all circuits for any purpose entering Work Area with ground fault circuit interrupters (GFCI). Locate GFCI's exterior to Work Area so that all circuits are protected prior to entry to Work Area. Provide circuit breaker type ground fault circuit interrupters (GFCI) equipped with test button and reset switch for all circuits to be used for any purpose in work area, decontamination units, exterior, or as otherwise required by national electrical code, OSHA or other authority. Locate in panel exterior to Work Area.
- E. Electrical Power Cords: Use only grounded extension cords; use "hard-service" cords where exposed to abrasion and traffic. Use single lengths or use waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach areas of work.
- F. Lamps and Light Fixtures: Provide general service incandescent lamps or fluorescent lamps of wattage indicated or required for adequate illumination as required by the work or this section. Protect lamps with guard cages or tempered glass enclosures, where fixtures are exposed to breakage by construction operations. Provide vapor tight fixtures in work area and decontamination units. Provide exterior fixtures where fixtures are exposed to the weather or moisture.

2.5 TEMPORARY HEAT:

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

2.6 FIRST AID:

- A. First Aid Supplies: Comply with governing regulations and recognized recommendations within the construction industry.

2.7 FIRE EXTINGUISHERS:

- A. Fire Extinguishers: Provide Type "A" fire extinguishers for temporary offices and similar spaces where there is minimal danger of electrical or grease-oil-flammable liquid fires. In other locations the following shall apply:
 1. Fire extinguishers, 10A60BC type, will be required in the work areas at a rate of one per 1,000 square feet, or within 75 feet of anywhere in the work area.
 2. The minimum number of fire extinguishers will be one in the contained work area and one in the clean area.

3. Smoke detectors of the battery powered ionization type will be required at a rate of one per 5,000 square feet.
4. The minimum number of smoke detectors will be one in the clean room and one adjacent to each differential pressure machine.
5. Smoking, cooking appliances, heaters, etc. are prohibited in and around the work area, including the clean room.

2.8 REQUIREMENTS:

- A. It shall be the responsibility of the Contractor to fully comply with all federal (including OSHA), state, and local requirements during the course of this project.

PART 3 - EXECUTION

3.1 SCAFFOLDING:

- A. During the erection and/or moving of scaffolding, care must be exercised so that the polyethylene floor covering is not damaged.
- B. Clean as necessary debris from non-slip surfaces.
- C. At the completion of abatement work clean all construction aids within the work area, wrap in one layer of 6 mil polyethylene sheet and seal before removal from the Work Area.

3.2 INSTALLATION, GENERAL:

- A. General: Use qualified tradesmen for installation of temporary services and facilities. Locate temporary services and facilities where they will serve the entire project adequately and result in minimum interference with the performance of the Work.
 1. Require that tradesmen accomplishing this work be licensed as required by local authority for the work performed.
 2. Relocate, modify and extend services and facilities as required during the course of work so as to accommodate the entire work of the project.

3.3 WATER SERVICE:

- A. General: Water connection (without charge) to Owner's existing potable water system is limited to one 3/4" pipe-size connection, and a maximum flow of 10 gpm to cold water supply. Install using vacuum breakers or other backflow preventer as required by local authority. Supply hot and cold water to the Decontamination Unit.
 1. Maintain hose connections and outlet valves in leakproof condition. Where finish work below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize the possibility of water damage. Drain water promptly from pans as it accumulates.

3.4 ELECTRICAL SERVICE:

A. General:

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

B. Lockout:

1. Lockout all existing power to or through the work area as described below. Unless specifically noted otherwise existing power and lighting circuits to the Work Area are not to be used. All power and lighting to the Work Area and Decontamination facilities are to be provided from temporary electrical panel described below.
 - a) Lockout power to Work Area by switching off all breakers serving power or lighting circuits in work area. Label breakers with tape over breaker with notation "DANGER circuit being worked on". Lock panel and have all keys under control of Contractor's Superintendent or Owner's designated Representative.
 - b) Lockout power to circuits running through Work Area wherever possible by switching off all breakers serving these circuits. Label breakers with tape over breaker with notation "DANGER circuit being worked on". Sign and date danger tag. Lock panel and supply keys to Contractor, Owner and Owner's Representative. If circuits cannot be shut down for any reason, label at intervals 4'-0" on center with tags reading, "DANGER live electric circuit. Electrocutation hazard."

C. Temporary Electrical Panel:

1. Provide temporary electrical panel sized and equipped to accommodate all electrical equipment and lighting required by the work.
2. Connect temporary panel to existing building electrical system.
3. Protect with circuit breaker or fused disconnect.
4. Locate temporary panel as directed by Owner or Owner's Representative.

D. Power Distribution System:

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

E. Circuit Protection:

1. Protect each circuit with a ground fault circuit interrupter (GFCI) of proper size located in the temporary panel.
2. Do not use outlet type GFCI devices.

F. Temporary Wiring:

1. In the Work Area shall be type UF non-metallic sheathed cable located overhead and exposed for surveillance.
2. Do not wire temporary lighting with plain, exposed (insulated) electrical conductors.

3. Provide liquid tight enclosures or boxes for wiring devices.

G. Number of Branch Circuits:

1. Provide sufficient branch circuits as required by the work. All branch circuits are to originate at temporary electrical panel. At minimum provide the following:
 - a) One Circuit for each HEPA filtered fan unit
 - b) For power tools and task lighting, provide one temporary 4-gang outlet in the following locations. Provide a separate 110-120 Volt, 20 Amp circuit for each 4-gang outlet (4 outlets per circuit).
 - One outlet in the work area for each 2500 square feet of work area
 - One outlet at each decontamination unit, located in equipment room
 - c) 110-120 volt 20 amp branch circuits with 4-gang outlet for Owner's exclusive use while conducting air sampling during the work as follows:
 - One in each work area
 - One at clean side of each Decontamination Unit.
 - One at each exhaust location for HEPA filtered fan units
 - d) 110-120 volt 20 amp branch circuits with 4-gang outlet for Owner's exclusive use for conducting final air sampling as set forth in Section 01714 Work Area Clearance as follows:
 - Five inside work area
 - Two outside work area in location designated by Owner's Representative

3.5 TEMPORARY LIGHTING:

A. Lockout:

1. Lock out all existing power to lighting circuits in Work Area as described in section 01526 Temporary Enclosures. Unless specifically noted otherwise existing lighting circuits to the Work Area are not to be used. All lighting to the Work Area and Decontamination facilities is to be provided from temporary electrical panel described above.
2. Provide the following or equivalent where natural lighting or existing building lighting does not meet the required light level:
 - a) One 200-watt incandescent lamp per 1000 square feet of floor area, uniformly distributed, for general construction lighting, or equivalent illumination of a similar nature. In corridors and similar traffic areas provide one 100-watt incandescent lamp every 50 feet. In stair ways and at ladder runs, provide one lamp minimum per story, located to illuminate each landing and flight. Provide sufficient temporary lighting to ensure proper workmanship everywhere; by combined use of daylight, general lighting, and portable plug-in task lighting.
3. Provide lighting in areas where work is being performed as required to supply a 100 foot candle minimum light level.
4. Provide lighting in any area being subjected to a visual inspection as required to supply a 100 foot candle minimum light level.
5. Provide lighting in the Decontamination Unit as required to supply a 50 foot candle minimum light level.
6. Number of Lighting Circuits: Provide sufficient lighting circuits as required by the work. All lighting circuits are to originate at temporary electrical panel.
7. Circuit Protection: Protect each circuit with a ground fault circuit interrupter (GFCI) of proper size located in the temporary panel.

3.6 TEMPORARY HEAT:

A. General:

1. Provide temporary heat where indicated or needed for performance of the Work.
2. Maintain a minimum temperature of 70 degrees F. where finished work has been installed.
3. Maintain a minimum temperature of 75 degrees F. in the shower of the decontamination unit.
4. Maintain a minimum temperature of 70 degrees F. in the Work Area at all times that work is going on. At all other times and at completion of removal work, but before start of reconstruction work, maintain a minimum temperature of 50 degrees F.

3.7 PROJECT ADMINISTRATOR'S FIELD OFFICE:

A. Project Administrator's Field Office:

1. Provide air conditioned, heated office space near the Work Area for professional person, suitably finished, furnished, equipped, locked, heated, naturally ventilated, lighted and wired with electrical power, not less than 250 sq. ft. floor area.
2. Equip office with 1 telephone line and 1 telephone, and not less than 2 duplex convenience power outlets.
3. In addition to 1 desk, 1 four drawer file cabinet and 3 chairs, furnish office with one 36" X 96" plan table, and one 24" X 48" work table near electrical power outlet.
4. Provide portable office or use a suitable room as designated by Owner and relocate or add equipment as required to meet the above requirements.

3.8 SANITARY FACILITIES:

A. Toilets:

1. Use of the Owner's existing toilet facilities, as indicated, will not be permitted

3.9 FIRE EXTINGUISHERS:

A. Fire Extinguishers:

1. Comply with the applicable recommendations of NFPA Standard 10 "Standard for Portable Fire Extinguishers".
2. Locate fire extinguishers where they are most convenient and effective for their intended purpose, but provide not less than one extinguisher in each Work Area in Equipment Room and One outside Work Area in Clean Room.

END OF SECTION - 01503

SECTION 01513 - TEMPORARY PRESSURE DIFFERENTIAL AND AIR CIRCULATION SYSTEM (ASBESTOS)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 MONITORING

- A. Continuously monitor and record the pressure differential between the Work Area and the area outside of the Work Area with a monitoring device incorporating a continuous recorder (e.g. strip chart).

1.3 SUBMITTALS

A. Before Start of Work:

1. Submit design of pressure differential system to the Owner's Representative for review.
2. Do not begin work until submittal is returned with the Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use.
3. Include in the submittal at a minimum:
 - a) Number of HEPA filtered fan units required and the calculations necessary to determine the number of machines;
 - b) Description of projected air flow within Work Area and methods required to provide adequate air flow in all portions of the work area;
 - c) Anticipated pressure differential across Work Area enclosures;
 - d) Description of methods of testing for correct air flow and pressure differentials;
 - e) Manufacturer's product data on the HEPA filtered fan units to be used;
 - f) Location of the machines in the Work Area;
 - g) Method of supplying adequate power to the machines and designation of building electrical panel(s) which will be supplying the power;
 - h) Description of work practices to insure that airborne fibers travel away from workers;
 - i) Manufacturer's product data on equipment used to monitor pressure differential between inside and outside of Work Area; and
 - j) MSDS's on all substances to be used.

B. On a daily basis:

1. Submit printout from pressure differential monitoring equipment.
2. Mark printout with date and start of time for each day.
3. Use printout paper that indicates elapsed time in intervals no greater than hours. Indicate on each days printout, time of starting and stopping abatement work, type of work in progress, breaks for lunch or other purposes, periods of stop work, and filter changes.
4. Cut printout into segments by day, attach to 8 1/2" by 11" paper.
5. Label with project name, contractors name and date.

1.4 QUALITY ASSURANCE:

- A. Monitor pressure differential at Personnel and Equipment Decontamination Units with a differential pressure meter equipped with a continuous recorder. Meter shall be equipped with a warning buzzer which will sound if pressure differential drops below 0.02" of water.

PART 2 - PRODUCTS

2.1 HEPA FILTERED FAN UNITS:

A. General:

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

B. Cabinet:

1. Constructed of durable materials able to withstand damage from rough handling and transportation. Where necessary, the width of the cabinet should be less than 30 inches to fit through standard-size doorways.
2. Provide units whose cabinets are:
 - a) Factory-sealed to prevent asbestos-containing dust from being released during use, transport, or maintenance;
 - b) Arranged to provide access to and replacement of all air filters from intake end; and
 - c) Mounted on casters or wheels.

C. Fans:

1. Rate capacity of fan according to usable air-moving capacity under actual operating conditions.

D. HEPA Filters:

1. Provide units whose final filter is the HEPA type with the filter media (folded into closely pleated panels) completely sealed on all edges with a structurally rigid frame.
2. Provide units with a continuous rubber gasket located between the filter and the filter housing to form a tight seal.
3. Provide HEPA filters that are individually tested and certified by the manufacturer to have an efficiency of not less than 99.97 percent when challenged with 0.3 um dioctylphthalate (DOP) particles when tested in accordance with Military Standard Number 282 and Army Instruction Manual 136-300-175A. Provide filters that bear a UL586 label to indicate ability to perform under specified conditions.
4. Provide filters that are marked with: the name of the manufacturer, serial number, air flow rating, efficiency and resistance, and the direction of test air flow.
5. Prefilters, which protect the final filter by removing the larger particles, are required to prolong the operating life of the HEPA filter. Two stages of prefiltration are required. Provide units with the following prefilters:

- a) First-stage prefilter: low-efficiency type (e.g., for particles 100 um and larger); and
- b) Second-stage (or intermediate) filter: medium efficiency (e.g., effective for particles down to 5 um)
- c) Provide units with prefilters and intermediate filters installed either on or in the intake grid of the unit and held in place with special housings or clamps.

E. Instrumentation:

- 1. Provide units equipped with:
- 2. Magnehelic gauge or manometer to measure the pressure drop across filters and indicate when filters have become loaded and need to be changed;
- 3. A table indicating the usable air-handling capacity for various static pressure readings on the Magnehelic gauge affixed near the gauge for reference, or the Magnehelic reading indicating at what point the filters should be changed, noting Cubic Feet per Minute (CFM) air delivery at that point; and

- a) Elapsed time meter to show the total accumulated hours of operation.
- F. Safety and Warning Devices: Provide units with the following safety and warning devices:
- a) Electrical (or mechanical) lockout to prevent fan from operating without a HEPA filter;
 - b) Automatic shutdown system to stop fan in the event of a rupture in the HEPA filter or blocked air discharge;
 - c) Warning lights to indicate normal operation (green), too high a pressure drop across the filters (i.e., filter overloading) (yellow), and too low of a pressure drop (i.e., rupture in HEPA filter or obstructed discharge) (red); and
 - d) Audible alarm if unit shuts down due to operation of safety systems.

G. Electrical components:

- 1. Provide units with electrical components approved by the National Electrical Manufacturers Association (NEMA) and Underwriter's Laboratories (UL). Each unit is to be equipped with overload protection sized for the equipment. The motor, fan, fan housing, and cabinet are to be grounded.

PART 3 - EXECUTION

3.1 PRESSURE DIFFERENTIAL ISOLATION

- A. Isolate the Work Area from all adjacent areas or systems of the building with a Pressure Differential that will cause a movement of air from outside to inside at any breach in the physical isolation of the Work Area.

B. Relative Pressure in Work Area:

- 1. Continuously maintain the work area at an air pressure that is lower than that in any surrounding space in the building, or at any location in the immediate proximity outside of the building envelope. This pressure differential when measured across any physical or critical barrier must equal or exceed a static pressure of 0.04 inches of water.
- 2. Accomplish the pressure differential by exhausting a sufficient number of HEPA filtered fan units from the work area. The number of units required will depend on machine characteristics, the seal at barriers, and required air circulation. The number of units will increase with increased make-up air or leaks into the Work

Area. Determine the number of units required for pressure isolation by the following procedure:

- a) Establish required air circulation in the work area, personnel and equipment decontamination units;
- b) Establish isolation by increased pressure in adjacent areas or as part of seals where required; and
- c) Exhaust a sufficient number of units from the work area to develop the required pressure differential.
- d) The required number of units is the number determined above plus one additional unit.

3. Vent HEPA filtered fan units to outside of building unless authorized in writing by Owner's Representative.

- a) Mount units to exhaust directly or through disposable ductwork.
- b) Use only new ductwork except for sheet metal connections and elbows.
- c) Use ductwork and fittings of same diameter or larger than discharge connection on fan unit.
- d) Use inflatable, disposable plastic ductwork in lengths not greater than 100 feet.
- e) Use spiral wire-reinforced flex duct in lengths not greater than 50 feet.
- f) Arrange exhaust as required to inflate duct to a rigidity sufficient to prevent flapping.
- g) If direction of discharge from fan unit is not aligned with duct use sheet metal elbow to change direction. Use six feet of spiral wire reinforced flex duct after direction change.

3.2 AUXILIARY GENERATOR

- A. Provide auxiliary diesel or gasoline-powered generator located outside of the building in a location protected from the weather.
- B. Arrange so that if a power failure occurs the generator automatically starts and supplies power to all of the HEPA filtered fan units and temporary lighting in operation.

3.3 AIR CIRCULATION IN THE WORK AREA:

- A. Air Circulation: For purposes of this section air circulation refers to either the introduction of outside air to the Work Area or the circulation and cleaning of air within the Work Area.
- B. Air circulation in the Work Area is a minimum requirement intended to help maintain airborne fiber counts at a level that does not significantly challenge the work area isolation measures. The Contractor may also use this air circulation as part of the engineering controls in his worker protection program.
 1. Determining the Air Circulation Requirements: Provide a fully operational air circulation system supplying a minimum of 4 air changes per hour.
 2. Determine Number of Units needed to achieve required air circulation according to the following procedure:
 - a) Determine the volume in cubic feet of the work area by multiplying floor area by ceiling height.
 - b) Determine total air circulation requirement in cubic feet per minute (CFM) for the work area by dividing this volume by the air change rate and multiplying by 60.

- c) Air Circulation Required in Cubic Feet of Air per Minute (CFM) is determined by:

$$\frac{\{\text{Volume of work area (cu. ft.)\} \times \{\text{Number of air changes per hour}\}}{\text{(minutes per hour)}}$$

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

Number of Units Needed is determined by the followed equation:

$$\frac{\text{Air circulation Requirement(CFM)}}{\text{Capacity of Unit with Loaded Filters (CFM)}}$$

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

3.4 EXHAUST SYSTEM:

- A. Pressure differential isolation and air circulation in the Work Area are to be accomplished by an exhaust system as described below.
1. Exhaust all units from the Work Area to meet air circulation requirement of this section.
 2. Location of HEPA Filtered Fan Units: Locate fan unit(s) so that makeup air enters work area primarily through decontamination facilities and traverses Work Area as much as possible. This may be accomplished by positioning the HEPA filtered fan unit(s) at a maximum distance from the worker access opening or other makeup air sources.
 3. Place End of Unit an intake duct or its exhaust duct through an opening in the plastic barrier or wall covering. Seal plastic around the unit or duct with tape.
 4. Vent to Outside of Building, unless authorized in writing by the Owner's Representative.
 5. Decontamination Units: Arrange Work Area and decontamination units so that the majority of make up air comes through the Decontamination Units. Use only personnel or equipment Decontamination Unit at any time and seal the other so that make up air passes through unit in use.
 6. Supplemental Makeup Air Inlets:
 - a) Provide where required for proper air flow through the Work Area in location approved by the Owner's Representative by making openings in the plastic sheeting that allow air from outside the building into the Work Area.
 - b) Locate auxiliary makeup air inlets as far as possible from the fan unit(s) (e.g., on an opposite wall), off the floor (preferably near the ceiling), and away from barriers that separate the Work Area from occupied clean areas.
 - c) Cover with flaps to reseal automatically if the pressure differential system should shut down for any reason.
 - d) Spray flap and around opening with spray adhesive so that if flap closes meeting surfaces are both covered with adhesive. Use adhesive that forms contact bond when dry.

3.5 AIR CIRCULATION IN DECONTAMINATION UNITS:

- A. Pressure Differential Isolation: Continuously maintain the pressure differential required for the work area in the:
 - 1. Personnel Decontamination Unit: across the Shower Room with the Equipment Room at a lower pressure than the Clean room.
 - 2. Equipment Decontamination Unit: across the Holding Room with the Wash Room at a lower pressure than the Clean Room.
- B. Air Circulation: Continuously maintain air circulation in Decontamination Units at same level as required for Work Area.
- C. Air Movement:
 - 1. Arrange air circulation through the Personnel Decontamination Unit so that it produces a movement of air from the Clean Room through the Shower Room into the Equipment Room.
 - 2. Maintain continuous minimum velocities of Sixty (60) feet per minute in the breathing zone area of the shower and thirty (30) feet per minute in all other locations of the shower.

3.6 USE OF THE PRESSURE DIFFERENTIAL AND AIR CIRCULATION SYSTEM:

- A. General: Each unit shall be serviced by a dedicated minimum 115V-20A circuit with ground fault circuit interrupter (GFCI) supplied from temporary power supply. Do not use existing branch circuits to power fan units.
- B. Testing the System: Test pressure differential system before any asbestos-containing material is wetted or removed. After the Work Area has been prepared, the decontamination facility set up, and the fan unit(s) installed, start the unit(s) (one at a time). Demonstrate operation and testing of pressure differential system to Owner's Representative.
 - 1. Demonstrate Condition of Equipment for each HEPA filtered fan unit and pressure differential monitoring equipment including proper operation of the following:
 - a) Squareness of HEPA filter;
 - b) Condition of seals;
 - c) Proper operation of all lights;
 - d) Proper operation of automatic shut down if exhaust is blocked;
 - e) Proper operation of alarms;
 - f) Proper operation of magnehelic gauge; and
 - g) Proper operation and calibration on pressure monitoring equipment.
 - 2. Demonstrate Operation of the pressure differential system to the Owner's Representative will include, but not be limited to, the following:
 - a) Plastic barriers and sheeting move lightly in toward Work Area;
 - b) Curtain of decontamination units move lightly in toward Work Area;
 - c) Noticeable movement of air through the Decontamination Unit;
 - d) Use smoke tube to demonstrate air movement from Clean Room through Shower Room to Equipment Room;

- e) Use smoke tubes to demonstrate a definite motion of air across all areas in which work is to be performed; and
 - f) Use a differential pressure meter or manometer to demonstrate the required pressure differential at every barrier separating the Work Area from the balance of the building, equipment, ductwork or outside.
3. Modify the Pressure Differential System as necessary to demonstrate successfully the above.

C. Use of System During Abatement Operations:

1. Start fan units before beginning work (before any asbestos-containing material is disturbed). After abatement work has begun, run units continuously to maintain a constant pressure differential and air circulation until decontamination of the work area is complete. Do not turn off units at the end of the work shift or when abatement operations temporarily stop.
2. Do not shut down air pressure differential system during encapsulating procedures, unless authorized by the Owner's Representative in writing. Supply sufficient pre-filters to allow frequent changes.
3. Start abatement work at a location farthest from the fan units and proceed toward them. If an electric power failure occurs, immediately stop all abatement work, seal off all containment openings, and do not resume abatement until power is restored and fan units are operating again.
4. At completion of abatement work, allow fan units to run as specified under section 01711, to remove airborne fibers that may have been generated during abatement work and cleanup and to purge the Work Area with clean makeup air. The units may be required to run for a longer time after decontamination, if dry or only partially wetted asbestos material was encountered during any abatement work.

D. Dismantling the System:

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

END OF SECTION - 01513

SECTION 01526 - TEMPORARY ENCLOSURES (ASBESTOS)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 SUBMITTALS:

- A. Before Start of Work submit the following to the Owner's Representative for review. Do not begin work until these submittals are returned with the Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use.

- 1. Strippable Coatings: Submit the following:

- a) Product description including major components and solvents;
- b) Test report on ASTM E84 test of surface burning characteristics;
- c) Manufacturer's installation instructions. Indicate portions applicable to the project and selected assemblies where the manufacturer offers alternatives and
- d) Material Safety Data Sheet: Submit the Material Safety Data Sheet, or equivalent, in accordance with the OSHA Hazard Communication Standard (29 CFR 1910.1200) for strippable coating material proposed for use on the work. Include a separate attachment for each sheet indicating the specific worker protective equipment proposed for use with the material indicated.

- 2. Spray Adhesive: Submit following:

- a) Product description including major components and solvents;
- b) Manufacturer's installation instructions. Indicate portions applicable to the project; and
- c) Material Safety Data Sheet: Submit the Material Safety Data Sheet, or equivalent, in accordance with the OSHA Hazard Communication Standard (29 CFR 1910.1200) for spray cement material proposed for use on the work. Include a separate attachment for each sheet indicating the specific worker protective equipment proposed for use with the material indicated.

- 3. Sheet Plastic: For fire retardant plastic submit test reports on NFPA 701 test.

- 4. Signs: Submit samples of signs to be used.

PART 2 - PRODUCTS

2.1 SHEET PLASTIC:

- A. Polyethylene Sheet: A single polyethylene film in the largest sheet size possible to minimize seams, 4.0 or 6.0 mil thick as indicated, clear, frosted, or black as indicated.
- B. Reinforced Polyethylene Sheet: Where plastic sheet constitutes the only barrier between the work area and the building exterior, provide translucent, nylon reinforced or woven polyethylene, laminated, flame resistant, polyethylene film that conforms to requirements set forth by the National Fire Protection Association Standard 701, Small Scale Fire Test for Flame-resistant Textiles and Films. Provide largest size possible to minimize seams, 4.0 or 6.0 mil thick as indicated, frosted or black as indicated.

2.2 MISCELLANEOUS MATERIALS:

- A. Duct Tape: Provide duct tape in 2" or 3" widths as indicated, with an adhesive which is formulated to stick aggressively to sheet polyethylene.
- B. Spray Cement: Provide spray adhesive in aerosol cans which is specifically formulated to stick tenaciously to sheet polyethylene.

PART 3 - EXECUTION

3.1 SEQUENCE OF WORK:

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

3.2 GENERAL:

- A. Work Area: the location where asbestos-abatement work occurs. It is a variable of the extent of work of the Contract. It may be a portion of a room, a single room, or a complex of rooms. A "Work Area" is considered contaminated during the work, and must be isolated from the balance of the building, and decontaminated at the completion of the asbestos-control work.
 - 1. Completely isolate the Work Area from other parts of the building so as to prevent asbestos-containing dust or debris from passing beyond the isolated area. Should the area beyond the Work Area(s) become contaminated with asbestos-containing dust or debris as a consequence of the work, clean those areas in accordance with the procedures indicated in Section 01711. Perform all such required cleaning or decontamination at no additional cost to owner.
 - 2. Place all tools, scaffolding, staging, etc. necessary for the work in the area to be isolated prior to completion of Work Area isolation.
 - 3. Remove all removable furniture that has been designated uncontaminated by the Contract Documents or Owner's Representative. Also remove uncontaminated equipment, and/or supplies from the Work Area before commencing work, or completely cover with two (2) layers of polyethylene sheeting, at least 6 mil in thickness, securely taped in place with duct tape. Such furniture and equipment

shall be considered outside the work area unless covering plastic or seal is breached.

4. Disable ventilating systems or any other system bringing air into or out of the Work Area. Disable system by disconnecting wires, removing circuit breakers, by lockable switch or other positive means that will prevent accidental premature restarting of equipment.
5. Lockout power to Work Area by switching off all breakers serving power or lighting circuits in work area. Label breakers with tape over breaker with notation "DANGER circuit being worked on". Lock panel and have all keys under control of Contractor's Superintendent of Owner's designated Representative.
6. Lockout power to circuits running through work area wherever possible by switching off all breakers or removing fuses serving these circuits. Label breakers with tape over breaker with notation "DANGER circuit being worked on". Lock panel and have all keys under control of contractor's superintendent or owner's designated representative. If circuits cannot be shut down for any reason, label at intervals 4'-0" on center with tags reading, "DANGER live electric circuit. Electrocutation hazard." Label circuits in hidden locations but which may be affected by the work in a similar manner.

B. Inspection Windows:

1. Install inspection windows in locations shown on the plans or as directed by the Owner's Representative. Each inspection window is to have a 24" X 24" viewing area fabricated from 1/4" acrylic or polycarbonate sheet.
2. Install window with top at 6'-6" above floor height in a manner that provides unobstructed vision from outside to inside of the Work Area.
3. Protect window from damage from scratching, dirt or any coatings used during the work. A sufficient number of windows are to be installed to provide observation of all portions of the Work Area that can be made visible from adjacent areas. Inspection windows that open into uncontrolled area are to be covered with a removable plywood hatch secured by lock and key.
4. Provide keys to Owner's Representative for all such locks.

3.3 EMERGENCY EXITS:

A. Provide emergency exits and emergency lighting as set forth below. Emergency Exits: At each existing exit door from the Work Area provide the following means for emergency exiting:

1. Arrange exit door so that it is secure from outside the Work area but permits exiting from the Work Area;
2. Mark outline of door on Primary and Critical Barriers with luminescent paint at least 1" wide. Hang a razor knife on a string beside outline. Arrange Critical and Primary barriers so that they can be easily cut with one pass of razor knife. Paint words "EMERGENCY EXIT" inside outline with luminescent paint in letters at least one foot high and 2" thick;
3. Provide lighted EXIT sign at each exit; and
4. Provide battery-operated emergency lighting that switches on automatically in the event of a power failure.

3.4 CONTROL ACCESS:

- A. Isolate the Work Area to prevent entry by building occupants into Work Area or surrounding controlled areas. Accomplish isolation by the following:
- B. Submit to Owner's Representative a list of doors and other openings that must be secured to isolate Work Area. Include on list notation if door or opening is in an indicated exit route.
- C. After receiving written authorization from the Owner's Representative lock all doors into Work Area, or, if doors cannot be locked, chain shut. Cover any signs that direct emergency exiting, either outside or inside of Work Area, to locked doors. Do not obstruct doors required for emergency exits from Work Area or from building.
- D. After receiving written authorization from the Owner's Representative: construct partitions or closures across any opening into Work Area.
 - Fabricate partitions from 2 X 4 wood studs with 1/2" plywood on both faces. Brace at 4'-0" on center.
- E. Visual Barrier: Where the Work Area is immediately adjacent to or within view of occupied areas, provide a visual barrier of opaque polyethylene sheeting at least 6 mil in thickness so that the work procedures are not visible to building occupants. Where this visual barrier would block natural light, substitute frosted or woven rip-stop sheet plastic in locations approved by the Owner's Representative.
- F. Immediately inside door and outside critical barriers post an approximately 24 inch by 36 inch manufactured danger sign displaying the following legend with letter sizes and styles of a visibility required by 29 CFR 1926.1101. Provide spacing between respective lines at least equal to the height of the respective upper line.

LEGEND

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

3.5 ALTERNATE METHODS OF ENCLOSURE:

- A. Alternate methods of containing the Work Area may be submitted to the Owner's Representative for approval in accordance with procedures set forth in Section 01632 Product Substitution. Do not proceed with any such method(s) without prior written approval of the Owner's Representative.

3.6 RESPIRATORY AND WORKER PROTECTION:

- A. Before proceeding beyond this point in providing Temporary Enclosures:
 1. Provide Worker Protection per Section 01560
 2. Provide Respiratory Protection per Section 01562
 3. Provide Personnel Decontamination Unit per Section 01563

3.7 CRITICAL BARRIERS:

- A. Completely Separate the Work Area from other portions of the building, and the outside by closing all openings with sheet plastic barriers at least 6 mil in thickness, or by sealing cracks leading out of Work Area with duct tape.
- B. Individually seal all ventilation openings (supply and exhaust), lighting fixtures, clocks, doorways, windows, convectors and speakers, and other openings into the Work Area with duct tape alone or with polyethylene sheeting at least 6 mil in thickness, taped securely in place with duct tape. Maintain seal until all work including Project Decontamination is completed. Take care in sealing of lighting fixtures to avoid melting or burning of sheeting.
- C. Provide Sheet Plastic barriers at least 6 mil in thickness as required to seal openings completely from the Work Area into adjacent areas. Seal the perimeter of all sheet plastic barriers with duct tape or spray cement.
- D. Mechanically Support sheet plastic independently of duct tape or spray cement seals so that seals do not support the weight of the plastic. Following are acceptable methods of supporting sheet plastic barriers. Alternative support methods may be used if approved in writing by the Owner's Representative.
 - 1. Plywood squares 6" x 6" x 3/8" held in place with one 6d smooth masonry nail or electro-galvanized common nail driven through center of the plywood and duct tape on plastic so that plywood clamps plastic to the wall. Locate plywood squares at each end, corner and at maximum 4 feet on centers.
 - 2. Nylon or polypropylene rope or wire with a maximum unsupported span of 10 feet, minimum 1/4" in diameter suspended between supports securely fastened on either side of opening at maximum 1 foot below ceiling. Tighten rope so that it has 2" maximum dip. Drape plastic over rope from outside Work Area so that a two foot long flap of plastic extends over rope into Work Area. Staple or wire plastic to itself 1" below rope at maximum 6" on centers to form a sheath over rope. Lift flap and seal to ceiling with duct tape or spray cement. Seal loop at bottom of flap with duct tape. Erect entire assembly so that it hangs vertically without a "shelf" upon which debris could collect.
- E. Provide Pressure Differential System per Section 01513.
- F. Clean housings and ducts of all overspray materials prior to erection of any Critical Barrier that will restrict access.

3.8 PREPARE AREA:

- A. Scaffolding: If fixed scaffolding is to be used to provide access HEPA vacuum and wet clean area prior to scaffolding installation.
- B. Remove all electrical and mechanical items, such as lighting fixtures, clocks, diffusers, registers, escutcheon plates, etc. which cover any part of the surface to be worked on with the work.
- C. Remove all general construction items such as cabinets, casework, door and window trim, moldings, ceilings, trim, etc., which cover the surface of the work as required to prevent interference with the work. Clean, decontaminate and reinstall all such materials, upon completion of all removal work with materials, finishes, and workmanship to match existing installations before start of work.

- D. Clean all contaminated furniture, equipment, and or supplies with a HEPA filtered vacuum cleaner or by wet cleaning, as specified in Section 01712 Cleaning and Decontamination Procedures, prior to being moved or covered. All equipment, furniture, etc. is to be deemed contaminated unless specifically declared as uncontaminated on the drawings or in writing by the Owner's Representative.
- E. Clean All Surfaces In Work Area with a HEPA filtered vacuum or by wet wiping prior to the installation of primary barrier.

3.9 PRIMARY BARRIER:

- A. Protect building and other surfaces in the Work Area from damage from water and high humidity or from contamination from asbestos-containing debris, slurry or high airborne fiber levels by covering with a primary barrier as described below.
- B. Sheet Plastic: Protect surfaces in the Work Area with two (2) layers of plastic sheeting on floor and walls, or as otherwise directed on the Contract Drawings or in writing by the Owner's Representative. Perform work in the following sequence.
 - 1. Cover Floor of Work Area with 2 individual layers of clear polyethylene sheeting, each at least 6 mil in thickness, turned up walls at least 12 inches. Form a sharp right angle bend at junction of floor and wall so that there is no radius which could be stepped on causing the wall attachment to be pulled loose. Both spray-glue and duct tape all seams in floor covering. Locate seams in top layer six feet from, or at right angles to, seams in bottom layer. Install sheeting so that top layer can be removed independently of bottom layer.
 - 2. Cover all walls in Work Area including "Critical Barrier" sheet plastic barriers with one layer of polyethylene sheeting, at least 6 mil in thickness, mechanically supported and sealed with duct tape or spray-glue in the same manner as "Critical Barrier" sheet plastic barriers. Tape all joints including the joining with the floor covering with duct tape or as otherwise indicated on the Contract Documents or in writing by the Owner's Representative.
 - 3. Stairs and Ramps: Do not cover stairs or ramps with unsecured sheet plastic. Where stairs or ramps are covered with plastic, provide 3/4" exterior grade plywood treads securely held in place, over plastic. Do not cover rungs or rails with any type of protective materials.
 - 4. Repair of Damaged Polyethylene Sheeting: Remove and replace plastic sheeting which has been damaged by removal operations or where seal has failed allowing water to seep between layers. Remove affected sheeting and wipe down entire area. Install new sheet plastic only when area is completely dry.

3.10 ISOLATION AREA:

- A. Maintain isolation areas between the Work Area and adjacent building area:
 - 1. In locations shown on the plans.
 - 2. In unoccupied rooms located between Work Area and adjacent occupied portions of the building.
 - 3. In locations where separation between Work Area and occupied portions of building is formed by sheet plastic and/or temporary barriers.
 - 4. Floor below Work Area.

B. Form isolation area by controlling access to the space in the same manner as a Work Area. Physically isolate the space from the Work Area and adjacent areas. Accomplish physical isolation by:

1. Installing critical barriers in unoccupied space.
2. Erecting a second Critical Barrier a minimum of 3'-0" away from Work Area.

3.11 STOP WORK:

A. If the Critical or Primary barrier falls or is breached in any manner stop work immediately. Do not start work until authorized in writing by the Owner's Representative.

3.12 EXTENSION OF WORK AREA:

A. Extension of Work Area: If the Critical Barrier is breached in any manner that could allow the passage of asbestos debris or airborne fibers, then add affected area to the Work Area, enclose it as required by this Section of the specification and decontaminate it as described in Section 01711 Project Decontamination.

3.13 SECONDARY BARRIER:

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

END OF SECTION - 01526

SECTION 01527 - REGULATED AREAS (ASBESTOS)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 RELATED WORK SPECIFIED ELSEWHERE:

- A. Required supervision and OSHA Competent Person: is specified in Section 01043
- B. Worker Protection - Asbestos Abatement: is specified in Section 01560.
- C. Respiratory Protection: is specified in Section 01562.
- D. Wet Decontamination Facilities: are described in Section 01563.

1.3 DESCRIPTION OF WORK:

- A. Work of this section consists of preparing a Regulated Area for work of the following specification sections only. Do not use procedures set forth in this section in connection with any other work.

1.4 SUBMITTALS:

- A. Before the Start of Work: Submit the following to the Owner's Representative for review. Begin no work until these submittals are returned with Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use or final-but-restricted use.
 - 1. HEPA Filtered Vacuum Cleaners: Submit product data.
 - 2. Signs: Submit samples of each type of sign to be used.
 - 3. Warning Tape: Submit samples.

PART 2 - EQUIPMENT:

2.1 HEPA Filter Vacuum Cleaners:

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering

Nilfisk of America Inc. HEPA Filtered
Great Valley Parkway Vacuums
Malvern, PA 19355

Clayton Associates, Inc. ACE Model HEPA Vacuum
Box 589
Southard Avenue
Farmingdale, NJ 07727

Hako Minuteman
South Route 53
Addison, IL 60101

Hako Minuteman HEPA Vacuums

Vactagon Pneumatic Systems, Inc.
Homestead Place
Bergenfield, NJ 07621

Vaculoader HEPA Vacuum

Pullman-Holt (White) Corporation
PO Box 277
Fultonville, New York 12072

HEPA Filtered Vacuums

2.2 Plastic Sheet:

- A. Plastic Sheet: A single polyethylene film in the largest sheet size possible to minimize seams, 4.0 or 6.0 mil thick as indicated, clear, frosted, or black as indicated.

PART 3 - EXECUTION

3.1 SECURING WORK AREA:

- A. Secure work area from access by occupants, staff or users of the building. Accomplish this where possible, by locking doors, windows, or other means of access to the area, or by constructing temporary wood stud and plywood barriers.

3.2 DEMARCATON OF REGULATED AREA:

- A. Demarcate each Regulated Area with a sheet plastic drop sheet as described below.
- B. Post warning signs that carry the following legends:
- C. Provide signs in both English and Spanish:
1. First Sign:
 - Provide warning signs at each locked door leading to the controlled area reading as follows:
 - Legend Notation

KEEP OUT	3 inch Block
----------	--------------
 2. Second Sign:
 - a) Immediately inside the locked door and outside the controlled area post an approximately 20 inch by 14 inch manufactured caution sign displaying the following legend with letter sizes and styles of a visibility required by 29 CFR 1926:
 - Legend:

DANGER

ASBESTOS

CANCER AND LUNG DISEASE HAZARD

RESPIRATORS AND PROTECTIVE CLOTHING ARE REQUIRED IN THIS AREA

- b) Where the controlled area is in a large area such as on part of a boiler room or open office area, delineate area with 3 inch wide polyethylene ribbon with the printed warning, "CAUTION ASBESTOS REMOVAL". Install this ribbon at between 3 and 4 feet above the floor.

3.3 SCHEDULING:

- A. Contractor's work hours are limited to 7:00 A.M. until 6:00 P.M., Monday through Friday. Contractor shall not work weekends unless approved by Owner. This does not apply to Contractor's 24-hour security and fire watch required during asbestos abatement operations.

3.4 GENERAL PROCEDURES:

- A. The following precautions and procedures have application to work of this section. Workers must exercise caution to avoid release of asbestos fibers into the air:
 1. Setup and management of the controlled area is to be under the supervision of a OSHA Competent Person as described in Section 01043 Project Coordination - Asbestos Abatement.
 2. Before start of work comply with requirement for worker protection in section 01561, and respiratory protection in section 01562.
 3. Do not allow eating, drinking, smoking, chewing tobacco or gum, or applying cosmetics in the Regulated Area.
 4. Shut down any air handling equipment bringing air into or out of the Regulated Area.
 5. Clean any existing dust or debris from the floor and walls, and other surface in the immediate location of the work prior to commencing work by damp-mopping or by use of a High Efficiency Particulate Air (HEPA) filtered vacuum.
 6. Cover floor in vicinity of Work Area and six (6) feet beyond, with 6 mil polyethylene drop sheet. Where work is adjacent to wall, extend drop sheet up wall and secure at ceiling with duct tape. This drop sheet demarcates the boundary of the Regulated Area.
 7. Seal all openings, supply and exhaust vents, and convectors within ten (10) feet of the Work Area with 6 mil polyethylene sheeting secured and completely sealed with duct tape.
 8. Perform the work per the appropriate specification section while on plastic drop sheet.
 9. Immediately remove any asbestos-containing debris which collects on the drop sheet either by using a HEPA vacuum or by spraying with amended water or removal encapsulant, collecting with wet paper towels, placing in a disposal bag while still wet, and cleaning surface of plastic sheet with wet paper towels.
- B. Complete the following at completion of work in an area before stepping off drop sheet:

1. While standing on plastic sheet thoroughly HEPA vacuum ladder and any tools used and pass to worker standing off sheet.
2. Worker standing off the sheet HEPA vacuum thoroughly the worker standing on the sheet.
3. Worker on the sheet thoroughly HEPA vacuum all surfaces of the plastic sheet, bags, and any other items on the sheet including his own feet.
4. If moving to the next Work Area in the same secured area: Worker on the drop sheet is to don clean foot covers, placing each foot, in turn, off the sheet as the foot cover is put on. Remove clean foot covers at the next Work Area while standing on the sheet. Dispose of the used foot covers along with the plastic sheet at completion of work in that area. Do not reuse foot covers to move off the sheet.
5. If work day is complete or if next Work Area is in another secured area: all workers remove paper suits turning them inside out while doing so. The person on the sheet step with each foot off the sheet as the foot covers are removed.
6. Fold sheet and all its contents toward the center.
7. Place the sheet in a properly labeled disposal bag.
8. Neck down the bag and collapse it with the HEPA vacuum.
9. Twist the bag shut, bend over and seal with duct tape by wrapping around bag neck at least 3 times.
10. Clean all surfaces of the Work Area by use of a HEPA filter vacuum until no visible residue remains.
11. At completion of work require all workers to complete wet decontamination procedures in accordance with Section 01560 Worker Protection.

END OF SECTION - 01527

SECTION 01561 - WORKER PROTECTION - ASBESTOS ABATEMENT (ASBESTOS)**PART 1 - GENERAL****1.1 RELATED DOCUMENTS:**

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

1.2 DESCRIPTION OF WORK:

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

1.3 RELATED WORK SPECIFIED ELSEWHERE:

- A. Respiratory Protection: is specified in Section 01562.

1.4 WORKER TRAINING:

- A. AHERA Accreditation: All workers are to be accredited as Abatement Workers as required by the AHERA regulation 40 CFR 763 Appendix C to Subpart E, April 30, 1987.
- B. Texas State License: All workers are to be trained, certified and licensed as required by the Texas Department of Health.
- C. Train, in accordance with 29 CFR 1926, all workers in the dangers inherent in handling asbestos and breathing asbestos dust and in proper work procedures and personal and area protective measures. Include but do not limit the topics covered in the course to the following:
 - 1. Methods of recognizing asbestos
 - 2. Health effects associated with asbestos
 - 3. Relationship between smoking and asbestos in producing lung cancer
 - 4. Nature of operations that could result in exposure to asbestos
 - 5. Importance of and instruction in the use of necessary protective controls, practices and procedures to minimize exposure including:
 - 6. Engineering controls
 - 7. Work Practices
 - 8. Respirators
 - 9. Housekeeping procedures
 - 10. Hygiene facilities
 - 11. Protective clothing
 - 12. Decontamination procedures
 - 13. Emergency procedures
 - 14. Waste disposal procedures
- D. Purpose, proper use, fitting, instructions, and limitations of respirators as required by 29 CFR 1910.134
 - 1. Appropriate work practices for the work
 - 2. Requirements of medical surveillance program
 - 3. Review of 29 CFR 1926
 - 4. Pressure Differential Systems

5. Work practices including hands on or on-job training
6. Personal Decontamination procedures
 - a) Air monitoring, personal and area

1.5 MEDICAL EXAMINATIONS:

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

1.6 SUBMITTALS:

- A. Before Start of Work: Submit the following to the Owner's Representative for review. Do not start work until these submittals are returned with Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use.
- B. AHERA Accreditation: Submit copies of certificates from an EPA-approved AHERA Abatement Workers course for each worker as evidence that each asbestos Abatement Worker is accredited as required by the AHERA Regulation 40 CFR 763 Appendix C to Subpart E, April 30, 1987.
- C. Texas State License: Submit copies of state licenses for each worker as issued by the Texas Department of Health.
- D. Certificate Worker Acknowledgment: Submit an original signed copy of the Certificate of Worker's Acknowledgment found at the end of this section, for each worker who is to be at the job site or enter the Work Area.
- E. Report from Medical Examination: conducted within last 12 months as part of compliance with OSHA medical surveillance requirements for each worker who is to enter the Work Area. Submit, at a minimum, for each worker the following:
 1. Name and Social Security Number
 2. Physicians Written Opinion from examining physician including at a minimum the following:
 - a) Whether worker has any detected medical conditions that would place the worker at an increased risk of material health impairment from exposure to asbestos.
 - b) Any recommended limitations on the worker or on the use of personal protective equipment such as respirators.
 - c) Statement that the worker has been informed by the physician of the results of the medical examination and of any medical conditions that may result from asbestos exposure.
 - d) Copy of information that was provided to physician in compliance with 29 CFR 1926
 - e) Statement that worker is able to wear and use the type of respiratory protection proposed for the project, and is able to work safely in an environment capable of producing heat stress in the worker.
 3. Notarized Certifications: Submit certification signed by an officer of the abatement contracting firm and notarized that exposure measurements, medical surveillance, and worker training records are being kept in conformance with 29 CFR 1926.

PART 2 - EQUIPMENT

2.1 PROTECTIVE CLOTHING:

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

2.2 ENVIRONMENTS DURING COLD WEATHER

A. Cold Weather Gear:

1. Provide each worker with an insulated jacket, pants, gloves, and hat.
2. Require that cold weather gear be removed in Equipment Room of Personnel Decontamination Unit.
3. Dispose of cold weather gear as asbestos waste at completion of all work.

B. Boots:

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

C. Hard Hats:

1. Provide head protectives (hard hats) as required by OSHA for all workers, and provide 4 spares for use by Owner's Representative, Project Administrator, and Owner.
2. Label hats with same warning labels as used on disposal bags.
3. Require hard hats to be worn at all times that work is in progress that may potentially cause head injury.
4. Provide hard hats of type with plastic strap type suspension.
5. Require hats to remain in the Work Area throughout the work.
6. Thoroughly clean, decontaminate and bag hats before removing them from Work Area at the end of the work.

D. Goggles:

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

E. Gloves:

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

2.3 ADDITIONAL PROTECTIVE EQUIPMENT:

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

PART 3 - EXECUTION

3.1 GENERAL:

- A. Provide worker protection as required by the most stringent OSHA and/or EPA standards applicable to the work. The following procedures are minimums to be adhered to regardless of fiber count in the Work Area.
- B. Each time Work Area is entered remove all street clothes in the Changing Room of the Personnel Decontamination Unit and put on new disposable coverall, new head cover, and a clean respirator. Proceed through shower room to equipment room and put on work boots.

3.2 DECONTAMINATION PROCEDURES:

- A. Require all workers to adhere to the following personal decontamination procedures whenever they leave the Work Area:
- B. Type C Supplied Air or Powered Air-Purifying Respirators: Require that all workers use the following decontamination procedure as a minimum requirement whenever leaving the Work Area:
- C. When exiting area, remove disposable coveralls, disposable head covers, and disposable footwear covers or boots in the equipment room.
- D. Still wearing respirators, proceed to showers. Showering is mandatory. Care must be taken to follow reasonable procedures in removing the respirator to avoid asbestos fibers while showering. The following procedure is required as a minimum:
 - 1. Thoroughly wet body including hair and face. If using a Powered Air-Purifying Respirator (PAPR) hold blower unit above head to keep canisters dry.
 - 2. With respirator still in place thoroughly wash body, hair, respirator face piece, and all parts of the respirator except the blower unit and battery pack on a PAPR. Pay particular attention to seal between face and respirator and under straps.
 - 3. Take a deep breath, hold it and/or exhale slowly, completely wet hair, face, and respirator. While still holding breath, remove respirator and hold it away from face before starting to breath.
 - 4. Carefully wash facepiece of respirator inside and out.
 - 5. If using PAPR: shut down in the following sequence, first cap inlets to filter cartridges, then turn off blower unit (this sequence will help keep debris which has collected on the inlet side of filter from dislodging and contaminating the outside of the unit). Thoroughly wash blower unit and hoses. Carefully wash battery pack with wet rag. Be extremely cautious of getting water in battery pack as this will short out and destroy battery.
 - 6. Shower completely with soap and water.
 - 7. Rinse thoroughly.
 - 8. Rinse shower room walls and floor prior to exit.
 - 9. Proceed from shower to Changing Room and change into street clothes or into new disposable work items.
- E. Remote Shower: The procedures above are to be used if the decontamination facility is used as a remote shower. If a worker cannot gain direct access to the Equipment Room

require that he enter Decontamination Unit and proceed directly through Shower Room to Equipment Room. Decontamination procedure is then completed as required above.

F. Within Work Area:

1. Require that workers NOT eat, drink, smoke, chew tobacco or gum, or apply cosmetics in the Work Area. To eat, chew, drink or smoke, workers shall follow the procedure described above, and then dress in street clothes before entering the non-Work Areas of the building.

3.3 CERTIFICATE OF WORKER'S ACKNOWLEDGMENT:

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

END OF SECTION - 01561

CERTIFICATE OF WORKER'S ACKNOWLEDGMENT

PROJECT NAME _____ DATE _____

PROJECT ADDRESS _____

CONTRACTOR'S NAME _____

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

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

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

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

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

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

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

Signature _____ Social Security No _____

Printed Name _____ Witness _____

SECTION 01562 - RESPIRATORY PROTECTION (ASBESTOS)

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK:

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

1.2 SUBMITTALS:

- A. Before Start of Work submit the following to the Owner's Representative for review.
 - 1. Product Data: Submit manufacturer's product information for each component used, including NIOSH and MSHA Certifications for each component in an assembly and/or for entire assembly.
 - 2. System Diagram: When a Type "C" supplied air respiratory system is required by the work, submit drawing showing assembly of components into a complete supplied air respiratory system. Include diagram showing location of compressor, filter banks, backup air supply tanks, hose line connections in Work Area(s), routing of air lines to Work Area(s) from compressor.
 - 3. Operating Instruction: Submit complete operating and maintenance instructions for all components and systems as a whole. Submittal is to be in bound manual form suitable for field use.
 - 4. Respiratory Protection Program: Submit Contractor's written respiratory protection program manual as required by OSHA 1926.1101.

1.3 AIR QUALITY FOR SUPPLIED AIR RESPIRATORY SYSTEMS:

- A. Provide air used for breathing in Type "C" supplied air respiratory systems that meets or exceeds standards set for C.G.A. type 1 (Gaseous Air) Grade H or CSA Z180.1 whichever presents the more stringent quality standard:
- B. Provide air used for breathing in Type "C" supplied air respiratory systems that meets or exceeds standards set for C.G.A. type 1 (Gaseous Air) Grade D.

PART 2 - EQUIPMENT

2.1 SUPPLIED AIR RESPIRATOR SYSTEMS:

- A. Provide equipment capable of producing air of the quality and volume required by the above reference standards applied to the job site conditions and crew size. Comply with provisions of this specification if more stringent than the governing standard.
 - 1. Face Piece and Hose: Provide full face piece and hose by same manufacturer that has been certified by NIOSH/MSHA as an approved Type "C" respirator assembly operating in pressure demand mode with a positive pressure face-piece.

2. Auxiliary backup system: In atmospheres which contain sufficient oxygen (greater than or equal to 19.5% oxygen) provide a pressure-demand full face piece supplied air respirator equipped with an emergency backup HEPA filter.
3. Backup air supply:
 - a) Provide a reservoir of compressed air located outside the Work Area which will automatically maintain a continuous uninterrupted source of air automatically available to each connected face piece and hose assembly in the event of compressor shut-down, contamination of air delivered by compressor, power loss or other failure.
 - b) Provide sufficient capacity in the back-up air supply to allow a minimum escape time of one-half hour times the number of connections available to the Work Area. Air requirement at each connection is the air requirement of the respirators in use plus the air requirement of an average-sized adult male engaged in moderately strenuous activity.
4. Warning device: Provide a warning device that will operate independently of the building's power supply. Locate so that alarm is clearly audible above the noise level produced by equipment and work procedures in use in all parts of the Work Area and at the compressor. Connect alarm to warn of:
 - a) Compressor shut down or other fault requiring use of backup air supply
 - b) Carbon Monoxide (CO) levels in excess of 5 PPM/V
5. Carbon Monoxide (CO) Monitor: Continuously monitor and record on a strip chart recorder Carbon Monoxide (CO) levels. Place monitors in the air line between compressor and back-up air supply and between backup air supply and workers. Connect monitors so that they also sound an alarm as specified under "Warning Devices".
6. Compressor Shut Down: Interconnect monitors, alarms and compressor so that compressor is automatically shut down and the alarms sounded if any of the following occur:
7. Carbon Monoxide (CO) concentrations exceed 5 PPM/v in the air line between the filter bank and backup air supply.
8. Compressor temperature exceeds normal operating range.
9. Compressor Motor - Provide a compressor driven by an electric motor. Do not use a gas or diesel engines to drive compressor. Insure that electrical supply available at the work site is adequate to energize motor.
10. Compressor Location: Locate compressor outside of building in location that will not impede access to the building, and that will not cause a nuisance by virtue of noise or fumes to occupied portions of the building.
11. Air Intake: Locate air intake remotely from any source of automobile exhaust or any exhaust from engines, motors, auxiliary generator or buildings.
12. After-Cooler: Provide an after-cooler at entry to filter system which is capable of reducing temperatures to outside ambient air temperatures.

PART 3 - EXECUTION

3.1 GENERAL:

- A. Respiratory Protection Program: Comply with ANSI Z88.2 - 1980 "Practices for Respiratory Protection" and OSHA 29 CFR 1910 and 1926.
- B. Respiratory protection will be used at all times that there is any possibility of disturbance of asbestos-containing materials whether intentional or accidental.

- C. Respirators shall be worn by anyone in a Work Area at all times, regardless of activity, during a period that starts with any operation which could cause airborne fibers until the area has been cleared for re-occupancy in accordance with Section 01714.
- D. Regardless of Airborne Fiber Levels: The minimum level of respiratory protection used shall be a powered air-purifying respirator (PAPR) with high efficiency filters.
- E. Do not allow the use of single-use, disposable, or quarter-face respirators for any purpose.

3.2 FIT TESTING:

- A. Initial Fitting:
 - 1. Provide initial fitting of respiratory protection during a respiratory protection course of training set up and administered by a Certified Industrial Hygienist.
 - 2. Fit types of respirator to be actually worn by each individual.
 - 3. Allow an individual to use only those respirators for which training and fit testing has been provided.
- B. On a Weekly Basis, check the fit of each worker's respirator by having irritant smoke blown onto the respirator from a smoke tube.
- C. Upon Each Wearing: Require that each time an air-purifying respirator is put on it be checked for fit with a positive and negative pressure fit test in accordance with the manufacturer's instructions or ANSI Z88.2 (1980).

3.3 TYPE OF RESPIRATORY PROTECTION REQUIRED:

- A. Provide Respiratory Protection as indicated in paragraph below.
- B. Powered air purifying - full face mask:
 - 1. Supply a sufficient quantity of high efficiency respirator filters approved for asbestos so that workers can change filters at any time that flow through the face piece decreases to the level at which the manufacturer recommends filter replacement.
 - 2. Require that regardless of flow, filter cartridges be protected from wetting during showering.
 - 3. Require entire exterior housing of respirator, including blower unit, filter cartridges, hoses, battery pack, face mask, belt, and cords, be washed each time a worker leaves the Work Area. Caution should be used to avoid shorting battery pack during washing.
 - 4. Provide an extra battery pack for each respirator so that one can be charging while one is in use.

END OF SECTION - 01562

SECTION 01563 - DECONTAMINATION UNITS (ASBESTOS)

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK:

- A. Provide separate Personnel and Equipment Decontamination facilities. Require that the Personnel Decontamination Unit be the only means of ingress and egress for the Work Area. Require that all materials exit the Work Area through the Equipment Decontamination Unit.

PART 2 - EXECUTION

2.1 PERSONNEL DECONTAMINATION UNIT:

- A. Provide a Personnel Decontamination Unit consisting of a serial arrangement of connected rooms or spaces, Changing Room, Drying Room, Shower Room, and Equipment Room. Require all persons without exception to pass through this Decontamination Unit for entry into and exiting from the Work Area for any purpose. Do not allow parallel routes for entry or exit. Do not remove equipment or materials through Personnel Decontamination Unit. Provide temporary lighting within Decontamination Units as necessary to reach a lighting level of 100 foot candles.
- B. Changing Room (clean room): Provide a room that is physically and visually separated from the rest of the building for the purpose of changing into protective clothing.
 - 1. Maintain floor of changing room dry and clean at all times. Do not allow overflow water from shower to wet floor in changing room.
 - 2. Damp wipe all surfaces twice after each shift change with a disinfectant solution.
 - 3. Provide posted information for all emergency phone numbers and procedures.

2.2 EQUIPMENT DECONTAMINATION UNIT:

- A. Provide an Equipment Decontamination Unit consisting of a serial arrangement of rooms, Clean Room, Holding Room, Wash Room for removal of equipment and material from Work Area. Do not allow personnel to enter or exit Work Area through Equipment Decontamination Unit.
- B. Arrange with airlocks between rooms as required below.

2.3 CONSTRUCTION OF THE DECONTAMINATION UNITS:

- A. Walls and Ceiling: Construct airtight walls and ceiling using polyethylene sheeting, at least 6 mil in thickness. Attach to existing building components or a temporary framework.
- B. Floors: Use 2 layers (minimum) of 6 mil polyethylene sheeting to cover floors in all areas of the Decontamination Units. Use only clear plastic to cover floors.
- C. Flap Doors: Fabricated from three (3) overlapping sheets with openings a minimum of three feet (3') wide. Configure so that sheeting overlaps adjacent surfaces. Weigh sheets at bottoms as required so that they quickly close after being released. Put arrows on sheets to indicate direction of overlap and/or travel. Provide a minimum of six feet (6') between entrance and exit of any room. Provide a minimum of three feet (3') between doors to airlocks.

- D. If the Decontamination area is located within an area containing friable asbestos on overhead ceilings, ducts, piping, etc., provide the area with a minimum 1/4 inch hardboard or 1/2 inch plywood "ceiling" with polyethylene sheeting, at least 6 mil in thickness covering the top of the "ceiling".
- E. Visual Barrier: Where the Decontamination area is immediately adjacent to and within view of occupied areas, provide a visual barrier of opaque polyethylene sheeting at least 6 mil in thickness so that worker privacy is maintained and work procedures are not visible to building occupants. Where the area adjacent to the Decontamination area is accessible to the public, construct a solid barrier on the public side of the sheeting to protect the sheeting. Construct barrier with wood or metal studs covered with minimum 1/4 inch thick hardboard or 1/2 inch plywood. Where the solid barrier is provided, sheeting need not be opaque.
- F. Alternate methods of providing Decontamination facilities may be submitted to the Owner's Representative for approval. Do not proceed with any such method(s) without written authorization of the Owner's Representative.

2.4 CLEANING OF DECONTAMINATION UNITS:

- A. Clean debris and residue from inside of Decontamination Units on a daily basis or as otherwise indicated on Contract Drawings. Damp wipe or hose down all surfaces after each shift change. Clean debris from shower pans on a daily basis.
- B. If the Changing Room of the Personnel Decontamination Unit becomes contaminated with asbestos-containing debris, abandon the entire Decontamination Unit and erect a new Decontamination Unit. Use the former Changing Room as an inner section of the new Equipment Room.

END OF SECTION - 01563

SECTION 01701 - PROJECT CLOSEOUT (ASBESTOS)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for project closeout, including but not limited to:
1. Inspection procedures.
 2. Project record document submittal.
 3. Submittal of warranties.
 4. Final cleaning.
- B. Closeout requirements for specific construction activities are included in the appropriate Sections in Divisions-2 through - 16.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
1. Advise Owner of pending insurance change over requirements.
 2. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
 3. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.
- B. Inspection Procedures:
1. On receipt of a request for inspection, the Owner's Representative will either proceed with inspection or advise the Contractor of unfilled requirements.
 2. The Owner's Representative will prepare the Certificate of Substantial Completion following inspection, or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
 3. The Owner's Representative will repeat inspection when requested and assured that the work has been substantially completed.
 4. Results of the completed inspection will form the basis of requirements for final acceptance.

1.4 FINAL ACCEPTANCE

- A. Preliminary Procedures: Before requesting final inspection for Certification of Final Acceptance complete the following. List exceptions in the request.
1. Submit an updated final statement, accounting for final additional changes to the Contract Sum.

2. Submit a certified copy of the Owner's Representative's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Owner's Representative.
3. Submit final meter readings for utilities, and similar data as of the date of Substantial Completion, or when the Owner took possession of and responsibility for corresponding elements of the Work.
4. Submit a final liquidated damages settlement statement.
5. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

B. Reinspection Procedure:

1. The Owner's Representative will reinspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Owner's Representative.
2. Upon completion of reinspection, the Owner's Representative will prepare a Certificate of Final Acceptance, or advise the Contractor of work that is incomplete or of obligations that have not been fulfilled but are required for Final Acceptance.
3. If necessary, reinspection will be repeated.

1.5 RECORD DOCUMENT SUBMITTALS

A. General:

1. Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Owner's Representative's reference during normal working hours.

B. Record Drawings:

1. Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings.
2. Mark the set to show the actual installation where the installation varies substantially from the work as originally shown.
3. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings.
4. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
5. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the work.
6. Mark new information that is important to the Owner, but was not shown on Contract Drawings or Shop Drawings.
7. Note related Change Order numbers where applicable.
8. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.

C. Record Specifications:

1. Maintain one complete copy of the Project Manual, including addenda, and one copy of other written construction documents such as Change Orders and modifications issued in printed form during construction.
2. Mark these documents to show substantial variations in actual work performed in comparison with the text of the Specifications and modifications.
3. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation.
4. Note related record drawing information and Product Data.
5. Upon completion of the work, submit record Specifications to the Owner's Representative for the Owner's records.

D. Miscellaneous Record Submittals:

1. Refer to other Specification Sections for requirements of miscellaneous record keeping and submittals in connection with actual performance of the work.
2. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference.
3. Submit to the Owner's Representative for the Owner's records.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General:

1. General cleaning during construction is required by the General Conditions and included in Section "Temporary Facilities".

B. Cleaning:

1. Employ experienced workers or professional cleaners for final cleaning.
2. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program.
3. Comply with manufacturer's instructions.
4. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion.
5. Remove labels that are not permanent labels.
6. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition. Leave concrete floors broom clean.
7. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
8. Clean the site, including landscape development areas, of rubbish, litter and foreign substances. Sweep paved areas broom clean; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.

- C. Removal of Protection: Remove temporary protection and facilities installed for protection of the work during construction.
- D. Compliance:
 - 1. Comply with regulations of authorities having jurisdiction and safety standards for cleaning.
 - 2. Do not burn waste materials.
 - 3. Do not bury debris or excess materials on the Owner's property.
 - 4. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.
 - 5. Where extra materials of value remaining after completion of associated Work have become the Owner's property, arrange for disposition of these materials as directed.

END OF SECTION 01701

SECTION 01711 - PROJECT DECONTAMINATION (ASBESTOS)

PART 1 - EXECUTION

1.1 GENERAL:

- A. Work of This Section includes the decontamination of air in the Work Area which has been, or may have been, contaminated by the elevated airborne asbestos fiber levels generated during abatement activities, or which may previously have had elevated fiber levels due to friable asbestos-containing materials in the space.
- B. Work of This Section includes the cleaning, and decontamination of all surfaces (ceiling, walls, floor) of the Work Area, and all furniture or equipment in the Work Area.

1.2 START OF WORK:

- A. Previous Work: During completion of the asbestos abatement work specified in other sections, the Secondary Barrier of polyethylene sheeting will have been removed and disposed of along with any gross debris generated by the asbestos abatement work.
- B. Start of Work: Work of this section begins with the cleaning of the Primary Barrier. At start of work the following will be in place:
 - 1. Primary Barrier: Two layers of polyethylene sheeting on floor and two layers on walls.
 - 2. Critical Barrier: An airtight barrier between the Work Area and other portions of the building or the outside.
 - 3. Critical Barrier Sheeting: Over lighting fixtures and clocks, ventilation openings, doorways, convectors, speakers and other openings.
 - 4. Decontamination Units: For personnel and equipment in operating condition.
- C. Pressure Differential System: In operation.

1.3 FIRST CLEANING:

- A. First Cleaning:
 - 1. Carry out a first cleaning of all surfaces of the work area including items of remaining sheeting, tools, scaffolding and/or staging by use of damp-cleaning and mopping, and/or a High Efficiency Particulate Air (HEPA) filtered vacuum.
 - 2. Do not perform dry dusting or dry sweeping.
 - 3. Use each surface of a cleaning cloth one time only and then dispose of as contaminated waste.
 - 4. Continue this cleaning until there is no visible debris from removed materials or residue on plastic sheeting or other surfaces.
 - 5. Remove All Filters in Air Handling System(s) and dispose of as asbestos-containing waste in accordance with requirements of Section 02084 Disposal of Asbestos-Containing Waste Material.
- B. SECOND CLEANING:
 - 1. Second Cleaning: Carry out a second cleaning of all surfaces in the work area in the same manner as the first cleaning.
 - 2. Encapsulation of substrate: Perform encapsulation of substrate from which asbestos-containing materials have been removed at this time. Maintain Pressure

Differential System in operation during encapsulation work. Perform work only after meeting the following requirements:

- a) Surfaces to be covered have met the requirements for a visual inspection in this section.
 - b) Airborne fiber counts in the Work Area are at or below 0.01 fibers per cubic centimeter as measured by phase contrast microscopy.
3. Removal of Primary Barriers:
 4. Immediately following the second cleaning of the Primary plastic, remove all Primary Barrier sheeting and Material Decontamination Unit, if there is one, leaving only:
 - a) Critical Barrier: Which forms the sole barrier between the Work Area and other portions of the building or the outside.
 - b) Critical Barrier Sheeting: Over lighting fixtures and clocks, ventilation openings, doorways, convectors, speakers, and other openings.
 - c) Decontamination Unit: For personnel, in operating condition.
 - d) Pressure Differential System: Maintain in continuous operation.

1.4 FINAL CLEANING:

- A. Final Cleaning: Carry out a final cleaning of all surfaces in the Work Area in the same manner as the previous cleaning.
- B. Encapsulation of substrate: Perform encapsulation of substrate or installation of spray-applied fireproofing before Removal of Work Area Isolation as specified below. Maintain Pressure Differential System in operation during encapsulation work.

1.5 VISUAL INSPECTION:

- A. After the work area is allowed to dry for 24 hours, a final visual inspection of the entire Work Area including: all surfaces, ceiling, walls, floor, decontamination unit, all plastic sheeting, seals over ventilation openings, doorways, windows, and other openings; will be performed. If any debris, residue, dust or other matter is found, repeat final cleaning and continue decontamination procedure from that point. When the area is visually clean, and if no residue, dust, or other materials are found, the visual inspection is complete.
- B. Lifts: Provide ladders, scaffolding, and lifts as required to provide access to all surfaces in the area to be subjected to visual inspection. Access is to allow touching of all surfaces.

1.6 FINAL AIR SAMPLING PCM:

- A. Phase Contrast Microscopy (PCM): After the Work Area is found to be visually clean, aggressive air clearance will take place. The air will be agitated by use of an electric-powered leaf blower. Maintain air disturbance with the use of box fans. Air samples will be collected and analyzed in accordance with the procedure for Phase Contrast Microscopy set forth in Section 01714 Work Area Clearance:
 1. If Release Criteria are not met, repeat Final Cleaning and continue decontamination procedure from that point.
 2. If Release Criteria are met, proceed to work of this Section on Removal of Work Area Isolation.

1.7 REMOVAL OF WORK AREA ISOLATION:

- A. After all requirements of this section and Section 01714 Work Area Clearance have been met:
1. Shut down and remove the Pressure Differential System. Seal HEPA filtered fan units, HEPA vacuums and similar equipment with 6 mil polyethylene sheet and duct tape to form a tight seal at intake end before being moved from Work Area.
 2. Remove Personnel Decontamination Unit.
 3. Remove the Critical Barriers separating the Work Area from the rest of the building. Remove any small quantities of residual material found upon removal of the plastic sheeting with wet wiping, HEPA filtered vacuum cleaners and local area protection. If significant quantities, as determined by the Owner's Representative, are found then the entire area affected shall be decontaminated as specified in Section 01711 Cleaning & Decontamination Procedures.
 4. Remove all equipment, materials, debris from the work site.
 5. Dispose of all asbestos-containing waste material as specified in Section 02084 Disposal of Asbestos Containing Waste Material.

END OF SECTION - 01711

SECTION 01712 - CLEANING AND DECONTAMINATION PROCEDURES (ASBESTOS)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 DESCRIPTION OF THE WORK:

- A. The work includes the removal of any asbestos-containing debris that has fallen from insulation, firestop, etc. The work includes:
 1. Removal and disposal of visible debris.
 2. HEPA vacuuming the floor located in the vicinity of the material.
 3. Proceed with one layer of 6 mil poly on the ground under glovebag operations.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 GENERAL:

- A. Complete the following before start of work of this section:
 1. 01527 - Regulated Areas
 2. 01562 - Respiratory Protection

3.2 WET CLEANING:

- A. Accomplish wet cleaning during decontamination with paper towels or disposable rags:
 1. Immerse paper towel or rag in container of water with surfactant, or diluted removal encapsulant;
 2. Wring out;
 3. Fold into quarters;
 4. Wipe surface once and refold to a fresh face of cloth. Proceed in this manner until all available faces of paper towel or rag have been used;
 5. Dispose of paper towel or rag,
 6. Do not place rag back in container to rinse out or for any other purpose. If a used towel or rag comes in contact with water, empty container and refill.
 7. Material adhered to a surface with removal encapsulant may require the application of additional removal encapsulant to facilitate cleaning.

3.3 REMOVAL OF ASBESTOS-CONTAINING DEBRIS

- A. Work of this Section is limited to the cleanup of a small quantity of amassed debris which has fallen from an architectural finish or thermal insulation on pipes and other thermal equipment.
- B. Remove asbestos-containing debris and decontaminate the area involved using the following sequence:

1. Shut down all ventilation into room.
2. Start HEPA vacuum before entering the area.
3. Use the HEPA vacuum to clean a path at least 6 feet wide from the entry point of the work area to the site of the fallen material.
4. Remove all small debris with the HEPA vacuum.
5. HEPA vacuum surfaces of all pieces too large to be removed by the suction of the HEPA vacuum.
6. Pick up such pieces and place in the bottom of a 6 mil polyethylene disposal bag conforming to the requirements of Section 02084 Disposal of Asbestos-Containing Waste Material. Place pieces in the bag without dropping and avoiding unnecessary disturbance and release of material.
7. Remove all remaining visible debris with HEPA vacuum.
8. HEPA vacuum an area 3 feet beyond the location in which any visible debris was found in two directions each at right angles to the other.
9. Place a 6 mil polyethylene drop cloth in accordance with Section 01527, Local Area Protection, immediately on top of the HEPA vacuumed area before performing any repair work on site from which fall-out occurred.
10. HEPA vacuum the site from which material fell removing all loose material which can be removed by the vacuums suction.
11. Repair or remove remaining material.
12. HEPA vacuum ladder and/or any tools used and pass out of the work area.

3.4 CLEANING AND DECONTAMINATING OBJECTS

- A. Perform all work of decontaminating objects wherever possible on a plastic drop sheet installed in conformance with Section 01527.
- B. HEPA vacuum all surfaces of object and immediate area before moving the object.
- C. Pick-up object, if possible, and HEPA vacuum all surfaces.
- D. Hand to off-sheet worker who will wet-clean object, if possible, and place in storage location.
- E. Decontaminate area where object was located by HEPA vacuuming twice, in two perpendicular directions. Wet clean if necessary to remove any debris.
- F. Return object to its original location.

END OF SECTION - 01712

SECTION 01714 - WORK AREA CLEARANCE (ASBESTOS)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division - 1 Specification Sections, apply to work of this section.
 - 1. Visual Inspection: required as a prerequisite of air testing, is set forth in Section 01711 Project Decontamination.
 - 2. Air Monitoring: performed by the Owner during abatement work.

1.2 CONTRACTOR RELEASE CRITERIA:

- A. The Asbestos Abatement Work Area is cleared when the Work Area is visually clean and airborne asbestos fiber concentrations have been reduced to the level specified below.

1.3 VISUAL INSPECTION:

- A. Work of this Section will not begin until the visual inspection described in Section 01711 Project Decontamination is complete and has been certified by the Project Administrator.

1.4 AIR MONITORING:

- A. To determine if the elevated airborne asbestos structure concentration encountered during abatement operations has been reduced to the specified level, the Owner will secure samples and analyze them according to the following procedures.
 - 1. PCM samples will be secured as indicated below.
 - 2. Work Area Clearance: final clearance samples will be taken using aggressive sampling technique as per Texas Department of Health Regulations. Upon meeting the PCM Clearance requirements the work of Section 01711 Project Decontamination can continue.

1.5 PHASE CONTRAST MICROSCOPY:

- A. In each homogeneous Work Area after completion of all cleaning work, a minimum of 5 samples will be taken and analyzed according to NIOSH METHOD 7400.
- B. Release Criteria: Decontamination of the work site is complete when every Work Area sample is at or below 0.01 fibers/cc. If these conditions are not met then the decontamination is incomplete and the cleaning procedures of Section 01712 shall be repeated.

1.6 LABORATORY TESTING:

- A. PHASE CONTRAST MICROSCOPY:

1. The services of a testing laboratory will be employed by the Owner to perform laboratory analysis of the air samples. A microscope and technician will be set up at the job site, so that verbal reports on air samples can be obtained immediately. A complete record, certified by the testing laboratory, of all air monitoring tests and results will be furnished to the Owner's Representative, the Owner and the Contractor.

END OF SECTION - 01714

SECTION 02072 - LEAD ABATEMENT PROCEDURES

PART 1 - GENERAL

1.1 GENERAL

- A. Contractors must be familiar with the contents of this document, included but not limited to the following:
 - 1. Worker Protection
 - 2. All types of Lead-Based Paint (LBP) Testing
 - 3. Acceptable and unacceptable abatement methods
 - 4. Measures for control and containment of lead dust and debris
 - 5. Disposal requirements
- B. In addition, the Contractor must be able to substantiate sufficient prior de-leading experience and/or education providing same with the foresight of the prevailing LBP abatement techniques and safety practices contained herein.
- C. Contractors should be experienced in guidelines for control and the handling of toxic and hazardous materials and protection of the environment and the health of all occupants and workers, as per applicable EPA, OSHA, and NIOSH regulations.

1.2 SCOPE

- A. This portion of the work covers the removal and legal disposal of various materials which contain lead-based paint (LBP) **as outlined in Section 01013.**
- B. The Contractor shall provide all labor, materials, equipment, services, testing, supervision, and incidentals necessary to perform work of lead-based paint abatement or removal of items bearing lead-based paint under this contract in accordance with the following specifications.
- C. The following methods shall be adhered to during the abatement activities. Any deviation from this list shall require Consultant's prior approval:
 - a) HEPA vacuum visible debris in vicinity of proposed containment area.
 - b) HEPA vacuum loose lead-based paint from exterior surface of all painted ceilings and walls. Wash down with a 5% trisodium phosphate solution and remove loose paint chips.
- D. APPLICABLE REGULATIONS, CODES AND STANDARDS
 - 1. The Contractor shall acknowledge that he is aware of and will maintain strict compliance with all regulations, codes, standards, and ordinances governing the performance of his work. Furthermore, the Contractor shall be responsible for any failure to comply with applicable documents.
 - 2. Applicable documents include but are not limited to the following:
 - a) OSHA 29 CFR 1926.62, Lead Exposure in Construction (Interim Final Rule);
 - b) OSHA 29 CFR 1910.1025, Lead, General Industry;

- c) OSHA 29 CFR 1910.1200, Hazard Communication;
 - d) OSHA 29 CFR 1910.134, Respiratory Protection;
 - e) OSHA 29 CFR 1910.145, Specifications for Accident Prevention Signs and Tags;
 - f) OSHA 29 CFR 1926.59, Hazard Communication;
 - g) US HUD, "Lead-Based Paint: Interim Guidelines for Hazard Identification and Abatement in Public and Indian Housing", September 1990;
 - h) Lead-Based paint Hazard Elimination; Interim Rule Title 24, Part 35, 905, 941, 965, and 968 of the Code of Federal Regulations; and
 - i) EPA 40 CFR 261, Resource Conservation and Recovery Act (RCRA.)
- 3. The most current issue of each document shall apply. Where conflict among requirements or with these specifications exists, the more strict or stringent requirement or interpretation shall apply.
 - 4. The Contractor shall provide at least one copy of any applicable EPA, OSHA, State or City regulation, code, or ordinance at the site available for review.
 - 5. Nothing is intended to relieve the Contractor of any responsibility for compliance with state or local laws, ordinances, codes or regulations governing lead-based abatement. Where state and local requirements are more stringent than the Federal regulations, those state and local requirements must be followed by the Contractor.

1.3 NOTICES AND SUBMITTALS

- A. Prior to commencing of the work, the Contractor shall provide to the Owner's Representative and OEHS:
 - a) The names and addresses of certified workers responsible for performing the lead paint abatement operations;
 - b) Assurance that the results of worker medical examinations for blood lead level tests are below OSHA guidelines;
 - c) Worker lead abatement training certificates;
 - d) Material Safety Data Sheets (MSDSs) for products and chemicals to be used for abatement or stored at the job site, so that wasted can be properly identified;
 - e) Name of testing laboratory to be used for analytical testing of waste materials generated as a result of this project;
 - f) The starting and completion dates of the abatement work; and
 - g) Detailed Work Plan documenting the techniques used to comply with these specifications and applicable regulations.
 - (1) Location and layout of decontamination areas;

- (2) Sequencing of the work activities;
 - (3) Interface of trades involved in the work;
 - (4) Work schedule including work shift time and number of employees;
 - (5) Methods to be used to assure the safety of workers and visitors to the site;
 - (6) Product name and description of equipment and products utilized for removal operations;
 - (7) Air monitoring sample analyses;
 - (8) Plan for decontamination and personal hygiene facilities for workers.
2. Before abatement operations may commence, the Contractor shall submit his Work Plan to the Owner's Representative for review and approval.
 3. During performance of the work, the Contractor shall provide to the Owner's Representative:
 - a) Results of OSHA compliance air sampling conducted on Contractor's employees.
 - b) Daily Log.

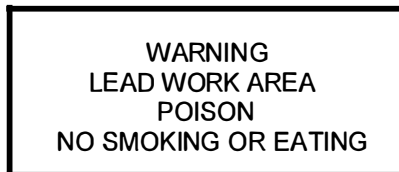
1.4 DAILY LOG

- A. The Contractor shall maintain a project log book which will, at a minimum, contain and conform to the following:
 1. Documentation of all notices and submittals
 2. Permits
 3. Medical records - proof of employee physicals
 4. Emergency notification data
 5. Respiratory fit test records for workers on the project.
 6. Training records for workers on the project.
 7. Sign-in log, filled out daily or as required:
 - a) Name
 - b) Time entered/exited
 - c) Affiliation and purpose
 - d) Date

- e) Description of activity performed
- f) Description of daily work performed
- g) Any damages to the structure
- h) Any accidents (including minor accidents)
- i) Results of any air samples collected by the Contractor
- j) Signature of the Contractor's on-site project superintendent.

1.5 SIGNAGE

- A. At least 24 hours before starting removal or handling of lead-painted components, the Contractor shall establish a regulated work area around the contaminated equipment and shall display a warning sign(s), as appropriate.



1.6 CONTROL OF ACCESS

- A. No one may enter or remain in a regulated work area at any time during a lead abatement procedure which involves the on-site removal of lead paint, unless that person is:
- 1. The Contractor engaged in lead abatement procedure and his employees.
 - 2. The Owner's Representative's Representative or a state or local enforcement official or his designee.

1.7 WORKER PROTECTION

- A. The Contractor shall insure that his employees are protected in accordance with all applicable federal, state and local standards. Regulatory exposure limits are outlined in TABLE 1:
- B. The following procedures and protocols shall apply to all LBP removal:
- 1. Prior to completion and submittal by the Contractor of the Exposure Assessment for this project and its approval by the Owner's Representative, exposure levels for workers shall be assumed by task, and interim protective measures shall be implemented. Personal air samples representative of a full shift including at least one sample for each job classification in each work area either for each shift or for the shift with the highest exposure level shall be collected and analyzed.
 - 2. Per TABLE 2, Interim Protective Measures Based on Work Activity Type, Lead Safety and Health Plan:

- a) Minimum respiratory protection for work assumed to result in interim exposure levels between 50 and 500 $\mu\text{g}/\text{m}^3$ is a half facepiece respirator with HEPA filters.
- b) Personal protective equipment provided by the Contractor shall include disposable clothing, e.g., TYVEK, for workers.
- c) Hygiene facilities including 2-chamber "clean" and "dirty" decontamination areas, showers, handwashing facilities, and lead-free eating facilities shall be provided.
- d) Waste water from showers and hand washing facilities shall be collected, filtered through a system capable of trapping particles 5 microns or larger, and disposed of into a local sanitary sewer system.
 - (1) It is the Contractor's responsibility to comply with any local wastewater systems' regulations regarding the disposal of wastewater from lead abatement activities.
 - (2) In the event contaminated water leaks from the work area, storage areas, trash receptacle, etc., the areas and surfaces coming in contact with the contaminated water shall be considered contaminated. Proper clean-up procedures shall commence at once.
 - (3) The Contractor is advised that discharges of lead into the water or in locations where it could be carried by rain water into storm sewers or bodies of water are strictly prohibited and shall be considered a violation of the Clean Water Act.
- e) Initial biological monitoring is required for interim work activities.
- f) Training of workers regarding Hazard Communication, use of respirators, and safety and health issues is required.
 - (1) After review and approval by the Owner's Representative of the Contractor's Exposure Assessment, worker protection measures shall be based on measured exposure levels and shall be per the Lead Safety and Health Plan and associated Lead Compliance Program.
- g) Respiratory protection of workers shall be per TABLE 3, Protective Measures Based on Measured Exposure, Lead Safety and Health Plan:
 - (1) All workers inside the work area shall wear the proper respirator for the lead dust level generated.
 - (2) Workers must be properly trained in the use, care, and maintenance of respirators. Contractor shall provide documentation for workers showing that all workers have been fit tested for respirator usage in accordance with Contractor's formal, written Respiratory Protection Program.
- h) Personal protective equipment of workers shall be per TABLE 3, Protective Measures Based on Measured Exposure, Lead Safety and Health Plan.

- (1) Workers will wear full body disposable suits with hoods and booties. A TYVEK or similar type of suit may be worn. Suits will be worn in the work area at all times after the pre-abatement inspection and shall remain in use until the area passes final clearance inspection. Light-weight nylon clothes may be worn under the disposable suit, but these underclothes must be changed before leaving the work area and should be laundered separately.
 - (2) Goggles with side shields will be worn when working with a material that may splash or fragment, or if protective eye wear is specified on the MSDS for that product.
 - (3) Additional respiratory protection by supplemental filters, such as organic vapor cartridges, may be needed when handling some coating products. The Contractor shall consult the MSDSs for the product(s) and shall obtain the proper filters as necessary.
- i) Decontamination and personal hygiene practices for workers shall be in accordance with applicable regulations and these specifications. Contractor shall provide "wet" decontamination enclosures for areas of LBP removal. At least one such enclosure shall be constructed on each floor. The Contractor may use the same decontamination enclosure for removal of asbestos and LBP.
 - j) Provide suitable Personnel Decontamination Unit consisting of a serial arrangement of connected rooms or spaces, with a minimum of a Changing Room, Shower Room, and Equipment Room. Require all persons without exception to pass through this decontamination unit for entry into and exiting from the work area for any purpose. Do not allow parallel routes for entry or exit. Provide temporary lighting within decontamination units as necessary to reach a lighting level of 100 foot candles.
 - k) Provide a completely water tight operational shower to be used for transit by cleanly dressed workers heading for the Work Area from the Changing Room, or for showering by workers headed out of the work area after undressing in the equipment room.
 - l) Personal hygiene practices by all workers in compliance with applicable regulations shall be enforced by the Contractor:
 - (1) No eating, drinking, or use of tobacco shall be allowed in the work area. The Contractor shall provide a clean space, separated from the work area, for eating and drinking purposes.
 - (2) Disposable clothing, such as TYVEK suits, and other personal protective equipment (PPE) must be donned prior to entering the work area. A clean room will be provided by the Contractor for workers to put on suits and other personal protective equipment and to store their street clothes. Disposable suits shall be used once, then shall be properly discarded.
 - (3) All workers must wash upon leaving the work area in a wash facility provided by the Contractor. Wash facility will consist of, at least, running potable water, towels, and a HEPA vacuum. Upon leaving

the work area, each worker will wash and dry face and hands, HEPA vacuum clothes, and remove and dispose of the work suit as contaminated waste.

- (4) Lavatory facility must be provided by the Contractor and should be located outside the regulated work area. The eating and drinking area, the clean room, and the lavatory facility must be maintained in a clean and orderly fashion at all times. The Contractor will provide portable lavatories when needed and will disinfect them daily.
- m) If worker exposure to airborne lead exceeds 50 $\mu\text{g}/\text{m}^3$ (PEL),
 - (1) Contractor must provide showering facilities. Shower water must be heated. All water must be collected and tested for hazardous wastes before disposal.
 - (2) All workers must shower upon leaving the work area.
 - (3) Decontamination shall be in three stage, i.e., Dirty Room - Airlock, Shower - Airlock, Clean Room.

1.8 CONTROL OF EMISSION AND DUST

- A. When handling/abating lead-contaminated building components outdoors, Contractor shall spread a minimum 10-mil polyethylene sheet beneath the work area under the component to be removed. The drop cloth shall extend a minimum of 3 ft. from the wall for every 10 ft. of vertical distance involved in the work. Lateral distance along the wall should match this distance on either side of the work area.
- B. Barriers shall have:
 - 1. Wood or metal studs, 16 in. on-center, faced with 3/8 in. plywood sheeting on work side only, and
 - 2. Both sides of barrier covered with at least one layer of 6-mil plastic sheet with joints staggered and sealed with tape. Edges of barrier connected to floor, walls, and ceiling shall be secured and sealed airtight.
- C. Interior Containment: Minimize creation of lead-contaminated dust and airborne particles by using methods and procedures that create the least amount of dust, in accordance with the Lead Compliance Program, including the utilization of HEPA filter on tools that have the potential for creating dust and airborne contamination.
- D. Isolate the work area from all adjacent areas or systems of the building with a pressure differential that will cause a movement of air from outside to inside at any breach in the physical isolation of the work area.
- E. Continuously maintain the work area at an air pressure that is lower than that in any surrounding space in the building, or at any location in the immediate proximity outside of the building envelope. This pressure differential when measured across any physical or critical barrier must equal or exceed a static pressure of 0.03 inches of water. Accomplish the pressure differential by exhausting a sufficient number of HEPA filtered fan units from the work area. The number of units required will depend on machine characteristics, the seal at barriers, and required air circulation. Vent HEPA filtered fan units to outside of building unless authorized in writing by Owner's Representative.

- F. When installing component(s) on lead-painted surfaces, Contractor shall exercise care to avoid dislodging any flaking paint from the substrate.
- G. Plastic drop cloths, contaminated paper towels, and other dust and debris generated during the abatement shall be carefully folded into the plastic sheeting to avoid shaking dust from the surface. Folded plastic sheeting shall be deposited for temporary storage and testing in a disposal bag.

1.9 AIR MONITORING, INSPECTION AND FINAL CLEARANCES

- A. The Contractor shall be responsible for compliance air monitoring of his workers, per OSHA regulation and as detailed in the Lead Safety and Health Plan.
- B. The Contractor is responsible for conducting the Exposure Assessment for the project. Personal air samples representative of a full shift including at least one sample for each job classification in each work area either for each shift or for the shift with the highest exposure level shall be collected and analyzed. Air samples should be taken in accordance with NIOSH Method 7082, or equivalent.
- C. Worker exposure levels shall be evaluated with respect to the OSHA Action Level ($30 \mu\text{g}/\text{m}^3$) and the Permissible Exposure Level ($50 \mu\text{g}/\text{m}^3$) as 8-hour Time-Weighted Averages. If measured exposure levels exceed the criteria set for respiratory protection and personal protection of workers, the Contractor shall stop work, shall notify the Owner's Representative, shall attempt to correct and control the operation to reduce the elevated contamination dust levels, and shall change protective measures for workers to the next higher level of protection (see TABLE 3) before re-assuming operations.
- D. After Contractor has completed final clean-up, and performed a visual inspection, the Consultant will perform a detailed visual inspection. All surfaces will be examined for the presence of dust or debris, especially flat surfaces. If dust or debris is found, Contractor shall reclean the entire work area and a repeat of the detailed visual inspection will occur.
- E. When the post abatement visual inspection has been completed, surface wipe sampling, using commercial wipes moistened with a non-alcohol wetting agent, shall be conducted by the Consultant. A minimum of three wipe samples will be collected and analyzed for each work area. Further cleaning will be required in any area where the result is in excess of 800 milligrams per square foot.
- F. The Owner will pay for the first set of wipe samples. The Contractor is responsible for payment of all subsequent tests, at a cost of \$150 per wipe sample.
- G. The Owner's Representative may provide other independent wipe testing and air monitoring services during the conduct of the project.

PART 2 - PRODUCTS

2.1 CLEANING SOLUTIONS

- A. Contractor shall provide solution containing at least one ounce of five percent trisodium phosphate per each gallon of water.

2.2 DISPOSAL

- A. Disposal bags shall be, as a minimum, individual, 6 mil thick, leak-tight, manufactured polyethylene bags.
- B. Polyethylene wrap shall be 6 mil and 10 mil polyethylene sheeting.
- C. Disposal drums shall meet US Department of Transportation (DOT) regulations for disposal of respective waste(s) generated.
- D. Disposal labels shall identify waste materials (before TCLP testing.) Hazardous wastes shall be identified as such in compliance with RCRA regulations for hazardous materials.

PART 3 - EXECUTION

3.1 METHODS OF ABATEMENT

- A. Removal: (Reserved)
- B. Abrasion: Remove lead-based paint by machine sanding, using a high efficiency particulate air (HEPA) filtered dust collection attachment.
 - 1. Sanders shall be of the dual action, rotary action, orbital or straight line system type, fitted with a HEPA dust pick-up system.
 - 2. Air compressors utilized to operate this equipment shall be designed to continuously provide 90 to 110 psi or as recommended by the manufacturer.
 - 3. Sanding shall only be done on flat surfaces which allow the HEPA dust collection system to come into tight contact with the surface being sanded. Surfaces to be sanded shall be wide enough to allow maximum efficiency of the HEPA dust collection system.
 - 4. All lead-based paints shall be removed down to the bare substrate surface. In cases where some pigment may remain embedded in wood grain and similar porous substrate, care shall be taken to avoid damage to the substrate with the sanding machine.
- C. Heat Blower Gun: Remove lead-based paint by heat, using a heat blower gun followed by scraping.
 - 1. Electrically operated, heat-blower gun shall be a flameless electrical paint softener type. Heat-blower shall have electronically controlled temperature settings to allow usage below a temperature of 700°F. Heat-blower shall be DI type (non-grounded) 120v, AC application. Heat-blower shall be equipped with various nozzles to cover all common applications (cone, fan, glass protector, spoon reflector, etc.)
 - 2. Hot air stream from the heat-blower gun shall be directed at the painted surface and the paint allowed to blister and soften. Considerable lead is volatilized from lead-based paint and lead fumes are released at approximately 700°F. Heat-blower shall not be operated above 700°F and respirator protection is required for all persons in the work area.
 - 3. Softened paint shall be removed down to the substrate surface as completely as possible by scraping and/or brushing. In cases that some pigment may remain embedded in wood grain and similar porous substrate, care shall be taken to avoid damage to the substrate with the scraping or brushing.

4. Care shall be taken to protect glass in windows and doors, and adjacent areas from damage from thermal stresses induced by the concentrated heat of the heat-blower gun. Damages to non-protected glass and adjacent areas from thermal stresses shall be repaired at the Contractor's expense.

D. On-Site Chemical Removers: The following is not a recommended method. However, the Contractor may use this method, but only with the Consultant's prior approval.

1. Remove lead-based paint by scraping and/or brushing after the paint has been softened by the application of a chemical stripping agent. Exterior applications may be removed by water jet washing method on masonry substrates only.
2. Chemical removers shall contain no methylene chloride products.
3. Chemical removers shall be compatible with, and not harmful, to the substrate that they are applied to.
4. Chemical removers used on masonry surfaces shall contain anti-stain formulation that inhibits discoloration of stone, granite, brick and other masonry construction.
5. Chemical removers used on interior surfaces shall not raise or discolor the surface being abated.
6. Chemical stripping agent neutralizers may be used on exterior surfaces only. Neutralizers shall be compatible with and not harmful to the substrate they are applied to. Neutralizers shall be compatible with the stripping agent that has been applied to the surface substrate.
7. Chemical stripping agents and neutralizers shall be applied in accordance with the recommendations of the manufacturer. Stripping agents shall not be allowed to penetrate wood or other fibrous substrates. Softened paint shall be removed by scraping or wire brush.
8. Contractor shall protect adjacent areas from damage from stripping agent during the course of work. Damages to non-protected adjacent areas from stripping agent shall be repaired at the Contractor's expense.

E. Enclosure of Exterior Substrate: (Reserved)

3.2 CLEAN UP OF WORK AREA

A. Clean-up shall be performed by lead abatement workers as follows:

1. After the abatement work has been completed, remove all debris and dispose of it in designated containers:
2. Deposit all lead-contaminated waste, including sealing tape, plastic sheeting, mop heads, sponges, filters, and disposable clothing, etc. in double plastic bags, at least 6 mil thick or single 10 mil thick, and seal the bags;
3. Wrap disassembled lead-painted building components (door sections, handrails, pipe sections) in two layers of minimum 6 mil polyethylene sheeting, secure and seal with tape, label as waste, and temporarily store for testing and disposal.

4. HEPA vacuum clean all surfaces in the interior work area including woodwork, metal work, walls, windows, floors, ceilings, steps, etc.;
5. After vacuum cleaning, phosphate wash all floors in the work area with a solution containing at least 1 ounce of 5 percent trisodium phosphate to each gallon of water;
6. After floor washing has dried, HEPA vacuum clean surfaces until no visible residue remains;
7. After all the work is completed, but before release of the work area, perform final clean-up and request that DOE personnel conduct the wipe test(s) for final clearance.

3.3 WASTE DISPOSAL

- A. The Contractor shall remove daily all lead waste from the work area.
- B. The Contractor shall be responsible for removing, controlling, waste materials, all treated as hazardous waste until classification through testing is completed. This includes not only solid wastes but also waste water generated from interim and final clean-up.
 1. During the actual abatement, the Contractor shall not leave debris in the work area or adjacent property, incinerate debris, dump waste into landfills, or introduce lead-contaminated water into storm or sanitary sewers.
- C. For disposal of waste materials, the requirements of the Resource Conservation and Recovery Act (RCRA) as well as applicable state and local solid waste plan requirements shall be complied with.
 1. Testing of lead-contaminated waste materials per the US EPA's Toxicity Characteristics Leaching Procedure (TCLP) will be conducted.
 2. If the TCLP results equal or exceed 5.0 mg/l of lead, the waste must be handled as hazardous waste, to be transported to a licensed treatment, storage, and disposal facility (TSDF).
 3. If the TCLP results are below the regulatory threshold of 5.0 mg/l, the wastes are not considered as being hazardous and can be disposed of as construction debris.
 4. Results of TCLP testing and analysis will be submitted to the Consultant before disposal of the particular waste stream.
 5. The following waste materials will be tested to determine whether or not they are hazardous wastes:
 - a) Paint chips (having a lead concentration greater than 1% is considered a hazard);
 - b) Waste water;
 - c) Dust from HEPA filters and from damp sweeping;
 - d) Paint and plaster removed from building;

- e) Plastic sheets, duct tape, or tape used to cover floors and other services during the lead-based paint removal;
 - f) Solvents and caustics used during the stripping process;
 - g) Liquid waste, such as wash water used to decontaminate wood after solvents have been used, and liquid waste water from exterior water blasting;
 - h) Rags, sponges, mops, HEPA filters, respirator cartridges, scrapers, and other materials used for testing, abatement and cleanup;
 - i) Disposable work clothes and respirator filters;
 - j) Any other items contaminated with lead-based paint.
6. Non-hazardous solid wastes shall be placed in double (6 mil) or single (10 mil) polyethylene bags that are air tight and puncture resistant.
- a) The Contractor shall contain and properly dispose of all liquid waste, including lead-dust contaminated wash water.
 - b) Exteriors of all containers and disposal bags shall be HEPA vacuumed prior to their removal from the work area and shall be wet wiped. Containers and bags should then be moved into the designated storage area.
 - c) The Contractor shall carefully place the containers into a truck or dumpster used for disposal.
7. Disposal of Hazardous Waste (as determined by analytical testing): The Contractor shall be required to comply with the RCRA regulations.
- a) Lead-contaminated debris shall not be stored in the work area while awaiting testing and removal. A temporary hazardous waste storage area shall be designated and managed for storage, in compliance with all federal, state, and local regulations.
 - b) Waste containers used will comply with EPA and DOT regulations for containers used in storing and hauling hazardous wastes.
 - c) If the Contractor is not a certified hazardous waste transporter, a subcontract shall be entered into with a certified transporter to move the hazardous wastes. The third party hauler shall be required to follow RCRA regulations, and all manifestation of the transport and disposal of the hazardous wastes shall be completed and submitted to the Owner's Representative.
 - d) Copies of transport and disposal manifests shall be submitted to the Owner's representative for distribution to Owner's Project Management team and Environmental Management and Hazardous Waste Program.

3.4 POST ABATEMENT SUBMITTALS

- A. The Contractor shall provide a total of 5 copies of each submittal. The submittals will be provided to the Owner's Representative for distribution to Owner's Project Management team, and OEHS. Each set of submittals will be bound using three-hole punch paper.
- B. The Contractor shall submit to the Owner's Representative copies of all manifests for the transportation and disposal of solid and hazardous wastes generated.
- C. The Contractor shall submit to the Owner's Representative marked-up as-built drawings showing in bold letters that all components with surfaces with lead paint have been removed or abated and describing such locations.
- D. The Contractor shall submit to the Owner's Representative copies of all records indicating that the renovation work has been performed in compliance with applicable regulation, these specifications, and the Lead Safety and Health Plan.

PART 4 - LEAD SAFETY AND HEALTH PLAN

4.1 PURPOSE

- A. Inorganic lead is a systemic poison that adversely affects the blood, nervous and urinary (kidney) systems, the reproductive system for both males and females, and poses risks to the fetus. Exposure to inorganic lead in the oil industry stems primarily from activities involving lead-based paints which have been used in almost every field location at some time or other. This Lead Safety and Health Plan establishes the procedures required for workers when performing work activities where inorganic lead is present.

4.2 REFERENCES

- A. OSHA 29 CFR 1926.62, Lead Exposure in Construction (Interim Final Rule)
- B. OSHA 29 CFR 1910.1025, Lead, General Industry
- C. OSHA 29 CFR 1926.350-354, Welding, Cutting and Heating
- D. OSHA 29 CFR 1910.134, Respiratory Protection
- E. OSHA 29 CFR 1926.59, Hazard Communication
- F. US HUD, "Lead-Based Paint: Interim Guidelines for Hazard Identification and Abatement in Public and Indian Housing", September 1990

4.3 COVERED ACTIVITIES

- A. This Plan covers all work activities that involve materials containing greater than 0.05% or 1.0 mg/cm² inorganic lead. This Plan is not applicable to organic lead, such as lead alkyls.
- B. Work activities that are specifically covered by this Plan include, but are not limited to new construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, including:
 - 1. Spray painting with lead paint;
 - 2. Abrasive blasting lead-containing paint or rust of scale from equipment that has been in lead alkyl service (e.g., leaded gasoline); and
 - 3. Welding, cutting, torch burning on surfaces with lead-based paints.
 - 4. Removal or encapsulation of lead-containing materials.

5. Demolition or salvage of structures with lead-containing materials.
6. Installation of products containing lead.
7. Cleanup activities associated with abrasive blasting lead paint.
8. Transportation, disposal, storage, or containment of lead-containing materials.
9. Maintenance activities where there is the possibility of exposure to lead-containing measures.

4.4 WRITTEN COMPLIANCE PROGRAM

- A. A written compliance program is required for any job where workers may be exposed to lead.
- B. The program shall be specific project oriented.
- C. The compliance program shall, at a minimum, cover in detail the elements included in this Plan.
- D. A competent person shall be assigned responsibility for the project and the implementation of the compliance program and shall make frequent inspections of the project to assure compliance with the written program.
- E. The competent person shall be capable of identifying and/or predicting lead hazards on the job, and shall have the authorization to take corrective measures to remediate such hazards.

4.5 EXPOSURE LIMITS

- A. Certain exposure levels shall be assumed, and interim protective measures shall be implemented, for certain work activities until an exposure assessment has been made.
 1. These work activities and the assumed exposure levels are summarized in Sections H.2 and H.3, and TABLE 2.
- B. A Regulated Area shall be established in areas that exceed or can be reasonably expected to exceed the PEL without regard for the use of respirators, or where interim protective measures are required.

4.6 EXPOSURE MONITORING

- A. Initial monitoring must be conducted for all lead-related activities. Representative breathing zone measurements shall be made in accordance with OSHA regulations (29 CFR 1926.62).
 1. Initial monitoring is still required for the specific activities where interim protective measures have been implemented.
- B. Periodic monitoring shall be conducted based on the initial monitoring results according to the following schedule:
 1. TWA < 30 $\mu\text{g}/\text{m}^3$ (TWA < Action Level): None required.
 2. $\mu\text{g}/\text{m}^3$ < TWA < 50 $\mu\text{g}/\text{m}^3$ (AL < TWA < PEL): Every 6 months.

3. TWA > 50 $\mu\text{g}/\text{m}^3$ (TWA exposure > PEL): Quarterly.
 4. Periodic monitoring frequency may be reduced or curtailed based on the results of two consecutive measurements taken at least 7 days apart.
- C. Monitoring data collected by the Contractor within the past 12 months may be used as the exposure assessment provided the conditions under which the data were collected are representative of the current project, such as:
- D. Processes, type of material, control methods, work practices, and environmental conditions are similar to the current project.
- E. Workers shall be notified of the sampling results within 5 working days of completion of the exposure assessment.
- F. Workers or designated representatives may observe monitoring.

4.7 PROTECTIVE MEASURES

- A. Protective measures are required if workers' measured exposures are greater than the PEL.
- B. A summary of the protective measures required based on actual exposure data is given in TABLE 3.
- C. Interim Protective Measures are required for certain work activities involving lead. An exposure level is "assumed" and appropriate worker protection measures must be implemented until the actual exposure is determined.
1. The most common work activities where interim worker protection measures are required upon commencement of the work include:
 - a) Spray painting with lead paint, manual demolition, manual scraping;
 - b) Using a power tool to remove lead without a collection system, cleanup of lead contamination or of dry abrasive blasting materials containing lead.
 - c) Abrasive blasting lead-containing materials, welding, cutting, or torch burning on lead-containing materials.
 2. After the actual exposure level has been determined, and if the work activity is still on-going, the protection measures can be "tailored" to meet the requirements for that exposure level. Generally, respiratory protection requirements will be the major item of change once the actual exposure is determined. Additional measures such as showers and additional medical surveillance may be required if exposure >PEL is confirmed.
- D. A summary of the interim protective measures required based on specific work activity is given in TABLE 2.
- E. Respiratory protection shall be provided in accordance with TABLES 1 and 3.
1. Powered Air Purifying Respirators (PAPR) shall be provided for half-facepiece respirators at the worker's request.
 2. When abrasive blasting in an open area, any worker within 50 ft of the operator shall have the equivalent respiratory protection as the operator.

- F. Personal protective clothing
1. Disposable clothing, e.g., TYVEK, shall be provided.
 2. Dedicated, re-usable clothing may be provided but must be laundered according to the schedule in TABLE 1.
- G. The following hygiene facilities shall be provided:
1. Change areas segregated into a "clean" and "dirty" side to prevent cross-contamination.
 2. A wet decontamination facility shall be constructed in each work area.
 3. Reasonably accessible handwashing facilities must be provided for all lead work activities.
 4. Eating facilities shall be provided outside of the area of contamination and shall be kept as free of lead contamination as practicable.
- H. Specific worker hygiene practices are covered in detail in the written Compliance Program and shall be enforced by the employer.

4.8 MEDICAL SURVEILLANCE

- A. Biological monitoring shall consist of sampling and analyzing the blood for lead and zinc protoporphyrin (ZPP).
1. Initial biological monitoring is required for interim work activities.
- B. Medical surveillance shall consist of sampling and analyzing the blood for lead and ZPP as well as a medical examination.
1. Medical surveillance is required for workers exposed to > AL for more than 30 days in a consecutive 12 months.
- C. Additional biological monitoring is required every two months whenever the last blood sample indicates a blood level > 40 µg/deciliter (40 µg/dl).
- D. Workers must be removed from exposure (with benefits protected) if medical monitoring indicates a blood level in excess of 50 µg/dl of blood if the worker is exposed at or above the Action Level.

4.9 INFORMATION AND TRAINING

- A. Workers exposed at or above the Action Level shall be trained in the following:
1. Contents of the OSHA Standard 29 CFR 1926.62.
 2. Specific nature of the operations where lead is present.
 3. Purpose, selection, fitting, use and limitations of respirators.
 4. Adverse health effects of lead, including reproductive effects to males and females and effects on the fetus.
 5. Engineering controls and work practices.
 6. Contents of the written Compliance Program for the project.

- 7. Instructions that chelating agents should not be routinely used and should not be used except under the direction of a physician.
 - 8. Medical surveillance program and access to medical records (29 CFR 1910.20).
- B. Workers shall also have appropriate Hazard Communication, Respiratory Protection, and other applicable safety and health training.

4.10 CONTRACTOR

- A. Contractor performing work subject to this Lead Safety and Health Plan shall be notified of their obligation and responsibility to conduct work according to this Plan or OSHA 29 CFR 1926.62.
- B. Contractor shall have a written Compliance Program for their work.
- C. Contractor may rely on their documented exposure data in developing their Compliance Program provided it is representative of the work activity and conditions under which the work will be performed.

TABLE 1 - EXPOSURE LIMITS

Time Weighted Average (TWA) Exposures ¹	8-Hour TWA	12-Hour TWA	Adjustment for Longer Shifts
Permissible Exposure Limit (PEL)	50 µg/m ³	33.3 µg/m ³	400 µg/m ³ /hours worked
Action Level (AL)	30 µg/m ³	20 µg/m ³	240 µg/m ³ /hours worked

TABLE 2 - INTERIM PROTECTIVE MEASURES BASED ON WORK ACTIVITY TYPE

Interim Protective Measures Required	Activity	Activity	Activity
The protective measures marked by (X) in the boxes below are required until actual exposures can be demonstrated. Once exposure assessment is determined, protection measures (particularly respiratory protection) can be tailored to the actual "measured" exposure level.	Manual demo of structures (e.g., dry wall); manual scraping; manual sanding; heat gun applications; power tool cleaning w/dust collection; spray painting w/lead paint	Cleaning w/power tool w/o dust collection; clean-up of lead contamination; rivet busting	Abrasive blasting; welding; cutting; torch burning
Interim Exposure (µg/m ³)	50-500	500-2500	>2500
Respiratory protection	X	X	X
- Half facepiece w/HEPA filters	X	NO	NO
- Hood/helmet or Type CE abrasive blasting supplied air respirator in continuous flow mode		NO	NO
- Full facepiece w/HEPA filters		X	NO

¹Without regard to respirators

- Powered Air Purifying Respirator (PAPR) w/HEPA filters		X	NO
- Fullface or Type CE abrasive blasting supplied air w/positive pressure			X
- SCBA or Type C or CE supplied air w/escape			X
Personal protective clothing and equipment	X	X	X
Change areas	X	X	X
Handwashing	X	X	X
Biological (blood) monitoring	X	X	X
Training	X	X	X
Warning signs - regulated area	X	X	X
Laundering (weekly; daily if > 200 µg/m ³)	REC	REC	REC
Showers	REC	REC	REC

* Respirators specified for higher concentrations may be used for lower concentrations of lead.

X = Required

N/R = Not Required

NO = Not Allowed

REC = Recommended

TABLE 3 - PROTECTIVE MEASURES BASED ON MEASURED EXPOSURE

"Measured" Exposure in µg/m ³	30-50	<500	<1250	<2500	<100000	>100000
Respiratory Protection	N/R					
- Half facepiece w/HEPA filters		X	NO	NO	NO	NO
- Hood/helmet or Type CE abrasive blasting supplied air respirator in continuous flow mode			X	NO	NO	NO
- Full facepiece w/HEPA filters				X	NO	NO
- Powered Air Purifying Respirator (PAPR) w/HEPA filters				X	NO	NO
- Fullface or Type CE abrasive blasting supplied air w/positive pressure					X	NO
- SCBA or Type C or CE supplied air w/escape						X
Personal protective clothing	N/R	X	X	X	X	X
Change areas	N/R	X	X	X	X	X
Handwashing	X	X	X	X	X	X
Biological (blood) monitoring	X	X	X	X	X	X
Training	X	X	X	X	X	X
Warning signs - regulated area	N/R	X	X	X	X	X
Laundering (weekly; daily if > 200 µg/m ³)	N/R	X	X	X	X	X
Showers	N/R	X	X	X	X	X
Medical surveillance	X	X	X	X	X	X

* Respirators specified for higher concentrations may be used for lower concentrations of lead.

X = Required

N/R = Not Required

NO - Not Allowed

END OF SECTION 02072

SECTION 02081 - REMOVAL OF ASBESTOS-CONTAINING MATERIALS

PART 1 - GENERAL

WET REMOVAL:

Thoroughly wet to satisfaction of Owner's Representative asbestos-containing materials to be removed prior to stripping and/or tooling to reduce fiber dispersal into the air. Accomplish wetting by a fine spray (mist) of amended water or removal encapsulant. Saturate material sufficiently to wet to the substrate without causing excess dripping. Allow time for amended water or removal encapsulant to penetrate material thoroughly. If amended water is used, spray material repeatedly during the work process to maintain a continuously wet condition. If a removal encapsulant is used, apply in strict accordance with manufacturer's written instructions. Perforate outer covering of any insulation which has been painted and/or jacketed in order to allow penetration of amended water or removal encapsulant, or use injection equipment to wet material under the covering. Where necessary, carefully strip away while simultaneously spraying amended water or removal encapsulant on the installation to minimize dispersal of asbestos fibers into the air.

Mist work area continuously with amended water whenever necessary to reduce airborne fiber levels.

Remove saturated asbestos-containing material in small sections from all areas. Do not allow material to dry out. As it is removed, simultaneously pack material while still wet into disposal bags. Twist neck of bags, bend over and seal with minimum three wraps of duct tape. Clean outside and move to Wash Down Station adjacent to Material Decontamination Unit.

Evacuate air from disposal bags with a HEPA filtered vacuum cleaner before sealing.

Sprayed-on Fireproofing: Spray asbestos-containing fireproofing with a fine mist of amended water or removal encapsulant. Allow time for amended water or removal encapsulant to saturate material completely. Do not over-saturate to cause excess dripping. If surface of material has been painted or otherwise coated cut small holes as required and apply amended water or removal encapsulant from above. After removal of asbestos-containing materials, remove any overspray on walls, decking, and structure above using stiff nylon bristled brush. Use high pressure washer only with written authorization from Owner's Representative.

Pipe Insulation: Spray with a mist of amended water or removal encapsulant. Allow amended water or removal encapsulant to saturate material to substrate. If a removal encapsulant is used, use in strict accordance with manufacturer's instructions. Cut bands holding preformed pipe insulation, slit jackets at seams, remove and hand-place in a disposal bag. Remove job-molded fitting insulation in chunks and hand place in a disposal bag. Do not drop to floor. Remove any residue on pipe or fitting with stiff bristle nylon hand brush. In locations where pipe fitting insulation is removed from pipe with straight runs insulated with fibrous glass or other non-asbestos-containing fibrous material, remove fibrous material 6" from the point where it contacts the asbestos-containing insulation.

Floor Tile and/or Mastic: Remove of and dispose of carpet as asbestos-containing waste. Spray material continuously with amended water. Use caution not to overwet. All methods of removal must be approved by the consultant. If solvents are used, the solvent must conform to the following minimum conditions:

1. Flash point (open or closed cup) >200 F
2. Auto Ignition Temperature >600 F
3. Slight odor

Jack Brooks Regional Airport – Hangar #3
Asbestos/Lead Abatement Project

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December 2018
Total Safety U.S., Inc.

4. Ph neutral
5. Aromatic vapors <100 ppm
6. Will not react violently with water

END OF SECTION - 02081

SECTION 02084 - DISPOSAL OF ASBESTOS-CONTAINING WASTE MATERIAL (ASBESTOS)

PART 1 - GENERAL

1.1 DESCRIPTION OF THE WORK:

- A. This section describes the disposal of Asbestos-Containing Materials. Disposal includes packaging of asbestos-containing waste materials. Disposal shall be accomplished by land filling at an approved landfill.

1.2 SUBMITTALS:

- A. Before Start of Work: Submit the following to the Owner's Representative for review. Do not start work until these submittals are approved by the Owner's Representative.
1. Copy of state or local license for waste hauler.
 2. Name and address of landfill where asbestos-containing waste materials are to be buried. Include contact person and telephone number.
 3. Chain of Custody form and form of waste manifest proposed.
 4. Sample of disposal bag and any added labels to be used.
- B. At time of removal of waste submit copies of all manifests and disposal site receipts to Owner's Representative. Owner to receive first copy (green) and final copy (white) to be sent to OEHS. The Contractor must submit original manifests and disposal receipts.

PART 2 - PRODUCTS:

- 2.1 Disposal Bags: Provide 6 mil thick leak-tight polyethylene bags labeled with three labels with text as follows:

- A. First Label:

CAUTION
CONTAINS ASBESTOS FIBERS
AVOID OPENING OR BREAKING CONTAINER
BREATHING ASBESTOS IS HAZARDOUS TO YOUR HEALTH

- B. Second Label: Provide in accordance with 29 CFR 1910.1200(f) of OSHA's Hazard Communication standard:

DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD
BREATHING AIRBORNE ASBESTOS, TREMOLITE, ANTHOPHYLLITE, OR
ACTINOLITE FIBERS IS HAZARDOUS TO YOUR HEALTH

- C. Third Label: Provide in accordance with U. S. Department of Transportation regulation on hazardous waste marking. 49 CFR parts 171 and 172. Hazardous Substances: Final Rule. Published November 21, 1986 and revised February 17, 1987:

RQ, ASBESTOS, 9, NA2212, RQ = 116.

PART 3 - EXECUTION

Comply with the following sections during all phases of this work:

Section 01560 Worker Protection - Asbestos Abatement
Section 01562 Respiratory Protection

3.1 GENERAL:

- A. All waste is to be hauled by a waste hauler with all required licenses from all state and local authority with jurisdiction.
- B. Load all asbestos-containing waste material in disposal bags or leak-tight drums. All materials are to be contained in one of the following:
 - 1. Two 6 mil disposal bags or
 - 2. Two 6 mil disposal bags and a fiberboard drum or
 - 3. Sealed steel drum with no bag
- C. Protect interior of truck or dumpster with Critical and Primary Barriers as described in Section 01526 Temporary Enclosures.
- D. Carefully load containerized waste in fully enclosed dumpsters, trucks or other appropriate vehicles for transport. Exercise care before and during transport, to insure that no unauthorized persons have access to the material. Carry extra 6 mil disposal bags in truck.
- E. Do not store containerized materials outside of the Work Area. Take containers from the Work Area directly to a sealed truck or dumpster.
- F. Do not transport disposal bagged materials on open trucks. Label drums with same warning labels as bags. Uncontaminated drums may be reused. Treat drums that have been contaminated as asbestos-containing waste and dispose of in accordance with this specification.
- G. Advise the landfill operator or processor, at least ten days in advance of transport, of the quantity of material to be delivered.
- H. At disposal site unload containerized waste:
 - 1. At a disposal site, sealed plastic bags may be carefully unloaded from the truck. If bags are broken or damaged, rebag immediately on site. Clean entire truck and contents using procedures set forth in section 01711 Project Decontamination.
 - 2. At a processing site truck and loading dock are arranged as a controlled work area and containerized waste is transferred to storage area by site personnel. All bags including broken ones will be transferred. Clean truck, using procedures set forth in section 01711 Project Decontamination.
- I. Retain receipts from landfill or processor for materials disposed of.
- J. At completion of hauling and disposal of each load submit copy of waste manifest, chain of custody form, and landfill receipt to Owner's Representative.

END OF SECTION - 02084

BID BOND**Travelers Casualty and Surety Company of America**

Hartford, Connecticut 06183

CONTRACTOR:*(Name, legal status and address)*

D. H. Griffin of Texas, Inc.
 8690 Lambright Road
 Houston, TX 77075

SURETY:*(Name, legal status and principal place of business)*

Travelers Casualty and Surety Company of America
 One Tower Square
 Hartford, CT 06183

OWNER:*(Name, legal status and address)*

Jefferson County Purchasing Department
 1149 Pearl Street, 1st Floor
 Beaumont, TX 77701

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:*(Name, location or address, and Project number, if any)*

IFB 19-003/JW - Demolition of Hangar No. 3 at Jack Brooks Regional Airport

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 6th day of February, 2019

[Handwritten Signature]
(Witness)

[Handwritten Signature]
(Witness) Taylor Leggett

D. H. Griffin of Texas, Inc.
(Principal) _____ (Seal)

By: [Handwritten Signature]
(Title) John F. Angelina, President

Travelers Casualty and Surety Company of America
(Surety) _____ (Seal)

By: [Handwritten Signature]
(Title) Mark W. Edwards, II Attorney-in-Fact



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Mark W. Edwards, II of Birmingham, Alabama their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut
City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 6th day of February, 2019



Kevin E. Hughes, Assistant Secretary

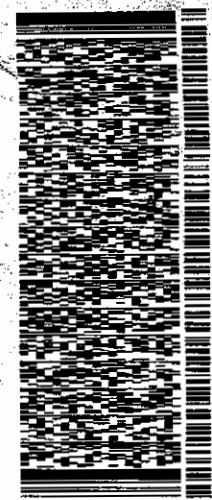
To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

ORIGIN D:HYA (713) 991-4444
JANIE EISENFELD
D.H. GRIFFIN OF TEXAS, INC.
8690 LAMBRIGHT ROAD
HOUSTON, TX 77075
UNITED STATES, US

SHIP DATE: 11 FEB 19
ACT WGT: 3.00 L B
CAD: 920530M1E14100
BILL SENDER

TO JEFFERSON COUNTY PURC HAVING DEPT.
1149 PEARL STREET, 1ST FLOOR
BEAUMONT TX 77701
DEPT
REF: ESTIMATING
(409) 335-8593

555.020E3D.23A0



TRK# 7744 3897 0187
0201

TUE - 12 FEB 8:30A
FIRST OVERNIGHT



43 BPTA

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TX-US IAH

RECEIVED 09:15 AM FEB 12 2019

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D. H. GRIFFIN OF TEXAS, INC.
DEMOLITION CONTRACTORS
8690 Lambright Road • Houston, Texas 77075
Phone (713)991-4444 • Fax (713)991-4445



Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

SEALED BID

Bid No.: IFB 19-003/JW
Bid Name: Demolition of Hangar No. 3 at
Jack Brooks Regional Airport
Due Date/Time: 11:00 am CT, February 12, 2019



FO

FedEx First Overnight[®]

151968 REV 7/09 RHD

Large Pak



**JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT**

1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593 phone

ADDENDUM TO IFB

IFB Number: IFB 19-003/JW
IFB Title: Demolition of Hangar No. 3 at Jack Brooks Regional Airport
IFB Due: 11:00 am CT, Tuesday, February 12, 2019
Addendum No.: 1
Issued (Date): January 24, 2019

TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda.** For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder’s sealed proposal.** If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum:

Re-schedule of Pre-Bid Conference and Walk-through

Please note that the Pre-Bid Conference and Walk-through for this project has been re-scheduled for: 10:00 am CT, Thursday, January 31, 2019 ; and will be held in the Airport Administration Conference Room located at 5000 Jerry Ware Blvd., Beaumont, Texas 77705.

This conference will be bidder’s only opportunity to view secured areas of the project.

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:
Jana K Davis
Witness

[Signature]
Authorized Signature (Bidder)

Vice President
Title of Person Signing Above

Witness

GADV Inc dba L&L General Contractors
Typed Name of Business or Individual

Approved by _____ Date: _____

11988 FM 365, Beaumont, Texas 77705
Address



**JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT**

1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593 phone

ADDENDUM TO IFB

IFB Number: (IFB 19-003/JW)
IFB Title: Demolition of Hangar No. 3 at Jack Brooks Regional Airport
IFB Due: 11:00 am CT, Tuesday, February 12, 2019
Addendum No.: 2
Issued (Date): February 1, 2019

TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda.** For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal.** If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Cut-off Date & Time for Responses to Question Submissions set for 5:00 pm, Friday, February 8, 2019.

Bidders may submit *technical* questions via email to Bill Smith with Fittz & Shipman, Inc. at: bsmith@fittzshipman.com

Bidders may submit *bid submission* questions via email to Jamey West, Assistant Purchasing Agent with Jefferson County at: jwest@co.jefferson.tx.us

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

Jana K Dan
Witness

McClain McDonald
Authorized Signature (Bidder)

Vice President
Title of Person Signing Above

Witness

McClain McDonald
Typed Name of Business or Individual

Approved by _____ Date: _____

11988 FM 365, Beaumont, Texas 77705
Address



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE

Advertisement for Invitation for Bids

January 14, 2019

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 19-003/JW, Demolition of Hangar No. 3 at Jack Brooks Regional Airport. Specifications for this project may be obtained from the Jefferson County website <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and three (3) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: Demolition of Hangar No. 3 at Jack Brooks Regional Airport
BID NO: IFB 19-003/JW
DUE DATE/TIME: 11:00 AM CT, February 12, 2019
MAIL OR DELIVER TO: Jefferson County Purchasing Department
 1149 Pearl Street, 1st Floor
 Beaumont, Texas 77701

There will be a pre-bid conference and walk-through at 10:00 AM CT on Tuesday, January 29, 2019, in the Airport Administration Conference Room at 5000 Jerry Ware Blvd., Beaumont, Texas 77705. This conference will be bidder's only opportunity to view secured areas of the project.

The County shall require the bidder to furnish a bid security in the amount of five percent (5%) of the total contract cost. The bid bond must be executed with a surety company authorized to do business in the State of Texas. Within ten (10) days after the date of the signing of a contract, the bidder shall furnish a performance bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars (\$100,000). If the contract is for one hundred thousand dollars (\$100,000) or less, the County may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent, at 409-835-8593 or jwest@co.jefferson.tx.us

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah Clark

Deborah L. Clark, Purchasing Agent
 Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – January 16, 2019 & January 23, 2019

IFB 19-003/JW
Demolition of Hangar No. 3 at Jack Brooks Regional Airport
Bids due: 11:00 AM CT, Tuesday, February 12, 2019

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Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Three (3) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

Additionally, Bidder must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

<https://www.co.jefferson.tx.us/Purchasing/>

Instructions to Bidders

1. Bid Submission

Bids must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope or box shall also include the Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Late bids will not be accepted and will be returned unopened to the bidder.

All bids submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

2. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

3. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal.** Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

The County requests that bid submissions NOT be bound by staples or glued spines.

If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.

The bid shall be legally signed and shall include the complete address of the bidder.

Jefferson County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

5. Signatures

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

6. County Holidays – 2019:

January 1	Tuesday	New Year's
January 21	Monday	Martin Luther King, Jr. Day
February 18	Monday	President's Day
April 19	Friday	Good Friday
May 27	Monday	Memorial Day
July 4	Thursday	Independence Day
September 2	Monday	Labor Day
November 11	Monday	Veteran's Day
November 28 & 29	Thursday & Friday	Thanksgiving
December 24 & 25	Tuesday & Wednesday	Christmas
January 1, 2020	Wednesday	New Year's

7. Rejection or Withdrawal

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

8. Emergency/Declared Disaster Requirements

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

9. Award

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected. Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not a

awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

10. **Contract**

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

11. **Waiver of Subrogation**

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

12. **Fiscal Funding**

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

13. **Bid Results**

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page (<http://co.jefferson.tx.us/purchasing/main.htm>) as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

14. **Changes and Addenda to Bid Documents**

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

15. **Specifications**

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

16. **Delivery**

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

17. **Interpretation of Bid and/or Contract Documents**

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

18. Currency

Prices calculated by the bidder shall be stated in U.S. dollars.

19. Pricing

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

20. Notice to Proceed/Purchase Order

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

21. Certification

By signing the offer section of the Offer and Acceptance page, bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

22. Definitions

"County" – Jefferson County, Texas.

"Contractor" – The bidder whose proposal is accepted by Jefferson County.

23. Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

General Conditions of Bidding and Terms of Contract

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

1. Bidding

1.1 Bids. All bids must be submitted on the bid form furnished in this package.

1.2 Authorized Signatures. The bid must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

1.3 Late Bids. Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 Withdrawal of Bids Prior to Bid Opening. A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 Withdrawal of Bids after Bid Opening. Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 Bid Amounts. Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 Exceptions and/or Substitutions. All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 Alternates. The Invitation for Bid and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 Descriptions. Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 Bid Alterations. Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 Tax Exempt Status. Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 Quantities. Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive

any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 Silence of Specifications for Complete Units. All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 Addenda. Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

1.16 General Bid Bond/Surety Requirements. Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 General Insurance Requirements. Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.18 Responsiveness. A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 Responsible Standing of Bidder. To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 Confidential/Proprietary Information

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder **must** clearly mark the applicable pages of Bidder's bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

1.21 Public Bid Opening. Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. Performance

2.1 Design, Strength, and Quality. Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 Age and Manufacture. All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 Delivery Location. All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 Delivery Schedule. Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 Delivery Charges. All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

2.6 Installation Charges. All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 Operating Instructions and Training. Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 Storage. Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 Compliance with Federal, State, County, and Local Laws. Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA. The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 Patents and Copyrights. The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 Samples, Demonstrations and Testing. At Jefferson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

2.13 Acceptability. All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. 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 Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 Maintenance. Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

2.15 Material Safety Data Sheets. Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

3.1 Purchase Orders. A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County 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.

3.2 Invoices. All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

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

3.4 Funding. Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. Contract

4.1 Contract Definition. The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful bidder and Jefferson County.

4.2 Change Order. No different or additional terms will become part of this contract with the exception of a change order. 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 and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.3 Price Re-determination. A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

4.4 Termination. Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any

and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

4.5 Conflict of Interest. Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

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

4.7 Interest by Public Officials. No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.8 Warranty. The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.9 Uniform Commercial Code. The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.10 Venue. This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.11 Sale, Assignment, or Transfer of Contract. The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.12 Silence of Specifications. The apparent silence of these specifications as to any 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.

5. Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding \$100,000.

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (b) Meeting contract performance requirements; or
- (c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products/htm>.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall ensure that required parts of the bid are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Bidder is responsible for submitting one (1) original bid copy to include a completed copy of this specifications packet in its entirety; and three (3) numbered bid copies to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

All bids shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED BID." The outside of the envelope or box shall also include: Bid Number, Bid Name, Bid Due Date, Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

2. Vendor Registration: SAM (System for Award Management).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

Bidders are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Bid Submission.

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

FORM 1295 Exemptions: What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission) – CONTINUED

Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.

Vendors must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

4. Multiple Vendor Award

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

5. Delivery

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

6. Payment

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to: Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7th floor, Beaumont, TX 77701.

7. Usage Reports

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations \$1,000,000

Excess Liability \$1,000,000

Property Insurance (policy below that is applicable to this project):

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 9 Below)

9. Workers' Compensation Insurance

9.1 Definitions:

9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.

9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

- 9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - 9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - 9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - 9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
 - 9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1 – 9.7, with the certificates of coverage to be provided to the person for whom they are providing services.
- 9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Jamey West, (e-mail: jwest@co.jefferson.tx.us, Phone: 409-835-8593) regarding any questions or comments. Please reference bid number IFB 19-003/JW.

1. INTRODUCTION

This demolition project will include the proper removal transportation and disposal of the Hangar No. 3 located at the Jack Brooks Regional Airport in Beaumont, Texas. For the purpose of this project, all references to Owner's Representative refer to **Fittz & Shipman, Inc.** A walk-through of each work area will be conducted at the pre-bid meeting.

SCOPE

The scope and purpose of these specifications is to establish certain regulations, general requirements, and particular requirements necessary for the demolition of the Jack Brooks Regional Airport Hangar No. 3, and the legal disposal of lead-based paint and asbestos-containing materials on structural components, windows, sheet metal sheathing and associated debris. All metal building components with lead-based paint and/or asbestos-containing materials shall be properly handled and recycled per federal regulations. Furnish 6' high temporary fencing that meets FAA requirements around the perimeter of hangar 3 during demolition and removal.

NOTIFICATIONS

The Contractor shall submit the 10-day demolition notification as required by the State of Texas.

GENERAL CONDITIONS AND REQUIREMENTS

The following list of conditions and requirements are to be understood as being a general guide for the demolition of the building. It must be noted, however, that there are special requirements listed in the specifications which are in addition to these general requirements for demolition, and that it is the responsibility of the Contractor to comply with all particular requirements. The Contractor shall haul off all debris and unsalvageable materials; and no debris or rubble which may pose a threat to public safety will be left on the site overnight. No such debris or material will be placed on a sidewalk or public right-of-way so that it poses a danger to any person.

A. The Contractor shall provide all labor, materials, equipment, services, testing, supervision, and incidentals necessary to perform work of lead-based paint demolition and removal of items bearing lead-based paint and/or asbestos under this contract in accordance with the following specifications. After demolition the areas disturbed shall be cleaned in accordance with the procedures outlined below.

PARTICULAR WORK REQUIREMENTS

The following particular work requirements and conditions:

- A.** Extreme caution shall be taken when working around any fuel storage area, aircraft, or other airport vehicles or equipment.
- B.** Before the building is demolished, its utilities shall be safely disconnected. The Contractor shall serve notice to all suppliers of utilities to the building to be demolished, and have the utility suppliers disconnect the services and remove all meters and equipment belonging to them. All piping and wiring shall be properly terminated. Any costs incurred in the termination of utilities and services shall be borne by the Contractor.
- C.** Demolition and clean-up includes, but is not limited to, the removal of all lumber, doors, windows, wire, structural columns/beams, flooring, sheet metal, appliances, furniture, loose rock, brick, mortar, concrete,

and the cleaning and removal of all rubbish, trash or other debris. The building's slab shall be left in place and in good condition.

D. Fill, grade and level with clean fill dirt all depressions in the earth which exist on the lot and all ruts or other depressions created during the demolition work.

E. All sewer lines exposed through demolition work must be cut off within two (2) inches of the surface to the ground or concrete slab and must be plugged with concrete in such a manner as to prevent ground water incursion into the sanitary sewer system.

HAZARDOUS MATERIALS

A. Materials defined by the Environmental Protection Agency to be hazardous to the environment or persons, shall be disposed of in accordance with all local, state and federal government regulations and governing laws. This shall be the responsibility of the Contractor. The Contractor shall furnish written proof of such disposal. The following specifications shall apply:

- 1.** Contractors must be familiar with the contents of this document, included but not limited to the following:
 - Worker Protection
 - All types of Lead-Based Paint (LBP) and asbestos testing
 - Measures for control and containment of lead dust, asbestos, and debris
 - Contractor is responsible for the protection of its employees and subcontractors, and for the proper disposal of all hazardous materials.
- 2.** In addition, the Contractor must be able to substantiate sufficient prior de-leading and asbestos removal experience and/or education providing same with the foresight of the prevailing LBP and asbestos abatement techniques and safety practices contained herein.
- 3.** Contractors should be experienced in building renovation and restoration, guidelines for control and the handling of toxic and hazardous materials and protection of the environment and the health of all occupants and workers, as per applicable EPA, OSHA, and NIOSH regulations.
- 4.** The following methods shall be adhered to during the demolition activities. Any deviation from this list shall require Consultant's prior approval:
 - a)** HEPA vacuum visible debris in vicinity of demolition area involving lead paint.
 - b)** HEPA vacuum loose lead-based paint on concrete and wash down with a 5% trisodium phosphate solution.
 - c)** The Contractor shall perform Toxicity Characteristic Leachate Procedure (TCLP) sampling of the waste stream prior to moving waste containers off site. This activity shall be supervised by the Consultant. Samples shall be analyzed for TCLP by US EPA Method 1311.
 - d)** Debris: Collect and properly dispose of lead-contaminated paint chips and debris from the floor and surrounding areas of LBP.

B. APPLICABLE REGULATIONS, CODES AND STANDARDS

- 1.** The Contractor shall acknowledge that he is aware of and will maintain strict compliance with all regulations, codes, standards, and ordinances governing the performance of his work. Furthermore, the Contractor shall be responsible for any failure to comply with applicable documents.
- 2.** Applicable documents include but are not limited to the following:
 - a)** OSHA 29 CFR 1926.62, Lead Exposure in Construction (Interim Final Rule);
 - b)** OSHA 29 CFR 1910.1025, Lead, General Industry;
 - c)** OSHA 29 CFR 1910.1200, Hazard Communication;
 - d)** OSHA 29 CFR 1910.134, Respiratory Protection;

- e) OSHA 29 CFR 1910.145, Specifications for Accident Prevention Signs and Tags;
- f) OSHA 29 CFR 1926.59, Hazard Communication;
- g) US HUD, "Lead-Based Paint: Interim Guidelines for Hazard Identification and Abatement in Public and Indian Housing", September 1990;
- g) Lead-Based paint Hazard Elimination; Interim Rule Title 24, Part 35, 905, 941, 965, and 968 of the Code of Federal Regulations; and
- h) EPA 40 CFR 261, Resource Conservation and Recovery Act (RCRA.)

3. The most current issue of each document shall apply. Where conflict among requirements or with these specifications exists, the more strict or stringent requirement or interpretation shall apply.

4. The Contractor shall provide at least one copy of any applicable EPA, OSHA, State or City regulation, code, or ordinance at the site available for review.

5. Nothing is intended to relieve the Contractor of any responsibility for compliance with state or local laws, ordinances, codes or regulations governing lead-based abatement. Where state and local requirements are more stringent than the Federal regulations, those state and local requirements must be followed by the Contractor.

C. NOTICES AND SUBMITTALS

1. Prior to commencing of the work, the Contractor shall provide to the Owner's Representative:
 - a) Assurance that the results of worker medical examinations for blood lead level tests are below OSHA guidelines
 - b) Material Safety Data Sheets (MSDSs) for products used or stored at the job site
 - c) Name of testing laboratory to be used for analytical testing of waste materials generated as a result of this project
 - d) The starting and completion dates of the demolition work

2. During performance of the work, the Contractor shall provide to the Owner's Representative:

- a) Test results from analysis of waste materials generated.
- b) Results of OSHA compliance air sampling conducted on Contractor's employees.
- c) Daily Log.

C. SIGNAGE

1. At least 24 hours before starting removal or handling of lead-painted components, the Contractor shall establish a regulated work area around the contaminated equipment and shall display a warning sign(s), as appropriate.

**WARNING
LEAD WORK AREA
POISON
NO SMOKING OR EATING**

D. CONTROL OF ACCESS

No one may enter or remain in a regulated work area at any time during demolition which involves lead paint, unless that person is:

1. The Contractor and his employees.
2. The Owner's Representative's Representative or a state or local enforcement official or his designee.

E. WORKER PROTECTION

1. The Contractor shall insure that his employees are protected in accordance with all applicable federal, state and local standards.
2. Initial biological monitoring is required for interim work activities.
3. Workers will wear full body disposable suits with hoods and booties. A TYVEK or similar type of suit may be worn. Suits will be worn in the work area at all times after the pre-abatement inspection and shall remain in use until the area passes final clearance inspection. Light-weight nylon clothes may be worn under the disposable suit, but these underclothes must be changed before leaving the work area and should be laundered separately.
4. Goggles with side shields will be worn when working with a material that may splash or fragment, or if protective eye wear is specified on the MSDS for that product.
5. Personal hygiene practices by all workers in compliance with applicable regulations shall be enforced by the Contractor:
 - a.) No eating, drinking, or use of tobacco shall be allowed in the work area. The Contractor shall provide a clean space, separated from the work area, for eating and drinking purposes.
 - b.) Disposable clothing, such as TYVEK suits, and other personal protective equipment (PPE) must be donned prior to entering the work area. Disposable suits shall be used once, then shall be properly discarded.
 - c.) All workers must wash upon leaving the work area in a wash facility provided by the Contractor. Wash facility will consist of, at least, running potable water, towels, and a HEPA vacuum. Upon leaving the work area, each worker will wash and dry face and hands, HEPA vacuum clothes, and remove and dispose of the work suit as contaminated waste.

F. CONTROL OF EMISSION AND DUST

1. When handling/abating lead-contaminated building components outdoors, Contractor shall spread a minimum 10 mil polyethylene sheet beneath the work area under the component to be removed. The drop cloth shall extend a minimum of 3 ft. from the wall for every 10 ft. of vertical distance involved in the work. Lateral distance along the wall should match this distance on either side of the work area.
2. Minimize creation of lead-contaminated dust and airborne particles by using methods and procedures that create the least amount of dust.
3. When working with lead-painted surfaces, Contractor shall exercise care to avoid dislodging any flaking paint from the substrate.
4. Plastic drop cloths, contaminated paper towels, and other dust and debris generated during the abatement shall be carefully folded into the plastic sheeting to avoid shaking dust from the surface. Folded plastic sheeting shall be deposited for temporary storage and testing in a disposal bag.

G. AIR MONITORING AND INSPECTION

1. The Contractor shall be responsible for compliance air monitoring of his workers, per OSHA regulation and as detailed in the Lead Safety and Health Plan.
2. Personal air samples representative of a full shift including at least one sample for each job classification in each work area either for each shift or for the shift with the highest exposure level shall be collected and analyzed. Air samples should be taken in accordance with NIOSH Method 7082, or equivalent.
3. Worker exposure levels shall be evaluated with respect to the OSHA Action Level (30 $\mu\text{g}/\text{m}^3$) and the Permissible Exposure Level (50 $\mu\text{g}/\text{m}^3$) as 8-hour Time-Weighted Averages. If measured exposure levels (IFB 19-003/JW), Demolition of Hangar No. 3 at Jack Brooks Regional Airport

exceed the criteria set for respiratory protection and personal protection of workers, the Contractor shall stop work, shall notify the Owner's Representative, shall attempt to correct and control the operation to reduce the elevated contamination dust levels.

4. After Contractor has completed final clean-up, and performed a visual inspection, the Consultant will perform a detailed visual inspection. All surfaces will be examined for the presence of dust or debris, especially flat surfaces. If dust or debris is found, Contractor shall re-clean the entire work area and a repeat of the detailed visual inspection will occur.

H. CLEANING SOLUTIONS

1. Contractor shall provide solution containing at least one ounce of five percent trisodium phosphate per each gallon of water.

I. DISPOSAL

1. Disposal bags shall be, as a minimum, individual, 6 mil thick, leak-tight, manufactured polyethylene bags.
2. Polyethylene wrap shall be 6 mil and 10 mil polyethylene sheeting.
3. Disposal drums shall meet US Department of Transportation (DOT) regulations for disposal of respective waste(s) generated.
4. Disposal labels shall identify waste materials (before TCLP testing.) Hazardous wastes shall be identified as such in compliance with RCRA regulations for hazardous materials.

J. CLEAN UP OF WORK AREA

1. Clean-up shall be performed by contractor as follows:
 - a. After the demolition work has been completed, remove all debris and dispose of it in designated containers.
 - b. Deposit all lead-contaminated waste, including sealing tape, plastic sheeting, mop heads, sponges, filters, and disposable clothing, etc. in double plastic bags, at least 6 mil thick or single 10 mil thick, and seal the bags.
 - c. After vacuum cleaning, phosphate wash concrete surface in the work area with a solution containing at least 1 ounce of 5 percent trisodium phosphate to each gallon of water.
 - d. After floor washing has dried, HEPA vacuum clean surfaces until no visible residue remains.

K. WASTE DISPOSAL

1. The Contractor shall remove daily all lead waste from the work area.
2. The Contractor shall be responsible for removing, controlling, waste materials, all treated as hazardous waste until classification through testing is completed. This includes not only solid wastes but also waste water generated from interim and final clean-up.
 - a. During the actual demolition, the Contractor shall not leave debris in the work area or adjacent property, incinerate debris, dump waste into landfills, or introduce lead-contaminated water into storm or sanitary sewers.
3. For disposal of waste materials, the requirements of the Resource Conservation and Recovery Act (RCRA) as well as applicable state and local solid waste plan requirements shall be complied with.
 - a. Testing of lead-contaminated waste materials per the US EPA's Toxicity Characteristics Leaching Procedure (TCLP) will be conducted.
 - b. If the TCLP results equal or exceed 5.0 mg/l of lead, the waste must be handled as hazardous waste, to be transported to a licensed treatment, storage, and disposal facility (TSDF).
 - c. If the TCLP results are below the regulatory threshold of 5.0 mg/l, the wastes are not considered as being hazardous and can be disposed of as construction debris.

d. Results of TCLP testing and analysis will be submitted to the Consultant before disposal of the particular waste stream.

e. The following waste materials will be tested to determine whether or not they are hazardous wastes:

- 1.) Lead paint chips
- 2.) Waste water
- 3.) Dust from HEPA filters and from damp sweeping
- 4.) Plastic sheets, duct tape, or tape used to cover floors and other services during the demolition activities
- 5.) Rags, sponges, mops, HEPA filters, respirator cartridges, scrapers, and other materials used for cleanup
- 6.) Disposable work clothes and respirator filters
- 7.) Any other items contaminated with lead-based paint

f. Non-hazardous solid wastes shall be placed in double (6 mil) or single (10 mil) polyethylene bags that are air tight and puncture resistant.

- 1.) The Contractor shall contain and properly dispose of all liquid waste, including lead-dust contaminated wash water.
- 2.) Exteriors of all containers and disposal bags shall be HEPA vacuumed prior to their removal from the work area and shall be wet wiped. Containers and bags should then be moved into the designated storage area.
- 3.) The Contractor shall carefully place the containers into a truck or dumpster used for disposal.

g. Disposal of Hazardous Waste (as determined by analytical testing): The Contractor shall be required to comply with the RCRA regulations.

- 1.) Lead-contaminated debris shall not be stored in the work area while awaiting testing and removal. A temporary hazardous waste storage area shall be designated and managed for storage, in compliance with all federal, state, and local regulations.
- 2.) Waste containers used will comply with EPA and DOT regulations for containers used in storing and hauling hazardous wastes.
- 3.) If the Contractor is not a certified hazardous waste transporter, a subcontract shall be entered into with a certified transporter to move the hazardous wastes. The third party hauler shall be required to follow RCRA regulations, and all manifestation of the transport and disposal of the hazardous wastes shall be completed and submitted to the Owner's Representative.
- 4.) Copies of transport and disposal manifests shall be submitted to the Owner's representative for distribution to Owner's Project Management team and Environmental Management and Hazardous Waste Program.

L. POST ABATEMENT SUBMITTALS

1. The Contractor shall provide a total of 5 copies of each submittal. The submittals will be provided to the Owner's Representative for distribution to Owner's Project Management team, and Environmental Management and Hazardous Waste Program. Each set of submittals will be bound using three-hole punch paper.

2. The Contractor shall submit to the Owner's Representative copies of all manifests for the transportation and disposal of solid and hazardous wastes generated.

3. The Contractor shall submit to the Owner's Representative copies of all records indicating that the demolition work has been performed in compliance with applicable regulation and these specifications.

General Notes

1. Demolition work includes the complete wrecking of structures and the removal and disposal of all demolished materials.
2. Contractor to coordinate the shut-off, capping and continuation of utility services as required.
3. Buildings and other structures to be demolished will be vacated and discontinued in use prior to the start of the work.
4. The Owner assumes no responsibility for the actual condition of structures to be demolished.
5. Conditions existing at the time of inspection for bidding purposes will be maintained by the Owner insofar as practicable. However, variations within the structure may occur by Owner's removal and salvage operations prior to the start of the demolition work.
6. Storage or sale of removed items on the Project Site will not be permitted.
7. The use of explosives will not be permitted.
8. Conduct demolition operations and the removal of debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.
9. Ensure the safe passage of persons around the area of demolition. Conduct operations to prevent injury to adjacent buildings, structures, other facilities, and persons.
10. Promptly repair damages caused to adjacent facilities by demolition operations at no cost to the Owner.
11. Maintain existing utilities indicated to remain, keep in service, and protect against damage during demolition operations.
12. Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary service during interruptions to existing utilities, as acceptable to the governing authorities.
13. The Contractor will disconnect and seal the utilities serving each structure to be demolished, prior to the start of demolition work, upon written request of the Owner. Reconnect services to buildings or portion of buildings as required.
14. Use water sprinkling, temporary enclosures, and other suitable methods to limit the amount of dust and dirt rising and scattering in the air to the lowest practicable level.
15. Comply with the governing regulations pertaining to environmental protection.
16. Do not use water when it may create hazardous or objectionable conditions such as ice, flooding and pollution.
17. Clean adjacent structures and improvements of all dust, dirt and debris caused by demolition operations, as directed by the Engineer or governing authorities. Return adjacent areas to condition existing prior to the start of the work.
18. Demolish buildings completely and remove from the Project Site. Use such methods as required to complete the work within the limitations of governing regulations.

- 19.** Small structures may be removed intact when acceptable to the Engineer and approved by the authorities having jurisdiction.
- 20.** Proceed with demolition in a systematic manner, from the top of the structure to the ground. Complete demolition work above floor before disturbing any of the supporting members on ground level.
- 21.** Demolish concrete and masonry in small sections.
- 22.** Remove structural framing members and lower to ground by means of hoists, derricks, or other suitable methods.
- 23.** Locate demolition equipment throughout the structure and remove materials so as not to impose excessive loads to walls, floors or framing to remain.
- 24.** Remove from the Project Site all debris, rubbish and other materials resulting from demolition operations.
- 25.** After grading is complete, the site shall be cleaned of all construction debris 2" diameter and larger.
- 26.** Burning of removed materials from demolished structures will not be permitted on the Project Site.

Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Name & Number: IFB 19-003/JW, Demolition of Hangar No. 3 at Jack Brooks Regional Airport

Bidder's Company/Business Name: GADV Inc dba L&L General Contractors

Bidder's TAX ID Number: XXXXXXXXXX

Contact Person: McClain McDonald **Title:** Vice President

Phone Number (with area code): 409-796-1344

Alternate Phone Number if available (with area code): 409-796-1301

Fax Number (with area code): 409-796-1341

Email Address: landlinc@att.net

Mailing Address (Please provide a physical address for bid bond return, if applicable):

11988 FM 365
 Address
Beaumont, Texas 77705
 City, State, Zip Code

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): #1 _____, #2 _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

GADV Inc dba L&L General Contractors

 Company Name

11988 FM 365

 Address

Beaumont Texas 77705

 City State Zip



 Signature of Person Authorized to Sign

McClain McDonald

 Printed Name

Vice President

 Title

For clarification of this offer, contact:

McClain McDonald

 Name

409-796-1344 409-796-1341

 Phone Fax

landlinc@att.net

 E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. 19-033/JW, Demolition of Hangar No. 3 at Jack Brooks Regional Airport. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Bidder proposes to furnish all labor, material and equipment, and to perform all work necessary for the demolition of Hangar No. 3 at the Jack Brooks Regional Airport in accordance with drawings and specifications prepared by Fittz & Shipman, Inc. for the following sum:

Total Bid Amount:	\$	<u>99,500.00</u>
Total Bid Amount Written in Words:		
<u>Ninety Nine Thousand Five Hundred</u>	dollars and	<u>00</u> /100

Bidder has examined the bid specifications and the nature and kind of work to be performed and is informed of all local conditions and other things that might affect the cost or difficulty of performing the Work, and Bidder represents and warrants that Bidder has experience in the use of materials and methods of performance specified, and that Bidder and will do the Work and construct the improvements with the specified materials as contemplated and indicated by the Drawings and Specifications.

Upon receipt of notice of acceptance of bid, Bidder agrees to execute the Contract within 10 (ten) days after such notice, deliver Performance and Payment Bonds for the faithful performance of the Work, to begin work on or before the date of commencement of the Work established in the Notice to Proceed, and to complete the Work in **(30) calendar days.**

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project on or before the date of completion shown on the "Notice to Proceed". Bidder further agrees to pay as liquidated damages, the sum of **\$100.00** for each consecutive calendar day thereafter.

Acknowledgment of Addenda (if any):

Addendum 1	<u>XX</u>	Date Received	<u>1-30-2019</u>
Addendum 2	<u>XX</u>	Date Received	<u>2-1-2019</u>
Addendum 3	<u> </u>	Date Received	<u> </u>

Bidder Shall Return Completed Form with Offer.

Note :

1. This proposal does not include any monitoring fees for Total Safety. It was determined at the Pre-Bid Meeting the County would cover any of the monitoring costs.
2. This proposal does not include any medical blood work/monitoring.

Signature Page

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?..... Yes No

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

GADV Inc dba L&L General Contractors
Bidder (Entity Name)


Signature

11988 FM 365
Street & Mailing Address

McClain McDonald
Print Name

Beaumont, Texas 77705
City, State & Zip

2-11-2019
Date Signed


409-796-1344
Telephone Number

409-796-1341
Fax Number

landlinc@att.net
E-mail Address

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 <input type="checkbox"/> Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: small;">(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.)</p>		
<p>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center; margin-left: 100px;">_____</p> <p style="text-align: center; font-size: small;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>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 named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>C. Is the filer of this questionnaire employed by 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?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p>4</p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">  _____ Signature of vendor doing business with the governmental entity </div> <div style="text-align: center;"> 2-11-2019 _____ Date </div> </div>		

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		OFFICE USE ONLY
1	Name of Local Government Officer	Date Received
2	Office Held	
3	Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code	
4	Description of the nature and extent of employment or other business relationship with vendor named in item 3	
5	<p>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</p> <p>Date Gift Accepted Description of Gift</p> <p>Date Gift Accepted Description of Gift</p> <p>Date Gift Accepted Description of Gift</p> <p style="text-align: center;">(attach additional forms as necessary)</p>	
6	<p>AFFIDAVIT</p> <p>I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Signature of Local Government Officer</p> <p>ATTIX NOTIARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.</p> <p>_____ Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath</p>	

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
 Yes No

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

- Yes No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
- Yes No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
- Yes No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant's organization)?
- Yes No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?
- Yes No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
- Yes No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your bid. If necessary, please use a separate sheet to answer the above questions.

McClain McDonald
Printed Name of Authorized Representative


Signature

Vice President
Title

2-11-2019
Date

Bidder Shall Return Completed Form with Offer.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
 Yes No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: To Be Determined HUB: Yes No

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: _____
Street City State Zip

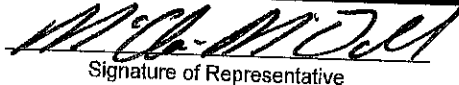
Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

McClain McDonald

Printed Name of Contractor Representative



Signature of Representative

2-11-2019

Date

Printed Name of HUB

Signature of Representative

Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

Yes No

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
 Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: \$_____ Total HUB Subcontract(s): \$_____

Construction HUB Goals: 12.8% MBE: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Texas Bldg & Procurement Comm. Texas Unified Certification Prog.

Address: _____
 Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$_____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

**All HUB Subcontractor Participation may be verified with the
HUB Subcontractor(s) listed on Part I.**

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- All subcontractors to be utilized are "Non-HUBs." (Complete Part III)
- HUBs were solicited but did not respond.
- HUBs solicited were not competitive.
- HUBs were unavailable for the following trade(s):
- Other: Unable to award this prior to bid due date

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? Yes No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: To Be Determined at a Later Date

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____

Street
City
State
Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____

Street
City
State
Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

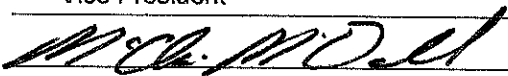
Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): McClain McDonald

Title: Vice President

Signature: 

Date: 2-11-2019

E-mail address: landlinc@att.net

Contact person that will be in charge of invoicing for this project:

Name (print or type): Same as above

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

- I certify that GADV Inc dba L&L General Contractors [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.
- I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ (city and state).

Taxpayer Identification Number (T.I.N.):	26-3262015
Company Name submitting bid/proposal:	GADV Inc dba L&L General Contractors
Mailing address:	11988 FM 365, Beaumont, Texas 77705
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**
38625-000-100-000-8	11988 FM 365, Beaumont, Texas 77705
053300-000 / 024200-000	TR2 S1 AC of W 3 AC OF LT 6 BLK 5 Port Acres Abstract 53300
700000-000-355565-0000-6	11988 FM 365, Beaumont, Texas 77705

* This is the property amount identification number assigned by the Jefferson County Appraisal District.
 ** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

House Bill 89 Verification

I, McClain McDonald, the undersigned representative of (company or business name) GADV Inc dba L&L General Contractors (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

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

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

McClain McDonald
Signature of Company Representative

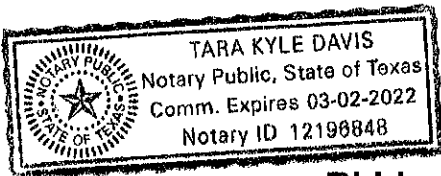
2-11-2019
Date

On this 11th day of February, 2019, personally appeared

McClain McDonald, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

Tara K Davis
Notary Signature



2-11-2019
Date

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF Texas COUNTY OF Jefferson

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas,

on this day personally appeared McClain McDonald, who
(name)

after being by me duly sworn, did depose and say:

"I, McClain McDonald am a duly authorized officer of/agent
(name)
for GADV Inc dba L&L General Contractors and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said GADV Inc dba L&L General Contractors.
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: GADV Inc dba L&L General Contractors
11988 FM 365, Beaumont, Texas 77705

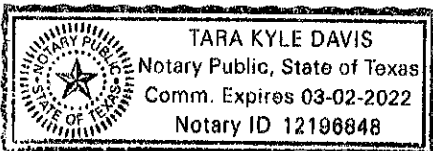
Fax: 409-796-1341 Telephone# 409-796-1344

by: McClain McDonald Title: Vice President
(print name)

Signature: *McClain McDonald*

SUBSCRIBED AND SWORN to before me by the above-named _____ on

this the 11 day of FEBRUARY, 2019.



Tara Kyle Davis
Notary Public in and for
the State of TX

Bidder Shall Return Completed Form with Offer.

Sample Contract

This agreement made this [Date] day of [Month] , 2019, by and between the County of Jefferson, Texas represented by the County Judge, party of the first part, and [Contractor/Vendor Name] his/their executors, administrators, heirs, successors or assigns, the Contractor, party of the second part.

WHEREAS, the County desires to enter into a contract for **Invitation for Bid (IFB 19-003/JW), Demolition of Hangar No. 3 at Jack Brooks Regional Airport** as shown and described in the Contract Documents (to include plans, drawings, specifications, addenda, special provisions, and this Contract documents itself) included herein, and

WHEREAS, the Contractor has been engaged in and now does such work and represents that he is fully equipped, competent and capable of performing the desired and herein outlined work and is ready and willing to perform such work in accordance with the unit prices listed herein and the provisions of the herein included in the Contract Documents, and special provisions now

WITNESSETH: That for and in consideration of the unit prices listed herein, a part of this contract, the Contractor agrees to do, at his own proper cost and expense, all the work necessary for project completion as shown and described in the plans and in accordance with the provisions of the plans, drawings, specifications, addenda, and special provisions which are a part of this contract.

CONTRACTOR'S REPRESENTATIONS:

In order to induce Jefferson County to enter into this Agreement, Contractor makes the following representations:

Contractor has examined and carefully studied the Contract Documents (including plans, drawings, specifications, addenda, special provisions) identified in the Bidding Documents.

Contractor has visited the Site and/or become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.

Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

Contractor is aware of the general nature of any work to be performed by Jefferson County and the others at the Site that relates to the Work as indicated in the Contract Documents.

Contractor has given Jefferson County written notice of all conflicts, errors, ambiguities, or discrepancies that contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer or Purchasing Department is acceptable to the Contractor.

The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

LIQUIDATED DAMAGES:

Contractor and Jefferson County recognize that time is of the essence of this Agreement and that Jefferson County will suffer financial loss if the Work is not completed within the times specified in the bid specifications and this above, plus any extensions thereof allowed in accordance with bid specifications. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Jefferson County if the Work is not completed on time. Accordingly, instead of requiring any such proof, Jefferson County and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Jefferson County **\$100.00** for each day that expires after the time specified in Notice to Proceed.

CONTRACT PRICE:

Jefferson County shall pay Contractor the lump sum amount of \$ [Contract Amount Here] for completion of the Work in accordance with Contract Documents including plans, specifications, addenda, and special provisions for Project: (IFB 19-003/JW), Demolition of Hangar No. 3 at Jack Brooks Regional Airport.

All specific cash allowances are included in the above price and have been calculated in accordance with bid specifications and addenda (if applicable).

CONTRACT TIMES:

Time for completion of this contract shall be calculated beginning on the effective date given in the Notice to Proceed.

The work to be constructed under this contract shall be completed in (30) working days.

The County, in consideration of the full and true performance of said work by the Contractor, hereby agrees and binds itself to pay the Contractor for the quantities of work performed in compliance with this contract at the respective unit prices set forth herein, subject to adjustment as herein provided. The following items of work and respective unit prices are those contained in the original proposal and are a part of this contract. The County limits its obligation hereunder to the funds available.

The Contractor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement, or in compensation for services in connection therewith, any brokerage commission or percentage upon the amount receivable by him hereunder; and that he has not in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission or percentage; and that all moneys payable to him hereunder are free from all obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the County or for deduction from any sum due or to become due thereunder an amount equal to any brokerage commission or percentage so paid or agreed to be paid or both.

In the employment of labor in the performance of this contract, preference shall be given, other conditions being equal, to honorably discharged service personnel, but no other preference or discrimination among citizens of the United States shall be made.

It is acknowledged and agreed by the parties hereto that this contract is the full and complete contract for the construction of the work called for and described herein.

IN WITNESS WHEREOF, the parties hereto have set their hands the date herein named.

COUNTY OF JEFFERSON

Party of the First Part

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs hereto approved and authorized by the Commissioners' Court of Jefferson County:

By: _____
Jeff R. Branick, County Judge

RECOMMENDED FOR EXECUTION:

Billy J. Smith, Jr., President
Fittz & Shipman, Inc. / Consulting Engineer

CONTRACTOR

Party of the Second Part

By: _____
Printed Name & Title

Signature

Firm/Company Name

ATTEST: _____ DATE: _____
Carolyn L. Guidry, County Clerk



Building HEROES. Protecting HEROES.

TECHNICAL SPECIFICATIONS

FOR:

**Jack Brooks Regional Airport – Hangar #3
4875 Parker Drive
Beaumont, Texas
Asbestos/Lead Abatement Project**

PREPARED FOR:

**Jefferson County – Jack Brooks Regional Airport
4875 Parker Drive
Beaumont, Texas 77705**

PREPARED BY:

**Total Safety U.S., Inc.
365 Hwy 365
Port Arthur, Texas 77640**

By: _____

Daniel R. Ward
DSHS Consultant License No. 10-5479
DSHS Agency License No. 10-0489

December 2018
Project No.: 6079122

SECTION 01013 - SUMMARY of WORK (ASBESTOS/LEAD)

PART 1 – GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 PROJECT/WORK IDENTIFICATION:

- A. Except as otherwise expressly provided herein, Contractor shall supply all labor, supervision, installed and consumable materials, equipment, tools, services, testing devices, warehousing, and each and every item of expense necessary for the supply, fabrication, erection, installation, application, handling, hauling, unloading and receiving, construction, evaluation, design engineering, testing, and assembly of the abatement of asbestos/lead-containing/contaminated materials at the **Jack Brooks Regional Airport – Hangar #3 located at 4875 Parker Drive in Beaumont, Texas** herein called the Work.
- B. The Work described herein shall include furnishing all labor, materials, equipment, services, insurance, safety equipment, supplies, and incidentals which are necessary or required to clean up all disturbed asbestos/lead-containing materials at the worksite, including airborne /lead fibers to the levels indicated herein. Further, this work shall include packing, handling, transporting, and disposing of disturbed asbestos/lead-containing materials in an appropriate landfill, as required by law.
- C. The Asbestos/Lead Abatement Contractor shall comply with these plans and specifications, their intent, and any requirements set forth by Federal, State or local agencies having jurisdiction over this project.
- D. **Quantities: Quantities, if given in the specifications and/or on the Drawings, are approximate. The contractor shall be solely responsible for all quantities of materials specified for removal or clean up.**
- E. Contract Documents: Related requirements and conditions that are indicated on the Contract Documents include, but are not necessarily limited to the following:
1. Applicable codes and regulations.
 2. Notices and permits.
 3. Existing site conditions and restrictions on use of the site.
 4. Work performed prior to work under this Contract.
 5. Alterations and coordination with existing work.
 6. Work to be performed concurrently by the Owner.
 7. Work to be performed concurrently by separate contractors.
 8. Alternates.
 9. Allowances.
 10. Pre-purchased material/equipment for Contract, with purchase price included in the Contract Sum.
 11. Pre-purchased subcontracts for the Contract, with subcontract amounts included in the Contract Sum.
 12. Requirements for partial Owner occupancy prior to substantial completion of the Contract Work.

- F. **Summary by References:** Work of the Contract can be summarized by references to the Contract, General Conditions, Supplementary Conditions, Specification Sections, Drawings, addenda and modifications to the Contract Documents issued subsequent to the initial printing of this project manual and including but not necessarily limited to printed material referenced by any of these. Work of the Contract is also unavoidably affected or influenced by governing regulations, natural phenomenon including weather conditions and other forces outside the contract documents.
- G. **Abbreviated Written Summary:** Briefly and without force and effect upon the contract documents, the work of the Contract can be summarized as follows:
- H. **The Work includes the removal of asbestos/lead-containing materials in select areas of the structure according to the requirements of the following specification sections in the sequence indicated:**
- I. **General and Administrative Requirements:** are set forth in the following specification sections:
1. 01013 - Summary of Work (Asbestos/Lead)
 2. 01043 - Project Coordination
 3. 01091 - Definitions and Standards
 4. 01301 - Submittals
 5. 01701 - Project Closeout
- J. **Abatement Work Requirements:** are set forth in the following specification sections, listed here according to the sequence of the work:
1. 01092 - Codes, Regulations and Standards: sets forth governmental regulations and industry standards which are included and incorporated herein by reference and made a part of the specification. This section also sets forth those notices and permits which are known to the Owner and which either must be applied for and received, or which must be given to governmental agencies before start of work.
 2. 01503 - Temporary Facilities: sets forth the support facilities needed such as electrical and plumbing connections for the decontamination unit and office space for the Project Administrator.
 3. 01526 - Temporary Enclosures - details the requirements for the sheet plastic barriers isolating the work area from the balance of the building.
 4. 01563 - Decontamination Units - explains the setup and operation of the personnel and material decontamination units.
 5. 01513 - Temporary Pressure Differential and Air Circulation System - sets forth the procedures to set up pressure differential isolation and ventilation of the work area.
 6. 01560 - Worker Protection - describes the equipment and procedures for protecting workers against asbestos/lead contamination and other workplace hazards except for respiratory protection.
 7. 01562 - Respiratory Protection - sets forth the procedures and equipment required for adequate protection against inhalation of airborne asbestos/lead fibers.
 8. 02084 - Disposal of Asbestos/Lead Containing Waste Material
- K. **Decontamination of the Work Area:** after completion of abatement work is described in the following sections:

1. 01712 - Cleaning and Decontamination Procedures: sets forth procedures to be used on contaminated objects and rooms which are not part of an abatement work area.
2. 01711 - Project Decontamination: describes the sequence of cleaning and decontamination procedures to be followed during removal of the sheet plastic barriers isolating a work area.
3. 01714 - Work Area Clearance: describes the analytical methods used to determine if the work area has been successfully cleaned of contamination.
4. 01701 - Project Closeout: details the closeout procedures to end the project once abatement work is complete including final paperwork requirements.

1.3 SCOPE OF WORK (SPECIFIC)

ASBESTOS-CONTAINING MATERIALS

MATERIAL	LOCATION	AMOUNT
<i>Window/Door Caulking Glazing</i>	<i>Northwest Wall Southeast Wall Northeast Entry Panels</i>	<i>52 Windows 1 Entry Door</i>

LEAD-BASED PAINT

MATERIAL	LOCATION	AMOUNT
<i>Metal Beams</i>	<i>Throughout Structure</i>	<i>Throughout</i>
<i>Interior Panels</i>	<i>Throughout Structure</i>	<i>Throughout</i>
<i>Door Frame</i>	<i>Northeast Corner</i>	<i>One Entry Door</i>

1.4 SCOPE OF WORK (GENERAL)

- A. Protect and isolate, as required, all building systems and appurtenances affected or traversing through and contained within the work area.
- B. Seal all penetrations, chases, cavities and voids, etc. prior to the removal of any asbestos/lead-containing/contaminated material.
- C. All final air asbestos clearance samples shall be analyzed by Phase Contrast Microscopy (PCM) as outlined in Section 01714.

1.5 SPECIAL REQUIREMENTS

- A. The Asbestos/Lead Abatement Contractor is reminded that he is responsible for inspecting and removing any known or suspected asbestos/lead-containing materials within the work areas. **The contractor shall adhere to the following, if applicable:**
 1. In areas regulated for asbestos/lead abatement work, a pressure measuring device such as a manometer with strip recorder or equivalent shall be used to document the pressure differential in the regulated areas.

2. In areas regulated for asbestos/lead abatement work, all water sprayers shall be airless, or other type low pressure sprayer, for amended water application.
3. Transportation equipment, as required, shall be suitable for loading, temporary storage, transit, and unloading of contaminated waste to minimize exposure to persons or reduce the potential of release to the environment.
4. Any damage to adjacent property, including but not limited to walls, furnishings, etc., shall be repaired or replaced at the Contractor's expense. Owner shall make the decision whether damaged items may be repaired or shall be replaced.
5. It shall be in intent of the plans and specifications that all asbestos/lead-containing materials that could be hazardous to the health or welfare of the building occupants, visitors, or the general public be removed. This shall be accomplished in a manner consistent with present engineering practices to reduce the hazards or potential for hazards to building occupants, visitors, contractor personnel, and the general public.
6. Once differential pressure has been established:
 - a) Contractor shall have at least one representative posted at the site on a 24-hour basis.
 - b) Contractor is solely responsible for security of the project site.
 - c) No site is to be left unattended.
 - d) Attendants shall have the ability to effectively communicate the inherent dangers of the project, and be qualified, capable, and equipped to enter the containment (licensed as an asbestos/lead abatement supervisor by the Texas Department of Health).
 - e) The security guard(s) will be trained and familiar with building systems, including but not limited to, water turn-off points, electrical equipment, etc.
 - f) There will be no additional payments for security guards.
 - g) Security attendants are to make periodic inspections of the work area, and shall not be allowed to sleep while on duty.
7. Any non-asbestos/lead workers used for construction shall be identified in such a way as to identify them as non-asbestos/lead workers. This may be accomplished with a certain colored hard hat, or badge that the worker wears in plain sight. These workers shall not be allowed in regulated areas.
8. This abatement project will be conducted with respiratory protection in full accordance with all regulatory requirements including but not limited to the OSHA regulations. Any required sampling of Contractor personnel will be conducted by a qualified person supplied by the Contractor who will also be responsible for determining the appropriate level of respirator protection for the Contractor's employees.
9. The consultant shall be responsible for establishing the level of respiratory protection for the Consultant's employees and other non-contractor personnel. The contractor shall indemnify and hold harmless the Consultant and the Owner against any claims relating to respiratory protection.
10. Contractor is responsible for the security of Consultant's equipment while on site. Therefore, Contractor shall repair or replace any equipment of Consultant's that is damaged or stolen while on the job-site. Consultant shall hold harmless Owner claims by Consultant or other party.

1.6 CONTRACTOR USE OF PREMISES:

A. Use of the Site:

1. Confine operations at the site to the areas permitted under the Contract.
2. Portions of the site beyond areas on which work is indicated are not to be disturbed.

3. Conform to site rules and regulations affecting the work while engaged in project construction.
4. Do not unreasonably encumber the site with materials or equipment.
5. Confine stockpiling of materials and location of storage sheds to the areas indicated. If additional storage is necessary obtain and pay for such storage off site.
6. Lock automotive type vehicles, such as passenger cars and trucks and other mechanized or motorized construction equipment, when parked and unattended, so as to prevent unauthorized use. Do not leave such vehicles or equipment unattended with the motor running or the ignition key in place or accessible to unauthorized persons. Owner shall not be responsible for any thefts.
7. Smoking or open fires will not be permitted within the building enclosure or on the premises.
8. Use of existing toilets within the building, by the Contractor and his personnel, shall not be permitted. Contractor must provide portable toilet. Portable toilets shall be kept clean at all times.

1.7 OWNER OCCUPANCY:

A. Partial Owner Occupancy:

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

1.8 SUBMITTALS

A. Before the Start of Work, submit the following to the Owner's Representative for review:

1. Plan of Action:
 - a) Submit as a written report.
 - b) The work plan must address the number of workmen of the various trades that will man the job, the number of shifts and the number of days in the week that the work will be accomplished within the contract period.
2. Work Progress Schedule:
 - a) Within five working days after Contractor's receipt of the Notice-to-Proceed, if requested by Owner, the Contractor shall submit in triplicate to the Owner and the Owner's Representative for review, an estimated progress schedule for starting and completing the various classifications of construction.
 - b) The schedule shall be in such form and detail as directed by the Owner and copies, as required, shall be submitted to the Owner for approval simultaneously with the Owner's Representative.
 - c) The Work Progress Schedule shall be updated as directed by the Owner.
3. Inspection:
 - a) Report on inspection carried out as required by this section. Include copies of all photographs, video tapes, etc. Submit in the same manner as product data.

1.9 INTERRUPTION OF SERVICES AND FUNCTIONS DISCONNECTION, MOVING RECONNECTION REINSTALLING UTILITIES AND APPURTENANCES

1. Overtime for Utility Work:
 - a) When work is required by the Contractor during the utility tie-ins (or correction of Contractor's damage to existing utilities), the Physical Plant personnel must be involved. This work shall be coordinated with them for their availability.
2. Temporary Services Expenses:
 - a) The Contractor shall bear all expenses for temporary services required at any time during the course of the project.

1.10 SCHEDULE OF WORK

- a) If the completion of the work is not on schedule, the Contractor shall provide a work plan and implement his best efforts to get back on and meet the schedule by increasing manpower and/or schedule.
- b) If the completion of the Work is not on schedule as specified in the section of the specifications and professional judgment of the Owner and Consultant cannot be put back schedule by increasing manpower, the Contractor shall immediately use the best efforts to (in addition to increased manpower, if necessary) increase the hours and/or days worked (i.e. add shifts). Additional costs associated with such manpower/shifts shall be at no additional cost to Owner. Additionally, it is understood that additional shifts will require additional work for the Consultant, the additional cost of which shall be borne by the Contractor at a cost of \$100 per field technician hour. TEM analysis will be charged at \$200 per sample for 24-hour turnaround for additional samples other than the first set of samples. Overtime work is not to be confused with liquidated damages, as set forth in the Supplementary Conditions to the contract.

1.11 CONDITIONS AND RISKS OF WORK

- A. Contractor represents that Contractor has carefully examined the drawings and specifications for the Work and has fully acquainted itself with and understands all other conditions relevant to the Work, and its surroundings, and Contractor assumes the risk of such conditions and will, regardless of such conditions, the expense, difficulty of performing the Work, or negligence, if any, of the Owner or Consultant, fully complete the Work for the stated Contract Price without further recourse to the Owner or Consultant.
- B. Information on the site of the Work and local conditions at such site furnished by Owner or Consultant in specifications drawings or otherwise is not guaranteed by Owner or Consultant and is furnished only for the convenience of Contractor.

1.12 PLAN OF ACTION:

- A. No later than three days prior to the preconstruction meeting submit a detailed plan of the procedures proposed for use in complying with the requirements of this specification. The plan must be approved by the Owner's Representative prior to commencement of work. The plan should include:
 1. Location and layout of decontamination areas.
 2. The sequencing of asbestos/lead work.
 3. The interface of trades involved in the performance of work.
 4. Methods to be used to assure the safety of building occupants and visitors to the site.

5. Disposal plan including location of approved disposal site.
6. Detailed description of the methods to be employed to control pollution.
7. Use of portable HEPA ventilation system.
8. Closing out of the building's HVAC system.
9. Method of removal to prohibit visible emissions in work area.
10. Packaging of removed asbestos/lead debris.

1.13 INSPECTION:

A. Prior to commencement of work:

1. Inspect areas in which work will be performed.
2. Prepare a listing of damage to structure, surfaces, equipment or of surrounding properties which could be misconstrued as damage resulting from the work.
3. Photograph or videotape existing conditions as necessary to document conditions, both at the interior and exterior of the building and site (including exit ramps and parking facilities, shall be included).
4. Submit to Owner's Representative prior to starting work.

1.14 POTENTIAL ASBESTOS/LEAD HAZARD:

A. The disturbance or dislocation of asbestos/lead-containing materials may cause airborne asbestos/lead to be released into the building's atmosphere, thereby creating a potential health hazard to workmen and building occupants.

1. Apprise all workers, supervisory personnel, subcontractors and consultants who will be at the job site of the seriousness of the hazard and of proper work procedures which must be followed.
2. The Abatement Contractor and his subcontractors shall be required to sign a Certificate of Worker's Acknowledgment of hazards associated with asbestos/lead prior to entering the work area.

B. Where in the performance of the work, workers, supervisory personnel, subcontractors, or consultants may encounter, disturb, or otherwise function in the immediate vicinity of any identified asbestos/lead-containing materials take appropriate continuous measures as necessary to protect all building occupants from the potential hazard of exposure to airborne asbestos/lead. Such measures shall include the following:

1. The procedures and methods described herein.
2. Compliance with regulations of applicable federal, state and local agencies.

1.15 STOP WORK:

A. If the Owner, the Owner's Representative, or the Project Administrator presents a verbal or written stop work order immediately and automatically stop all work. Do not recommence work until authorized in writing by Owner's Representative.

B. The Owner or Consultant has the authority to stop any or all abatement activities at any time that it has been determined or is suspected that conditions are not within the specifications or an applicable regulation, or that an unsafe condition exists. The decision to stop work is solely at the discretion of the Owner or Consultant.

C. The abatement activity shall not continue until the conditions have been corrected to the satisfaction of the Owner or Consultant.

- D. Standby time occurring during a stop work condition shall be at the Contractor's expense.

1.16 INSPECTIONS

- A. The Asbestos/Lead Abatement Contractor is solely responsible for any and all site inspections, estimations of quantity of work, or recognition of unusual or special situations which may affect a timely and scheduled completion of this work. The Asbestos/Lead Abatement Contractor shall satisfy himself that the work can be completed as set forth by the specifications before starting work.
- B. Any Authorized Visitor shall have access to the worksite, materials, records, or any other relevant data specified herein and, furthermore, the Contractor shall provide proper facilities and equipment for such access and inspection.
- C. ONLY AUTHORIZED VISITORS WILL BE ALLOWED ON THE WORKSITE.

1.17 CLEARANCE TESTING

- A. Following clean-up of each work area, final clearance monitoring shall be performed by the Consultant. A final clearance of 0.01 fibers/cc by Phase Contrast Microscopy (PCM) is required for asbestos/lead.

END OF SECTION - 01013

SECTION 01043 - PROJECT COORDINATION (ASBESTOS)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 COPIES OF DOCUMENTS:

- A. Owner shall furnish to Contractor 3 copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work.
- B. Additional copies will be furnished, upon request, at the cost of reproduction.

1.3 BEFORE STARTING CONSTRUCTION:

- A. Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements.
- B. Contractor shall promptly report in writing to Owner's Representative any conflict, error or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Owner's Representative before proceeding with any Work affected thereby.
- C. Within five days after the Effective Date of the Agreement, Contractor shall submit to Owner's Representative for review:
 - 1. An estimated progress schedule indicating the starting and completion dates of the various stages of the Work;
 - 2. A preliminary schedule of Shop Drawing submissions; and
 - 3. A preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed at the time of submission.
- D. Before any Work at the site is started, Contractor shall deliver to Owner, with a copy to Engineer, certificates (and other evidence of insurance requested by Owner) which Contractor is required to purchase and maintain in accordance with these Contract Documents.

1.4 SUMMARY:

- A. This Section specifies administrative and supervisory requirements necessary for Project coordination including, but not necessarily limited to:

1. Administrative and supervisory personnel.
 2. Progress Meetings
 3. Pre-Construction Conference
 4. Daily Log
 5. Special reports.
 6. Contingency Plans
 7. Notifications to other entities at job site.
- B. Requirements for the Contractor's Construction Schedule are included in Section "Submittals."

1.5 FINALIZING SCHEDULE

- A. At least ten days before submission of the first Application for Payment, the Contractor shall submit to Owner's Representative a finalized progress schedule in accordance with these Contract Documents.
- B. The finalized progress schedule will be acceptable to Owner's Representative as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on Owner's Representative responsibility for the progress or scheduling of the Work nor relieve Contractor from full responsibility.
- C. The finalized schedule of Shop Drawing submissions will be acceptable to Owner's Representative as providing a workable arrangement for processing the submissions.
- D. The finalized schedule of values will be acceptable to Owner's Representative as to form and substance.

1.6 FAMILIARITY WITH WORK

- A. Contractor represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study and observations with the requirements of the Contract Documents.
- B. Contractor also represents that to the extent he deems necessary he has studied all surveys and investigation reports and physical conditions, and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

1.7 BUILDING INSPECTION

- A. The Contractor represents that he has thoroughly inspected the property, has familiarized himself with the proposed work, has determined that the work can be accomplished as set forth in the Contract Documents, understands and agrees to the intent of the work as set forth.

1.8 ADMINISTRATIVE AND SUPERVISORY PERSONNEL:

A. General Superintendent:

1. Provide a full-time General Superintendent who is experienced in administration and supervision of asbestos abatement and demolition projects including work practices, protective measures for building and personnel, disposal procedures, etc.
2. This person is the Contractor's "Competent Person" and Representative responsible for compliance with all applicable federal, state and local regulations, particularly those relating to asbestos-containing materials.
3. This person will be the Competent Person required by OSHA in 29 CFR 1926.1101, and shall be licensed in accordance with the Texas Asbestos Health Protection Rules.
4. This person must be on-site at all times, and may not manage more than one project at a time.
5. Experience and Training: The General Superintendent must have completed a course at an EPA Training Center or equivalent certificate course in asbestos abatement procedures, and have had a minimum of two (2) years on-the-job training in asbestos abatement procedures.
6. Competent Person: The General Superintendent is to be a Competent Person as required by OSHA in 29 CFR 1926.1101.
7. Licensed Individual: The General Superintendent is to be a licensed asbestos abatement supervisor as required by Texas Asbestos Health Protection Rules section 295.46.

1.9 PROGRESS MEETINGS:

A. General:

1. In addition to specific coordination and pre-installation meetings for each element of work, and other regular project meetings held for other purposes, Owner's Representative will hold general progress meetings as required.
2. These meeting will be scheduled, where possible, at time of preparation of payment request.
3. Require each entity then involved in planning, coordination or performance of work to be properly represented at each meeting.

1.10 PRE-CONSTRUCTION CONFERENCE:

- A. An initial progress meeting, recognized as "Pre-Construction Conference" will be convened by the Owner's Representative prior to start of any work.
- B. Meet at project site, or as otherwise directed with General Superintendent, Owner, Owner's Representative, Project Administrator, and other entities concerned with the asbestos abatement and demolition work.
- C. 72 hours advance notice will be provided to all participants prior to convening Pre-Construction Conference.
- D. This is an organizational meeting, to review responsibilities and personnel assignments and to locate the containment and decontamination areas and temporary facilities including power, light, water, etc.
- E. Procedures for handling Shop Drawings and other submittals and to establish a working understanding among the parties as to the Work will be discussed.

1.11 DAILY LOG:

- A. Daily Log: Maintain just outside the Decontamination Unit a daily log documenting the dates and time of but not limited to, the following items:
 - 1. Meetings; purpose, attendees, brief discussion;
 - 2. Visitations; authorized and unauthorized;
 - 3. Personnel, by name, entering and leaving the work area;
 - 4. Special or unusual events, i.e. barrier breaching, equipment failures, accidents;
 - 5. Air monitoring tests and test results; and
 - 6. Documentation of Contractor's completion of the following:
 - a) Inspection of work area preparation prior to start of removal and daily thereafter;
 - b) Removal of any sheet plastic barriers;
 - c) Contractor's inspections prior to spray back, lock back, encapsulation, enclosure or any other operation that will conceal the condition of asbestos-containing materials or the substrate from which such materials have been removed;
 - d) Removal of waste materials from work area;
 - e) Decontamination of equipment (list items); and
 - f) Contractors final inspection/final air test analysis.
- B. Provide two (2) copies of this log to Project Administrator on a daily basis.
- C. Submit copies of this log at final closeout of project as a project close- out submittal.

1.12 SPECIAL REPORTS:

- A. General: Except as otherwise indicated, submit special reports directly to Owner immediately upon occurrence requiring a special report, with copy to Owner's Representative and others affected by occurrence.
- B. Reporting Unusual Events:
 - 1. When an event of unusual and significant nature occurs at site (examples: failure of pressure differential system, rupture of temporary enclosures), prepare and submit a special report listing chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information.
 - 2. When such events are known or predictable in advance, notify OEHS immediately!
- C. Reporting Accidents:
 - 1. Prepare and submit reports of significant accidents, at site and anywhere else work is in progress.
 - 2. Record and document data and actions; comply with industry standards. For this purpose, a significant accident is defined to include events where personal injury is sustained, property loss of substance is sustained, or where the event posed a significant threat of loss or personal injury.
- D. Report Discovered Conditions:
 - 1. When an unusual condition of the building is discovered during the work (e.g. leaks, termites, corrosion) immediately notify OEHS.
 - 2. Prepare and submit a special report indicating condition discovered.

1.13 CONTINGENCY PLAN:

- A. Prepare a contingency plan for emergencies including fire, accident, power failure, pressure differential system failure, supplied air system failure, or any other event that may require modification or abridgment of decontamination or work area isolation procedures.
- B. Include in plan specific procedures for decontamination or work area isolation. Note that nothing in this specification should impede safe exiting or providing of adequate medical attention in the event of an emergency.
- C. Post in clean room of Personnel Decontamination Unit telephone numbers and locations of emergency services including but not limited to fire, ambulance, doctor, hospital, police, power company, telephone company, TDH, OFP, and OEHS.

1.14 NOTIFICATIONS

- A. Notify other entities at the job site of the nature of the asbestos abatement activities, location of asbestos-containing materials, requirements relative to asbestos set forth in these specifications and applicable regulations.
- B. Notify emergency service agencies including fire, ambulance, police or other agency that may service the abatement work site in case of an emergency.
- C. Notification is to include methods of entering work area, emergency entry and exit locations, modifications to fire notification or fire fighting equipment, and other information needed by agencies providing emergency services.
- D. Notifications of Emergency: Any individual at the job site may notify emergency service agencies if necessary without effect on this Contract or the Contract Sum.

1.15 SUBMITTALS

- A. Before the Start of Work: Submit the following to the Owner's Representative for review. No work shall begin until these submittals are returned with Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use or final-but-restricted use.
 - 1. Contingency Plans: for emergency actions.
 - 2. Telephone Numbers: and location of emergency services.
 - 3. Notifications: sent to other entities at the work site.
 - 4. Notifications: sent to emergency service agencies.
 - 5. Resume: of general superintendent.
 - 6. Accreditation: submit evidence in form of training course certificate of accreditation of General Superintendent as an asbestos abatement supervisor.
 - 7. Staff Names: Within 15 days of Notice to Proceed, submit a list of the Contractor's principal staff assignments, including the Superintendent and other personnel in attendance at the site; identify individuals, their duties and responsibilities; list their addresses and telephone numbers.
 - 8. Post copies of the list in the project meeting room, the temporary field office, and each temporary telephone.

END OF SECTION - 01043

SECTION 01091 - DEFINITIONS AND STANDARDS (ASBESTOS)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 SUMMARY

- A. General Explanation: A substantial amount of specification language constitutes definitions for terms found in other contract documents, including the drawings. (Drawings must be recognized as diagrammatic in nature and not completely descriptive of the requirements indicated thereon.) Certain terms used in Contract Documents are defined in this article.
- B. General Requirements: The provisions or requirements of Division-1 sections apply to entire work of Contract and, where so indicated, to other elements which are included in project.

1.3 DEFINITIONS:

- A. General: Definitions contained in this Article are not necessarily complete, but are general to the extent that they are not defined more explicitly elsewhere in the Contract Documents.
- B. Addenda: Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Bidding Documents or the Technical Specifications.
- C. Agreement: The written agreement between Owner and Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.
- D. Application for Payment: The form accepted by Owner's Representative which is to be used by Contractor in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.
- E. Approve: The term "approved," where used in conjunction with the Owner's Representative's action on the Contractor's submittals, applications, and requests, is limited to the responsibilities and duties of the Architect stated in General and Supplementary Conditions. Such approval shall not release the Contractor from responsibility to fulfill Contract Document requirements, unless otherwise provided in the Contract Documents.
- F. Bid: The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- G. Bonds: Bid, performance and payment bonds and other instruments of security.
- H. Change Order: A document recommended by the Owner's Representative, which is signed by Contractor and Owner and authorizes an addition, deletion or revision in the Work, or

- an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of Agreement.
- I. Directed: Terms such as "directed", "requested", "authorized", "selected", "approved", "required", and "permitted" mean "directed by the Owner's Representative", "requested by the Owner's Representative", and similar phrases. However, no implied meaning shall be interpreted to extend the Owner's Representative's responsibility into the Contractor's area of construction supervision.
- J. The term "experienced," when used with the term "Installer" means having a minimum of 5 previous Projects similar in size and scope to this project, and familiar with the precautions required, and has complied with requirements of the authority having jurisdiction.
- K. Furnish: The term "furnish" is used to mean "supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, and similar operations."
- L. General Superintendent: This is the Contractor's Representative at the work site. This person will generally be the Competent Person required by OSHA in 29 CFR 1926.1101.
- M. Indicated: This term refers to graphic representations, notes or schedules on the Drawings, or other Paragraphs or Schedules in Specifications, and similar requirements in Contract Documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used, it is to help locate the reference; no limitation on location is intended except as specifically noted.
- N. Install: The term "install" is used to describe operations at project site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations."
- O. Installer: An "Installer" is an entity engaged by the Contractor, either as an employee, subcontractor or sub-subcontractor for performance of a particular construction activity, including installation, erection, application and similar operations. Installers are required to be experienced in the operations they are engaged to perform.
- P. Notice of Award: The written notice by Owner, or by Owner's Representative in Owner's behalf, to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, Owner will sign and deliver the Agreement.
- Q. Notice to Proceed: A written notice given by Owner, or Owner's Representative in Owner's behalf, to Contractor (with a copy to Owner's Representative) fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform Contractor's obligations under the Contract Documents.
- R. Owner's Representative: This is the entity described as the "Environmental Consultant" or "Consultant" in all areas of these Contract documents and Technical specifications. All references to Environmental Consultant or Consultant in the Contract Documents in all cases refer to the Owner's Representative. The Owner's Representative will represent the Owner during abatement activities and until final payment is due. The Owner's Representative will advise and consult with the Owner. The Owner's instructions to the Contractor will be forwarded through the Owner's Representative.
- S. Project Administrator:

1. This is the entity described as the "Project Representative" in AIA Document A201 "General Conditions of the Contract for Construction," or is the entity described as "Engineer" in Engineers Joint Contract Document Committee (EJCDC) Document 1910-8 "Standard General Conditions of the Construction Contract."
 2. The Project Administrator is a full time representative of the Owner at the job site with authority to stop the work upon verbal order if requirements of the Contract Documents are not met, or if in the sole judgment of the Project Administrator, Owner's Representative, Owner, the interests of the Owner, safety of any person or the Owner's property are jeopardized by the work.
- T. Project Site is the space available to the Contractor for performance of the work, either exclusively or in conjunction with others performing other construction as part of the project. The extent of the project site is shown on the Drawings, and may or may not be identical with the description of the land upon which the project is to be built.
- U. Provide: The term "provide" means "to furnish and install, complete and ready for the intended use."
- V. Regulation: The term "Regulations" includes laws, statutes, ordinances and lawful orders issued by authorities having jurisdiction, as well as rules, conventions and agreements within the construction industry that control performance of the Work, whether they are lawfully imposed by authorities having jurisdiction or not.
1. Substantial Completion: The Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer as evidenced by Engineer's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part), (1) can be used for the purposes for which it is intended, (2) all pay items in the schedule of unit prices are complete, (3) all remaining work, if any, be considered by the Owner's Representative to be minor items; or if there be no such certificate issued, when final payment is due in accordance with these Contract Documents. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.
- W. Testing Laboratories: A "testing laboratory" is an independent entity engaged to perform specific inspections or tests, either at the project site or elsewhere, and to report on, and, if required, to interpret, results of those inspections or tests.
1. Work: The entire complete construction, or abatement, or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, or abatement, all as required by the Contract Documents.
- 1.4 DEFINITIONS RELATIVE TO ASBESTOS ABATEMENT:
- A. Abatement: The Procedure to control fiber release from asbestos-containing building materials. Activities include removal, encapsulation, and enclosure.
 - B. ACM: Asbestos-Containing Material.

- C. Accredited or Accreditation (when referring to a person or laboratory): A person or laboratory accredited in accordance with section 206 of Title II of the Toxic Substances Control Act (TSCA).
- D. Acoustical Insulation: The general application or use of asbestos for the control of sound due to its lack of reverberant surfaces.
- E. Acoustical tile: A finishing material in a building usually found in the ceiling or walls for the purpose of noise control.
- F. Aerosol: A system consisting of particles, solid or liquid, suspended in air.
- G. Aggressive Sampling: Air sampling which takes place after final cleanup while the air is being physically agitated to produce a "worst case" situation.
- H. Air Cell: Insulation normally used on pipes and duct work that is comprised of corrugated cardboard which is frequently comprised of asbestos combined with cellulose or refractory binders.
- I. Air Diffuser: A device designed to disperse an air stream throughout a given area.
 - 1. Air Filtration Unit (AFU): Usually refers to machines used to provide ventilation and a negative static pressure differential within a completely enclosed asbestos work area. An AFU usually consists of the following: A fan system to draw air through a special set of filters - a gross prefilter, an intermediate filter and a HEPA filter - and exhaust clean air to the outside. AFUs are rated by the amount of air that can be drawn through them in a given amount of time, which is expressed in cubic feet of air per minute (e.g. 2,000 CFM). Loaded or clogged filters can seriously affect the displacement volume capability or efficiency of these devices.
- J. Air Lock: A system for permitting ingress and egress with minimum air movement between a contaminated area and an uncontaminated area.
- K. Air Monitoring: The process of measuring the fiber content of a specific volume of air in a stated period of time.
- L. Air Plenum: Any space used to convey air in a building or structure. The space above a suspended ceiling is often used as an air plenum.
- M. Air Purifying Respirator: A respirator that relies on filters to remove a particular contaminant(s) from the ambient air. They include both negative pressure and powered respirators. No type of air purifying respirator will protect the wearer from low oxygen atmospheres.
- N. Airline Respirator: A respirator that is connected to a compressed breathing air source by a hose.
- O. Ambient Air: The surrounding air or atmosphere in a given area under normal conditions.
- P. Amended Water: Water to which a surfactant has been added to decrease the surface tension to 35 or less dynes.

- Q. Amosite; An asbestiform mineral of the amphibole group containing approximately 50 percent silicon and 40 percent iron oxide, and is made up of straight, brittle fibers, light gray to pale brown in color.
- R. Approved Landfill: A site for the disposal of asbestos-containing and other hazardous wastes that has been given EPA approval.
- S. Asbestos: The asbestiform varieties of serpentine (chrysotile), riebeckite (crocidolite), cummingtonite-grunerite, anthophyllite, and actinolite-tremolite. For purposes of determining respiratory and worker protection both the asbestiform and non-asbestiform varieties of the above minerals and any of these materials that have been chemically treated and/or altered shall be considered as asbestos.
- T. Asbestos Abatement Contractor: The Contractor designated in the contract documents as being responsible to the Owner for the control or abatement of asbestos-containing materials.
- U. Asbestos-Containing Material (ACM): Any material containing more than 1% by weight of asbestos of any type or mixture of types, as determined by the Environmental Protection Agency's Interim Method.
- V. Asbestos-Containing Building Material (ACBM): Surfacing ACM, thermal system insulation ACM, or miscellaneous ACM that is found in or on interior structural members or other parts of a building.
- W. Asbestos-Containing Waste Material: Any material which is or is suspected of being or any material contaminated with an asbestos-containing material which is to be removed from a work area for disposal.
- X. Asbestos Control: Minimizing the generation of airborne asbestos fibers until a permanent solution is developed.
- Y. Asbestos Debris: Pieces of ACBM that can be identified by color, texture, or composition, or means dust, if the dust is determined by an accredited inspector to be ACM.
- Z. Asbestos Exposure Assessment System: A decision tool which can be used to determine the extent of the asbestos hazard that exists in a building, and which can also be used to develop corrective actions.
- AA. Authorized Visitor: The Owner, the Owner's Representative, the Consultant, the Consultant's inspector or representative, or any representative of a federal, state, county or local agency having jurisdiction over the project while acting in an official capacity. Any person whose name appears upon an approved authorized visitor's list. The testing lab personnel, the Architect/Engineer, or emergency personnel.
- BB. Barrier: Any surface that seals off the work area to inhibit the movement of fibers.
- CC. Breathing Zone: A hemisphere forward of the shoulders with a radius of approximately 6 to 9 inches.
- DD. Ceiling Concentration: The concentration of an airborne substance that shall not be exceeded.

- EE. Certified Industrial Hygienist (C.I.H.): An industrial hygienist certified in Comprehensive Practice by the American Board of Industrial Hygiene.
- FF. Clean Room: An uncontaminated area or room which is part of the worker decontamination enclosure with provisions for storage of worker's street clothes and protective equipment.
- GG. Curtained Doorway: A device to allow ingress and egress from one room to another while permitting minimal air movement between the rooms, typically constructed by placing two overlapping sheets of plastic over an existing or temporarily framed doorway, and securing the vertical edge of the other sheet along the opposite vertical side of the doorway.
- HH. Decontamination Enclosure System: A series of connected rooms, with curtained doorways between any two adjacent rooms, for the decontamination of workers and of materials and equipment. A decontamination enclosure system always contains at least one airlock.
- II. Differential Air Pressure Equipment: A portable local exhaust system equipped with HEPA filtration and capable of maintaining a constant, low velocity air flow into contaminated areas from adjacent uncontaminated areas.
- JJ. Demolition: The wrecking or taking out of any building component, system, finish or assembly of a facility together with any related handling operations.
- KK. Disposal Bag: A properly labeled 6 mil thick leak-tight plastic bags used for transporting asbestos waste from work and to disposal site.
- LL. Encapsulant: A material that surrounds or embeds asbestos fibers in an adhesive matrix, to prevent release of fibers.
- MM. Bridging encapsulant: an encapsulant that forms a discrete layer on the surface of an in situ asbestos matrix.
- NN. Penetrating encapsulant: an encapsulant that is absorbed by the in situ asbestos matrix without leaving a discrete surface layer.
- OO. Removal encapsulant: a penetrating encapsulant specifically designed to minimize fiber release during removal of asbestos-containing materials rather than for in situ encapsulation.
- PP. Encapsulation: All herein specified procedures necessary to completely enclose asbestos-containing building materials to control the possible release of asbestos fibers into the air.
- QQ. Enclosure: The construction of an air-tight, impermeable, permanent barrier around asbestos-containing material to control the release of asbestos fibers into the air.
- RR. Equipment Decontamination Enclosure: That portion of a decontamination enclosure system designed for controlled transfer of materials and equipment, typically consisting of a washroom and a holding area system designed for controlled transfer of materials and equipment, typically consisting of a washroom and a holding area.
- SS. Equipment Room: A contaminated area or room which is part of the worker decontamination enclosure with provisions for storage of contaminated clothing and equipment.

- TT. Filter: A media component used in respirators to remove solid or liquid particles from the inspired air.
- UU. Fixed Object: A unit of equipment or furniture in the work area which cannot be removed from the work area.
- VV. Friable Asbestos Material: Material that contains more than 1.0% asbestos by weight and that can be crumbled, pulverized, or reduced to powder by hand pressure when dry.
- WW. Glovebag: A sack (typically constructed of 6 mil transparent polyethylene or polyvinylchloride plastic) with inward projecting long sleeve gloves, one inward projecting sleeve, an internal tool pouch, and an attached, labeled receptacle for asbestos waste. These glovebags are designed to enclose an object from which an asbestos-containing material is to be removed.
- XX. Glovebag Technique: A method with applications for removing small amounts of friable asbestos-containing material from HVAC ducts, short pipe runs, valves, joints, elbows, and other non-planer surfaces in a non-contained work area. The glovebag is constructed and installed in such a manner that it surrounds the object or area to be decontaminated and contains all asbestos fibers released during the removal process. All workers who are permitted to use the glovebag technique must be highly trained, experienced, and skilled in this method.
- YY. Holding Area: A chamber in the equipment decontamination enclosure located between the washroom and an uncontaminated area. The holding area comprises an airlock.
- ZZ. HEPA Filter: A High Efficiency Particulate Air (HEPA) filter capable of trapping and retaining 99.97% of asbestos fibers greater than 0.3 microns in diameter or larger.
- AAA. HEPA Filter Vacuum Collection Equipment (or vacuum cleaner): High efficiency particulate air filtered vacuum collection equipment with a filter system capable of collecting and retaining asbestos fibers. Filters should be of 99.97% efficiency for retaining fibers of 0.3 microns or larger.
- BBB. High-efficiency particulate air filter: (HEPA) refers to a filtering system capable of trapping and retaining 99.97 percent of all monodispersed particles 0.3 mm in diameter or larger.
- CCC. Log Book: A notebook or other book containing essential project data and daily project information and a daily project diary. This book shall be kept up to date and on the project site at all times.
- DDD. Movable Object: A unit of equipment or furniture in the work area which can be removed from the work area.
- EEE. Negative Pressure Respirator: A respirator in which the air pressure inside the respiratory-inlet covering is positive during exhalation in relation to the air pressure of the outside atmosphere and negative during inhalation in relation to the air pressure of the outside atmosphere.
- FFF. Negative Pressure Ventilation System: A pressure differential and ventilation system.
- GGG. Personal Monitoring: Sampling of the asbestos fiber concentrations within the breathing zone of an employee.

- HHH. Plant: The tools, machinery, structures, equipment, etc. necessary to perform a mechanical operation, process, or to carry out a business.
- III. Plasticize: To cover floors and walls with plastic sheeting as herein specified.
- JJJ. Pressure Differential and Ventilation System: A local exhaust system, utilizing HEPA filtration capable of maintaining a pressure differential with the inside of the Work Area at a lower pressure than any adjacent area, and which cleans recirculated air or generates a constant air flow from adjacent areas into the Work Area.
- KKK. Protection Factor: The ratio of the ambient concentration of an airborne substance to the concentration of the substance inside the respirator at the breathing zone of the wearer. The protection factor is a measure of the degree of protection provided by a respirator to the wearer.
- LLL. Removal: All herein specified procedures necessary to remove asbestos-containing materials from the designated areas in an appropriate manner and to dispose of these materials at an acceptable site.
- MMM. Repair: Returning damaged ACBM to an undamaged condition or to an intact state so as to prevent fiber release.
- NNN. Respirator: A device designed to protect the wearer from the inhalation of harmful atmospheres.
- OOO. Shower Room: A room between the clean room and the equipment room in the worker decontamination enclosure with hot and cold running water and suitable arranged for complete showering during decontamination.
- PPP. Surfactant: A chemical wetting agent added to water to improve penetration, thus reducing the quantity of water required for a given operation or area.
- QQQ. Time Weighted Average (TWA): The average concentration of a contaminant in air during a specific time period.
- RRR. Visible Emissions: Any emissions containing particulate asbestos material that are visually detectable without the aid of instruments. This does not include condensed uncombined water vapor.
- SSS. Washroom: A room between the work area and the holding area in the equipment decontamination enclosure system. The washroom comprises an airlock.
- TTT. 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 or diluted removal encapsulant and afterwards thoroughly decontaminated or disposed of as asbestos-contaminated waste.
- UUU. Wiping: Final cleanup stage performed after gross asbestos removal where all surfaces are wet cleaned.
- VVV. Work Area: The area where asbestos-related work or removal operations are performed which is defined and/or isolated to prevent the spread of asbestos dust, fibers or debris, and entry by unauthorized personnel. Work area is a Regulated Area as defined by 29 CFR 1926.1101.

WWW. Worker Decontamination Enclosure System: That portion of a decontamination enclosure system designed for controlled passage of workers, and other personnel and authorized visitors, typically consisting of a clean room, a shower room, and an equipment room separated by air locks.

1.5 SPECIFICATION FORMAT AND CONTENT EXPLANATION

- A. This Article is provided to help the user of these Specifications understand the format, language, implied requirements, and similar conventions.
- B. None of the explanations shall be interpreted to modify the substance of Contract requirements.
- C. Specification Format:
1. These Specifications are organized into Divisions, Sections or Trade Headings based on the Construction Specifications Institute's 16-Division format and the MASTERFORMAT numbering system.
 2. This organization conforms generally to recognized construction industry practice.
- D. Specification Content:
1. This Specification has been produced employing conventions in the use of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances.
 2. These conventions are explained as follows:
 3. Language used in the Specifications and other Contract Documents is the abbreviated type. Implied words and meanings will be appropriately interpreted. Singular words will be interpreted as plural and plural words interpreted as singular where applicable and where the full context of the Contract Documents so indicates.
 4. Imperative Language is used generally in the Specifications. Requirements expressed imperative are to be performed by the Contractor. At certain locations in the text, for clarity, subjective language is used to describe responsibilities which must be fulfilled indirectly by the Contractor, or by others when so noted.
- E. Assignment of Specialists:
1. The Specification requires that certain specific construction activities shall be performed by specialists who are recognized experts in the operations to be performed.
 2. The specialists must be engaged for those activities, and the assignments are requirements over which the Contractor has no choice or option.
 3. The ultimate responsibility for fulfilling Contract requirements remains with the Contractor.

4. This requirement should not be interpreted to conflict with enforcement of building codes or regulations governing the work. It is also not intended to interfere with local trade union jurisdictional settlements and similar conventions.
5. Trades: Use of titles such as "carpentry" is not intended to imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.

1.6 DRAWING SYMBOLS

- A. Graphic symbols used on the Drawings are those recognized in the construction industry for purposes indicated. Where not otherwise noted, symbols are defined by "Architectural Graphic Standards", published by John Wiley & Sons, Inc., seventh edition.
- B. Graphic symbols used on mechanical and electrical Drawings are generally aligned with symbols recommended by ASHRAE. Where appropriate, they are supplemented by more specific symbols recommended by technical associations including ASME, ASPE, IEEE and similar organizations. Refer instances of uncertainty to the Owner's Representative for clarification before proceeding.

1.7 INDUSTRY STANDARDS

- A. Applicability of Standards:
 1. Except where Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into Contract Documents.
 2. Such standards are made a part of the Contract Documents by reference.
 3. Individual Sections indicate which codes and standards the Contractor must keep available at the Project Site for reference.
- B. Referenced industry standards: take precedence over standards that are not referenced but recognized in the construction industry as applicable.
- C. Unreferenced industry standards: are not directly applicable to the work, except as a general requirement of whether the work complies with recognized construction industry standards.
- D. Publication Dates: Where compliance with an industry standard is required, comply with standard in effect as of date of Contract Documents.
- E. Updated Standards: At the request of the Owner's Representative, Contractor or authority having jurisdiction, submit a Change Order proposal where applicable code or standard has been revised and reissued after the date of the Contract Documents and before performance of Work affected. The Owner's Representative will decide whether to issue a Change Order to proceed with the updated standard.
- F. Conflicting Requirements:

1. Where compliance with two or more standards is specified, and they establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced, unless the Contract Documents indicate otherwise.
 2. Refer requirements that are different, but apparently equal, and uncertainties as to which quality level is more stringent to the Owner's Representative for a decision before proceeding.
- G. Minimum Quantities or Quality Levels:
1. In every instance the quantity or quality level shown or specified shall be the minimum to be provided or performed.
 2. The actual installation may comply exactly, within specified tolerances, with the minimum quantity or quality specified, or it may exceed that minimum within reasonable limits.
 3. In complying with these requirements, indicated numeric values are minimum or maximum values, as noted, or appropriate for the context of the requirements.
 4. Refer instances of uncertainty to the Owner's Representative for decision before proceeding.
- H. Copies of Standards: Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to that entities' construction activity. Copies of applicable standards are not bound with the Contract Documents.
1. Where copies of standards are needed for performance of a required construction activity, the Contractor shall obtain copies directly from the publication source.
 2. Although copies of standards needed for enforcement of requirements may be part of required submittals, the Owner's Representative reserves the right to require the Contractor to submit additional copies as necessary for enforcement of requirements.
- I. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. The following acronyms or abbreviations as referenced in Contract Documents are defined to mean the associated names. Names and addresses are subject to change, and are believed to be, but are not assured to be, accurate and up-to-date as of date of Contract Documents:

AIHA
American Industrial Hygiene Association
Wolf Ledges Parkway
Akron, OH 44311

AIA
American Institute of Architects
New York Ave. NW
Washington, DC 20006

ANSI
American National Standards Institute

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1430 Broadway
New York, NY 10018

ASHRAE
American Society for Heating, Refrigerating, and Air Conditioning Engineers
Tullie Circle NE
Atlanta, GA 30329

ASME
American Society of Mechanical Engineers
East 47th Street
New York, NY 10017

ASPE
American Society of Plumbing Engineers
Thousand Oaks Boulevard, Suite 210
Westlake, CA 91362

ASTM
American Society for Testing and Materials
Race St.
Philadelphia, PA 19103

AWCI
Association of the Wall and Ceiling Industries-International
K Street, NW
Washington, DC 20002

CFR
Code of Federal Regulations
Available from Government Printing Office;
Washington, DC 20402
(usually first published in Federal Register)

CGA
Compressed Gas Association
Jefferson Davis Highway
Arlington, VA 22202

CS
Commercial Standard of NBS
(Dept. of Commerce)
Government Printing Office
Washington, DC 20402

DOT

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Department of Transportation
Seventh St., SW
Washington, DC 20590

EPA
Environmental Protection Agency
M St., SW
Washington, DC 20460

FS
Federal Specification (General Services Admin.)
Obtain from your Regional GSA Office, or purchase from GSA Specifications Unit
(WFSIS)
7th and D Streets, S.W.
Washington, DC 20406
or 2140

GA
Gypsum Association
Orrington Ave.
Evanston; IL 60201

GSA
General Services Administration
F St. and 18th St., NW
Washington, DC 20405

IEEE
Institute of Electrical and Electronic Engineers
E. 47th Street
New York, NY 10017

MIL
Military Standardization Documents
Dept. of Defense)
Naval Publications and Forms Center
Tabor Ave.
Philadelphia, PA 19120

NBS
National Bureau of Standards
Dept. of Commerce)
Gaithersburg, MD 20234

NEC
National Electrical Code (by NFPA)

NFPA

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National Fire Protection Association
Batterymarch Park
Quincy, MA 02269

NRCA
National Roofing Contractors Association
River Road
Rosemont, IL 60018

OSHA
Occupational Safety & Health Administration
(Dept. of Labor)
Government Printing Office
Washington, DC 20402

PS
Product Standard of NBS
(Dept. of Commerce)
Government Printing Office
Washington, DC 20402

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

UL
Underwriters Laboratories
Pfungsten Rd.
Northbrook, IL 60062

1.8 Trade Union Jurisdictions:

- A. The Contractor shall maintain, and require subcontractors to maintain, complete current information on jurisdictional matters, regulations and pending actions, as applicable to construction activities.
- B. The manner in which Contract Documents have been organized and subdivided is not intended to indicate of trade union or jurisdictional agreements.
- C. Discuss new developments at project meetings at the earliest feasible dates. Record relevant information and actions agreed upon.
- D. Assign and subcontract construction activities, and employ tradesmen and laborers in a manner that will not unduly risk jurisdictional disputes that could result in conflicts, delays, claims and losses.

1.9 SUBMITTALS:

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- A. **Permits, Licenses and Certificates:** For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the work.

END OF SECTION - 01091

SECTION 01091 - DEFINITIONS AND STANDARDS (ASBESTOS)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 SUMMARY

- A. General Explanation: A substantial amount of specification language constitutes definitions for terms found in other contract documents, including the drawings. (Drawings must be recognized as diagrammatic in nature and not completely descriptive of the requirements indicated thereon.) Certain terms used in Contract Documents are defined in this article.
- B. General Requirements: The provisions or requirements of Division-1 sections apply to entire work of Contract and, where so indicated, to other elements which are included in project.

1.3 DEFINITIONS:

- A. General: Definitions contained in this Article are not necessarily complete, but are general to the extent that they are not defined more explicitly elsewhere in the Contract Documents.
- B. Addenda: Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Bidding Documents or the Technical Specifications.
- C. Agreement: The written agreement between Owner and Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.
- D. Application for Payment: The form accepted by Owner's Representative which is to be used by Contractor in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.
- E. Approve: The term "approved," where used in conjunction with the Owner's Representative's action on the Contractor's submittals, applications, and requests, is limited to the responsibilities and duties of the Architect stated in General and Supplementary Conditions. Such approval shall not release the Contractor from responsibility to fulfill Contract Document requirements, unless otherwise provided in the Contract Documents.
- F. Bid: The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- G. Bonds: Bid, performance and payment bonds and other instruments of security.
- H. Change Order: A document recommended by the Owner's Representative, which is signed by Contractor and Owner and authorizes an addition, deletion or revision in the Work, or

an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of Agreement.

- I. Directed: Terms such as "directed", "requested", "authorized", "selected", "approved", "required", and "permitted" mean "directed by the Owner's Representative", "requested by the Owner's Representative", and similar phrases. However, no implied meaning shall be interpreted to extend the Owner's Representative's responsibility into the Contractor's area of construction supervision.
- J. The term "experienced," when used with the term "Installer" means having a minimum of 5 previous Projects similar in size and scope to this project, and familiar with the precautions required, and has complied with requirements of the authority having jurisdiction.
- K. Furnish: The term "furnish" is used to mean "supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, and similar operations."
- L. General Superintendent: This is the Contractor's Representative at the work site. This person will generally be the Competent Person required by OSHA in 29 CFR 1926.1101.
- M. Indicated: This term refers to graphic representations, notes or schedules on the Drawings, or other Paragraphs or Schedules in Specifications, and similar requirements in Contract Documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used, it is to help locate the reference; no limitation on location is intended except as specifically noted.
- N. Install: The term "install" is used to describe operations at project site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations."
- O. Installer: An "Installer" is an entity engaged by the Contractor, either as an employee, subcontractor or sub- subcontractor for performance of a particular construction activity, including installation, erection, application and similar operations. Installers are required to be experienced in the operations they are engaged to perform.
- P. Notice of Award: The written notice by Owner, or by Owner's Representative in Owner's behalf, to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, Owner will sign and deliver the Agreement.
- Q. Notice to Proceed: A written notice given by Owner, or Owner's Representative in Owner's behalf, to Contractor (with a copy to Owner's Representative) fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform Contractor's obligations under the Contract Documents.
- R. Owner's Representative: This is the entity described as the "Environmental Consultant" or "Consultant" in all areas of these Contract documents and Technical specifications. All references to Environmental Consultant or Consultant in the Contract Documents in all cases refer to the Owner's Representative. The Owner's Representative will represent the Owner during abatement activities and until final payment is due. The Owner's Representative will advise and consult with the Owner. The Owner's instructions to the Contractor will be forwarded through the Owner's Representative.
- S. Project Administrator:

1. This is the entity described as the "Project Representative" in AIA Document A201 "General Conditions of the Contract for Construction," or is the entity described as "Engineer" in Engineers Joint Contract Document Committee (EJCDC) Document 1910-8 "Standard General Conditions of the Construction Contract."
 2. The Project Administrator is a full time representative of the Owner at the job site with authority to stop the work upon verbal order if requirements of the Contract Documents are not met, or if in the sole judgment of the Project Administrator, Owner's Representative, Owner, the interests of the Owner, safety of any person or the Owner's property are jeopardized by the work.
- T. Project Site is the space available to the Contractor for performance of the work, either exclusively or in conjunction with others performing other construction as part of the project. The extent of the project site is shown on the Drawings, and may or may not be identical with the description of the land upon which the project is to be built.
- U. Provide: The term "provide" means "to furnish and install, complete and ready for the intended use."
- V. Regulation: The term "Regulations" includes laws, statutes, ordinances and lawful orders issued by authorities having jurisdiction, as well as rules, conventions and agreements within the construction industry that control performance of the Work, whether they are lawfully imposed by authorities having jurisdiction or not.
1. Substantial Completion: The Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer as evidenced by Engineer's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part), (1) can be used for the purposes for which it is intended, (2) all pay items in the schedule of unit prices are complete, (3) all remaining work, if any, be considered by the Owner's Representative to be minor items; or if there be no such certificate issued, when final payment is due in accordance with these Contract Documents. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.
- W. Testing Laboratories: A "testing laboratory" is an independent entity engaged to perform specific inspections or tests, either at the project site or elsewhere, and to report on, and, if required, to interpret, results of those inspections or tests.
1. Work: The entire complete construction, or abatement, or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, or abatement, all as required by the Contract Documents.
- 1.4 DEFINITIONS RELATIVE TO ASBESTOS ABATEMENT:
- A. Abatement: The Procedure to control fiber release from asbestos-containing building materials. Activities include removal, encapsulation, and enclosure.
 - B. ACM: Asbestos-Containing Material.

- C. Accredited or Accreditation (when referring to a person or laboratory): A person or laboratory accredited in accordance with section 206 of Title II of the Toxic Substances Control Act (TSCA).
- D. Acoustical Insulation: The general application or use of asbestos for the control of sound due to its lack of reverberant surfaces.
- E. Acoustical tile: A finishing material in a building usually found in the ceiling or walls for the purpose of noise control.
- F. Aerosol: A system consisting of particles, solid or liquid, suspended in air.
- G. Aggressive Sampling: Air sampling which takes place after final cleanup while the air is being physically agitated to produce a "worst case" situation.
- H. Air Cell: Insulation normally used on pipes and duct work that is comprised of corrugated cardboard which is frequently comprised of asbestos combined with cellulose or refractory binders.
- I. Air Diffuser: A device designed to disperse an air stream throughout a given area.
 - 1. Air Filtration Unit (AFU): Usually refers to machines used to provide ventilation and a negative static pressure differential within a completely enclosed asbestos work area. An AFU usually consists of the following: A fan system to draw air through a special set of filters - a gross prefilter, an intermediate filter and a HEPA filter - and exhaust clean air to the outside. AFUs are rated by the amount of air that can be drawn through them in a given amount of time, which is expressed in cubic feet of air per minute (e.g. 2,000 CFM). Loaded or clogged filters can seriously affect the displacement volume capability or efficiency of these devices.
- J. Air Lock: A system for permitting ingress and egress with minimum air movement between a contaminated area and an uncontaminated area.
- K. Air Monitoring: The process of measuring the fiber content of a specific volume of air in a stated period of time.
- L. Air Plenum: Any space used to convey air in a building or structure. The space above a suspended ceiling is often used as an air plenum.
- M. Air Purifying Respirator: A respirator that relies on filters to remove a particular contaminant(s) from the ambient air. They include both negative pressure and powered respirators. No type of air purifying respirator will protect the wearer from low oxygen atmospheres.
- N. Airline Respirator: A respirator that is connected to a compressed breathing air source by a hose.
- O. Ambient Air: The surrounding air or atmosphere in a given area under normal conditions.
- P. Amended Water: Water to which a surfactant has been added to decrease the surface tension to 35 or less dynes.

- Q. Amosite: An asbestiform mineral of the amphibole group containing approximately 50 percent silicon and 40 percent iron oxide, and is made up of straight, brittle fibers, light gray to pale brown in color.
- R. Approved Landfill: A site for the disposal of asbestos-containing and other hazardous wastes that has been given EPA approval.
- S. Asbestos: The asbestiform varieties of serpentine (chrysotile), riebeckite (crocidolite), cummingtonite-grunerite, anthophyllite, and actinolite-tremolite. For purposes of determining respiratory and worker protection both the asbestiform and non-asbestiform varieties of the above minerals and any of these materials that have been chemically treated and/or altered shall be considered as asbestos.
- T. Asbestos Abatement Contractor: The Contractor designated in the contract documents as being responsible to the Owner for the control or abatement of asbestos-containing materials.
- U. Asbestos-Containing Material (ACM): Any material containing more than 1% by weight of asbestos of any type or mixture of types, as determined by the Environmental Protection Agency's Interim Method.
- V. Asbestos-Containing Building Material (ACBM): Surfacing ACM, thermal system insulation ACM, or miscellaneous ACM that is found in or on interior structural members or other parts of a building.
- W. Asbestos-Containing Waste Material: Any material which is or is suspected of being or any material contaminated with an asbestos-containing material which is to be removed from a work area for disposal.
- X. Asbestos Control: Minimizing the generation of airborne asbestos fibers until a permanent solution is developed.
- Y. Asbestos Debris: Pieces of ACBM that can be identified by color, texture, or composition, or means dust, if the dust is determined by an accredited inspector to be ACM.
- Z. Asbestos Exposure Assessment System: A decision tool which can be used to determine the extent of the asbestos hazard that exists in a building, and which can also be used to develop corrective actions.
- AA. Authorized Visitor: The Owner, the Owner's Representative, the Consultant, the Consultant's inspector or representative, or any representative of a federal, state, county or local agency having jurisdiction over the project while acting in an official capacity. Any person whose name appears upon an approved authorized visitor's list. The testing lab personnel, the Architect/Engineer, or emergency personnel.
- BB. Barrier: Any surface that seals off the work area to inhibit the movement of fibers.
- CC. Breathing Zone: A hemisphere forward of the shoulders with a radius of approximately 6 to 9 inches.
- DD. Ceiling Concentration: The concentration of an airborne substance that shall not be exceeded.

- EE. Certified Industrial Hygienist (C.I.H.): An industrial hygienist certified in Comprehensive Practice by the American Board of Industrial Hygiene.
- FF. Clean Room: An uncontaminated area or room which is part of the worker decontamination enclosure with provisions for storage of worker's street clothes and protective equipment.
- GG. Curtained Doorway: A device to allow ingress and egress from one room to another while permitting minimal air movement between the rooms, typically constructed by placing two overlapping sheets of plastic over an existing or temporarily framed doorway, and securing the vertical edge of the other sheet along the opposite vertical side of the doorway.
- HH. Decontamination Enclosure System: A series of connected rooms, with curtained doorways between any two adjacent rooms, for the decontamination of workers and of materials and equipment. A decontamination enclosure system always contains at least one airlock.
- II. Differential Air Pressure Equipment: A portable local exhaust system equipped with HEPA filtration and capable of maintaining a constant, low velocity air flow into contaminated areas from adjacent uncontaminated areas.
- JJ. Demolition: The wrecking or taking out of any building component, system, finish or assembly of a facility together with any related handling operations.
- KK. Disposal Bag: A properly labeled 6 mil thick leak-tight plastic bags used for transporting asbestos waste from work and to disposal site.
- LL. Encapsulant: A material that surrounds or embeds asbestos fibers in an adhesive matrix, to prevent release of fibers.
- MM. Bridging encapsulant: an encapsulant that forms a discrete layer on the surface of an in situ asbestos matrix.
- NN. Penetrating encapsulant: an encapsulant that is absorbed by the in situ asbestos matrix without leaving a discrete surface layer.
- OO. Removal encapsulant: a penetrating encapsulant specifically designed to minimize fiber release during removal of asbestos-containing materials rather than for in situ encapsulation.
- PP. Encapsulation: All herein specified procedures necessary to completely enclose asbestos-containing building materials to control the possible release of asbestos fibers into the air.
- QQ. Enclosure: The construction of an air-tight, impermeable, permanent barrier around asbestos-containing material to control the release of asbestos fibers into the air.
- RR. Equipment Decontamination Enclosure: That portion of a decontamination enclosure system designed for controlled transfer of materials and equipment, typically consisting of a washroom and a holding area system designed for controlled transfer of materials and equipment, typically consisting of a washroom and a holding area.
- SS. Equipment Room: A contaminated area or room which is part of the worker decontamination enclosure with provisions for storage of contaminated clothing and equipment.

- TT. Filter: A media component used in respirators to remove solid or liquid particles from the inspired air.
- UU. Fixed Object: A unit of equipment or furniture in the work area which cannot be removed from the work area.
- VV. Friable Asbestos Material: Material that contains more than 1.0% asbestos by weight and that can be crumbled, pulverized, or reduced to powder by hand pressure when dry.
- WW. Glovebag: A sack (typically constructed of 6 mil transparent polyethylene or polyvinylchloride plastic) with inward projecting long sleeve gloves, one inward projecting sleeve, an internal tool pouch, and an attached, labeled receptacle for asbestos waste. These glovebags are designed to enclose an object from which an asbestos-containing material is to be removed.
- XX. Glovebag Technique: A method with applications for removing small amounts of friable asbestos-containing material from HVAC ducts, short pipe runs, valves, joints, elbows, and other non-planer surfaces in a non-contained work area. The glovebag is constructed and installed in such a manner that it surrounds the object or area to be decontaminated and contains all asbestos fibers released during the removal process. All workers who are permitted to use the glovebag technique must be highly trained, experienced, and skilled in this method.
- YY. Holding Area: A chamber in the equipment decontamination enclosure located between the washroom and an uncontaminated area. The holding area comprises an airlock.
- ZZ. HEPA Filter: A High Efficiency Particulate Air (HEPA) filter capable of trapping and retaining 99.97% of asbestos fibers greater than 0.3 microns in diameter or larger.
- AAA. HEPA Filter Vacuum Collection Equipment (or vacuum cleaner): High efficiency particulate air filtered vacuum collection equipment with a filter system capable of collecting and retaining asbestos fibers. Filters should be of 99.97% efficiency for retaining fibers of 0.3 microns or larger.
- BBB. High-efficiency particulate air filter: (HEPA) refers to a filtering system capable of trapping and retaining 99.97 percent of all monodispersed particles 0.3 mm in diameter or larger.
- CCC. Log Book: A notebook or other book containing essential project data and daily project information and a daily project diary. This book shall be kept up to date and on the project site at all times.
- DDD. Movable Object: A unit of equipment or furniture in the work area which can be removed from the work area.
- EEE. Negative Pressure Respirator: A respirator in which the air pressure inside the respiratory-inlet covering is positive during exhalation in relation to the air pressure of the outside atmosphere and negative during inhalation in relation to the air pressure of the outside atmosphere.
- FFF. Negative Pressure Ventilation System: A pressure differential and ventilation system.
- GGG. Personal Monitoring: Sampling of the asbestos fiber concentrations within the breathing zone of an employee.

- HHH. Plant: The tools, machinery, structures, equipment, etc. necessary to perform a mechanical operation, process, or to carry out a business.
- III. Plasticize: To cover floors and walls with plastic sheeting as herein specified.
- JJJ. Pressure Differential and Ventilation System: A local exhaust system, utilizing HEPA filtration capable of maintaining a pressure differential with the inside of the Work Area at a lower pressure than any adjacent area, and which cleans recirculated air or generates a constant air flow from adjacent areas into the Work Area.
- KKK. Protection Factor: The ratio of the ambient concentration of an airborne substance to the concentration of the substance inside the respirator at the breathing zone of the wearer. The protection factor is a measure of the degree of protection provided by a respirator to the wearer.
- LLL. Removal: All herein specified procedures necessary to remove asbestos-containing materials from the designated areas in an appropriate manner and to dispose of these materials at an acceptable site.
- MMM. Repair: Returning damaged ACBM to an undamaged condition or to an intact state so as to prevent fiber release.
- NNN. Respirator: A device designed to protect the wearer from the inhalation of harmful atmospheres.
- OOO. Shower Room: A room between the clean room and the equipment room in the worker decontamination enclosure with hot and cold running water and suitable arranged for complete showering during decontamination.
- PPP. Surfactant: A chemical wetting agent added to water to improve penetration, thus reducing the quantity of water required for a given operation or area.
- QQQ. Time Weighted Average (TWA): The average concentration of a contaminant in air during a specific time period.
- RRR. Visible Emissions: Any emissions containing particulate asbestos material that are visually detectable without the aid of instruments. This does not include condensed uncombined water vapor.
- SSS. Washroom: A room between the work area and the holding area in the equipment decontamination enclosure system. The washroom comprises an airlock.
- TTT. 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 or diluted removal encapsulant and afterwards thoroughly decontaminated or disposed of as asbestos-contaminated waste.
- UUU. Wiping: Final cleanup stage performed after gross asbestos removal where all surfaces are wet cleaned.
- VVV. Work Area: The area where asbestos-related work or removal operations are performed which is defined and/or isolated to prevent the spread of asbestos dust, fibers or debris, and entry by unauthorized personnel. Work area is a Regulated Area as defined by 29 CFR 1926.1101.

WWW. Worker Decontamination Enclosure System: That portion of a decontamination enclosure system designed for controlled passage of workers, and other personnel and authorized visitors, typically consisting of a clean room, a shower room, and an equipment room separated by air locks.

1.5 SPECIFICATION FORMAT AND CONTENT EXPLANATION

- A. This Article is provided to help the user of these Specifications understand the format, language, implied requirements, and similar conventions.
- B. None of the explanations shall be interpreted to modify the substance of Contract requirements.
- C. Specification Format:
1. These Specifications are organized into Divisions, Sections or Trade Headings based on the Construction Specifications Institute's 16-Division format and the MASTERFORMAT numbering system.
 2. This organization conforms generally to recognized construction industry practice.
- D. Specification Content:
1. This Specification has been produced employing conventions in the use of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances.
 2. These conventions are explained as follows:
 3. Language used in the Specifications and other Contract Documents is the abbreviated type. Implied words and meanings will be appropriately interpreted. Singular words will be interpreted as plural and plural words interpreted as singular where applicable and where the full context of the Contract Documents so indicates.
 4. Imperative Language is used generally in the Specifications. Requirements expressed imperative are to be performed by the Contractor. At certain locations in the text, for clarity, subjective language is used to describe responsibilities which must be fulfilled indirectly by the Contractor, or by others when so noted.
- E. Assignment of Specialists:
1. The Specification requires that certain specific construction activities shall be performed by specialists who are recognized experts in the operations to be performed.
 2. The specialists must be engaged for those activities, and the assignments are requirements over which the Contractor has no choice or option.
 3. The ultimate responsibility for fulfilling Contract requirements remains with the Contractor.

4. This requirement should not be interpreted to conflict with enforcement of building codes or regulations governing the work. It is also not intended to interfere with local trade union jurisdictional settlements and similar conventions.
5. Trades: Use of titles such as "carpentry" is not intended to imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.

1.6 DRAWING SYMBOLS

- A. Graphic symbols used on the Drawings are those recognized in the construction industry for purposes indicated. Where not otherwise noted, symbols are defined by "Architectural Graphic Standards", published by John Wiley & Sons, Inc., seventh edition.
- B. Graphic symbols used on mechanical and electrical Drawings are generally aligned with symbols recommended by ASHRAE. Where appropriate, they are supplemented by more specific symbols recommended by technical associations including ASME, ASPE, IEEE and similar organizations. Refer instances of uncertainty to the Owner's Representative for clarification before proceeding.

1.7 INDUSTRY STANDARDS

- A. Applicability of Standards:
 1. Except where Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into Contract Documents.
 2. Such standards are made a part of the Contract Documents by reference.
 3. Individual Sections indicate which codes and standards the Contractor must keep available at the Project Site for reference.
- B. Referenced industry standards: take precedence over standards that are not referenced but recognized in the construction industry as applicable.
- C. Unreferenced industry standards: are not directly applicable to the work, except as a general requirement of whether the work complies with recognized construction industry standards.
- D. Publication Dates: Where compliance with an industry standard is required, comply with standard in effect as of date of Contract Documents.
- E. Updated Standards: At the request of the Owner's Representative, Contractor or authority having jurisdiction, submit a Change Order proposal where applicable code or standard has been revised and reissued after the date of the Contract Documents and before performance of Work affected. The Owner's Representative will decide whether to issue a Change Order to proceed with the updated standard.
- F. Conflicting Requirements:

1. Where compliance with two or more standards is specified, and they establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced, unless the Contract Documents indicate otherwise.
 2. Refer requirements that are different, but apparently equal, and uncertainties as to which quality level is more stringent to the Owner's Representative for a decision before proceeding.
- G. Minimum Quantities or Quality Levels:
1. In every instance the quantity or quality level shown or specified shall be the minimum to be provided or performed.
 2. The actual installation may comply exactly, within specified tolerances, with the minimum quantity or quality specified, or it may exceed that minimum within reasonable limits.
 3. In complying with these requirements, indicated numeric values are minimum or maximum values, as noted, or appropriate for the context of the requirements.
 4. Refer instances of uncertainty to the Owner's Representative for decision before proceeding.
- H. Copies of Standards: Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to that entities' construction activity. Copies of applicable standards are not bound with the Contract Documents.
1. Where copies of standards are needed for performance of a required construction activity, the Contractor shall obtain copies directly from the publication source.
 2. Although copies of standards needed for enforcement of requirements may be part of required submittals, the Owner's Representative reserves the right to require the Contractor to submit additional copies as necessary for enforcement of requirements.
- I. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. The following acronyms or abbreviations as referenced in Contract Documents are defined to mean the associated names. Names and addresses are subject to change, and are believed to be, but are not assured to be, accurate and up-to-date as of date of Contract Documents:

AIHA
American Industrial Hygiene Association
Wolf Ledges Parkway
Akron, OH 44311

AIA
American Institute of Architects
New York Ave. NW
Washington, DC 20006

ANSI
American National Standards Institute

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1430 Broadway
New York, NY 10018

ASHRAE
American Society for Heating, Refrigerating, and Air Conditioning Engineers
Tullie Circle NE
Atlanta, GA 30329

ASME
American Society of Mechanical Engineers
East 47th Street
New York, NY 10017

ASPE
American Society of Plumbing Engineers
Thousand Oaks Boulevard, Suite 210
Westlake, CA 91362

ASTM
American Society for Testing and Materials
Race St.
Philadelphia, PA 19103

AWCI
Association of the Wall and Ceiling Industries-International
K Street, NW
Washington, DC 20002

CFR
Code of Federal Regulations
Available from Government Printing Office;
Washington, DC 20402
(usually first published in Federal Register)

CGA
Compressed Gas Association
Jefferson Davis Highway
Arlington, VA 22202

CS
Commercial Standard of NBS
(Dept. of Commerce)
Government Printing Office
Washington, DC 20402

DOT

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Department of Transportation
Seventh St., SW
Washington, DC 20590

EPA
Environmental Protection Agency
M St., SW
Washington, DC 20460

FS
Federal Specification (General Services Admin.)
Obtain from your Regional GSA Office, or purchase from GSA Specifications Unit
(WFSIS)
7th and D Streets, S.W.
Washington, DC 20406
or 2140

GA
Gypsum Association
Orrington Ave.
Evanston; IL 60201

GSA
General Services Administration
F St. and 18th St., NW
Washington, DC 20405

IEEE
Institute of Electrical and Electronic Engineers
E. 47th Street
New York, NY 10017

MIL
Military Standardization Documents
Dept. of Defense)
Naval Publications and Forms Center
Tabor Ave.
Philadelphia, PA 19120

NBS
National Bureau of Standards
Dept. of Commerce)
Gaithersburg, MD 20234

NEC
National Electrical Code (by NFPA)

NFPA

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National Fire Protection Association
Batterymarch Park
Quincy, MA 02269

NRCA
National Roofing Contractors Association
River Road
Rosemont, IL 60018

OSHA
Occupational Safety & Health Administration
(Dept. of Labor)
Government Printing Office
Washington, DC 20402

PS
Product Standard of NBS
(Dept. of Commerce)
Government Printing Office
Washington, DC 20402

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

UL
Underwriters Laboratories
Pfungsten Rd.
Northbrook, IL 60062

1.8 Trade Union Jurisdictions:

- A. The Contractor shall maintain, and require subcontractors to maintain, complete current information on jurisdictional matters, regulations and pending actions, as applicable to construction activities.
- B. The manner in which Contract Documents have been organized and subdivided is not intended to indicate of trade union or jurisdictional agreements.
- C. Discuss new developments at project meetings at the earliest feasible dates. Record relevant information and actions agreed upon.
- D. Assign and subcontract construction activities, and employ tradesmen and laborers in a manner that will not unduly risk jurisdictional disputes that could result in conflicts, delays, claims and losses.

1.9 SUBMITTALS:

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- A. Permits, Licenses and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the work.

END OF SECTION - 01091

SECTION 01301 - SUBMITTALS (ASBESTOS)

PART 1 - GENERAL

The term Owner's Representative and Consultant are one in the same and may be used interchangeably in these documents.

1.1 RELATED DOCUMENTS

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

1.2 GENERAL

- A. Make submittals required by the Contract Documents and revise and resubmit as necessary to establish compliance with the specified requirements.
- B. The Contractor may require his subcontractors to provide drawings, setting diagrams, and similar information to help coordinate the Work, but such data shall remain between the Contractor and his subcontractors and will not be reviewed by the Consultant.

1.3 SUMMARY

- A. This Section specifies administrative and procedural requirements for submittals required for performance of the Work, including:
 - 1. Contractor's construction schedule.
 - 2. Submittal schedule.
 - 3. Daily construction reports.
 - 4. Shop Drawings.
 - 5. Product Data.
 - 6. Samples.
 - 7. Miscellaneous Submittals
- B. Administrative Submittals: Refer to other Division-1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:
 - 1. Permits
 - 2. Applications for payment
 - 3. Performance and payment bonds
 - 4. Insurance certificates
 - 5. List of Subcontractors
- C. The Schedule of Values submittal is included in Section "Applications for Payment."

1.4 SUBMITTAL PROCEDURES

A. Coordination:

1. Prior to each submittal, carefully review and coordinate all aspects of each item being submitted.
2. Verify that each item and the submittal for it conform in all respects with the specified requirements. By affixing the Contractor's signature to each submittal, certify that this coordination has been performed.
3. Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
4. The Owner's Representative reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

B. Processing:

1. Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for resubmittals.
2. Allow two weeks for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Owner's Representative will promptly advise the Contractor when a submittal being processed must be delayed for coordination.
3. If an intermediate submittal is necessary, process the same as the initial submittal.
4. Allow two weeks for reprocessing each submittal.
5. No extension of Contract Time will be authorized because of failure to transmit submittals to the Owner's Representative sufficiently in advance of the work to permit processing.

C. Submittal Preparation:

1. Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
2. Provide a space approximately 4" x 5" on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.
3. Include the following information on the label for processing and recording action taken:
 - a) Project name.
 - b) Date.
 - c) Name and address of Owner's Representative.
 - d) Name and address of Contractor.
 - e) Name and address of subcontractor.
 - f) Name and address of supplier.

- g) Name of manufacturer.
- h) Number and title of appropriate Specification Section.
- i) Drawing number and detail references, as appropriate.

D. Submittal Transmittal:

1. Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Owner's Representative using a transmittal form. Submittals received from sources other than the Contractor will be returned without action.
2. On the transmittal record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.

E. Transmittal Form:

1. Use AIA Document G 810.
2. Substitutions:
 - a) The Contract is based on the standards of quality established in the Contract Documents. Substitutions will be considered only when listed at the time of bidding, on the form provided therefore in the bidding documents, and when substantiated by Contractor's submittal of required data within 5 calendar day after award of the Contract.
 - b) The following products do not require further approval except for interface with the Work:
 - (i) Products specified by reference to standard specifications such as ASTM and similar standards.
 - (ii) Products specified by manufacturer's name and catalog number.
 - c) Do not substitute materials, equipment, or methods unless such substitution has been specifically approved in writing for this Work by the Consultant.
 - d) Or Equal. Where the phrase "or equal", or "or equal as approved by the Consultant", occurs in the Contract Documents, do not assume that the materials, equipment, or methods will be approved as equal unless the item has been specifically so approved for this Work by the Consultant.

1.5 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Schedule:

1. Provide proposed detailed schedule including work dates, work shift time, number of employees, dates of start and completion including dates of preparation work, removals and final inspection dates.

2. Coordinate the Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests and other schedules.
- B. Work Stages:
1. Indicate important stages of construction for each major portion of the work, including testing and installation.
 2. Include indication of start and finish times for the following:
 - a) Non-asbestos demolition.
 - b) Preparation of the Work Area.
 - c) Asbestos removal.
 - d) Clearance testing.
 - e) Substantial Completion.
- C. Cost Correlation:
1. At the head of the schedule, provide a two item cost correlation line, indicating "precalculated" and "actual" costs. On the line show dollar-volume of work performed as of the dates used for preparation of payment requests.
- D. Distribution:
1. Following response to the initial submittal, print and distribute copies to the Owner's Representative, Owner, subcontractors, and other parties required to comply with scheduled dates.
 2. Post copies in the Project Administrator's field office, project meeting room and temporary field office.

1.6 SUBMITTAL SCHEDULE

- A. Listing:
1. At the end of this section is a listing of the principal submittals required for the work. This listing is not necessarily complete, nor does the listing reflect the significance of each submittal requirement. The listing is included only for the convenience of users of the Contract Documents.
 2. After review and action on the Contractor's construction schedule, prepare a complete schedule of submittals. Submit the schedule of submittals within 10 days of the date required for establishment of the Contractor's construction schedule.
 3. Coordinate submittal schedule with the list of subcontracts, schedule of values and the list of products as well as the Contractor's construction schedule.
 4. Prepare the submittal schedule in chronological order; include submittals required before start of construction. Provide the following information:
 - a) Scheduled date for the first submittal.

- b) Related Section number.
- c) Submittal category.
- d) Name of subcontractor.
- e) Description of the part of the work covered.
- f) Scheduled date for resubmittal.
- g) Scheduled date the Owner's Representative's final release or approval.

B. Distribution:

- 1. Following response to initial submittal, print and distribute copies to the Owner's Representative, Owner, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the project meeting room and field office.
- 2. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the work and are no longer involved in construction activities.

C. Schedule Updating:

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

1.7 SHOP DRAWINGS

- A. Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not considered Shop Drawings.
- B. Shop Drawings include fabrication and installation drawings, schedules, and similar drawings. Include the following information:
 - 1. Dimensions.
 - 2. Identification of products and materials included.
 - 3. Compliance with specified standards.
 - 4. Notation of coordination requirements.
 - 5. Notation of dimensions established by field measurement.
- C. Sheet Size: Submit Shop Drawings on sheets at least 8-1/2" x 11" but no larger than 36" x 48".
- D. Initial Submittal: Submit one correctable translucent reproducible print and one blue- or black-line print for the Owner's Representative's review; the reproducible print will be returned.
- E. Final Submittal: Submit 3 blue- or black-line prints; 2 prints will be retained; the remainder will be returned.
 - 1. One of the prints returned shall be marked-up and maintained as a "Record Document".

2. Do not use Shop Drawings without an appropriate final stamp indicating action taken in connection with construction.
3. Coordination drawings are a special type of Shop Drawing that show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or function as intended.
4. Preparation of coordination Drawings is specified in section "Project Coordination" and may include components previously shown in detail on Shop Drawings or Product Data.
5. Submit coordination Drawings for integration of different construction elements. Show sequences and relationships of separate components to avoid conflicts in use of space.

1.8 PRODUCT DATA

- A. Collect Product Data into a single submittal.
 1. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, standard wiring diagrams and performance curves.
 2. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings."
 3. Mark each copy to show applicable choices and options.
 4. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:
 - a) Manufacturer's printed recommendations.
 - b) Compliance with recognized trade association standards.
 - c) Compliance with recognized testing agency standards.
 - d) Application of testing agency labels and seals.
 - e) Notation of dimensions verified by field measurement.
 - f) Notation of coordination requirements.
 5. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
- B. Preliminary Submittal: Submit a preliminary single-copy of Product Data where selection of options is required.
- C. Submittals:
 1. Submit 3 copies of each required submittal.
 2. The Owner's Representative will retain two, and will return the one marked with action taken and corrections or modifications required.
 3. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.

D. Distribution:

1. Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities.
2. Show distribution on transmittal forms.
3. Do not proceed with installation until a final submittal is in the installer's possession.
4. Do not permit use of unmarked copies of Product Data in connection with construction.

1.9 SAMPLES

1. Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials.
 - a) Generic description of the Sample.
 - b) Sample source.
 - c) Product name or name of manufacturer.
 - d) Compliance with recognized standards.
 - e) Availability and delivery time.
2. Submit Samples for review of kind, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
3. Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation and similar construction characteristics.
4. Field Samples specified in individual Sections are special types of Samples. Field Samples are full-size examples erected on site to illustrate finishes, coatings, or finish materials and to establish the standard by which the Work will be judged.
5. Comply with submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.

1.10 MISCELLANEOUS SUBMITTALS:

A. Material Safety Data Sheets:

1. Process material safety and data sheets as "product data." MSDS's shall be submitted to OEHS before any work commences.

B. Standards:

1. Where submittal of a copy of standards is indicated, and except where copies of standards are specified as an integral part of a "Product Data" submittal, submit a single copy of standards for the Owner's Representative's use. Where

workmanship, whether at the project site or elsewhere is governed by a standard, furnish additional copies of the standard to fabricators, installers and others involved in the performance of the work.

C. Closeout Submittals:

1. Refer to section "Project Closeout" and to individual sections of these specifications for specific submittal requirements of project closeout information.

D. Record Documents:

1. Furnish set of original documents as maintained on the project site.
2. Provide 2 photographic copies of marked-up drawings along with original marked-up record drawings, which, at the Contractor's option, may be reduced to not less than half size.

1.11 OWNER'S REPRESENTATIVE'S ACTION

A. Except for submittals for record, information or similar purposes, where action and return is required or requested, the Owner's Representative will review each submittal, mark to indicate action taken, and return promptly.

1. Review by the Consultant does not relieve the Contractor from responsibility for errors which may exist in the submitted data. Compliance with specified characteristics is the Contractor's responsibility.
2. If the Contractor considers any required revision to be a change, he shall so notify the Consultant.

1.12 REIMBURSEMENT OF ENGINEER'S COSTS.

- A. In the event substitutions are proposed to the Consultant after the Contract has been awarded, the Consultant will record all time and expenses incurred in the evaluation of each such proposed substitution.
- B. Whether or not the Consultant approves a proposed substitution, the Contractor promptly upon receipt of the Consultant's billing shall reimburse the Consultant at the rate of 2-1/2 times the direct cost to the Consultant for all time and expenses spent evaluating the proposed substitutions.

1.13 IDENTIFICATION OF SUBMITTALS

- A. Consecutively number all submittals.
 1. When material is resubmitted for any reason, transmit under a new letter of transmittal and with a new transmittal number.
 2. On resubmittals, cite the original submittal number for reference.
- B. Accompany each submittal with a letter of transmittal showing all information required for identification and checking.

- C. On at least the first page of each submittal, and elsewhere as required for positive identification, show the submittal number in which the item was included.
- D. Maintain an accurate submittal log for the duration of the Work, showing current status of all submittals at all times. Make the submittal log available to the Consultant for review upon request.

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION (Not Applicable).

END OF SECTION 01301

SUBMITTAL CHECKLIST

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

01013 Summary of Work - Asbestos Abatement/Demolition

Before Start of Work:
Plan of Action
Pre-construction Inspection

01043 Project Coordination - Asbestos Abatement/Demolition

Before Start of Work:
Contingency Plans
Telephone Numbers
Notifications sent to other entities at the work site.
Notifications sent to emergency service agencies.
Resume: of general superintendent.
Accreditation: of accreditation of general superintendent
Staff Names:

Periodically During Work:
Daily Logs
Event Reports
Accident Reports
Discovered Condition Reports

01091 Definitions and Standards - Asbestos Abatement/Demolition

Before Start of Work:
None

Periodically During Work:
None

01092 Codes, Regulations, and Standards - Asbestos Abatement/Demolition

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Before Start of Work:
State Regulations
Local Regulations
Licenses
Notifications
Permits

Periodically During Work:
None

01301 Submittals

Before Start of Work:
Contractors Construction Schedule
Submittal Schedule

Periodically During Work:
Progress photographs
Record Documents

01503 Temporary Facilities - Asbestos Abatement/Demolition

Before Start of Work:
Scaffolding
Hot water heater
Decontamination Unit Sub-panel
Ground Fault Circuit Interrupters (GFCI)
Lamps and Light Fixtures
Temporary Heating Units
Temporary Cooling Units
Self-Contained Toilet Units: Product Data, Sub-contractor
First Aid Supplies
Fire Extinguishers: product data, location schedule

Periodically During Work:
None

01513 Temporary Pressure Differential & Air Circulation System

Before Start of Work:
Pressure Differential System Design
HEPA Filtered Fan Units: Product data
Monitoring Equipment: Product data
Auxiliary Generator: Product data
Power Switch: Product data
Auxiliary Power System: Shop Drawing

Periodically During Work:
Pressure Differential Monitoring Results

01526 Temporary Enclosures

Before Start of Work:
Strippable Coatings: Product data
Strippable Coatings: Test report on ASTM E84 test

Strippable Coatings: Manufacturer's installation instructions. Strippable Coatings:
Material Safety Data Sheet
Spray Cement: Product data
Spray Cement: Manufacturer's installation instructions
Spray Cement: Material Safety Data Sheet
Sheet Plastic: Test reports on NFPA 701 test
Signs: Samples

Periodically During Work:
Inspection report prior to applying strippable coating
Photograph of existing damage prior to applying coatings
Test Patches of strippable coating

01527 Regulated Areas

Before Start of Work:
HEPA Filtered Vacuum Cleaners: product data
Signs: samples
Warning Tape: samples

Periodically During Work:
None

01560 Worker Protection

Before Start of Work:
AHERA Accreditation: for each worker
State and Local License: for each worker
Historic Airborne Fiber Data
Certificate Worker Acknowledgment: for each worker
Training Program: course outline
Report from Medical Examination: of each worker
Notarized Certifications
Biological Monitoring Examination: of each worker

Periodically During Work:
None

01562 Respiratory Protection

Before Start of Work:
Product Data
NIOSH and MSHA Certifications
Type "C": System Diagram
Type "C": Operating Instruction
Respiratory Protection Program: written manual
Respiratory Protection Program: form at end of section
Historic Airborne Fiber Data
Resume information

Periodically During Work:
None

01563 Decontamination Units

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Before Start of Work:

Personnel Decontamination Unit: shop drawing
Equipment Decontamination Unit: shop drawing
Shower Pan: shop drawing
Shower Walls: product data
Shower Head and Controls: product data
Filters: product data
Filters: shop drawing
Hose Bib: product data
Wash Station Shower Stall: product data
Wash Station Shower Stall: shop drawing
Elastomeric membrane: product data
Lumber: product data on fire resistance treatment
Sump Pump: product data
Signs: samples

Periodically During Work:

None

01601 Materials and Equipment - Asbestos Abatement/Demolition

Before Start of Work:

Product List Schedule

Periodically During Work:

None

01632 Product Substitutions - Asbestos Abatement/Demolition

Before Start of Work:

Refer to section

Periodically During Work:

Refer to section

01701 Project Closeout - Asbestos Abatement/Demolition

Before Start of Work:

None

Periodically During Work:

Refer to section

01711 Project Decontamination

Before Start of Work:

None

Periodically During Work:

Fire Test on Lock Back Encapsulants used

01714 Work Area Clearance

None

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02084 Disposal of Asbestos-Containing Waste Material

Before Start of Work:

- Waste Hauler State License
- Waste Hauler Local License
- Name and address of landfill
- Landfill contact person and telephone number
- Name and address of processor
- Processor contact person and telephone number
- Product data on process to be used
- EPA letter on process as a NESHAPS alternative
- Process parameters or operating conditions
- Chain of Custody form
- Waste Manifest Form
- Disposal Bag: samples
- Label Samples.

Periodically During Work:

On a weekly basis: copies of manifests and disposal site receipts.

END OF SUBMITTAL CHECKLIST

SECTION 01410 - AIR MONITORING - TEST LABORATORY SERVICES (ASBESTOS)**PART 1 - GENERAL****1.1 RELATED DOCUMENTS:**

- A. Air Monitoring: during work area clearance is described in Section 01714 Work Area Clearance.

1.2 DESCRIPTION OF THE WORK**A. Not in Contract Sum:**

1. This section describes work being performed by the Owner. This work is not in the Contract Sum.
2. This section describes air monitoring carried out by the owner to verify that the building beyond the work area and the outside environment remains uncontaminated.
3. This section also sets forth airborne fiber levels both inside and outside the work area as action levels, and describes the action required by the Contractor if an action level is met or exceeded.
4. Air monitoring required by OSHA is work of the Contractor and is not covered in this section.

1.3 AIR MONITORING:**A. Work Area Isolation:**

1. The purpose of the Owner's air monitoring is to detect faults in the work area isolation such as:
 - a) Contamination of the building outside of the work area with airborne asbestos fibers,
 - b) Failure of filtration or rupture in the differential pressure system,
 - c) Contamination of air outside the building envelop airborne asbestos fibers.
2. Should any of the above occur immediately cease asbestos abatement activities until the fault is corrected. Do not recommence work until authorized by the Owner's Representative.

- B. Work Area Airborne Fiber Count: The Owner will monitor airborne fiber counts in the Work Area. The purpose of this air monitoring will be to detect airborne asbestos concentrations which may challenge the ability of the Work Area isolation procedures to protect the balance of the building or outside of the building from contamination by airborne fibers.

C. Work area clearance:

1. To determine if the elevated airborne fiber counts encountered during abatement operations have been reduced to an acceptable level, the Owner will sample and analyze air per Section 01714 Work Area Clearance.
2. The Owner will be conducting air monitoring throughout the course of the project.

1.4 STOP ACTION LEVELS:

A. Inside Work Area:

1. Maintain an average airborne count in the Work Area of less than 0.5 fibers per cubic centimeter.
 - a) If the fiber counts rise above this figure for any sample taken, revise work procedures to lower fiber counts.
 - b) If the Time Weighted Average (TWA) fiber count for any work shift or 8 hour period exceeds 0.5 fibers per cubic centimeter, stop all work, leave Pressure Differential System in operation and notify Owner's Representative.
 - c) After correcting cause of high fiber levels, do not recommence work for 24 hours unless otherwise authorized, in writing, by Owner's Representative.
2. If airborne fiber counts exceed 2.0 fibers per cubic centimeter for any period of time cease all work except corrective action until fiber counts fall below 0.5 fibers per cubic centimeter and notify Owner's Representative. After correcting cause of high fiber levels, do not recommence work for 24 hours unless otherwise authorized, in writing, by Owner's Representative.

B. Outside Work Area:

1. If any air sample taken outside of the Work Area exceeds 0.01 fibers/cc, immediately and automatically stop all work except corrective action. The Owner's Representative will determine the source of the high reading and so notify the Contractor in writing.
2. If the high reading occurs, initiate the following actions:
 - a) Decontaminate the affected area in accordance with Section 01711 Cleaning & Decontamination Procedures.
 - b) Require that respiratory protection as set forth in Section 01562 Respiratory Protection be worn in affected area until area is cleared for reoccupancy in accordance with Section 01714 Work Area Clearance.

C. Effect on Contract Sum:

1. Complete corrective work with no change in the Contract Sum if high airborne fiber counts were caused by Contractor's activities.
2. The Contractor will be responsible for all PCM and TEM samples collected in response to all fiber counts outside the work area.
3. TEM samples will be collected to clear outside areas affected by high fiber counts. All TEM samples collected due to high fiber counts will be paid for by the abatement contractor.

D. Fibers Counted:

1. The following procedure will be used to resolve any disputes regarding fiber types when a project has been stopped due to excessive airborne fiber counts.

E. Large Fibers:

1. "Airborne Fibers" referred to above include all fibers regardless of composition as counted by phase contrast microscopy (PCM), unless additional analysis by

transmission or scanning electron microscopy demonstrates to the satisfaction of the Owner's Representative that non-asbestos fibers are being counted.

2. "Airborne Fibers" counted in samples analyzed by scanning or transmission electron microscopy shall be asbestos fibers, greater than 5 microns in length and greater than 0.25 microns in diameter.
3. For purposes of stop action levels, subsequent to analysis by electron microscopy, the number of "Airborne Fibers" shall be determined by multiplying the number of fibers, regardless of composition, counted by PCM by a number equal to asbestos fibers counted divided by all fibers counted in the electron microscopy analysis.

- F. Small Structures: "Airborne Fibers" referred to above include asbestos structures (fibers, bundles, clusters or matrices) of any diameter and any length greater than 0.5 microns.

1.5 ANALYTICAL METHODS:

- A. The following methods will be used by the Owner in analyzing filters used to collect air samples.
1. Phase Contrast Microscopy (PCM) will be performed using the NIOSH 7400 method. This analysis will be carried out at the job site.
 2. Transmission Electron Microscopy will be performed using the analysis method set forth in the AHERA regulation 40 CFR Part 763 Appendix A.

1.6 SAMPLE VOLUMES:

- A. General:
1. The number and volume of air samples taken by the Owner will be in accordance with the following schedule. Sample volumes given may vary depending upon the analytical method used.
 2. Additional samples may be taken at Owner's or Owner's Representatives discretion. If airborne fiber counts exceed allowed limits additional samples will be taken as necessary to monitor fiber levels.

1.7 LABORATORY TESTING:

- A. The services of a testing laboratory will be employed by the Owner to perform phase contrast microscopy laboratory analyses of the air samples. A microscope and technician will be setup at the job site, so that verbal reports on air samples can be obtained immediately. The Contractor will have access to all air monitoring tests and results.

1.8 ADDITIONAL TESTING:

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

1.9 PERSONAL MONITORING:

- A. Owner will not be performing air monitoring to meet Contractor's OSHA requirements for personnel sampling or any other purpose.

END OF SECTION - 01410

SECTION 01503 - TEMPORARY FACILITIES (ASBESTOS)**PART 1 - GENERAL****1.1 RELATED DOCUMENTS:**

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

1.2 DESCRIPTION OF REQUIREMENTS:

- A. General: Provide temporary connection to existing building utilities or provide temporary facilities as required herein or as necessary to carry out the work.

1.3 SUBMITTALS

- A. Before the Start of Work: Submit the following to the Owner's Representative for review. Begin no work until these submittals are returned with Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use or final-but-restricted use.
- B. Scaffolding: submit list of rolling and fixed scaffolding intended for use on the project. Submit sufficient detail to indicate compliance with applicable worker safety regulations or other requirements.
- C. Hot water heater: Submit manufacturers name, model number, size in gallons, heating capacity, power requirements.
- D. Decontamination Unit Sub-panel: Submit product data.
- E. Ground Fault Circuit Interrupters (GFCI): Submit product data.
- F. Lamps and Light Fixtures: Submit product data.
- G. Self-Contained Toilet Units: Provide product data and name of sub-contractor to be used for servicing self-contained toilets. Submit method to use for servicing. A minimum of one self-contained Toilet Unit shall be provided for every 15 workers. Units shall be serviced at least once a week, more often if required because of use or odor.
- H. First Aid Supplies: Provide list of contents of first aid kit. Submit in form of check list.
- I. Fire Extinguishers: Provide product data. Submit schedule indicating location at job site.

PART 2 - PRODUCTS**2.1 MATERIALS AND EQUIPMENT:**

- A. General: Provide new or used materials and equipment that are undamaged and in serviceable condition. Provide only materials and equipment that are recognized as being suitable for the intended use, by compliance with appropriate standards.

2.2 SCAFFOLDING:

- A. Provide all scaffolding, ladders and/or staging, etc. as necessary to accomplish the work of this contract. Scaffolding may be of suspension type or standing type such as metal tube and coupler, tubular welded frame, pole or outrigger type or cantilever type. The type, erection and use of all scaffolding shall comply with all applicable OSHA provisions.
1. Equip rungs of all metal ladders, etc. with an abrasive non-slip surface.
 2. Provide a nonskid surface on all scaffold surfaces subject to foot traffic.
- B. The Contractor shall adhere to all OSHA regulations and standards with regard to ladders, scaffolds, and work platforms. He shall also follow proper decontamination procedures when removing said devices from the work area.

2.3 WATER SERVICE:

- A. Temporary Water Service Connection: All connections to the Owner's water system shall include backflow protection. Valves shall be temperature and pressure rated for operation of the temperatures and pressures encountered. After completion of use, connections and fittings shall be removed without damage or alteration to existing water piping and equipment. Leaking or dripping valves shall be piped to the nearest *active* drain or located over an existing *active* sink or grade where water will not damage existing finishes or equipment.
- B. Water Hoses: Employ heavy-duty abrasion-resistant hoses with a pressure rating greater than the maximum pressure of the water distribution system to provide water into each work area and to each Decontamination Unit. Provide fittings as required to allow for connection to existing wall hydrants or spouts, as well as temporary water heating equipment, branch piping, showers, shut-off nozzles and equipment.
- C. Hot Water Heater: Provide UL rated 40 gallon electric hot water heater to supply hot water for the Decontamination Unit shower. Activate from 30 amp circuit breaker located within the Decontamination Unit subpanel. Provide with relief valve compatible with water heater operation; pipe relief valve down to drip pan on floor with type L copper. Drip pans shall consist of a 12" X 12" X 6" deep pan, made of 19 gauge galvanized steel, with handles. A 3-quart kitchen saucepan may be substituted for this purpose. Drip pan shall be securely fastened to the hot water heater with bailing wire or similar material. Wiring of the hot water heater shall be in compliance with NEMA, NECA, and UL standards.

2.4 ELECTRICAL SERVICE:

- A. General: Comply with applicable NEMA, NECA and UL standards and governing regulations for materials and layout of temporary electric service. Due to the extreme conditions present during abatement activities, the Contractor is responsible for assuring work areas are safe from electrical hazards. An adequate Ground Fault Circuit Interrupter (GFCI) system shall be used as required in the National Electrical Code. Contractor must also supply power for Consultant's sampling pumps, fans, and leaf blower using GFCIs.

- B. Temporary Power: Provide service to Decontamination Unit subpanel with minimum 60 amp, 2 pole circuit breaker or fused disconnect connected to the building's main distribution panel. Subpanel and disconnect shall be sized and equipped to accommodate all electrical equipment required for completion of the work.
- C. Voltage Differences: Provide identification warning signs at power outlets which are other than 110-120 volt power. Provide polarized outlets for plug-in type outlets, to prevent insertion of 110-120 volt plugs into higher voltage outlets. Dry type transformers shall be provided where required to provide voltages necessary for work operations.
- D. Ground Fault Protection: Equip all circuits for any purpose entering Work Area with ground fault circuit interrupters (GFCI). Locate GFCI's exterior to Work Area so that all circuits are protected prior to entry to Work Area. Provide circuit breaker type ground fault circuit interrupters (GFCI) equipped with test button and reset switch for all circuits to be used for any purpose in work area, decontamination units, exterior, or as otherwise required by national electrical code, OSHA or other authority. Locate in panel exterior to Work Area.
- E. Electrical Power Cords: Use only grounded extension cords; use "hard-service" cords where exposed to abrasion and traffic. Use single lengths or use waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach areas of work.
- F. Lamps and Light Fixtures: Provide general service incandescent lamps or fluorescent lamps of wattage indicated or required for adequate illumination as required by the work or this section. Protect lamps with guard cages or tempered glass enclosures, where fixtures are exposed to breakage by construction operations. Provide vapor tight fixtures in work area and decontamination units. Provide exterior fixtures where fixtures are exposed to the weather or moisture.

2.5 TEMPORARY HEAT:

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

2.6 FIRST AID:

- A. First Aid Supplies: Comply with governing regulations and recognized recommendations within the construction industry.

2.7 FIRE EXTINGUISHERS:

- A. Fire Extinguishers: Provide Type "A" fire extinguishers for temporary offices and similar spaces where there is minimal danger of electrical or grease-oil-flammable liquid fires. In other locations the following shall apply:
 1. Fire extinguishers, 10A60BC type, will be required in the work areas at a rate of one per 1,000 square feet, or within 75 feet of anywhere in the work area.
 2. The minimum number of fire extinguishers will be one in the contained work area and one in the clean area.

3. Smoke detectors of the battery powered ionization type will be required at a rate of one per 5,000 square feet.
4. The minimum number of smoke detectors will be one in the clean room and one adjacent to each differential pressure machine.
5. Smoking, cooking appliances, heaters, etc. are prohibited in and around the work area, including the clean room.

2.8 REQUIREMENTS:

- A. It shall be the responsibility of the Contractor to fully comply with all federal (including OSHA), state, and local requirements during the course of this project.

PART 3 - EXECUTION

3.1 SCAFFOLDING:

- A. During the erection and/or moving of scaffolding, care must be exercised so that the polyethylene floor covering is not damaged.
- B. Clean as necessary debris from non-slip surfaces.
- C. At the completion of abatement work clean all construction aids within the work area, wrap in one layer of 6 mil polyethylene sheet and seal before removal from the Work Area.

3.2 INSTALLATION, GENERAL:

- A. General: Use qualified tradesmen for installation of temporary services and facilities. Locate temporary services and facilities where they will serve the entire project adequately and result in minimum interference with the performance of the Work.
 1. Require that tradesmen accomplishing this work be licensed as required by local authority for the work performed.
 2. Relocate, modify and extend services and facilities as required during the course of work so as to accommodate the entire work of the project.

3.3 WATER SERVICE:

- A. General: Water connection (without charge) to Owner's existing potable water system is limited to one 3/4" pipe-size connection, and a maximum flow of 10 gpm to cold water supply. Install using vacuum breakers or other backflow preventer as required by local authority. Supply hot and cold water to the Decontamination Unit.
 1. Maintain hose connections and outlet valves in leakproof condition. Where finish work below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize the possibility of water damage. Drain water promptly from pans as it accumulates.

3.4 ELECTRICAL SERVICE:

A. General:

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

B. Lockout:

1. Lockout all existing power to or through the work area as described below. Unless specifically noted otherwise existing power and lighting circuits to the Work Area are not to be used. All power and lighting to the Work Area and Decontamination facilities are to be provided from temporary electrical panel described below.
 - a) Lockout power to Work Area by switching off all breakers serving power or lighting circuits in work area. Label breakers with tape over breaker with notation "DANGER circuit being worked on". Lock panel and have all keys under control of Contractor's Superintendent or Owner's designated Representative.
 - b) Lockout power to circuits running through Work Area wherever possible by switching off all breakers serving these circuits. Label breakers with tape over breaker with notation "DANGER circuit being worked on". Sign and date danger tag. Lock panel and supply keys to Contractor, Owner and Owner's Representative. If circuits cannot be shut down for any reason, label at intervals 4'-0" on center with tags reading, "DANGER live electric circuit. Electrocutation hazard."

C. Temporary Electrical Panel:

1. Provide temporary electrical panel sized and equipped to accommodate all electrical equipment and lighting required by the work.
2. Connect temporary panel to existing building electrical system.
3. Protect with circuit breaker or fused disconnect.
4. Locate temporary panel as directed by Owner or Owner's Representative.

D. Power Distribution System:

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

E. Circuit Protection:

1. Protect each circuit with a ground fault circuit interrupter (GFCI) of proper size located in the temporary panel.
2. Do not use outlet type GFCI devices.

F. Temporary Wiring:

1. In the Work Area shall be type UF non-metallic sheathed cable located overhead and exposed for surveillance.
2. Do not wire temporary lighting with plain, exposed (insulated) electrical conductors.

3. Provide liquid tight enclosures or boxes for wiring devices.

G. Number of Branch Circuits:

1. Provide sufficient branch circuits as required by the work. All branch circuits are to originate at temporary electrical panel. At minimum provide the following:
 - a) One Circuit for each HEPA filtered fan unit
 - b) For power tools and task lighting, provide one temporary 4-gang outlet in the following locations. Provide a separate 110-120 Volt, 20 Amp circuit for each 4-gang outlet (4 outlets per circuit).
 - One outlet in the work area for each 2500 square feet of work area
 - One outlet at each decontamination unit, located in equipment room
 - c) 110-120 volt 20 amp branch circuits with 4-gang outlet for Owner's exclusive use while conducting air sampling during the work as follows:
 - One in each work area
 - One at clean side of each Decontamination Unit.
 - One at each exhaust location for HEPA filtered fan units
 - d) 110-120 volt 20 amp branch circuits with 4-gang outlet for Owner's exclusive use for conducting final air sampling as set forth in Section 01714 Work Area Clearance as follows:
 - Five inside work area
 - Two outside work area in location designated by Owner's Representative

3.5 TEMPORARY LIGHTING:

A. Lockout:

1. Lock out all existing power to lighting circuits in Work Area as described in section 01526 Temporary Enclosures. Unless specifically noted otherwise existing lighting circuits to the Work Area are not to be used. All lighting to the Work Area and Decontamination facilities is to be provided from temporary electrical panel described above.
2. Provide the following or equivalent where natural lighting or existing building lighting does not meet the required light level:
 - a) One 200-watt incandescent lamp per 1000 square feet of floor area, uniformly distributed, for general construction lighting, or equivalent illumination of a similar nature. In corridors and similar traffic areas provide one 100-watt incandescent lamp every 50 feet. In stair ways and at ladder runs, provide one lamp minimum per story, located to illuminate each landing and flight. Provide sufficient temporary lighting to ensure proper workmanship everywhere; by combined use of daylight, general lighting, and portable plug-in task lighting.
3. Provide lighting in areas where work is being performed as required to supply a 100 foot candle minimum light level.
4. Provide lighting in any area being subjected to a visual inspection as required to supply a 100 foot candle minimum light level.
5. Provide lighting in the Decontamination Unit as required to supply a 50 foot candle minimum light level.
6. Number of Lighting Circuits: Provide sufficient lighting circuits as required by the work. All lighting circuits are to originate at temporary electrical panel.
7. Circuit Protection: Protect each circuit with a ground fault circuit interrupter (GFCI) of proper size located in the temporary panel.

3.6 TEMPORARY HEAT:

A. General:

1. Provide temporary heat where indicated or needed for performance of the Work.
2. Maintain a minimum temperature of 70 degrees F. where finished work has been installed.
3. Maintain a minimum temperature of 75 degrees F. in the shower of the decontamination unit.
4. Maintain a minimum temperature of 70 degrees F. in the Work Area at all times that work is going on. At all other times and at completion of removal work, but before start of reconstruction work, maintain a minimum temperature of 50 degrees F.

3.7 PROJECT ADMINISTRATOR'S FIELD OFFICE:

A. Project Administrator's Field Office:

1. Provide air conditioned, heated office space near the Work Area for professional person, suitably finished, furnished, equipped, locked, heated, naturally ventilated, lighted and wired with electrical power, not less than 250 sq. ft. floor area.
2. Equip office with 1 telephone line and 1 telephone, and not less than 2 duplex convenience power outlets.
3. In addition to 1 desk, 1 four drawer file cabinet and 3 chairs, furnish office with one 36" X 96" plan table, and one 24" X 48" work table near electrical power outlet.
4. Provide portable office or use a suitable room as designated by Owner and relocate or add equipment as required to meet the above requirements.

3.8 SANITARY FACILITIES:

A. Toilets:

1. Use of the Owner's existing toilet facilities, as indicated, will not be permitted

3.9 FIRE EXTINGUISHERS:

A. Fire Extinguishers:

1. Comply with the applicable recommendations of NFPA Standard 10 "Standard for Portable Fire Extinguishers".
2. Locate fire extinguishers where they are most convenient and effective for their intended purpose, but provide not less than one extinguisher in each Work Area in Equipment Room and One outside Work Area in Clean Room.

END OF SECTION - 01503

SECTION 01513 - TEMPORARY PRESSURE DIFFERENTIAL AND AIR CIRCULATION SYSTEM
(ASBESTOS)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 MONITORING

- A. Continuously monitor and record the pressure differential between the Work Area and the area outside of the Work Area with a monitoring device incorporating a continuous recorder (e.g. strip chart).

1.3 SUBMITTALS

A. Before Start of Work:

1. Submit design of pressure differential system to the Owner's Representative for review.
2. Do not begin work until submittal is returned with the Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use.
3. Include in the submittal at a minimum:
 - a) Number of HEPA filtered fan units required and the calculations necessary to determine the number of machines;
 - b) Description of projected air flow within Work Area and methods required to provide adequate air flow in all portions of the work area;
 - c) Anticipated pressure differential across Work Area enclosures;
 - d) Description of methods of testing for correct air flow and pressure differentials;
 - e) Manufacturer's product data on the HEPA filtered fan units to be used;
 - f) Location of the machines in the Work Area;
 - g) Method of supplying adequate power to the machines and designation of building electrical panel(s) which will be supplying the power;
 - h) Description of work practices to insure that airborne fibers travel away from workers;
 - i) Manufacturer's product data on equipment used to monitor pressure differential between inside and outside of Work Area; and
 - j) MSDS's on all substances to be used.

B. On a daily basis:

1. Submit printout from pressure differential monitoring equipment.
2. Mark printout with date and start of time for each day.
3. Use printout paper that indicates elapsed time in intervals no greater than hours. Indicate on each days printout, time of starting and stopping abatement work, type of work in progress, breaks for lunch or other purposes, periods of stop work, and filter changes.
4. Cut printout into segments by day, attach to 8 1/2" by 11" paper.
5. Label with project name, contractors name and date.

1.4 QUALITY ASSURANCE:

- A. Monitor pressure differential at Personnel and Equipment Decontamination Units with a differential pressure meter equipped with a continuous recorder. Meter shall be equipped with a warning buzzer which will sound if pressure differential drops below 0.02" of water.

PART 2 - PRODUCTS

2.1 HEPA FILTERED FAN UNITS:

A. General:

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

B. Cabinet:

1. Constructed of durable materials able to withstand damage from rough handling and transportation. Where necessary, the width of the cabinet should be less than 30 inches to fit through standard-size doorways.
2. Provide units whose cabinets are:
 - a) Factory-sealed to prevent asbestos-containing dust from being released during use, transport, or maintenance;
 - b) Arranged to provide access to and replacement of all air filters from intake end; and
 - c) Mounted on casters or wheels.

C. Fans:

1. Rate capacity of fan according to usable air-moving capacity under actual operating conditions.

D. HEPA Filters:

1. Provide units whose final filter is the HEPA type with the filter media (folded into closely pleated panels) completely sealed on all edges with a structurally rigid frame.
2. Provide units with a continuous rubber gasket located between the filter and the filter housing to form a tight seal.
3. Provide HEPA filters that are individually tested and certified by the manufacturer to have an efficiency of not less than 99.97 percent when challenged with 0.3 um dioctylphthalate (DOP) particles when tested in accordance with Military Standard Number 282 and Army Instruction Manual 136-300-175A. Provide filters that bear a UL586 label to indicate ability to perform under specified conditions.
4. Provide filters that are marked with: the name of the manufacturer, serial number, air flow rating, efficiency and resistance, and the direction of test air flow.
5. Prefilters, which protect the final filter by removing the larger particles, are required to prolong the operating life of the HEPA filter. Two stages of prefiltration are required. Provide units with the following prefilters:

- a) First-stage prefilter: low-efficiency type (e.g., for particles 100 um and larger); and
 - b) Second-stage (or intermediate) filter: medium efficiency (e.g., effective for particles down to 5 um)
 - c) Provide units with prefilters and intermediate filters installed either on or in the intake grid of the unit and held in place with special housings or clamps.
- E. Instrumentation:
- 1. Provide units equipped with:
 - 2. Magnehelic gauge or manometer to measure the pressure drop across filters and indicate when filters have become loaded and need to be changed;
 - 3. A table indicating the usable air-handling capacity for various static pressure readings on the Magnehelic gauge affixed near the gauge for reference, or the Magnehelic reading indicating at what point the filters should be changed, noting Cubic Feet per Minute (CFM) air delivery at that point; and
 - a) Elapsed time meter to show the total accumulated hours of operation.
- F. Safety and Warning Devices: Provide units with the following safety and warning devices:
- a) Electrical (or mechanical) lockout to prevent fan from operating without a HEPA filter;
 - b) Automatic shutdown system to stop fan in the event of a rupture in the HEPA filter or blocked air discharge;
 - c) Warning lights to indicate normal operation (green), too high a pressure drop across the filters (i.e., filter overloading) (yellow), and too low of a pressure drop (i.e., rupture in HEPA filter or obstructed discharge) (red); and
 - d) Audible alarm if unit shuts down due to operation of safety systems.
- G. Electrical components:
- 1. Provide units with electrical components approved by the National Electrical Manufacturers Association (NEMA) and Underwriter's Laboratories (UL). Each unit is to be equipped with overload protection sized for the equipment. The motor, fan, fan housing, and cabinet are to be grounded.

PART 3 - EXECUTION

3.1 PRESSURE DIFFERENTIAL ISOLATION

- A. Isolate the Work Area from all adjacent areas or systems of the building with a Pressure Differential that will cause a movement of air from outside to inside at any breach in the physical isolation of the Work Area.
- B. Relative Pressure in Work Area:
- 1. Continuously maintain the work area at an air pressure that is lower than that in any surrounding space in the building, or at any location in the immediate proximity outside of the building envelope. This pressure differential when measured across any physical or critical barrier must equal or exceed a static pressure of 0.04 inches of water.
 - 2. Accomplish the pressure differential by exhausting a sufficient number of HEPA filtered fan units from the work area. The number of units required will depend on machine characteristics, the seal at barriers, and required air circulation. The number of units will increase with increased make-up air or leaks into the Work

Area. Determine the number of units required for pressure isolation by the following procedure:

- a) Establish required air circulation in the work area, personnel and equipment decontamination units;
- b) Establish isolation by increased pressure in adjacent areas or as part of seals where required; and
- c) Exhaust a sufficient number of units from the work area to develop the required pressure differential.
- d) The required number of units is the number determined above plus one additional unit.

3. Vent HEPA filtered fan units to outside of building unless authorized in writing by Owner's Representative.
 - a) Mount units to exhaust directly or through disposable ductwork.
 - b) Use only new ductwork except for sheet metal connections and elbows.
 - c) Use ductwork and fittings of same diameter or larger than discharge connection on fan unit.
 - d) Use inflatable, disposable plastic ductwork in lengths not greater than 100 feet.
 - e) Use spiral wire-reinforced flex duct in lengths not greater than 50 feet.
 - f) Arrange exhaust as required to inflate duct to a rigidity sufficient to prevent flapping.
 - g) If direction of discharge from fan unit is not aligned with duct use sheet metal elbow to change direction. Use six feet of spiral wire reinforced flex duct after direction change.

3.2 AUXILIARY GENERATOR

- A. Provide auxiliary diesel or gasoline-powered generator located outside of the building in a location protected from the weather.
- B. Arrange so that if a power failure occurs the generator automatically starts and supplies power to all of the HEPA filtered fan units and temporary lighting in operation.

3.3 AIR CIRCULATION IN THE WORK AREA:

- A. Air Circulation: For purposes of this section air circulation refers to either the introduction of outside air to the Work Area or the circulation and cleaning of air within the Work Area.
- B. Air circulation in the Work Area is a minimum requirement intended to help maintain airborne fiber counts at a level that does not significantly challenge the work area isolation measures. The Contractor may also use this air circulation as part of the engineering controls in his worker protection program.
 1. Determining the Air Circulation Requirements: Provide a fully operational air circulation system supplying a minimum of 4 air changes per hour.
 2. Determine Number of Units needed to achieve required air circulation according to the following procedure:
 - a) Determine the volume in cubic feet of the work area by multiplying floor area by ceiling height.
 - b) Determine total air circulation requirement in cubic feet per minute (CFM) for the work area by dividing this volume by the air change rate and multiplying by 60.

- c) Air Circulation Required in Cubic Feet of Air per Minute (CFM) is determined by:

{Volume of work area (cu. ft.)} x {Number of air changes per hour}
(minutes per hour)

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

Number of Units Needed is determined by the followed equation:

Air circulation Requirement(CFM)
Capacity of Unit with Loaded Filters (CFM)

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

3.4 EXHAUST SYSTEM:

- A. Pressure differential isolation and air circulation in the Work Area are to be accomplished by an exhaust system as described below.
1. Exhaust all units from the Work Area to meet air circulation requirement of this section.
 2. Location of HEPA Filtered Fan Units: Locate fan unit(s) so that makeup air enters work area primarily through decontamination facilities and traverses Work Area as much as possible. This may be accomplished by positioning the HEPA filtered fan unit(s) at a maximum distance from the worker access opening or other makeup air sources.
 3. Place End of Unit an intake duct or its exhaust duct through an opening in the plastic barrier or wall covering. Seal plastic around the unit or duct with tape.
 4. Vent to Outside of Building, unless authorized in writing by the Owner's Representative.
 5. Decontamination Units: Arrange Work Area and decontamination units so that the majority of make up air comes through the Decontamination Units. Use only personnel or equipment Decontamination Unit at any time and seal the other so that make up air passes through unit in use.
 6. Supplemental Makeup Air Inlets:
 - a) Provide where required for proper air flow through the Work Area in location approved by the Owner's Representative by making openings in the plastic sheeting that allow air from outside the building into the Work Area.
 - b) Locate auxiliary makeup air inlets as far as possible from the fan unit(s) (e.g., on an opposite wall), off the floor (preferably near the ceiling), and away from barriers that separate the Work Area from occupied clean areas.
 - c) Cover with flaps to reseal automatically if the pressure differential system should shut down for any reason.
 - d) Spray flap and around opening with spray adhesive so that if flap closes meeting surfaces are both covered with adhesive. Use adhesive that forms contact bond when dry.

3.5 AIR CIRCULATION IN DECONTAMINATION UNITS:

- A. Pressure Differential Isolation: Continuously maintain the pressure differential required for the work area in the:
 - 1. Personnel Decontamination Unit: across the Shower Room with the Equipment Room at a lower pressure than the Clean room.
 - 2. Equipment Decontamination Unit: across the Holding Room with the Wash Room at a lower pressure than the Clean Room.
- B. Air Circulation: Continuously maintain air circulation in Decontamination Units at same level as required for Work Area.
- C. Air Movement:
 - 1. Arrange air circulation through the Personnel Decontamination Unit so that it produces a movement of air from the Clean Room through the Shower Room into the Equipment Room.
 - 2. Maintain continuous minimum velocities of Sixty (60) feet per minute in the breathing zone area of the shower and thirty (30) feet per minute in all other locations of the shower.

3.6 USE OF THE PRESSURE DIFFERENTIAL AND AIR CIRCULATION SYSTEM:

- A. General: Each unit shall be serviced by a dedicated minimum 115V-20A circuit with ground fault circuit interrupter (GFCI) supplied from temporary power supply. Do not use existing branch circuits to power fan units.
- B. Testing the System: Test pressure differential system before any asbestos-containing material is wetted or removed. After the Work Area has been prepared, the decontamination facility set up, and the fan unit(s) installed, start the unit(s) (one at a time). Demonstrate operation and testing of pressure differential system to Owner's Representative.
 - 1. Demonstrate Condition of Equipment for each HEPA filtered fan unit and pressure differential monitoring equipment including proper operation of the following:
 - a) Squareness of HEPA filter;
 - b) Condition of seals;
 - c) Proper operation of all lights;
 - d) Proper operation of automatic shut down if exhaust is blocked;
 - e) Proper operation of alarms;
 - f) Proper operation of magnehelic gauge; and
 - g) Proper operation and calibration on pressure monitoring equipment.
 - 2. Demonstrate Operation of the pressure differential system to the Owner's Representative will include, but not be limited to, the following:
 - a) Plastic barriers and sheeting move lightly in toward Work Area;
 - b) Curtain of decontamination units move lightly in toward Work Area;
 - c) Noticeable movement of air through the Decontamination Unit;
 - d) Use smoke tube to demonstrate air movement from Clean Room through Shower Room to Equipment Room;

- e) Use smoke tubes to demonstrate a definite motion of air across all areas in which work is to be performed; and
 - f) Use a differential pressure meter or manometer to demonstrate the required pressure differential at every barrier separating the Work Area from the balance of the building, equipment, ductwork or outside.
3. Modify the Pressure Differential System as necessary to demonstrate successfully the above.

C. Use of System During Abatement Operations:

1. Start fan units before beginning work (before any asbestos-containing material is disturbed). After abatement work has begun, run units continuously to maintain a constant pressure differential and air circulation until decontamination of the work area is complete. Do not turn off units at the end of the work shift or when abatement operations temporarily stop.
2. Do not shut down air pressure differential system during encapsulating procedures, unless authorized by the Owner's Representative in writing. Supply sufficient pre-filters to allow frequent changes.
3. Start abatement work at a location farthest from the fan units and proceed toward them. If an electric power failure occurs, immediately stop all abatement work, seal off all containment openings, and do not resume abatement until power is restored and fan units are operating again.
4. At completion of abatement work, allow fan units to run as specified under section 01711, to remove airborne fibers that may have been generated during abatement work and cleanup and to purge the Work Area with clean makeup air. The units may be required to run for a longer time after decontamination, if dry or only partially wetted asbestos material was encountered during any abatement work.

D. Dismantling the System:

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

END OF SECTION - 01513

SECTION 01526 - TEMPORARY ENCLOSURES (ASBESTOS)**PART 1 - GENERAL****1.1 RELATED DOCUMENTS:**

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

1.2 SUBMITTALS:

- A. Before Start of Work submit the following to the Owner's Representative for review. Do not begin work until these submittals are returned with the Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use.

1. Strippable Coatings: Submit the following:

- a) Product description including major components and solvents;
- b) Test report on ASTM E84 test of surface burning characteristics;
- c) Manufacturer's installation instructions. Indicate portions applicable to the project and selected assemblies where the manufacturer offers alternatives and
- d) Material Safety Data Sheet: Submit the Material Safety Data Sheet, or equivalent, in accordance with the OSHA Hazard Communication Standard (29 CFR 1910.1200) for strippable coating material proposed for use on the work. Include a separate attachment for each sheet indicating the specific worker protective equipment proposed for use with the material indicated.

2. Spray Adhesive: Submit following:

- a) Product description including major components and solvents;
- b) Manufacturer's installation instructions. Indicate portions applicable to the project; and
- c) Material Safety Data Sheet: Submit the Material Safety Data Sheet, or equivalent, in accordance with the OSHA Hazard Communication Standard (29 CFR 1910.1200) for spray cement material proposed for use on the work. Include a separate attachment for each sheet indicating the specific worker protective equipment proposed for use with the material indicated.

3. Sheet Plastic: For fire retardant plastic submit test reports on NFPA 701 test.

4. Signs: Submit samples of signs to be used.

PART 2 - PRODUCTS

2.1 SHEET PLASTIC:

- A. Polyethylene Sheet: A single polyethylene film in the largest sheet size possible to minimize seams, 4.0 or 6.0 mil thick as indicated, clear, frosted, or black as indicated.
- B. Reinforced Polyethylene Sheet: Where plastic sheet constitutes the only barrier between the work area and the building exterior, provide translucent, nylon reinforced or woven polyethylene, laminated, flame resistant, polyethylene film that conforms to requirements set forth by the National Fire Protection Association Standard 701, Small Scale Fire Test for Flame-resistant Textiles and Films. Provide largest size possible to minimize seams, 4.0 or 6.0 mil thick as indicated, frosted or black as indicated.

2.2 MISCELLANEOUS MATERIALS:

- A. Duct Tape: Provide duct tape in 2" or 3" widths as indicated, with an adhesive which is formulated to stick aggressively to sheet polyethylene.
- B. Spray Cement: Provide spray adhesive in aerosol cans which is specifically formulated to stick tenaciously to sheet polyethylene.

PART 3 - EXECUTION

3.1 SEQUENCE OF WORK:

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

3.2 GENERAL:

- A. Work Area: the location where asbestos-abatement work occurs. It is a variable of the extent of work of the Contract. It may be a portion of a room, a single room, or a complex of rooms. A "Work Area" is considered contaminated during the work, and must be isolated from the balance of the building, and decontaminated at the completion of the asbestos-control work.
 - 1. Completely isolate the Work Area from other parts of the building so as to prevent asbestos-containing dust or debris from passing beyond the isolated area. Should the area beyond the Work Area(s) become contaminated with asbestos-containing dust or debris as a consequence of the work, clean those areas in accordance with the procedures indicated in Section 01711. Perform all such required cleaning or decontamination at no additional cost to owner.
 - 2. Place all tools, scaffolding, staging, etc. necessary for the work in the area to be isolated prior to completion of Work Area isolation.
 - 3. Remove all removable furniture that has been designated uncontaminated by the Contract Documents or Owner's Representative. Also remove uncontaminated equipment, and/or supplies from the Work Area before commencing work, or completely cover with two (2) layers of polyethylene sheeting, at least 6 mil in thickness, securely taped in place with duct tape. Such furniture and equipment

shall be considered outside the work area unless covering plastic or seal is breached.

4. Disable ventilating systems or any other system bringing air into or out of the Work Area. Disable system by disconnecting wires, removing circuit breakers, by lockable switch or other positive means that will prevent accidental premature restarting of equipment.
5. Lockout power to Work Area by switching off all breakers serving power or lighting circuits in work area. Label breakers with tape over breaker with notation "DANGER circuit being worked on". Lock panel and have all keys under control of Contractor's Superintendent of Owner's designated Representative.
6. Lockout power to circuits running through work area wherever possible by switching off all breakers or removing fuses serving these circuits. Label breakers with tape over breaker with notation "DANGER circuit being worked on". Lock panel and have all keys under control of contractor's superintendent or owner's designated representative. If circuits cannot be shut down for any reason, label at intervals 4'-0" on center with tags reading, "DANGER live electric circuit. Electrocutation hazard." Label circuits in hidden locations but which may be affected by the work in a similar manner.

B. Inspection Windows:

1. Install inspection windows in locations shown on the plans or as directed by the Owner's Representative. Each inspection window is to have a 24" X 24" viewing area fabricated from 1/4" acrylic or polycarbonate sheet.
2. Install window with top at 6'-6" above floor height in a manner that provides unobstructed vision from outside to inside of the Work Area.
3. Protect window from damage from scratching, dirt or any coatings used during the work. A sufficient number of windows are to be installed to provide observation of all portions of the Work Area that can be made visible from adjacent areas. Inspection windows that open into uncontrolled area are to be covered with a removable plywood hatch secured by lock and key.
4. Provide keys to Owner's Representative for all such locks.

3.3 EMERGENCY EXITS:

A. Provide emergency exits and emergency lighting as set forth below. Emergency Exits: At each existing exit door from the Work Area provide the following means for emergency exiting:

1. Arrange exit door so that it is secure from outside the Work area but permits exiting from the Work Area;
2. Mark outline of door on Primary and Critical Barriers with luminescent paint at least 1" wide. Hang a razor knife on a string beside outline. Arrange Critical and Primary barriers so that they can be easily cut with one pass of razor knife. Paint words "EMERGENCY EXIT" inside outline with luminescent paint in letters at least one foot high and 2" thick;
3. Provide lighted EXIT sign at each exit; and
4. Provide battery-operated emergency lighting that switches on automatically in the event of a power failure.

3.4 CONTROL ACCESS:

- A. Isolate the Work Area to prevent entry by building occupants into Work Area or surrounding controlled areas. Accomplish isolation by the following:
- B. Submit to Owner's Representative a list of doors and other openings that must be secured to isolate Work Area. Include on list notation if door or opening is in an indicated exit route.
- C. After receiving written authorization from the Owner's Representative lock all doors into Work Area, or, if doors cannot be locked, chain shut. Cover any signs that direct emergency exiting, either outside or inside of Work Area, to locked doors. Do not obstruct doors required for emergency exits from Work Area or from building.
- D. After receiving written authorization from the Owner's Representative: construct partitions or closures across any opening into Work Area.
 - Fabricate partitions from 2 X 4 wood studs with 1/2" plywood on both faces. Brace at 4'-0" on center.
- E. Visual Barrier: Where the Work Area is immediately adjacent to or within view of occupied areas, provide a visual barrier of opaque polyethylene sheeting at least 6 mil in thickness so that the work procedures are not visible to building occupants. Where this visual barrier would block natural light, substitute frosted or woven rip-stop sheet plastic in locations approved by the Owner's Representative.
- F. Immediately inside door and outside critical barriers post an approximately 24 inch by 36 inch manufactured danger sign displaying the following legend with letter sizes and styles of a visibility required by 29 CFR 1926.1101. Provide spacing between respective lines at least equal to the height of the respective upper line.

LEGEND

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

3.5 ALTERNATE METHODS OF ENCLOSURE:

- A. Alternate methods of containing the Work Area may be submitted to the Owner's Representative for approval in accordance with procedures set forth in Section 01632 Product Substitution. Do not proceed with any such method(s) without prior written approval of the Owner's Representative.

3.6 RESPIRATORY AND WORKER PROTECTION:

- A. Before proceeding beyond this point in providing Temporary Enclosures:
 1. Provide Worker Protection per Section 01560
 2. Provide Respiratory Protection per Section 01562
 3. Provide Personnel Decontamination Unit per Section 01563

3.7 CRITICAL BARRIERS:

- A. Completely Separate the Work Area from other portions of the building, and the outside by closing all openings with sheet plastic barriers at least 6 mil in thickness, or by sealing cracks leading out of Work Area with duct tape.
- B. Individually seal all ventilation openings (supply and exhaust), lighting fixtures, clocks, doorways, windows, convectors and speakers, and other openings into the Work Area with duct tape alone or with polyethylene sheeting at least 6 mil in thickness, taped securely in place with duct tape. Maintain seal until all work including Project Decontamination is completed. Take care in sealing of lighting fixtures to avoid melting or burning of sheeting.
- C. Provide Sheet Plastic barriers at least 6 mil in thickness as required to seal openings completely from the Work Area into adjacent areas. Seal the perimeter of all sheet plastic barriers with duct tape or spray cement.
- D. Mechanically Support sheet plastic independently of duct tape or spray cement seals so that seals do not support the weight of the plastic. Following are acceptable methods of supporting sheet plastic barriers. Alternative support methods may be used if approved in writing by the Owner's Representative.
 - 1. Plywood squares 6" x 6" x 3/8" held in place with one 6d smooth masonry nail or electro-galvanized common nail driven through center of the plywood and duct tape on plastic so that plywood clamps plastic to the wall. Locate plywood squares at each end, corner and at maximum 4 feet on centers.
 - 2. Nylon or polypropylene rope or wire with a maximum unsupported span of 10 feet, minimum 1/4" in diameter suspended between supports securely fastened on either side of opening at maximum 1 foot below ceiling. Tighten rope so that it has 2" maximum dip. Drape plastic over rope from outside Work Area so that a two foot long flap of plastic extends over rope into Work Area. Staple or wire plastic to itself 1" below rope at maximum 6" on centers to form a sheath over rope. Lift flap and seal to ceiling with duct tape or spray cement. Seal loop at bottom of flap with duct tape. Erect entire assembly so that it hangs vertically without a "shelf" upon which debris could collect.
- E. Provide Pressure Differential System per Section 01513.
- F. Clean housings and ducts of all overspray materials prior to erection of any Critical Barrier that will restrict access.

3.8 PREPARE AREA:

- A. Scaffolding: If fixed scaffolding is to be used to provide access HEPA vacuum and wet clean area prior to scaffolding installation.
- B. Remove all electrical and mechanical items, such as lighting fixtures, clocks, diffusers, registers, escutcheon plates, etc. which cover any part of the surface to be worked on with the work.
- C. Remove all general construction items such as cabinets, casework, door and window trim, moldings, ceilings, trim, etc., which cover the surface of the work as required to prevent interference with the work. Clean, decontaminate and reinstall all such materials, upon completion of all removal work with materials, finishes, and workmanship to match existing installations before start of work.

- D. Clean all contaminated furniture, equipment, and or supplies with a HEPA filtered vacuum cleaner or by wet cleaning, as specified in Section 01712 Cleaning and Decontamination Procedures, prior to being moved or covered. All equipment, furniture, etc. is to be deemed contaminated unless specifically declared as uncontaminated on the drawings or in writing by the Owner's Representative.
- E. Clean All Surfaces In Work Area with a HEPA filtered vacuum or by wet wiping prior to the installation of primary barrier.

3.9 PRIMARY BARRIER:

- A. Protect building and other surfaces in the Work Area from damage from water and high humidity or from contamination from asbestos-containing debris, slurry or high airborne fiber levels by covering with a primary barrier as described below.
- B. Sheet Plastic: Protect surfaces in the Work Area with two (2) layers of plastic sheeting on floor and walls, or as otherwise directed on the Contract Drawings or in writing by the Owner's Representative. Perform work in the following sequence.
 1. Cover Floor of Work Area with 2 individual layers of clear polyethylene sheeting, each at least 6 mil in thickness, turned up walls at least 12 inches. Form a sharp right angle bend at junction of floor and wall so that there is no radius which could be stepped on causing the wall attachment to be pulled loose. Both spray-glue and duct tape all seams in floor covering. Locate seams in top layer six feet from, or at right angles to, seams in bottom layer. Install sheeting so that top layer can be removed independently of bottom layer.
 2. Cover all walls in Work Area including "Critical Barrier" sheet plastic barriers with one layer of polyethylene sheeting, at least 6 mil in thickness, mechanically supported and sealed with duct tape or spray-glue in the same manner as "Critical Barrier" sheet plastic barriers. Tape all joints including the joining with the floor covering with duct tape or as otherwise indicated on the Contract Documents or in writing by the Owner's Representative.
 3. Stairs and Ramps: Do not cover stairs or ramps with unsecured sheet plastic. Where stairs or ramps are covered with plastic, provide 3/4" exterior grade plywood treads securely held in place, over plastic. Do not cover rungs or rails with any type of protective materials.
 4. Repair of Damaged Polyethylene Sheeting: Remove and replace plastic sheeting which has been damaged by removal operations or where seal has failed allowing water to seep between layers. Remove affected sheeting and wipe down entire area. Install new sheet plastic only when area is completely dry.

3.10 ISOLATION AREA:

- A. Maintain isolation areas between the Work Area and adjacent building area:
 1. In locations shown on the plans.
 2. In unoccupied rooms located between Work Area and adjacent occupied portions of the building.
 3. In locations where separation between Work Area and occupied portions of building is formed by sheet plastic and/or temporary barriers.
 4. Floor below Work Area.

- B. Form isolation area by controlling access to the space in the same manner as a Work Area. Physically isolate the space from the Work Area and adjacent areas. Accomplish physical isolation by:
1. Installing critical barriers in unoccupied space.
 2. Erecting a second Critical Barrier a minimum of 3'-0" away from Work Area.

3.11 STOP WORK:

- A. If the Critical or Primary barrier falls or is breached in any manner stop work immediately. Do not start work until authorized in writing by the Owner's Representative.

3.12 EXTENSION OF WORK AREA:

- A. Extension of Work Area: If the Critical Barrier is breached in any manner that could allow the passage of asbestos debris or airborne fibers, then add affected area to the Work Area, enclose it as required by this Section of the specification and decontaminate it as described in Section 01711 Project Decontamination.

3.13 SECONDARY BARRIER:

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

END OF SECTION - 01526

SECTION 01527 - REGULATED AREAS (ASBESTOS)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 RELATED WORK SPECIFIED ELSEWHERE:

- A. Required supervision and OSHA Competent Person: is specified in Section 01043
- B. Worker Protection - Asbestos Abatement: is specified in Section 01560.
- C. Respiratory Protection: is specified in Section 01562.
- D. Wet Decontamination Facilities: are described in Section 01563.

1.3 DESCRIPTION OF WORK:

- A. Work of this section consists of preparing a Regulated Area for work of the following specification sections only. Do not use procedures set forth in this section in connection with any other work.

1.4 SUBMITTALS:

- A. Before the Start of Work: Submit the following to the Owner's Representative for review. Begin no work until these submittals are returned with Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use or final-but-restricted use.
 - 1. HEPA Filtered Vacuum Cleaners: Submit product data.
 - 2. Signs: Submit samples of each type of sign to be used.
 - 3. Warning Tape: Submit samples.

PART 2 - EQUIPMENT:

2.1 HEPA Filter Vacuum Cleaners:

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering

Nilfisk of America Inc. HEPA Filtered
Great Valley Parkway Vacuums
Malvern, PA 19355

Clayton Associates, Inc. ACE Model HEPA Vacuum
Box 589
Southard Avenue
Farmingdale, NJ 07727

Hako Minuteman Hako Minuteman HEPA Vacuums
South Route 53
Addison, IL 60101

Vactagon Pneumatic Systems, Inc. Vaculoader HEPA Vacuum
Homestead Place
Bergenfield, NJ 07621

Pullman-Holt (White) Corporation HEPA Filtered Vacuums
PO Box 277
Fultonville, New York 12072

2.2 Plastic Sheet:

- A. Plastic Sheet: A single polyethylene film in the largest sheet size possible to minimize seams, 4.0 or 6.0 mil thick as indicated, clear, frosted, or black as indicated.

PART 3 - EXECUTION

3.1 SECURING WORK AREA:

- A. Secure work area from access by occupants, staff or users of the building. Accomplish this where possible, by locking doors, windows, or other means of access to the area, or by constructing temporary wood stud and plywood barriers.

3.2 DEMARCATION OF REGULATED AREA:

- A. Demarcate each Regulated Area with a sheet plastic drop sheet as described below.
- B. Post warning signs that carry the following legends:
- C. Provide signs in both English and Spanish:
 - 1. First Sign:
 - Provide warning signs at each locked door leading to the controlled area reading as follows:

Legend	Notation
KEEP OUT	3 inch Block
 - Legend
 - 2. Second Sign:
 - a) Immediately inside the locked door and outside the controlled area post an approximately 20 inch by 14 inch manufactured caution sign displaying the following legend with letter sizes and styles of a visibility required by 29 CFR 1926:
 - Legend:

DANGER

ASBESTOS

CANCER AND LUNG DISEASE HAZARD

RESPIRATORS AND PROTECTIVE CLOTHING ARE REQUIRED IN THIS AREA

- b) Where the controlled area is in a large area such as on part of a boiler room or open office area, delineate area with 3 inch wide polyethylene ribbon with the printed warning, "CAUTION ASBESTOS REMOVAL". Install this ribbon at between 3 and 4 feet above the floor.

3.3 SCHEDULING:

- A. Contractor's work hours are limited to 7:00 A.M. until 6:00 P.M., Monday through Friday. Contractor shall not work weekends unless approved by Owner. This does not apply to Contractor's 24-hour security and fire watch required during asbestos abatement operations.

3.4 GENERAL PROCEDURES:

- A. The following precautions and procedures have application to work of this section. Workers must exercise caution to avoid release of asbestos fibers into the air:
 1. Setup and management of the controlled area is to be under the supervision of a OSHA Competent Person as described in Section 01043 Project Coordination - Asbestos Abatement.
 2. Before start of work comply with requirement for worker protection in section 01561, and respiratory protection in section 01562.
 3. Do not allow eating, drinking, smoking, chewing tobacco or gum, or applying cosmetics in the Regulated Area.
 4. Shut down any air handling equipment bringing air into or out of the Regulated Area.
 5. Clean any existing dust or debris from the floor and walls, and other surface in the immediate location of the work prior to commencing work by damp-mopping or by use of a High Efficiency Particulate Air (HEPA) filtered vacuum.
 6. Cover floor in vicinity of Work Area and six (6) feet beyond, with 6 mil polyethylene drop sheet. Where work is adjacent to wall, extend drop sheet up wall and secure at ceiling with duct tape. This drop sheet demarcates the boundary of the Regulated Area.
 7. Seal all openings, supply and exhaust vents, and convectors within ten (10) feet of the Work Area with 6 mil polyethylene sheeting secured and completely sealed with duct tape.
 8. Perform the work per the appropriate specification section while on plastic drop sheet.
 9. Immediately remove any asbestos-containing debris which collects on the drop sheet either by using a HEPA vacuum or by spraying with amended water or removal encapsulant, collecting with wet paper towels, placing in a disposal bag while still wet, and cleaning surface of plastic sheet with wet paper towels.
- B. Complete the following at completion of work in an area before stepping off drop sheet:

1. While standing on plastic sheet thoroughly HEPA vacuum ladder and any tools used and pass to worker standing off sheet.
2. Worker standing off the sheet HEPA vacuum thoroughly the worker standing on the sheet.
3. Worker on the sheet thoroughly HEPA vacuum all surfaces of the plastic sheet, bags, and any other items on the sheet including his own feet.
4. If moving to the next Work Area in the same secured area: Worker on the drop sheet is to don clean foot covers, placing each foot, in turn, off the sheet as the foot cover is put on. Remove clean foot covers at the next Work Area while standing on the sheet. Dispose of the used foot covers along with the plastic sheet at completion of work in that area. Do not reuse foot covers to move off the sheet.
5. If work day is complete or if next Work Area is in another secured area: all workers remove paper suits turning them inside out while doing so. The person on the sheet step with each foot off the sheet as the foot covers are removed.
6. Fold sheet and all its contents toward the center.
7. Place the sheet in a properly labeled disposal bag.
8. Neck down the bag and collapse it with the HEPA vacuum.
9. Twist the bag shut, bend over and seal with duct tape by wrapping around bag neck at least 3 times.
10. Clean all surfaces of the Work Area by use of a HEPA filter vacuum until no visible residue remains.
11. At completion of work require all workers to complete wet decontamination procedures in accordance with Section 01560 Worker Protection.

END OF SECTION - 01527

SECTION 01561 - WORKER PROTECTION - ASBESTOS ABATEMENT (ASBESTOS)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 DESCRIPTION OF WORK:

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

1.3 RELATED WORK SPECIFIED ELSEWHERE:

- A. Respiratory Protection: is specified in Section 01562.

1.4 WORKER TRAINING:

- A. AHERA Accreditation: All workers are to be accredited as Abatement Workers as required by the AHERA regulation 40 CFR 763 Appendix C to Subpart E, April 30, 1987.
- B. Texas State License: All workers are to be trained, certified and licensed as required by the Texas Department of Health.
- C. Train, in accordance with 29 CFR 1926, all workers in the dangers inherent in handling asbestos and breathing asbestos dust and in proper work procedures and personal and area protective measures. Include but do not limit the topics covered in the course to the following:
 - 1. Methods of recognizing asbestos
 - 2. Health effects associated with asbestos
 - 3. Relationship between smoking and asbestos in producing lung cancer
 - 4. Nature of operations that could result in exposure to asbestos
 - 5. Importance of and instruction in the use of necessary protective controls, practices and procedures to minimize exposure including:
 - 6. Engineering controls
 - 7. Work Practices
 - 8. Respirators
 - 9. Housekeeping procedures
 - 10. Hygiene facilities
 - 11. Protective clothing
 - 12. Decontamination procedures
 - 13. Emergency procedures
 - 14. Waste disposal procedures
- D. Purpose, proper use, fitting, instructions, and limitations of respirators as required by 29 CFR 1910.134
 - 1. Appropriate work practices for the work
 - 2. Requirements of medical surveillance program
 - 3. Review of 29 CFR 1926
 - 4. Pressure Differential Systems

5. Work practices including hands on or on-job training
6. Personal Decontamination procedures
 - a) Air monitoring, personal and area

1.5 MEDICAL EXAMINATIONS:

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

1.6 SUBMITTALS:

- A. Before Start of Work: Submit the following to the Owner's Representative for review. Do not start work until these submittals are returned with Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use.
- B. AHERA Accreditation: Submit copies of certificates from an EPA-approved AHERA Abatement Workers course for each worker as evidence that each asbestos Abatement Worker is accredited as required by the AHERA Regulation 40 CFR 763 Appendix C to Subpart E, April 30, 1987.
- C. Texas State License: Submit copies of state licenses for each worker as issued by the Texas Department of Health.
- D. Certificate Worker Acknowledgment: Submit an original signed copy of the Certificate of Worker's Acknowledgment found at the end of this section, for each worker who is to be at the job site or enter the Work Area.
- E. Report from Medical Examination: conducted within last 12 months as part of compliance with OSHA medical surveillance requirements for each worker who is to enter the Work Area. Submit, at a minimum, for each worker the following:
 1. Name and Social Security Number
 2. Physicians Written Opinion from examining physician including at a minimum the following:
 - a) Whether worker has any detected medical conditions that would place the worker at an increased risk of material health impairment from exposure to asbestos.
 - b) Any recommended limitations on the worker or on the use of personal protective equipment such as respirators.
 - c) Statement that the worker has been informed by the physician of the results of the medical examination and of any medical conditions that may result from asbestos exposure.
 - d) Copy of information that was provided to physician in compliance with 29 CFR 1926
 - e) Statement that worker is able to wear and use the type of respiratory protection proposed for the project, and is able to work safely in an environment capable of producing heat stress in the worker.
 3. Notarized Certifications: Submit certification signed by an officer of the abatement contracting firm and notarized that exposure measurements, medical surveillance, and worker training records are being kept in conformance with 29 CFR 1926.

PART 2 - EQUIPMENT

2.1 PROTECTIVE CLOTHING:

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

2.2 ENVIRONMENTS DURING COLD WEATHER

A. Cold Weather Gear:

1. Provide each worker with an insulated jacket, pants, gloves, and hat.
2. Require that cold weather gear be removed in Equipment Room of Personnel Decontamination Unit.
3. Dispose of cold weather gear as asbestos waste at completion of all work.

B. Boots:

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

C. Hard Hats:

1. Provide head protectives (hard hats) as required by OSHA for all workers, and provide 4 spares for use by Owner's Representative, Project Administrator, and Owner.
2. Label hats with same warning labels as used on disposal bags.
3. Require hard hats to be worn at all times that work is in progress that may potentially cause head injury.
4. Provide hard hats of type with plastic strap type suspension.
5. Require hats to remain in the Work Area throughout the work.
6. Thoroughly clean, decontaminate and bag hats before removing them from Work Area at the end of the work.

D. Goggles:

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

E. Gloves:

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

2.3 ADDITIONAL PROTECTIVE EQUIPMENT:

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

PART 3 - EXECUTION

3.1 GENERAL:

- A. Provide worker protection as required by the most stringent OSHA and/or EPA standards applicable to the work. The following procedures are minimums to be adhered to regardless of fiber count in the Work Area.
- B. Each time Work Area is entered remove all street clothes in the Changing Room of the Personnel Decontamination Unit and put on new disposable coverall, new head cover, and a clean respirator. Proceed through shower room to equipment room and put on work boots.

3.2 DECONTAMINATION PROCEDURES:

- A. Require all workers to adhere to the following personal decontamination procedures whenever they leave the Work Area:
- B. Type C Supplied Air or Powered Air-Purifying Respirators: Require that all workers use the following decontamination procedure as a minimum requirement whenever leaving the Work Area:
- C. When exiting area, remove disposable coveralls, disposable head covers, and disposable footwear covers or boots in the equipment room.
- D. Still wearing respirators, proceed to showers. Showering is mandatory. Care must be taken to follow reasonable procedures in removing the respirator to avoid asbestos fibers while showering. The following procedure is required as a minimum:
 - 1. Thoroughly wet body including hair and face. If using a Powered Air-Purifying Respirator (PAPR) hold blower unit above head to keep canisters dry.
 - 2. With respirator still in place thoroughly wash body, hair, respirator face piece, and all parts of the respirator except the blower unit and battery pack on a PAPR. Pay particular attention to seal between face and respirator and under straps.
 - 3. Take a deep breath, hold it and/or exhale slowly, completely wet hair, face, and respirator. While still holding breath, remove respirator and hold it away from face before starting to breath.
 - 4. Carefully wash facepiece of respirator inside and out.
 - 5. If using PAPR: shut down in the following sequence, first cap inlets to filter cartridges, then turn off blower unit (this sequence will help keep debris which has collected on the inlet side of filter from dislodging and contaminating the outside of the unit). Thoroughly wash blower unit and hoses. Carefully wash battery pack with wet rag. Be extremely cautious of getting water in battery pack as this will short out and destroy battery.
 - 6. Shower completely with soap and water.
 - 7. Rinse thoroughly.
 - 8. Rinse shower room walls and floor prior to exit.
 - 9. Proceed from shower to Changing Room and change into street clothes or into new disposable work items.
- E. Remote Shower: The procedures above are to be used if the decontamination facility is used as a remote shower. If a worker cannot gain direct access to the Equipment Room

require that he enter Decontamination Unit and proceed directly through Shower Room to Equipment Room. Decontamination procedure is then completed as required above.

F. Within Work Area:

1. Require that workers NOT eat, drink, smoke, chew tobacco or gum, or apply cosmetics in the Work Area. To eat, chew, drink or smoke, workers shall follow the procedure described above, and then dress in street clothes before entering the non-Work Areas of the building.

3.3 CERTIFICATE OF WORKER'S ACKNOWLEDGMENT:

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

END OF SECTION - 01561

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Asbestos/Lead Abatement Project

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December 2018
Total Safety U.S., Inc.

CERTIFICATE OF WORKER'S ACKNOWLEDGMENT

PROJECT NAME _____ DATE _____

PROJECT ADDRESS _____

CONTRACTOR'S NAME _____

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

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

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

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

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

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

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

Signature _____ Social Security No _____

Printed Name _____ Witness _____

SECTION 01562 - RESPIRATORY PROTECTION (ASBESTOS)

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK:

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

1.2 SUBMITTALS:

- A. Before Start of Work submit the following to the Owner's Representative for review.
 - 1. Product Data: Submit manufacturer's product information for each component used, including NIOSH and MSHA Certifications for each component in an assembly and/or for entire assembly.
 - 2. System Diagram: When a Type "C" supplied air respiratory system is required by the work, submit drawing showing assembly of components into a complete supplied air respiratory system. Include diagram showing location of compressor, filter banks, backup air supply tanks, hose line connections in Work Area(s), routing of air lines to Work Area(s) from compressor.
 - 3. Operating Instruction: Submit complete operating and maintenance instructions for all components and systems as a whole. Submittal is to be in bound manual form suitable for field use.
 - 4. Respiratory Protection Program: Submit Contractor's written respiratory protection program manual as required by OSHA 1926.1101.

1.3 AIR QUALITY FOR SUPPLIED AIR RESPIRATORY SYSTEMS:

- A. Provide air used for breathing in Type "C" supplied air respiratory systems that meets or exceeds standards set for C.G.A. type 1 (Gaseous Air) Grade H or CSA Z180.1 whichever presents the more stringent quality standard:
- B. Provide air used for breathing in Type "C" supplied air respiratory systems that meets or exceeds standards set for C.G.A. type 1 (Gaseous Air) Grade D.

PART 2 - EQUIPMENT

2.1 SUPPLIED AIR RESPIRATOR SYSTEMS:

- A. Provide equipment capable of producing air of the quality and volume required by the above reference standards applied to the job site conditions and crew size. Comply with provisions of this specification if more stringent than the governing standard.
 - 1. Face Piece and Hose: Provide full face piece and hose by same manufacturer that has been certified by NIOSH/MSHA as an approved Type "C" respirator assembly operating in pressure demand mode with a positive pressure face-piece.

2. Auxiliary backup system: In atmospheres which contain sufficient oxygen (greater than or equal to 19.5% oxygen) provide a pressure-demand full face piece supplied air respirator equipped with an emergency backup HEPA filter.
3. Backup air supply:
 - a) Provide a reservoir of compressed air located outside the Work Area which will automatically maintain a continuous uninterruptable source of air automatically available to each connected face piece and hose assembly in the event of compressor shut-down, contamination of air delivered by compressor, power loss or other failure.
 - b) Provide sufficient capacity in the back-up air supply to allow a minimum escape time of one-half hour times the number of connections available to the Work Area. Air requirement at each connection is the air requirement of the respirators in use plus the air requirement of an average-sized adult male engaged in moderately strenuous activity.
4. Warning device: Provide a warning device that will operate independently of the building's power supply. Locate so that alarm is clearly audible above the noise level produced by equipment and work procedures in use in all parts of the Work Area and at the compressor. Connect alarm to warn of:
 - a) Compressor shut down or other fault requiring use of backup air supply
 - b) Carbon Monoxide (CO) levels in excess of 5 PPM/V
5. Carbon Monoxide (CO) Monitor: Continuously monitor and record on a strip chart recorder Carbon Monoxide (CO) levels. Place monitors in the air line between compressor and back-up air supply and between backup air supply and workers. Connect monitors so that they also sound an alarm as specified under "Warning Devices".
6. Compressor Shut Down: Interconnect monitors, alarms and compressor so that compressor is automatically shut down and the alarms sounded if any of the following occur:
7. Carbon Monoxide (CO) concentrations exceed 5 PPM/v in the air line between the filter bank and backup air supply.
8. Compressor temperature exceeds normal operating range.
9. Compressor Motor - Provide a compressor driven by an electric motor. Do not use a gas or diesel engines to drive compressor. Insure that electrical supply available at the work site is adequate to energize motor.
10. Compressor Location: Locate compressor outside of building in location that will not impede access to the building, and that will not cause a nuisance by virtue of noise or fumes to occupied portions of the building.
11. Air Intake: Locate air intake remotely from any source of automobile exhaust or any exhaust from engines, motors, auxiliary generator or buildings.
12. After-Cooler: Provide an after-cooler at entry to filter system which is capable of reducing temperatures to outside ambient air temperatures.

PART 3 - EXECUTION

3.1 GENERAL:

- A. Respiratory Protection Program: Comply with ANSI Z88.2 - 1980 "Practices for Respiratory Protection" and OSHA 29 CFR 1910 and 1926.
- B. Respiratory protection will be used at all times that there is any possibility of disturbance of asbestos-containing materials whether intentional or accidental.

- C. Respirators shall be worn by anyone in a Work Area at all times, regardless of activity, during a period that starts with any operation which could cause airborne fibers until the area has been cleared for re-occupancy in accordance with Section 01714.
- D. Regardless of Airborne Fiber Levels: The minimum level of respiratory protection used shall be a powered air-purifying respirator (PAPR) with high efficiency filters.
- E. Do not allow the use of single-use, disposable, or quarter-face respirators for any purpose.

3.2 FIT TESTING:

- A. Initial Fitting:
 - 1. Provide initial fitting of respiratory protection during a respiratory protection course of training set up and administered by a Certified Industrial Hygienist.
 - 2. Fit types of respirator to be actually worn by each individual.
 - 3. Allow an individual to use only those respirators for which training and fit testing has been provided.
- B. On a Weekly Basis, check the fit of each worker's respirator by having irritant smoke blown onto the respirator from a smoke tube.
- C. Upon Each Wearing: Require that each time an air-purifying respirator is put on it be checked for fit with a positive and negative pressure fit test in accordance with the manufacturer's instructions or ANSI Z88.2 (1980).

3.3 TYPE OF RESPIRATORY PROTECTION REQUIRED:

- A. Provide Respiratory Protection as indicated in paragraph below.
- B. Powered air purifying - full face mask:
 - 1. Supply a sufficient quantity of high efficiency respirator filters approved for asbestos so that workers can change filters at any time that flow through the face piece decreases to the level at which the manufacturer recommends filter replacement.
 - 2. Require that regardless of flow, filter cartridges be protected from wetting during showering.
 - 3. Require entire exterior housing of respirator, including blower unit, filter cartridges, hoses, battery pack, face mask, belt, and cords, be washed each time a worker leaves the Work Area. Caution should be used to avoid shorting battery pack during washing.
 - 4. Provide an extra battery pack for each respirator so that one can be charging while one is in use.

END OF SECTION - 01562

SECTION 01563 - DECONTAMINATION UNITS (ASBESTOS)**PART 1 - GENERAL****1.1 DESCRIPTION OF WORK:**

- A. Provide separate Personnel and Equipment Decontamination facilities. Require that the Personnel Decontamination Unit be the only means of ingress and egress for the Work Area. Require that all materials exit the Work Area through the Equipment Decontamination Unit.

PART 2 - EXECUTION**2.1 PERSONNEL DECONTAMINATION UNIT:**

- A. Provide a Personnel Decontamination Unit consisting of a serial arrangement of connected rooms or spaces, Changing Room, Drying Room, Shower Room, and Equipment Room. Require all persons without exception to pass through this Decontamination Unit for entry into and exiting from the Work Area for any purpose. Do not allow parallel routes for entry or exit. Do not remove equipment or materials through Personnel Decontamination Unit. Provide temporary lighting within Decontamination Units as necessary to reach a lighting level of 100 foot candles.
- B. Changing Room (clean room): Provide a room that is physically and visually separated from the rest of the building for the purpose of changing into protective clothing.
 - 1. Maintain floor of changing room dry and clean at all times. Do not allow overflow water from shower to wet floor in changing room.
 - 2. Damp wipe all surfaces twice after each shift change with a disinfectant solution.
 - 3. Provide posted information for all emergency phone numbers and procedures.

2.2 EQUIPMENT DECONTAMINATION UNIT:

- A. Provide an Equipment Decontamination Unit consisting of a serial arrangement of rooms, Clean Room, Holding Room, Wash Room for removal of equipment and material from Work Area. Do not allow personnel to enter or exit Work Area through Equipment Decontamination Unit.
- B. Arrange with airlocks between rooms as required below.

2.3 CONSTRUCTION OF THE DECONTAMINATION UNITS:

- A. Walls and Ceiling: Construct airtight walls and ceiling using polyethylene sheeting, at least 6 mil in thickness. Attach to existing building components or a temporary framework.
- B. Floors: Use 2 layers (minimum) of 6 mil polyethylene sheeting to cover floors in all areas of the Decontamination Units. Use only clear plastic to cover floors.
- C. Flap Doors: Fabricated from three (3) overlapping sheets with openings a minimum of three feet (3') wide. Configure so that sheeting overlaps adjacent surfaces. Weigh sheets at bottoms as required so that they quickly close after being released. Put arrows on sheets to indicate direction of overlap and/or travel. Provide a minimum of six feet (6') between entrance and exit of any room. Provide a minimum of three feet (3') between doors to airlocks.

- D. If the Decontamination area is located within an area containing friable asbestos on overhead ceilings, ducts, piping, etc., provide the area with a minimum 1/4 inch hardboard or 1/2 inch plywood "ceiling" with polyethylene sheeting, at least 6 mil in thickness covering the top of the "ceiling".
- E. Visual Barrier: Where the Decontamination area is immediately adjacent to and within view of occupied areas, provide a visual barrier of opaque polyethylene sheeting at least 6 mil in thickness so that worker privacy is maintained and work procedures are not visible to building occupants. Where the area adjacent to the Decontamination area is accessible to the public, construct a solid barrier on the public side of the sheeting to protect the sheeting. Construct barrier with wood or metal studs covered with minimum 1/4 inch thick hardboard or 1/2 inch plywood. Where the solid barrier is provided, sheeting need not be opaque.
- F. Alternate methods of providing Decontamination facilities may be submitted to the Owner's Representative for approval. Do not proceed with any such method(s) without written authorization of the Owner's Representative.

2.4 CLEANING OF DECONTAMINATION UNITS:

- A. Clean debris and residue from inside of Decontamination Units on a daily basis or as otherwise indicated on Contract Drawings. Damp wipe or hose down all surfaces after each shift change. Clean debris from shower pans on a daily basis.
- B. If the Changing Room of the Personnel Decontamination Unit becomes contaminated with asbestos-containing debris, abandon the entire Decontamination Unit and erect a new Decontamination Unit. Use the former Changing Room as an inner section of the new Equipment Room.

END OF SECTION - 01563

SECTION 01701 - PROJECT CLOSEOUT (ASBESTOS)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for project closeout, including but not limited to:
1. Inspection procedures.
 2. Project record document submittal.
 3. Submittal of warranties.
 4. Final cleaning.
- B. Closeout requirements for specific construction activities are included in the appropriate Sections in Divisions-2 through - 16.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
1. Advise Owner of pending insurance change over requirements.
 2. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
 3. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.
- B. Inspection Procedures:
1. On receipt of a request for inspection, the Owner's Representative will either proceed with inspection or advise the Contractor of unfilled requirements.
 2. The Owner's Representative will prepare the Certificate of Substantial Completion following inspection, or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
 3. The Owner's Representative will repeat inspection when requested and assured that the work has been substantially completed.
 4. Results of the completed inspection will form the basis of requirements for final acceptance.

1.4 FINAL ACCEPTANCE

- A. Preliminary Procedures: Before requesting final inspection for Certification of Final Acceptance complete the following. List exceptions in the request.
1. Submit an updated final statement, accounting for final additional changes to the Contract Sum.

2. Submit a certified copy of the Owner's Representative's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Owner's Representative.
3. Submit final meter readings for utilities, and similar data as of the date of Substantial Completion, or when the Owner took possession of and responsibility for corresponding elements of the Work.
4. Submit a final liquidated damages settlement statement.
5. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

B. Reinspection Procedure:

1. The Owner's Representative will reinspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Owner's Representative.
2. Upon completion of reinspection, the Owner's Representative will prepare a Certificate of Final Acceptance, or advise the Contractor of work that is incomplete or of obligations that have not been fulfilled but are required for Final Acceptance.
3. If necessary, reinspection will be repeated.

1.5 RECORD DOCUMENT SUBMITTALS

A. General:

1. Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Owner's Representative's reference during normal working hours.

B. Record Drawings:

1. Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings.
2. Mark the set to show the actual installation where the installation varies substantially from the work as originally shown.
3. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings.
4. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
5. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the work.
6. Mark new information that is important to the Owner, but was not shown on Contract Drawings or Shop Drawings.
7. Note related Change Order numbers where applicable.
8. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.

C. Record Specifications:

1. Maintain one complete copy of the Project Manual, including addenda, and one copy of other written construction documents such as Change Orders and modifications issued in printed form during construction.
2. Mark these documents to show substantial variations in actual work performed in comparison with the text of the Specifications and modifications.
3. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation.
4. Note related record drawing information and Product Data.
5. Upon completion of the work, submit record Specifications to the Owner's Representative for the Owner's records.

D. Miscellaneous Record Submittals:

1. Refer to other Specification Sections for requirements of miscellaneous record keeping and submittals in connection with actual performance of the work.
2. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference.
3. Submit to the Owner's Representative for the Owner's records.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General:

1. General cleaning during construction is required by the General Conditions and included in Section "Temporary Facilities".

B. Cleaning:

1. Employ experienced workers or professional cleaners for final cleaning.
2. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program.
3. Comply with manufacturer's instructions.
4. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion.
5. Remove labels that are not permanent labels.
6. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition. Leave concrete floors broom clean.
7. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
8. Clean the site, including landscape development areas, of rubbish, litter and foreign substances. Sweep paved areas broom clean; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.

- C. Removal of Protection: Remove temporary protection and facilities installed for protection of the work during construction.

- D. Compliance:
 - 1. Comply with regulations of authorities having jurisdiction and safety standards for cleaning.
 - 2. Do not burn waste materials.
 - 3. Do not bury debris or excess materials on the Owner's property.
 - 4. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.
 - 5. Where extra materials of value remaining after completion of associated Work have become the Owner's property, arrange for disposition of these materials as directed.

END OF SECTION 01701

SECTION 01711 - PROJECT DECONTAMINATION (ASBESTOS)**PART 1 - EXECUTION****1.1 GENERAL:**

- A. Work of This Section includes the decontamination of air in the Work Area which has been, or may have been, contaminated by the elevated airborne asbestos fiber levels generated during abatement activities, or which may previously have had elevated fiber levels due to friable asbestos-containing materials in the space.
- B. Work of This Section includes the cleaning, and decontamination of all surfaces (ceiling, walls, floor) of the Work Area, and all furniture or equipment in the Work Area.

1.2 START OF WORK:

- A. Previous Work: During completion of the asbestos abatement work specified in other sections, the Secondary Barrier of polyethylene sheeting will have been removed and disposed of along with any gross debris generated by the asbestos abatement work.
- B. Start of Work: Work of this section begins with the cleaning of the Primary Barrier. At start of work the following will be in place:
 - 1. Primary Barrier: Two layers of polyethylene sheeting on floor and two layers on walls.
 - 2. Critical Barrier: An airtight barrier between the Work Area and other portions of the building or the outside.
 - 3. Critical Barrier Sheeting: Over lighting fixtures and clocks, ventilation openings, doorways, convectors, speakers and other openings.
 - 4. Decontamination Units: For personnel and equipment in operating condition.
- C. Pressure Differential System: In operation.

1.3 FIRST CLEANING:**A. First Cleaning:**

- 1. Carry out a first cleaning of all surfaces of the work area including items of remaining sheeting, tools, scaffolding and/or staging by use of damp-cleaning and mopping, and/or a High Efficiency Particulate Air (HEPA) filtered vacuum.
- 2. Do not perform dry dusting or dry sweeping.
- 3. Use each surface of a cleaning cloth one time only and then dispose of as contaminated waste.
- 4. Continue this cleaning until there is no visible debris from removed materials or residue on plastic sheeting or other surfaces.
- 5. Remove All Filters in Air Handling System(s) and dispose of as asbestos-containing waste in accordance with requirements of Section 02084 Disposal of Asbestos-Containing Waste Material.

B. SECOND CLEANING:

- 1. Second Cleaning: Carry out a second cleaning of all surfaces in the work area in the same manner as the first cleaning.
- 2. Encapsulation of substrate: Perform encapsulation of substrate from which asbestos-containing materials have been removed at this time. Maintain Pressure

Differential System in operation during encapsulation work. Perform work only after meeting the following requirements:

- a) Surfaces to be covered have met the requirements for a visual inspection in this section.
 - b) Airborne fiber counts in the Work Area are at or below 0.01 fibers per cubic centimeter as measured by phase contrast microscopy.
3. Removal of Primary Barriers:
 4. Immediately following the second cleaning of the Primary plastic, remove all Primary Barrier sheeting and Material Decontamination Unit, if there is one, leaving only:
 - a) Critical Barrier: Which forms the sole barrier between the Work Area and other portions of the building or the outside.
 - b) Critical Barrier Sheeting: Over lighting fixtures and clocks, ventilation openings, doorways, convectors, speakers, and other openings.
 - c) Decontamination Unit: For personnel, in operating condition.
 - d) Pressure Differential System: Maintain in continuous operation.

1.4 FINAL CLEANING:

- A. Final Cleaning: Carry out a final cleaning of all surfaces in the Work Area in the same manner as the previous cleaning.
- B. Encapsulation of substrate: Perform encapsulation of substrate or installation of spray-applied fireproofing before Removal of Work Area Isolation as specified below. Maintain Pressure Differential System in operation during encapsulation work.

1.5 VISUAL INSPECTION:

- A. After the work area is allowed to dry for 24 hours, a final visual inspection of the entire Work Area including: all surfaces, ceiling, walls, floor, decontamination unit, all plastic sheeting, seals over ventilation openings, doorways, windows, and other openings; will be performed. If any debris, residue, dust or other matter is found, repeat final cleaning and continue decontamination procedure from that point. When the area is visually clean, and if no residue, dust, or other materials are found, the visual inspection is complete.
- B. Lifts: Provide ladders, scaffolding, and lifts as required to provide access to all surfaces in the area to be subjected to visual inspection. Access is to allow touching of all surfaces.

1.6 FINAL AIR SAMPLING PCM:

- A. Phase Contrast Microscopy (PCM): After the Work Area is found to be visually clean, aggressive air clearance will take place. The air will be agitated by use of an electric-powered leaf blower. Maintain air disturbance with the use of box fans. Air samples will be collected and analyzed in accordance with the procedure for Phase Contrast Microscopy set forth in Section 01714 Work Area Clearance:
 1. If Release Criteria are not met, repeat Final Cleaning and continue decontamination procedure from that point.
 2. If Release Criteria are met, proceed to work of this Section on Removal of Work Area Isolation.

1.7 REMOVAL OF WORK AREA ISOLATION:

- A. After all requirements of this section and Section 01714 Work Area Clearance have been met:
1. Shut down and remove the Pressure Differential System. Seal HEPA filtered fan units, HEPA vacuums and similar equipment with 6 mil polyethylene sheet and duct tape to form a tight seal at intake end before being moved from Work Area.
 2. Remove Personnel Decontamination Unit.
 3. Remove the Critical Barriers separating the Work Area from the rest of the building. Remove any small quantities of residual material found upon removal of the plastic sheeting with wet wiping, HEPA filtered vacuum cleaners and local area protection. If significant quantities, as determined by the Owner's Representative, are found then the entire area affected shall be decontaminated as specified in Section 01711 Cleaning & Decontamination Procedures.
 4. Remove all equipment, materials, debris from the work site.
 5. Dispose of all asbestos-containing waste material as specified in Section 02084 Disposal of Asbestos Containing Waste Material.

END OF SECTION - 01711

SECTION 01712 - CLEANING AND DECONTAMINATION PROCEDURES (ASBESTOS)**PART 1 - GENERAL****1.1 RELATED DOCUMENTS:**

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

1.2 DESCRIPTION OF THE WORK:

- A. The work includes the removal of any asbestos-containing debris that has fallen from insulation, firestop, etc. The work includes:
 - 1. Removal and disposal of visible debris.
 - 2. HEPA vacuuming the floor located in the vicinity of the material.
 - 3. Proceed with one layer of 6 mil poly on the ground under glovebag operations.

PART 2 PRODUCTS (NOT APPLICABLE)**PART 3 EXECUTION****3.1 GENERAL:**

- A. Complete the following before start of work of this section:
 - 1. 01527 - Regulated Areas
 - 2. 01562 - Respiratory Protection

3.2 WET CLEANING:

- A. Accomplish wet cleaning during decontamination with paper towels or disposable rags:
 - 1. Immerse paper towel or rag in container of water with surfactant, or diluted removal encapsulant;
 - 2. Wring out;
 - 3. Fold into quarters;
 - 4. Wipe surface once and refold to a fresh face of cloth. Proceed in this manner until all available faces of paper towel or rag have been used;
 - 5. Dispose of paper towel or rag,
 - 6. Do not place rag back in container to rinse out or for any other purpose. If a used towel or rag comes in contact with water, empty container and refill.
 - 7. Material adhered to a surface with removal encapsulant may require the application of additional removal encapsulant to facilitate cleaning.

3.3 REMOVAL OF ASBESTOS-CONTAINING DEBRIS

- A. Work of this Section is limited to the cleanup of a small quantity of amassed debris which has fallen from an architectural finish or thermal insulation on pipes and other thermal equipment.
- B. Remove asbestos-containing debris and decontaminate the area involved using the following sequence:

1. Shut down all ventilation into room.
2. Start HEPA vacuum before entering the area.
3. Use the HEPA vacuum to clean a path at least 6 feet wide from the entry point of the work area to the site of the fallen material.
4. Remove all small debris with the HEPA vacuum.
5. HEPA vacuum surfaces of all pieces too large to be removed by the suction of the HEPA vacuum.
6. Pick up such pieces and place in the bottom of a 6 mil polyethylene disposal bag conforming to the requirements of Section 02084 Disposal of Asbestos-Containing Waste Material. Place pieces in the bag without dropping and avoiding unnecessary disturbance and release of material.
7. Remove all remaining visible debris with HEPA vacuum.
8. HEPA vacuum an area 3 feet beyond the location in which any visible debris was found in two directions each at right angles to the other.
9. Place a 6 mil polyethylene drop cloth in accordance with Section 01527, Local Area Protection, immediately on top of the HEPA vacuumed area before performing any repair work on site from which fall-out occurred.
10. HEPA vacuum the site from which material fell removing all loose material which can be removed by the vacuums suction.
11. Repair or remove remaining material.
12. HEPA vacuum ladder and/or any tools used and pass out of the work area.

3.4 CLEANING AND DECONTAMINATING OBJECTS

- A. Perform all work of decontaminating objects wherever possible on a plastic drop sheet installed in conformance with Section 01527.
- B. HEPA vacuum all surfaces of object and immediate area before moving the object.
- C. Pick-up object, if possible, and HEPA vacuum all surfaces.
- D. Hand to off-sheet worker who will wet-clean object, if possible, and place in storage location.
- E. Decontaminate area where object was located by HEPA vacuuming twice, in two perpendicular directions. Wet clean if necessary to remove any debris.
- F. Return object to its original location.

END OF SECTION - 01712

SECTION 01714 - WORK AREA CLEARANCE (ASBESTOS)**PART 1 - GENERAL****1.1 RELATED DOCUMENTS:**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division - 1 Specification Sections, apply to work of this section.
 - 1. Visual Inspection: required as a prerequisite of air testing, is set forth in Section 01711 Project Decontamination.
 - 2. Air Monitoring: performed by the Owner during abatement work.

1.2 CONTRACTOR RELEASE CRITERIA:

- A. The Asbestos Abatement Work Area is cleared when the Work Area is visually clean and airborne asbestos fiber concentrations have been reduced to the level specified below.

1.3 VISUAL INSPECTION:

- A. Work of this Section will not begin until the visual inspection described in Section 01711 Project Decontamination is complete and has been certified by the Project Administrator.

1.4 AIR MONITORING:

- A. To determine if the elevated airborne asbestos structure concentration encountered during abatement operations has been reduced to the specified level, the Owner will secure samples and analyze them according to the following procedures.
 - 1. PCM samples will be secured as indicated below.
 - 2. Work Area Clearance: final clearance samples will be taken using aggressive sampling technique as per Texas Department of Health Regulations. Upon meeting the PCM Clearance requirements the work of Section 01711 Project Decontamination can continue.

1.5 PHASE CONTRAST MICROSCOPY:

- A. In each homogeneous Work Area after completion of all cleaning work, a minimum of 5 samples will be taken and analyzed according to NIOSH METHOD 7400.
- B. Release Criteria: Decontamination of the work site is complete when every Work Area sample is at or below 0.01 fibers/cc. If these conditions are not met then the decontamination is incomplete and the cleaning procedures of Section 01712 shall be repeated.

1.6 LABORATORY TESTING:

- A. PHASE CONTRAST MICROSCOPY:

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1. The services of a testing laboratory will be employed by the Owner to perform laboratory analysis of the air samples. A microscope and technician will be set up at the job site, so that verbal reports on air samples can be obtained immediately. A complete record, certified by the testing laboratory, of all air monitoring tests and results will be furnished to the Owner's Representative, the Owner and the Contractor.

END OF SECTION - 01714

WORK AREA CLEARANCE - 2

SECTION 02072 - LEAD ABATEMENT PROCEDURES

PART 1 - GENERAL

1.1 GENERAL

- A. Contractors must be familiar with the contents of this document, included but not limited to the following:
 - 1. Worker Protection
 - 2. All types of Lead-Based Paint (LBP) Testing
 - 3. Acceptable and unacceptable abatement methods
 - 4. Measures for control and containment of lead dust and debris
 - 5. Disposal requirements
- B. In addition, the Contractor must be able to substantiate sufficient prior de-leading experience and/or education providing same with the foresight of the prevailing LBP abatement techniques and safety practices contained herein.
- C. Contractors should be experienced in guidelines for control and the handling of toxic and hazardous materials and protection of the environment and the health of all occupants and workers, as per applicable EPA, OSHA, and NIOSH regulations.

1.2 SCOPE

- A. This portion of the work covers the removal and legal disposal of various materials which contain lead-based paint (LBP) **as outlined in Section 01013.**
- B. The Contractor shall provide all labor, materials, equipment, services, testing, supervision, and incidentals necessary to perform work of lead-based paint abatement or removal of items bearing lead-based paint under this contract in accordance with the following specifications.
- C. The following methods shall be adhered to during the abatement activities. Any deviation from this list shall require Consultant's prior approval:
 - a) HEPA vacuum visible debris in vicinity of proposed containment area.
 - b) HEPA vacuum loose lead-based paint from exterior surface of all painted ceilings and walls. Wash down with a 5% trisodium phosphate solution and remove loose paint chips.
- D. **APPLICABLE REGULATIONS, CODES AND STANDARDS**
 - 1. The Contractor shall acknowledge that he is aware of and will maintain strict compliance with all regulations, codes, standards, and ordinances governing the performance of his work. Furthermore, the Contractor shall be responsible for any failure to comply with applicable documents.
 - 2. Applicable documents include but are not limited to the following:
 - a) OSHA 29 CFR 1926.62, Lead Exposure in Construction (Interim Final Rule);
 - b) OSHA 29 CFR 1910.1025, Lead, General Industry;

- c) OSHA 29 CFR 1910.1200, Hazard Communication;
 - d) OSHA 29 CFR 1910.134, Respiratory Protection;
 - e) OSHA 29 CFR 1910.145, Specifications for Accident Prevention Signs and Tags;
 - f) OSHA 29 CFR 1926.59, Hazard Communication;
 - g) US HUD, "Lead-Based Paint: Interim Guidelines for Hazard Identification and Abatement in Public and Indian Housing", September 1990;
 - h) Lead-Based paint Hazard Elimination; Interim Rule Title 24, Part 35, 905, 941, 965, and 968 of the Code of Federal Regulations; and
 - i) EPA 40 CFR 261, Resource Conservation and Recovery Act (RCRA.)
3. The most current issue of each document shall apply. Where conflict among requirements or with these specifications exists, the more strict or stringent requirement or interpretation shall apply.
 4. The Contractor shall provide at least one copy of any applicable EPA, OSHA, State or City regulation, code, or ordinance at the site available for review.
 5. Nothing is intended to relieve the Contractor of any responsibility for compliance with state or local laws, ordinances, codes or regulations governing lead-based abatement. Where state and local requirements are more stringent than the Federal regulations, those state and local requirements must be followed by the Contractor.

1.3 NOTICES AND SUBMITTALS

- A. Prior to commencing of the work, the Contractor shall provide to the Owner's Representative and OEHS:
 - a) The names and addresses of certified workers responsible for performing the lead paint abatement operations;
 - b) Assurance that the results of worker medical examinations for blood lead level tests are below OSHA guidelines;
 - c) Worker lead abatement training certificates;
 - d) Material Safety Data Sheets (MSDSs) for products and chemicals to be used for abatement or stored at the job site, so that wasted can be properly identified;
 - e) Name of testing laboratory to be used for analytical testing of waste materials generated as a result of this project;
 - f) The starting and completion dates of the abatement work; and
 - g) Detailed Work Plan documenting the techniques used to comply with these specifications and applicable regulations.
 - (1) Location and layout of decontamination areas;

- (2) Sequencing of the work activities;
 - (3) Interface of trades involved in the work;
 - (4) Work schedule including work shift time and number of employees;
 - (5) Methods to be used to assure the safety of workers and visitors to the site;
 - (6) Product name and description of equipment and products utilized for removal operations;
 - (7) Air monitoring sample analyses;
 - (8) Plan for decontamination and personal hygiene facilities for workers.
2. Before abatement operations may commence, the Contractor shall submit his Work Plan to the Owner's Representative for review and approval.
 3. During performance of the work, the Contractor shall provide to the Owner's Representative:
 - a) Results of OSHA compliance air sampling conducted on Contractor's employees.
 - b) Daily Log.

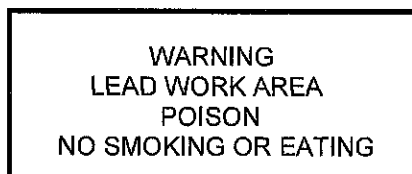
1.4 DAILY LOG

- A. The Contractor shall maintain a project log book which will, at a minimum, contain and conform to the following:
 1. Documentation of all notices and submittals
 2. Permits
 3. Medical records - proof of employee physicals
 4. Emergency notification data
 5. Respiratory fit test records for workers on the project.
 6. Training records for workers on the project.
 7. Sign-in log, filled out daily or as required:
 - a) Name
 - b) Time entered/exited
 - c) Affiliation and purpose
 - d) Date

- e) Description of activity performed
- f) Description of daily work performed
- g) Any damages to the structure
- h) Any accidents (including minor accidents)
- i) Results of any air samples collected by the Contractor
- j) Signature of the Contractor's on-site project superintendent.

1.5 SIGNAGE

- A. At least 24 hours before starting removal or handling of lead-painted components, the Contractor shall establish a regulated work area around the contaminated equipment and shall display a warning sign(s), as appropriate.



1.6 CONTROL OF ACCESS

- A. No one may enter or remain in a regulated work area at any time during a lead abatement procedure which involves the on-site removal of lead paint, unless that person is:
 - 1. The Contractor engaged in lead abatement procedure and his employees.
 - 2. The Owner's Representative's Representative or a state or local enforcement official or his designee.

1.7 WORKER PROTECTION

- A. The Contractor shall insure that his employees are protected in accordance with all applicable federal, state and local standards. Regulatory exposure limits are outlined in TABLE 1:
- B. The following procedures and protocols shall apply to all LBP removal:
 - 1. Prior to completion and submittal by the Contractor of the Exposure Assessment for this project and its approval by the Owner's Representative, exposure levels for workers shall be assumed by task, and interim protective measures shall be implemented. Personal air samples representative of a full shift including at least one sample for each job classification in each work area either for each shift or for the shift with the highest exposure level shall be collected and analyzed.
 - 2. Per TABLE 2, Interim Protective Measures Based on Work Activity Type, Lead Safety and Health Plan:

- a) Minimum respiratory protection for work assumed to result in interim exposure levels between 50 and 500 $\mu\text{g}/\text{m}^3$ is a half facepiece respirator with HEPA filters.
- b) Personal protective equipment provided by the Contractor shall include disposable clothing, e.g., TYVEK, for workers.
- c) Hygiene facilities including 2-chamber "clean" and "dirty" decontamination areas, showers, handwashing facilities, and lead-free eating facilities shall be provided.
- d) Waste water from showers and hand washing facilities shall be collected, filtered through a system capable of trapping particles 5 microns or larger, and disposed of into a local sanitary sewer system.
 - (1) It is the Contractor's responsibility to comply with any local wastewater systems' regulations regarding the disposal of wastewater from lead abatement activities.
 - (2) In the event contaminated water leaks from the work area, storage areas, trash receptacle, etc., the areas and surfaces coming in contact with the contaminated water shall be considered contaminated. Proper clean-up procedures shall commence at once.
 - (3) The Contractor is advised that discharges of lead into the water or in locations where it could be carried by rain water into storm sewers or bodies of water are strictly prohibited and shall be considered a violation of the Clean Water Act.
- e) Initial biological monitoring is required for interim work activities.
- f) Training of workers regarding Hazard Communication, use of respirators, and safety and health issues is required.
 - (1) After review and approval by the Owner's Representative of the Contractor's Exposure Assessment, worker protection measures shall be based on measured exposure levels and shall be per the Lead Safety and Health Plan and associated Lead Compliance Program.
- g) Respiratory protection of workers shall be per TABLE 3, Protective Measures Based on Measured Exposure, Lead Safety and Health Plan:
 - (1) All workers inside the work area shall wear the proper respirator for the lead dust level generated.
 - (2) Workers must be properly trained in the use, care, and maintenance of respirators. Contractor shall provide documentation for workers showing that all workers have been fit tested for respirator usage in accordance with Contractor's formal, written Respiratory Protection Program.
- h) Personal protective equipment of workers shall be per TABLE 3, Protective Measures Based on Measured Exposure, Lead Safety and Health Plan.

- (1) Workers will wear full body disposable suits with hoods and booties. A TYVEK or similar type of suit may be worn. Suits will be worn in the work area at all times after the pre-abatement inspection and shall remain in use until the area passes final clearance inspection. Light-weight nylon clothes may be worn under the disposable suit, but these underclothes must be changed before leaving the work area and should be laundered separately.
 - (2) Goggles with side shields will be worn when working with a material that may splash or fragment, or if protective eye wear is specified on the MSDS for that product.
 - (3) Additional respiratory protection by supplemental filters, such as organic vapor cartridges, may be needed when handling some coating products. The Contractor shall consult the MSDSs for the product(s) and shall obtain the proper filters as necessary.
- i) Decontamination and personal hygiene practices for workers shall be in accordance with applicable regulations and these specifications. Contractor shall provide "wet" decontamination enclosures for areas of LBP removal. At least one such enclosure shall be constructed on each floor. The Contractor may use the same decontamination enclosure for removal of asbestos and LBP.
 - j) Provide suitable Personnel Decontamination Unit consisting of a serial arrangement of connected rooms or spaces, with a minimum of a Changing Room, Shower Room, and Equipment Room. Require all persons without exception to pass through this decontamination unit for entry into and exiting from the work area for any purpose. Do not allow parallel routes for entry or exit. Provide temporary lighting within decontamination units as necessary to reach a lighting level of 100 foot candles.
 - k) Provide a completely water tight operational shower to be used for transit by cleanly dressed workers heading for the Work Area from the Changing Room, or for showering by workers headed out of the work area after undressing in the equipment room.
 - l) Personal hygiene practices by all workers in compliance with applicable regulations shall be enforced by the Contractor:
 - (1) No eating, drinking, or use of tobacco shall be allowed in the work area. The Contractor shall provide a clean space, separated from the work area, for eating and drinking purposes.
 - (2) Disposable clothing, such as TYVEK suits, and other personal protective equipment (PPE) must be donned prior to entering the work area. A clean room will be provided by the Contractor for workers to put on suits and other personal protective equipment and to store their street clothes. Disposable suits shall be used once, then shall be properly discarded.
 - (3) All workers must wash upon leaving the work area in a wash facility provided by the Contractor. Wash facility will consist of, at least, running potable water, towels, and a HEPA vacuum. Upon leaving

the work area, each worker will wash and dry face and hands, HEPA vacuum clothes, and remove and dispose of the work suit as contaminated waste.

- (4) Lavatory facility must be provided by the Contractor and should be located outside the regulated work area. The eating and drinking area, the clean room, and the lavatory facility must be maintained in a clean and orderly fashion at all times. The Contractor will provide portable lavatories when needed and will disinfect them daily.
- m) If worker exposure to airborne lead exceeds $50 \mu\text{g}/\text{m}^3$ (PEL),
- (1) Contractor must provide showering facilities. Shower water must be heated. All water must be collected and tested for hazardous wastes before disposal.
 - (2) All workers must shower upon leaving the work area.
 - (3) Decontamination shall be in three stage, i.e., Dirty Room - Airlock, Shower - Airlock, Clean Room.

1.8 CONTROL OF EMISSION AND DUST

- A. When handling/abating lead-contaminated building components outdoors, Contractor shall spread a minimum 10-mil polyethylene sheet beneath the work area under the component to be removed. The drop cloth shall extend a minimum of 3 ft. from the wall for every 10 ft. of vertical distance involved in the work. Lateral distance along the wall should match this distance on either side of the work area.
- B. Barriers shall have:
 - 1. Wood or metal studs, 16 in. on-center, faced with 3/8 in. plywood sheeting on work side only, and
 - 2. Both sides of barrier covered with at least one layer of 6-mil plastic sheet with joints staggered and sealed with tape. Edges of barrier connected to floor, walls, and ceiling shall be secured and sealed airtight.
- C. Interior Containment: Minimize creation of lead-contaminated dust and airborne particles by using methods and procedures that create the least amount of dust, in accordance with the Lead Compliance Program, including the utilization of HEPA filter on tools that have the potential for creating dust and airborne contamination.
- D. Isolate the work area from all adjacent areas or systems of the building with a pressure differential that will cause a movement of air from outside to inside at any breach in the physical isolation of the work area.
- E. Continuously maintain the work area at an air pressure that is lower than that in any surrounding space in the building, or at any location in the immediate proximity outside of the building envelope. This pressure differential when measured across any physical or critical barrier must equal or exceed a static pressure of 0.03 inches of water. Accomplish the pressure differential by exhausting a sufficient number of HEPA filtered fan units from the work area. The number of units required will depend on machine characteristics, the seal at barriers, and required air circulation. Vent HEPA filtered fan units to outside of building unless authorized in writing by Owner's Representative.

- F. When installing component(s) on lead-painted surfaces, Contractor shall exercise care to avoid dislodging any flaking paint from the substrate.
- G. Plastic drop cloths, contaminated paper towels, and other dust and debris generated during the abatement shall be carefully folded into the plastic sheeting to avoid shaking dust from the surface. Folded plastic sheeting shall be deposited for temporary storage and testing in a disposal bag.

1.9 AIR MONITORING, INSPECTION AND FINAL CLEARANCES

- A. The Contractor shall be responsible for compliance air monitoring of his workers, per OSHA regulation and as detailed in the Lead Safety and Health Plan.
- B. The Contractor is responsible for conducting the Exposure Assessment for the project. Personal air samples representative of a full shift including at least one sample for each job classification in each work area either for each shift or for the shift with the highest exposure level shall be collected and analyzed. Air samples should be taken in accordance with NIOSH Method 7082, or equivalent.
- C. Worker exposure levels shall be evaluated with respect to the OSHA Action Level ($30 \mu\text{g}/\text{m}^3$) and the Permissible Exposure Level ($50 \mu\text{g}/\text{m}^3$) as 8-hour Time-Weighted Averages. If measured exposure levels exceed the criteria set for respiratory protection and personal protection of workers, the Contractor shall stop work, shall notify the Owner's Representative, shall attempt to correct and control the operation to reduce the elevated contamination dust levels, and shall change protective measures for workers to the next higher level of protection (see TABLE 3) before re-assuming operations.
- D. After Contractor has completed final clean-up, and performed a visual inspection, the Consultant will perform a detailed visual inspection. All surfaces will be examined for the presence of dust or debris, especially flat surfaces. If dust or debris is found, Contractor shall reclean the entire work area and a repeat of the detailed visual inspection will occur.
- E. When the post abatement visual inspection has been completed, surface wipe sampling, using commercial wipes moistened with a non-alcohol wetting agent, shall be conducted by the Consultant. A minimum of three wipe samples will be collected and analyzed for each work area. Further cleaning will be required in any area where the result is in excess of 800 milligrams per square foot.
- F. The Owner will pay for the first set of wipe samples. The Contractor is responsible for payment of all subsequent tests, at a cost of \$150 per wipe sample.
- G. The Owner's Representative may provide other independent wipe testing and air monitoring services during the conduct of the project.

PART 2 - PRODUCTS

2.1 CLEANING SOLUTIONS

- A. Contractor shall provide solution containing at least one ounce of five percent trisodium phosphate per each gallon of water.

2.2 DISPOSAL

- A. Disposal bags shall be, as a minimum, individual, 6 mil thick, leak-tight, manufactured polyethylene bags.
- B. Polyethylene wrap shall be 6 mil and 10 mil polyethylene sheeting.
- C. Disposal drums shall meet US Department of Transportation (DOT) regulations for disposal of respective waste(s) generated.
- D. Disposal labels shall identify waste materials (before TCLP testing.) Hazardous wastes shall be identified as such in compliance with RCRA regulations for hazardous materials.

PART 3 - EXECUTION

3.1 METHODS OF ABATEMENT

- A. Removal: (Reserved)
- B. Abrasion: Remove lead-based paint by machine sanding, using a high efficiency particulate air (HEPA) filtered dust collection attachment.
 - 1. Sanders shall be of the dual action, rotary action, orbital or straight line system type, fitted with a HEPA dust pick-up system.
 - 2. Air compressors utilized to operate this equipment shall be designed to continuously provide 90 to 110 psi or as recommended by the manufacturer.
 - 3. Sanding shall only be done on flat surfaces which allow the HEPA dust collection system to come into tight contact with the surface being sanded. Surfaces to be sanded shall be wide enough to allow maximum efficiency of the HEPA dust collection system.
 - 4. All lead-based paints shall be removed down to the bare substrate surface. In cases where some pigment may remain embedded in wood grain and similar porous substrate, care shall be taken to avoid damage to the substrate with the sanding machine.
- C. Heat Blower Gun: Remove lead-based paint by heat, using a heat blower gun followed by scraping.
 - 1. Electrically operated, heat-blower gun shall be a flameless electrical paint softener type. Heat-blower shall have electronically controlled temperature settings to allow usage below a temperature of 700°F. Heat-blower shall be DI type (non-grounded) 120v, AC application. Heat-blower shall be equipped with various nozzles to cover all common applications (cone, fan, glass protector, spoon reflector, etc.)
 - 2. Hot air stream from the heat-blower gun shall be directed at the painted surface and the paint allowed to blister and soften. Considerable lead is volatilized from lead-based paint and lead fumes are released at approximately 700°F. Heat-blower shall not be operated above 700°F and respirator protection is required for all persons in the work area.
 - 3. Softened paint shall be removed down to the substrate surface as completely as possible by scraping and/or brushing. In cases that some pigment may remain embedded in wood grain and similar porous substrate, care shall be taken to avoid damage to the substrate with the scraping or brushing.

4. Care shall be taken to protect glass in windows and doors, and adjacent areas from damage from thermal stresses induced by the concentrated heat of the heat-blower gun. Damages to non-protected glass and adjacent areas from thermal stresses shall be repaired at the Contractor's expense.
- D. On-Site Chemical Removers: The following is not a recommended method. However, the Contractor may use this method, but only with the Consultant's prior approval.
1. Remove lead-based paint by scraping and/or brushing after the paint has been softened by the application of a chemical stripping agent. Exterior applications may be removed by water jet washing method on masonry substrates only.
 2. Chemical removers shall contain no methylene chloride products.
 3. Chemical removers shall be compatible with, and not harmful, to the substrate that they are applied to.
 4. Chemical removers used on masonry surfaces shall contain anti-stain formulation that inhibits discoloration of stone, granite, brick and other masonry construction.
 5. Chemical removers used on interior surfaces shall not raise or discolor the surface being abated.
 6. Chemical stripping agent neutralizers may be used on exterior surfaces only. Neutralizers shall be compatible with and not harmful to the substrate they are applied to. Neutralizers shall be compatible with the stripping agent that has been applied to the surface substrate.
 7. Chemical stripping agents and neutralizers shall be applied in accordance with the recommendations of the manufacturer. Stripping agents shall not be allowed to penetrate wood or other fibrous substrates. Softened paint shall be removed by scraping or wire brush.
 8. Contractor shall protect adjacent areas from damage from stripping agent during the course of work. Damages to non-protected adjacent areas from stripping agent shall be repaired at the Contractor's expense.
- E. Enclosure of Exterior Substrate: (Reserved)

3.2 CLEAN UP OF WORK AREA

- A. Clean-up shall be performed by lead abatement workers as follows:
1. After the abatement work has been completed, remove all debris and dispose of it in designated containers:
 2. Deposit all lead-contaminated waste, including sealing tape, plastic sheeting, mop heads, sponges, filters, and disposable clothing, etc. in double plastic bags, at least 6 mil thick or single 10 mil thick, and seal the bags;
 3. Wrap disassembled lead-painted building components (door sections, handrails, pipe sections) in two layers of minimum 6 mil polyethylene sheeting, secure and seal with tape, label as waste, and temporarily store for testing and disposal.

4. HEPA vacuum clean all surfaces in the interior work area including woodwork, metal work, walls, windows, floors, ceilings, steps, etc.;
5. After vacuum cleaning, phosphate wash all floors in the work area with a solution containing at least 1 ounce of 5 percent trisodium phosphate to each gallon of water;
6. After floor washing has dried, HEPA vacuum clean surfaces until no visible residue remains;
7. After all the work is completed, but before release of the work area, perform final clean-up and request that DOE personnel conduct the wipe test(s) for final clearance.

3.3 WASTE DISPOSAL

- A. The Contractor shall remove daily all lead waste from the work area.
- B. The Contractor shall be responsible for removing, controlling, waste materials, all treated as hazardous waste until classification through testing is completed. This includes not only solid wastes but also waste water generated from interim and final clean-up.
 1. During the actual abatement, the Contractor shall not leave debris in the work area or adjacent property, incinerate debris, dump waste into landfills, or introduce lead-contaminated water into storm or sanitary sewers.
- C. For disposal of waste materials, the requirements of the Resource Conservation and Recovery Act (RCRA) as well as applicable state and local solid waste plan requirements shall be complied with.
 1. Testing of lead-contaminated waste materials per the US EPA's Toxicity Characteristics Leaching Procedure (TCLP) will be conducted.
 2. If the TCLP results equal or exceed 5.0 mg/l of lead, the waste must be handled as hazardous waste, to be transported to a licensed treatment, storage, and disposal facility (TSDF).
 3. If the TCLP results are below the regulatory threshold of 5.0 mg/l, the wastes are not considered as being hazardous and can be disposed of as construction debris.
 4. Results of TCLP testing and analysis will be submitted to the Consultant before disposal of the particular waste stream.
 5. The following waste materials will be tested to determine whether or not they are hazardous wastes:
 - a) Paint chips (having a lead concentration greater than 1% is considered a hazard);
 - b) Waste water;
 - c) Dust from HEPA filters and from damp sweeping;
 - d) Paint and plaster removed from building;

- e) Plastic sheets, duct tape, or tape used to cover floors and other services during the lead-based paint removal;
 - f) Solvents and caustics used during the stripping process;
 - g) Liquid waste, such as wash water used to decontaminate wood after solvents have been used, and liquid waste water from exterior water blasting;
 - h) Rags, sponges, mops, HEPA filters, respirator cartridges, scrapers, and other materials used for testing, abatement and cleanup;
 - i) Disposable work clothes and respirator filters;
 - j) Any other items contaminated with lead-based paint.
6. Non-hazardous solid wastes shall be placed in double (6 mil) or single (10 mil) polyethylene bags that are air tight and puncture resistant.
- a) The Contractor shall contain and properly dispose of all liquid waste, including lead-dust contaminated wash water.
 - b) Exteriors of all containers and disposal bags shall be HEPA vacuumed prior to their removal from the work area and shall be wet wiped. Containers and bags should then be moved into the designated storage area.
 - c) The Contractor shall carefully place the containers into a truck or dumpster used for disposal.
7. Disposal of Hazardous Waste (as determined by analytical testing): The Contractor shall be required to comply with the RCRA regulations.
- a) Lead-contaminated debris shall not be stored in the work area while awaiting testing and removal. A temporary hazardous waste storage area shall be designated and managed for storage, in compliance with all federal, state, and local regulations.
 - b) Waste containers used will comply with EPA and DOT regulations for containers used in storing and hauling hazardous wastes.
 - c) If the Contractor is not a certified hazardous waste transporter, a subcontract shall be entered into with a certified transporter to move the hazardous wastes. The third party hauler shall be required to follow RCRA regulations, and all manifestation of the transport and disposal of the hazardous wastes shall be completed and submitted to the Owner's Representative.
 - d) Copies of transport and disposal manifests shall be submitted to the Owner's representative for distribution to Owner's Project Management team and Environmental Management and Hazardous Waste Program.

3.4 POST ABATEMENT SUBMITTALS

- A. The Contractor shall provide a total of 5 copies of each submittal. The submittals will be provided to the Owner's Representative for distribution to Owner's Project Management team, and OEHS. Each set of submittals will be bound using three-hole punch paper.
- B. The Contractor shall submit to the Owner's Representative copies of all manifests for the transportation and disposal of solid and hazardous wastes generated.
- C. The Contractor shall submit to the Owner's Representative marked-up as-built drawings showing in bold letters that all components with surfaces with lead paint have been removed or abated and describing such locations.
- D. The Contractor shall submit to the Owner's Representative copies of all records indicating that the renovation work has been performed in compliance with applicable regulation, these specifications, and the Lead Safety and Health Plan.

PART 4 - LEAD SAFETY AND HEALTH PLAN

4.1 PURPOSE

- A. Inorganic lead is a systemic poison that adversely affects the blood, nervous and urinary (kidney) systems, the reproductive system for both males and females, and poses risks to the fetus. Exposure to inorganic lead in the oil industry stems primarily from activities involving lead-based paints which have been used in almost every field location at some time or other. This Lead Safety and Health Plan establishes the procedures required for workers when performing work activities where inorganic lead is present.

4.2 REFERENCES

- A. OSHA 29 CFR 1926.62, Lead Exposure in Construction (Interim Final Rule)
- B. OSHA 29 CFR 1910.1025, Lead, General Industry
- C. OSHA 29 CFR 1926.350-354, Welding, Cutting and Heating
- D. OSHA 29 CFR 1910.134, Respiratory Protection
- E. OSHA 29 CFR 1926.59, Hazard Communication
- F. US HUD, "Lead-Based Paint: Interim Guidelines for Hazard Identification and Abatement in Public and Indian Housing", September 1990

4.3 COVERED ACTIVITIES

- A. This Plan covers all work activities that involve materials containing greater than 0.05% or 1.0 mg/cm² inorganic lead. This Plan is not applicable to organic lead, such as lead alkyls.
- B. Work activities that are specifically covered by this Plan include, but are not limited to new construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, including:
 - 1. Spray painting with lead paint;
 - 2. Abrasive blasting lead-containing paint or rust of scale from equipment that has been in lead alkyl service (e.g., leaded gasoline); and
 - 3. Welding, cutting, torch burning on surfaces with lead-based paints.
 - 4. Removal or encapsulation of lead-containing materials.

5. Demolition or salvage of structures with lead-containing materials.
6. Installation of products containing lead.
7. Cleanup activities associated with abrasive blasting lead paint.
8. Transportation, disposal, storage, or containment of lead-containing materials.
9. Maintenance activities where there is the possibility of exposure to lead-containing measures.

4.4 WRITTEN COMPLIANCE PROGRAM

- A. A written compliance program is required for any job where workers may be exposed to lead.
- B. The program shall be specific project oriented.
- C. The compliance program shall, at a minimum, cover in detail the elements included in this Plan.
- D. A competent person shall be assigned responsibility for the project and the implementation of the compliance program and shall make frequent inspections of the project to assure compliance with the written program.
- E. The competent person shall be capable of identifying and/or predicting lead hazards on the job, and shall have the authorization to take corrective measures to remediate such hazards.

4.5 EXPOSURE LIMITS

- A. Certain exposure levels shall be assumed, and interim protective measures shall be implemented, for certain work activities until an exposure assessment has been made.
 1. These work activities and the assumed exposure levels are summarized in Sections H.2 and H.3, and TABLE 2.
- B. A Regulated Area shall be established in areas that exceed or can be reasonably expected to exceed the PEL without regard for the use of respirators, or where interim protective measures are required.

4.6 EXPOSURE MONITORING

- A. Initial monitoring must be conducted for all lead-related activities. Representative breathing zone measurements shall be made in accordance with OSHA regulations (29 CFR 1926.62).
 1. Initial monitoring is still required for the specific activities where interim protective measures have been implemented.
- B. Periodic monitoring shall be conducted based on the initial monitoring results according to the following schedule:
 1. $TWA < 30 \mu\text{g}/\text{m}^3$ ($TWA < \text{Action Level}$): None required.
 2. $\mu\text{g}/\text{m}^3 < TWA < 50 \mu\text{g}/\text{m}^3$ ($AL < TWA < \text{PEL}$): Every 6 months.

F. Personal protective clothing

1. Disposable clothing, e.g., TYVEK, shall be provided.
2. Dedicated, re-usable clothing may be provided but must be laundered according to the schedule in TABLE 1.

G. The following hygiene facilities shall be provided:

1. Change areas segregated into a "clean" and "dirty" side to prevent cross-contamination.
2. A wet decontamination facility shall be constructed in each work area.
3. Reasonably accessible handwashing facilities must be provided for all lead work activities.
4. Eating facilities shall be provided outside of the area of contamination and shall be kept as free of lead contamination as practicable.

H. Specific worker hygiene practices are covered in detail in the written Compliance Program and shall be enforced by the employer.

4.8 MEDICAL SURVEILLANCE

A. Biological monitoring shall consist of sampling and analyzing the blood for lead and zinc protoporphyrin (ZPP).

1. Initial biological monitoring is required for interim work activities.

B. Medical surveillance shall consist of sampling and analyzing the blood for lead and ZPP as well as a medical examination.

1. Medical surveillance is required for workers exposed to > AL for more than 30 days in a consecutive 12 months.

C. Additional biological monitoring is required every two months whenever the last blood sample indicates a blood level > 40 µg/deciliter (40 µg/dl).

D. Workers must be removed from exposure (with benefits protected) if medical monitoring indicates a blood level in excess of 50 µg/dl of blood if the worker is exposed at or above the Action Level.

4.9 INFORMATION AND TRAINING

A. Workers exposed at or above the Action Level shall be trained in the following:

1. Contents of the OSHA Standard 29 CFR 1926.62.
2. Specific nature of the operations where lead is present.
3. Purpose, selection, fitting, use and limitations of respirators.
4. Adverse health effects of lead, including reproductive effects to males and females and effects on the fetus.
5. Engineering controls and work practices.
6. Contents of the written Compliance Program for the project.

7. Instructions that chelating agents should not be routinely used and should not be used except under the direction of a physician.
 8. Medical surveillance program and access to medical records (29 CFR 1910.20).
- B. Workers shall also have appropriate Hazard Communication, Respiratory Protection, and other applicable safety and health training.

4.10 CONTRACTOR

- A. Contractor performing work subject to this Lead Safety and Health Plan shall be notified of their obligation and responsibility to conduct work according to this Plan or OSHA 29 CFR 1926.62.
- B. Contractor shall have a written Compliance Program for their work.
- C. Contractor may rely on their documented exposure data in developing their Compliance Program provided it is representative of the work activity and conditions under which the work will be performed.

TABLE 1 - EXPOSURE LIMITS

Time Weighted Average (TWA) Exposures ¹	8-Hour TWA	12-Hour TWA	Adjustment for Longer Shifts
Permissible Exposure Limit (PEL)	50 µg/m ³	33.3 µg/m ³	400 µg/m ³ /hours worked
Action Level (AL)	30 µg/m ³	20 µg/m ³	240 µg/m ³ /hours worked

TABLE 2 - INTERIM PROTECTIVE MEASURES BASED ON WORK ACTIVITY TYPE

Interim Protective Measures Required	Activity	Activity	Activity
The protective measures marked by (X) in the boxes below are required until actual exposures can be demonstrated. Once exposure assessment is determined, protection measures (particularly respiratory protection) can be tailored to the actual "measured" exposure level.	Manual demo of structures (e.g., dry wall); manual scraping; manual sanding; heat gun applications; power tool cleaning w/dust collection; spray painting w/lead paint	Cleaning w/power tool w/o dust collection; clean-up of lead contamination; rivet busting	Abrasive blasting; welding; cutting; torch burning
Interim Exposure (µg/m ³)	50-500	500-2500	>2500
Respiratory protection	X	X	X
- Half facepiece w/HEPA filters	X	NO	NO
- Hood/helmet or Type CE abrasive blasting supplied air respirator in continuous flow mode		NO	NO
- Full facepiece w/HEPA filters		X	NO

¹Without regard to respirators

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- Powered Air Purifying Respirator (PAPR) w/HEPA filters		X	NO
- Fullface or Type CE abrasive blasting supplied air w/positive pressure			X
- SCBA or Type C or CE supplied air w/escape			X
Personal protective clothing and equipment	X	X	X
Change areas	X	X	X
Handwashing	X	X	X
Biological (blood) monitoring	X	X	X
Training	X	X	X
Warning signs - regulated area	X	X	X
Laundering (weekly; daily if > 200 µg/m ³)	REC	REC	REC
Showers	REC	REC	REC

* Respirators specified for higher concentrations may be used for lower concentrations of lead.

X = Required

N/R = Not Required

NO = Not Allowed

REC = Recommended

TABLE 3 - PROTECTIVE MEASURES BASED ON MEASURED EXPOSURE

"Measured" Exposure in µg/m ³	30-50	<500	<1250	<2500	<100000	>100000
Respiratory Protection	N/R					
- Half facepiece w/HEPA filters		X	NO	NO	NO	NO
- Hood/helmet or Type CE abrasive blasting supplied air respirator in continuous flow mode			X	NO	NO	NO
- Full facepiece w/HEPA filters				X	NO	NO
- Powered Air Purifying Respirator (PAPR) w/HEPA filters				X	NO	NO
- Fullface or Type CE abrasive blasting supplied air w/positive pressure					X	NO
- SCBA or Type C or CE supplied air w/escape						X
Personal protective clothing	N/R	X	X	X	X	X
Change areas	N/R	X	X	X	X	X
Handwashing	X	X	X	X	X	X
Biological (blood) monitoring	X	X	X	X	X	X
Training	X	X	X	X	X	X
Warning signs - regulated area	N/R	X	X	X	X	X
Laundering (weekly; daily if > 200 µg/m ³)	N/R	X	X	X	X	X
Showers	N/R	X	X	X	X	X
Medical surveillance	X	X	X	X	X	X

* Respirators specified for higher concentrations may be used for lower concentrations of lead.

X = Required

N/R = Not Required

NO - Not Allowed

END OF SECTION 02072

SECTION 02081 - REMOVAL OF ASBESTOS-CONTAINING MATERIALS

PART 1 - GENERAL

WET REMOVAL:

Thoroughly wet to satisfaction of Owner's Representative asbestos-containing materials to be removed prior to stripping and/or tooling to reduce fiber dispersal into the air. Accomplish wetting by a fine spray (mist) of amended water or removal encapsulant. Saturate material sufficiently to wet to the substrate without causing excess dripping. Allow time for amended water or removal encapsulant to penetrate material thoroughly. If amended water is used, spray material repeatedly during the work process to maintain a continuously wet condition. If a removal encapsulant is used, apply in strict accordance with manufacturer's written instructions. Perforate outer covering of any insulation which has been painted and/or jacketed in order to allow penetration of amended water or removal encapsulant, or use injection equipment to wet material under the covering. Where necessary, carefully strip away while simultaneously spraying amended water or removal encapsulant on the installation to minimize dispersal of asbestos fibers into the air.

Mist work area continuously with amended water whenever necessary to reduce airborne fiber levels.

Remove saturated asbestos-containing material in small sections from all areas. Do not allow material to dry out. As it is removed, simultaneously pack material while still wet into disposal bags. Twist neck of bags, bend over and seal with minimum three wraps of duct tape. Clean outside and move to Wash Down Station adjacent to Material Decontamination Unit.

Evacuate air from disposal bags with a HEPA filtered vacuum cleaner before sealing.

Sprayed-on Fireproofing: Spray asbestos-containing fireproofing with a fine mist of amended water or removal encapsulant. Allow time for amended water or removal encapsulant to saturate material completely. Do not over-saturate to cause excess dripping. If surface of material has been painted or otherwise coated cut small holes as required and apply amended water or removal encapsulant from above. After removal of asbestos-containing materials, remove any overspray on walls, decking, and structure above using stiff nylon bristled brush. Use high pressure washer only with written authorization from Owner's Representative.

Pipe Insulation: Spray with a mist of amended water or removal encapsulant. Allow amended water or removal encapsulant to saturate material to substrate. If a removal encapsulant is used, use in strict accordance with manufacturer's instructions. Cut bands holding preformed pipe insulation, slit jackets at seams, remove and hand-place in a disposal bag. Remove job-molded fitting insulation in chunks and hand place in a disposal bag. Do not drop to floor. Remove any residue on pipe or fitting with stiff bristle nylon hand brush. In locations where pipe fitting insulation is removed from pipe with straight runs insulated with fibrous glass or other non-asbestos-containing fibrous material, remove fibrous material 6" from the point where it contacts the asbestos-containing insulation.

Floor Tile and/or Mastic: Remove of and dispose of carpet as asbestos-containing waste. Spray material continuously with amended water. Use caution not to overwet. All methods of removal must be approved by the consultant. If solvents are used, the solvent must conform to the following minimum conditions:

1. Flash point (open or closed cup) >200 F
2. Auto Ignition Temperature >600 F
3. Slight odor

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4. Ph neutral
5. Aromatic vapors <100 ppm
6. Will not react violently with water

END OF SECTION - 02081

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4. Ph neutral
5. Aromatic vapors <100 ppm
6. Will not react violently with water

END OF SECTION - 02081

PART 3 - EXECUTION

Comply with the following sections during all phases of this work:

Section 01560 Worker Protection - Asbestos Abatement
Section 01562 Respiratory Protection

3.1 GENERAL:

- A. All waste is to be hauled by a waste hauler with all required licenses from all state and local authority with jurisdiction.
- B. Load all asbestos-containing waste material in disposal bags or leak-tight drums. All materials are to be contained in one of the following:
 - 1. Two 6 mil disposal bags or
 - 2. Two 6 mil disposal bags and a fiberboard drum or
 - 3. Sealed steel drum with no bag
- C. Protect interior of truck or dumpster with Critical and Primary Barriers as described in Section 01526 Temporary Enclosures.
- D. Carefully load containerized waste in fully enclosed dumpsters, trucks or other appropriate vehicles for transport. Exercise care before and during transport, to insure that no unauthorized persons have access to the material. Carry extra 6 mil disposal bags in truck.
- E. Do not store containerized materials outside of the Work Area. Take containers from the Work Area directly to a sealed truck or dumpster.
- F. Do not transport disposal bagged materials on open trucks. Label drums with same warning labels as bags. Uncontaminated drums may be reused. Treat drums that have been contaminated as asbestos-containing waste and dispose of in accordance with this specification.
- G. Advise the landfill operator or processor, at least ten days in advance of transport, of the quantity of material to be delivered.
- H. At disposal site unload containerized waste:
 - 1. At a disposal site, sealed plastic bags may be carefully unloaded from the truck. If bags are broken or damaged, rebag immediately on site. Clean entire truck and contents using procedures set forth in section 01711 Project Decontamination.
 - 2. At a processing site truck and loading dock are arranged as a controlled work area and containerized waste is transferred to storage area by site personnel. All bags including broken ones will be transferred. Clean truck, using procedures set forth in section 01711 Project Decontamination.
- I. Retain receipts from landfill or processor for materials disposed of.
- J. At completion of hauling and disposal of each load submit copy of waste manifest, chain of custody form, and landfill receipt to Owner's Representative.

END OF SECTION - 02084

DISPOSAL OF ASBESTOS-CONTAINING WASTE MATERIAL - 2

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

L&L General Contractors

11988 FM 365

Beaumont, TX 77705

OWNER:

(Name, legal status and address)

Jefferson County Purchasing Department

1149 Pearl St., 1st Floor

Beaumont, TX 77701

BOND AMOUNT: Five Percent (5%) of Total Amount Bid

SURETY:

(Name, legal status and principal place of business)

Merchants National Bonding, Inc.

P.O. Box 14498

Des Moines, IA 50306-3498

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

(Name, location or address, and Project number, if any)

Demolition of Hangar No. 3 at Jack Brooks Regional Airport

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **12th** day of **February** **2019**


(Witness)

L&L General Contractors

(Principal)


(Title) VICE PRESIDENT

(Seal)


(Witness)

Merchants National Bonding, Inc.

(Surety)


(Title) Mary Catherine Turner, Attorney-in-Fact

(Seal)

Init.

MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Garrett Turner; Mary Catherine Turner; Meghann Turner

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

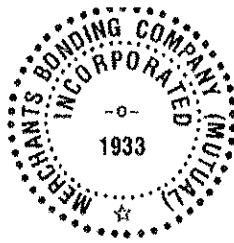
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 6th day of April, 2017.

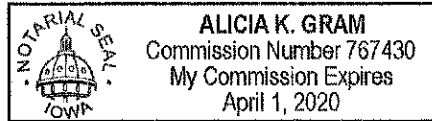


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 6th day of April, 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram
Notary Public

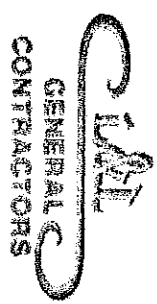
(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 12th day of February, 2019.



William Warner Jr.
Secretary



GENERAL CONTRACTORS

L&L General Contractors

11988 FM 365 W
Beaumont, TX 77705

RECEIVED 10:44 AM FEB 12 2019

PROPOSAL FOR - IFB 19-003JW

Project Name: Jefferson County - Demolition of Hangar #3
at Jack Brooks Regional Airport

Bid Location: 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701

Bid Time: 2-11-2019 @ 11:00AM

GRANT MACKAY

DEMOLITION Co.

February 11, 2019

Jefferson County
Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

Re: IFB 19-003/JW
Demolition of Hangar No.3 at Jack Brooks
Regional Airport

Dear Sir or Madame;

Please find enclosed Grant Mackay Company, Inc.'s proposal for the above-named project.

Grant Mackay Company, Inc. would like to thank you for this opportunity to bid on work for Jefferson County. We look forward to hearing from you regarding our proposal. Please feel free to contact our office, if you should have any questions or need any additional information.

Sincerely,



Brice Ebersole
Project Manager / Estimator

Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Name & Number: IFB 19-003/JW, Demolition of Hangar No. 3 at Jack Brooks Regional Airport

Bidder's Company/Business Name: Grant Mackay Company, Inc.

Bidder's TAX ID Number: XXXXXXXXXX

Contact Person: Brice Ebersole **Title:** Project Manager / Estimator

Phone Number (with area code): 713-670-0135

Alternate Phone Number if available (with area code): 281-995-8077

Fax Number (with area code): 713-670-0765

Email Address: Brice@grantmackayco.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

3717 Mesa Drive

Address

Houston, Texas 77013

City, State, Zip Code

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): 1, 2, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Grant Mackay Company, Inc.
Company Name


For clarification of this offer, contact:

3717 Mesa Drive
Address

Brice Ebersole
Name

Houston Texas 77013
City State Zip

713-670-0135 713-670-0765
Phone Fax


Signature of Person Authorized to Sign

Brice@grantmackayco.com
E-mail

Brice Ebersole
Printed Name

Project Manager / Estimator
Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. 19-033/JW, Demolition of Hangar No. 3 at Jack Brooks Regional Airport. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Bidder proposes to furnish all labor, material and equipment, and to perform all work necessary for the demolition of Hangar No. 3 at the Jack Brooks Regional Airport in accordance with drawings and specifications prepared by Fittz & Shipman, Inc. for the following sum:

Total Bid Amount: \$ 28,604 . 79***

Total Bid Amount Written in Words:

Twenty-eight thousand six hundred four dollars and Seventy-Nine /100

Bidder has examined the bid specifications and the nature and kind of work to be performed and is informed of all local conditions and other things that might affect the cost or difficulty of performing the Work, and Bidder represents and warrants that Bidder has experience in the use of materials and methods of performance specified, and that Bidder will do the Work and construct the improvements with the specified materials as contemplated and indicated by the Drawings and Specifications.

Upon receipt of notice of acceptance of bid, Bidder agrees to execute the Contract within 10 (ten) days after such notice, deliver Performance and Payment Bonds for the faithful performance of the Work, to begin work on or before the date of commencement of the Work established in the Notice to Proceed, and to complete the Work in **(30) calendar days**.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project on or before the date of completion shown on the "Notice to Proceed". Bidder further agrees to pay as liquidated damages, the sum of **\$100.00** for each consecutive calendar day thereafter.

Acknowledgment of Addenda (if any):

Addendum 1 1 Date Received 01/24/2019

Addendum 2 2 Date Received 02/01/2019

Addendum 3 Date Received

Bidder Shall Return Completed Form with Offer.

Vendor References

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: City of Sugarland

Address: 2700 Town Center Blvd. N, Sugarland, TX 77479

Contact Person and Title: Lane Wolf, Manager, Vertical Construction, City of Sugarland

Phone: 281-275-2227 Fax: unknown

Email Address: jwolf@sugarlandtx.gov Contract Period: Complete - 12/31/2018

Scope of Work: Demolition of Sugarland Central Unit; Value - \$1,057,686.00

REFERENCE TWO

Government/Company Name: Port of Houston Authority

Address: 111 East Loop N, Houston, TX 77029

Contact Person and Title: Brook Lewis, Project Mgr.

Phone: 713-670-2646 Fax: Unknown

Email Address: blewis@poha.com Contract Period: Complete - 02/2015

Scope of Work: Turning Basin Terminal, Phase 1 - Building removal. Value - \$1,657,000.00

REFERENCE THREE

Government/Company Name: Texas Department of Criminal Justice

Address: 2 Financial Plaza, Suite 525, Huntsville, Tx. 77340

Contact Person and Title: Brian Miller, Facility Manager

Phone: O#936-437-7206 or C#936-662-5363 Fax: Unknown

Email Address: Brian.Miller@tdcj.texas.gov Contract Period: Complete - 10/2018

Scope of Work: Removal of TDCJ Jester Unit I & Several Ag Buildings. Value - \$169,326.77

Bidder Shall Return Completed Form with Offer.

Signature Page

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?..... Yes No

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

Grant Mackay Company, Inc.
Bidder (Entity Name)


Signature

3717 Mesa Drive
Street & Mailing Address

Brice Ebersole
Print Name

Houston, Texas 77013
City, State & Zip

February 11, 2019
Date Signed


713-670-0135
Telephone Number

713-670-0765
Fax Number

Brice@grantmackayco.com
E-mail Address

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ				
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center; padding: 2px;">OFFICE USE ONLY</th> </tr> </thead> <tbody> <tr> <td style="width: 50%; padding: 2px;">Date Received</td> <td style="width: 50%;"></td> </tr> </tbody> </table>		OFFICE USE ONLY		Date Received	
OFFICE USE ONLY						
Date Received						
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center;">None - N/A</p>						
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: small;">(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.)</p>						
<p>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;"><u>None - N/A</u></p> <p style="text-align: center; font-size: small;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>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 named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by 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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> <p style="text-align: center;">None - N/A</p>						
<p>4</p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">  Signature of vendor doing business with the governmental entity </div> <div style="text-align: center;"> Bryce Ebersole, Project Manager / Estimator Date </div> <div style="text-align: center;"> <u>02/11/2019</u> Date </div> </div>						

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS						
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		<p>OFFICE USE ONLY</p> <p>Date Received</p>						
1	<p>Name of Local Government Officer</p> <p style="margin-left: 20px;">None - N/A</p>							
2	<p>Office Held</p> <p style="margin-left: 20px;">None - N/A</p>							
3	<p>Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</p> <p style="margin-left: 20px;">None - N/A</p>							
4	<p>Description of the nature and extent of employment or other business relationship with vendor named in item 3</p> <p style="margin-left: 20px;">None - N/A</p>							
5	<p>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</p> <p style="margin-left: 20px;">None - N/A</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; border-bottom: 1px solid black;">Date Gift Accepted</td> <td style="border-bottom: 1px solid black;">Description of Gift</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Date Gift Accepted</td> <td style="border-bottom: 1px solid black;">Description of Gift</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Date Gift Accepted</td> <td style="border-bottom: 1px solid black;">Description of Gift</td> </tr> </table> <p style="text-align: center; margin-left: 40px;">(attach additional forms as necessary)</p>		Date Gift Accepted	Description of Gift	Date Gift Accepted	Description of Gift	Date Gift Accepted	Description of Gift
Date Gift Accepted	Description of Gift							
Date Gift Accepted	Description of Gift							
Date Gift Accepted	Description of Gift							
6	<p>AFFIDAVIT</p> <p style="margin-left: 40px;">I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <p style="margin-left: 20px;">None - N/A</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px; font-size: small;">Signature of Local Government Officer</p> <p style="margin-left: 20px; font-size: x-small;">AFFIX NOTARY STAMP / SEAL ABOVE</p> <p style="margin-left: 20px; font-size: x-small;">Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.</p> <table style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="width: 33%; border-bottom: 1px solid black; font-size: x-small;">Signature of officer administering oath</td> <td style="width: 33%; border-bottom: 1px solid black; font-size: x-small;">Printed name of officer administering oath</td> <td style="width: 33%; border-bottom: 1px solid black; font-size: x-small;">Title of officer administering oath</td> </tr> </table>		Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath			
Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath						

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

Yes No

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .


- Yes No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
- Yes No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
- Yes No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant's organization)?
- Yes No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?
- Yes No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
- Yes No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your bid.

If necessary, please use a separate sheet to answer the above questions.

Brice Ebersole

 Printed Name of Authorized Representative



 Signature

Project Manager / Estimator

 Title

February 11, 2019

 Date

Bidder Shall Return Completed Form with Offer.

****No work to be subcontracted out.**

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

Yes No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: Grant Mackay Company, Inc. HUB: p Yes p No

Address: 3717 Mesa Drive Houston Texas 77013
Street City State Zip

Phone (with area code): 713-670-0135 Fax (with area code): 713-670-0765

Project Title & No.: Demolition of Hangar No. 3 at Jack Brooks Regional Airport, IFB 19-003/JW

Prime Contract Amount: \$ 28,604.79

HUB Subcontractor Name: None - N/A

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Brice Ebersole
Printed Name of Contractor Representative


Signature of Representative

02/11/2019
Date

None - N/A
Printed Name of HUB

Signature of Representative

Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

Yes No

Prime Contractor: Grant Mackay Company, Inc. HUB: Yes No

HUB Status (Gender & Ethnicity): Male - Caucasian

Address: 3717 Mesa Drive Houston TX 77013
Street City State Zip

Phone (with area code): 713-670-0135 Fax (with area code): 713-670-0765

Project Title & No.: Project Manager / Estimator IFB/RFP No.: 19-003/JW

Total Contract: \$28,604.79 Total HUB Subcontract(s): \$0.00 - None

Construction HUB Goals: 12.8% MBE: 0% 12.6% WBE: 0%

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: None - N/A

HUB Status (Gender & Ethnicity): None - N/A

Certifying Agency: Texas Bldg & Procurement Comm. Texas Unified Certification Prog.

Address: None - N/A
Street City State Zip

Contact person: None - N/A Title: None - N/A

Phone (with area code): None - N/A Fax (with area code): None - N/A

Proposed Subcontract Amount: \$0.00 Percentage of Prime Contract: 0%

Description of Subcontract Work to be Performed: None - N/A

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: None - N/A

HUB Status (Gender & Ethnicity): None - N/A

Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: None - N/A
Street City State Zip

Contact person: None - N/A Title: None - N/A

Phone (with area code): None - N/A Fax (with area code): None - N/A

Proposed Subcontract Amount: \$0.00 Percentage of Prime Contract: 0 %

Description of Subcontract Work to be Performed: None - N/A

HUB Subcontractor Name: None - N/A

HUB Status (Gender & Ethnicity): None - N/A

Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: None - N/A
Street City State Zip

Contact person: None - N/A Title: None - N/A

Phone (with area code): None - N/A Fax (with area code): None - N/A

Proposed Subcontract Amount: \$0.00 Percentage of Prime Contract: 0 %

Description of Subcontract Work to be Performed: None - N/A

**All HUB Subcontractor Participation may be verified with the
HUB Subcontractor(s) listed on Part I.**

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- All subcontractors to be utilized are "Non-HUBs." (Complete Part III)
 HUBs were solicited but did not respond.
 HUBs solicited were not competitive.
 HUBs were unavailable for the following trade(s):
 Other: No work is to be subcontracted out.

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? Yes No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: None - N/A

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: None - N/A

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

- I certify that _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.
- I certify that Grant Mackay Company, Inc. [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is West Bountiful, Utah (city and state).

Taxpayer Identification Number (T.I.N.):	87-0480891
Company Name submitting bid/proposal:	Grant Mackay Company, Inc.
Mailing address:	3717 Mesa Drive, Houston, TX 77013
If you are an individual, list the names and addresses of any partnership of which you are a general partner: None - N/A	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**
None - N/A	

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

House Bill 89 Verification

I, Brice Ebersole, the undersigned representative of (company or business name) Grant Mackay Company, Inc. (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

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

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.



Signature of Company Representative

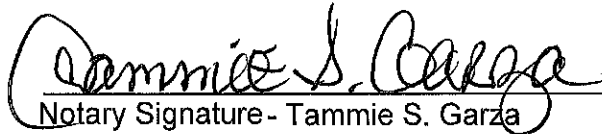
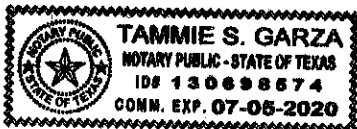
02/11/2019

Date

On this 11th day of February, 2019, personally appeared

Brice Ebersole, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal



Notary Signature - Tammie S. Garza

02/11/2019

Date

Bidder Shall Return Completed Form with Offer.

Senate Bill 252 Certification

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Grant Mackay Company, Inc.

Company Name

IFB 19-003/JW

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF Texas COUNTY OF Harris

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas,

on this day personally appeared Brice Ebersole, who
(name)

after being by me duly sworn, did depose and say:

"I, Brice Ebersole am a duly authorized officer of/agent
(name)
for Grant Mackay Company, Inc. and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said Grant Mackay Company, Inc.
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: Grant Mackay Company, Inc.

3717 Mesa Drive, Houston, TX 77013

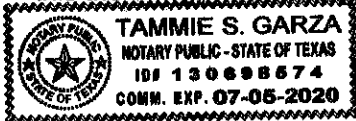
Fax: 713-670-0765 Telephone# 713-670-0135

by: Brice Ebersole Title: Project Manager / Estimator
(print name)

Signature: *Brice Ebersole*

SUBSCRIBED AND SWORN to before me by the above-named
Brice Ebersole, Project Manager / Estimator for Grant Mackay Company, Inc. on

this the 11th day of February, 2019.



Tammie S. Garza
Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.

Sample Contract

This agreement made this [Date] day of [Month] , 2019, by and between the County of Jefferson, Texas represented by the County Judge, party of the first part, and [Contractor/Vendor Name] his/their executors, administrators, heirs, successors or assigns, the Contractor, party of the second part.

WHEREAS, the County desires to enter into a contract for **Invitation for Bid (IFB 19-003/JW), Demolition of Hangar No. 3 at Jack Brooks Regional Airport** as shown and described in the Contract Documents (to include plans, drawings, specifications, addenda, special provisions, and this Contract documents itself) included herein, and

WHEREAS, the Contractor has been engaged in and now does such work and represents that he is fully equipped, competent and capable of performing the desired and herein outlined work and is ready and willing to perform such work in accordance with the unit prices listed herein and the provisions of the herein included in the Contract Documents, and special provisions now

WITNESSETH: That for and in consideration of the unit prices listed herein, a part of this contract, the Contractor agrees to do, at his own proper cost and expense, all the work necessary for project completion as shown and described in the plans and in accordance with the provisions of the plans, drawings, specifications, addenda, and special provisions which are a part of this contract.

CONTRACTOR'S REPRESENTATIONS:

In order to induce Jefferson County to enter into this Agreement, Contractor makes the following representations:

Contractor has examined and carefully studied the Contract Documents (including plans, drawings, specifications, addenda, special provisions) identified in the Bidding Documents.

Contractor has visited the Site and/or become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.

Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

Contractor is aware of the general nature of any work to be performed by Jefferson County and the others at the Site that relates to the Work as indicated in the Contract Documents.

Contractor has given Jefferson County written notice of all conflicts, errors, ambiguities, or discrepancies that contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer or Purchasing Department is acceptable to the Contractor.

The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

LIQUIDATED DAMAGES:

Contractor and Jefferson County recognize that time is of the essence of this Agreement and that Jefferson County will suffer financial loss if the Work is not completed within the times specified in the bid specifications and this above, plus any extensions thereof allowed in accordance with bid specifications. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Jefferson County if the Work is not completed on time. Accordingly, instead of requiring any such proof, Jefferson County and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Jefferson County **\$100.00** for each day that expires after the time specified in Notice to Proceed.

CONTRACT PRICE:

Jefferson County shall pay Contractor the lump sum amount of \$ **[Contract Amount Here]** for completion of the Work in accordance with Contract Documents including plans, specifications, addenda, and special provisions for Project: **(IFB 19-003/JW), Demolition of Hangar No. 3 at Jack Brooks Regional Airport.**

All specific cash allowances are included in the above price and have been calculated in accordance with bid specifications and addenda (if applicable).

CONTRACT TIMES:

Time for completion of this contract shall be calculated beginning on the effective date given in the Notice to Proceed.

The work to be constructed under this contract shall be completed in (30) working days.

The County, in consideration of the full and true performance of said work by the Contractor, hereby agrees and binds itself to pay the Contractor for the quantities of work performed in compliance with this contract at the respective unit prices set forth herein, subject to adjustment as herein provided. The following items of work and respective unit prices are those contained in the original proposal and are a part of this contract. The County limits its obligation hereunder to the funds available.

The Contractor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement, or in compensation for services in connection therewith, any brokerage commission or percentage upon the amount receivable by him hereunder; and that he has not in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission or percentage; and that all moneys payable to him hereunder are free from all obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the County or for deduction from any sum due or to become due thereunder an amount equal to any brokerage commission or percentage so paid or agreed to be paid or both.

In the employment of labor in the performance of this contract, preference shall be given, other conditions being equal, to honorably discharged service personnel, but no other preference or discrimination among citizens of the United States shall be made.

It is acknowledged and agreed by the parties hereto that this contract is the full and complete contract for the construction of the work called for and described herein.

IN WITNESS WHEREOF, the parties hereto have set their hands the date herein named.

COUNTY OF JEFFERSON

Party of the First Part

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs hereto approved and authorized by the Commissioners' Court of Jefferson County;

By: _____
Jeff R. Branick, County Judge

RECOMMENDED FOR EXECUTION:

Billy J. Smith, Jr., President
Fitz & Shipman, Inc. / Consulting Engineer

CONTRACTOR

Party of the Second Part

By: Brice Ebersole, Project Manager / Estimator
Printed Name & Title

Signature

Grant Mackay Company, Inc.
Firm/Company Name

ATTEST: _____ DATE: _____
Carolyn L. Guidry, County Clerk

AIA Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Grant Mackay Company, Inc.
3717 Mesa Drive
Houston, TX 77013

SURETY:

(Name, legal status and principal place of business)

The Guarantee Company of North America USA
6550 South Millrock Drive, #300
Salt Lake City, UT 84121

OWNER:

(Name, legal status and address)

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

BOND AMOUNT: Five Percent (5%) of Amount of Bid

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

(Name, location or address, and Project number, if any)

Demolition of Hangar No. 3 at Jack Brooks Regional Airport

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom, and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of February, 2019

(Signature of Dammie L. George)
(Witness)

(Signature of Paul Levy)
(Witness)

Grant Mackay Company, Inc.

(Principal)

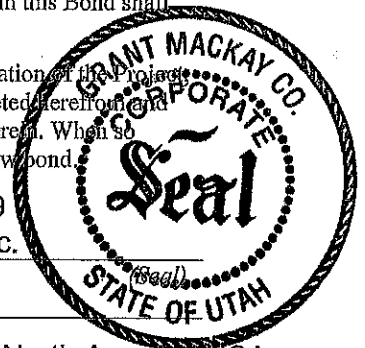
(Signature of Andrew Rendon)
(Title) PROJ. MGR. - ESTIMATOR

The Guarantee Company of North America USA

(Surety)

(Seal)

(Title) Andrew Rendon, Attorney-in-Fact



CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.



The Guarantee Company of North America USA
Southfield, Michigan

NOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Terry H. Buckner, Randy Emery, Chris Lund, J. Michele Burraston, Michael H. Gale, Georgia Torres, Rayne Harris, Dennis M. Gross, Andrew Rendon, C. Brett Nilsson, Blake Nilsson, Julie B. Martindale

The Buckner Company

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March, 2018.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak

Randall Musselman

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 1st day of March, 2018 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 12th day of February, 2019

Randall Musselman

Randall Musselman, Secretary



**JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT**

1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593 phone

ADDENDUM TO IFB

IFB Number: IFB 19-003/JW
IFB Title: Demolition of Hangar No. 3 at Jack Brooks Regional Airport
IFB Due: **11:00 am CT, Tuesday, February 12, 2019**
Addendum No.: 1
Issued (Date): January 24, 2019

TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda.** For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal.** If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum:

Re-schedule of Pre-Bid Conference and Walk-through

Please note that the Pre-Bid Conference and Walk-through for this project has been re-scheduled for: 10:00 am CT, Thursday, January 31, 2019; and will be held in the Airport Administration Conference Room located at 5000 Jerry Ware Blvd., Beaumont, Texas 77705.

This conference will be bidder's only opportunity to view secured areas of the project.

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

Camille S. Carza
Witness

[Signature]
Witness

W.P.B.
Authorized Signature (Bidder)

Brice Ebersole, Project Manager / Estimator
Title of Person Signing Above

Grant Mackay Company, Inc.
Typed Name of Business or Individual

Approved by _____ Date: _____

3717 Mesa Drive, Houston, TX 77013
Address



**JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT**

1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593 phone

ADDENDUM TO IFB

IFB Number: (IFB 19-003/JW)
IFB Title: Demolition of Hangar No. 3 at Jack Brooks Regional Airport
IFB Due: **11:00 am CT, Tuesday, February 12, 2019**
Addendum No.: 2
Issued (Date): February 1, 2019

TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda.** For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal.** If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Cut-off Date & Time for Responses to Question Submissions set for 5:00 pm, Friday, February 8, 2019.

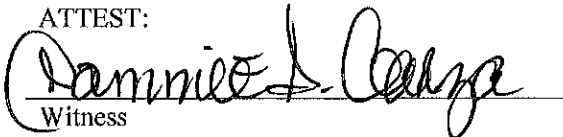
Bidders may submit *technical* questions via email to Bill Smith with Fittz & Shipman, Inc. at: bsmith@fittzshipman.com

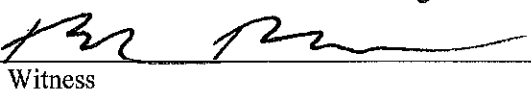
Bidders may submit *bid submission* questions via email to Jamey West, Assistant Purchasing Agent with Jefferson County at: jwest@co.jefferson.tx.us

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

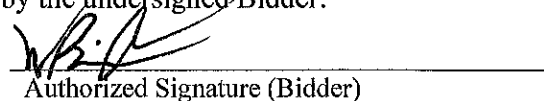
Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:


Witness


Witness

Approved by _____ Date: _____


Authorized Signature (Bidder)

Brice Ebersole, Project Manager / Estimator
Title of Person Signing Above

Grant Mackay Company, Inc.
Typed Name of Business or Individual

3717 Mesa Drive, Houston, TX 77013
Address



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/2/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Buckner Company 6550 S. Millrock Dr., Suite 300 Salt Lake City UT 84121	CONTACT NAME: Lisa DeGolyer PHONE (A/C, No, Ext): 801-937-6700 FAX (A/C, No): 801-930-6379 E-MAIL ADDRESS: ldegolyer@buckner.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Interstate Fire & Casualty Company	NAIC # 22829
INSURER B : Navigators Insurance Company	42307
INSURER C : Continental Casualty Company	20443
INSURER D : Allied Property & Casualty Insurance Company	42579
INSURER E : Crum and Forster Specialty Insurance Company	42471
INSURER F : Advantage Workers Compensation Ins Co	40517

INSURED GRANMAC-01

Grant Mackay Company, Inc.
 3717 Mesa Drive
 Houston TX 77013

COVERAGES **CERTIFICATE NUMBER: 1774360568** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			DAN1000540	4/1/2018	4/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 BI & PD Deductible \$ 10,000
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:			BACP3008633415	4/1/2018	4/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			LA18EXC712847IV	4/1/2018	4/1/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ \$
F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A	3453616	6/10/2018	6/10/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Inland Marine			CMC8865	4/1/2018	4/1/2018	Rented/Leased Deductible 500,000
E	Pollution			CPL109154	6/29/2018	4/1/2019	Pollution 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER <div style="border: 1px solid black; height: 40px; margin-top: 10px;"></div> <p style="text-align: center; margin-top: 10px;">For Information Only</p>	CANCELLATION <p style="text-align: center;">SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <hr/> <p style="text-align: center;">AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"><i>Tony Bohan</i></p>
---	--

ORIGIN ID:HBYA (713) 670-0135
TAMMIE GARZA
GRANT MACKAY COMPANY
3717 MESA DR

SHIP DATE: 11FEB19
ACTWGT: 1.00 LB
CAD: 5436940/NET4100

HOUSTON, TX 77013
UNITED STATES US

BILL SENDER

TO **PURCHASING DEPARTMENT**
JEFFERSON COUNTY
1149 PEARL STREET
1ST FLOOR
BEAUMONT TX 77701

(409) 835-8593

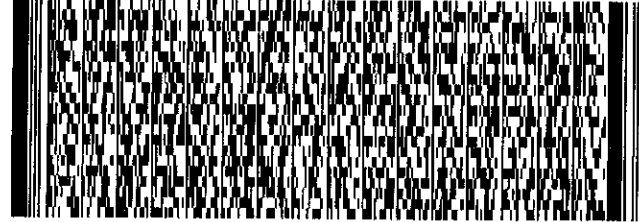
REF:

INV:
PO:

DEPT:

555.020E3D/23AD

FedEx Ship Manager - Print Your Label(s)

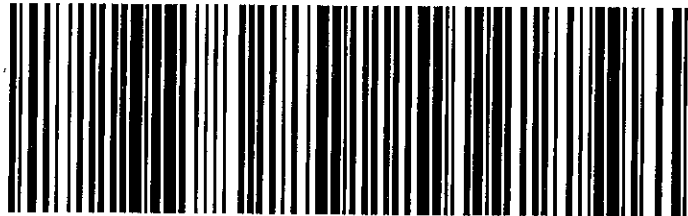


TUE - 12 FEB 10:30A
PRIORITY OVERNIGHT

TRK# 7744 4501 0899
0201

43 BPTA

77701
TX-US IAH



RECEIVED 10:55 AM FEB 12 2019

2/11/2019

ORIGINAL

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

January 14, 2019

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 19-003/JW, Demolition of Hangar No. 3 at Jack Brooks Regional Airport. Specifications for this project may be obtained from the Jefferson County website <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and three (3) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: Demolition of Hangar No. 3 at Jack Brooks Regional Airport
BID NO: IFB 19-003/JW
DUE DATE/TIME: 11:00 AM CT, February 12, 2019
MAIL OR DELIVER TO: Jefferson County Purchasing Department
 1149 Pearl Street, 1st Floor
 Beaumont, Texas 77701

There will be a pre-bid conference and walk-through at 10:00 AM CT on Tuesday, January 29, 2019, in the Airport Administration Conference Room at 5000 Jerry Ware Blvd., Beaumont, Texas 77705. This conference will be bidder's only opportunity to view secured areas of the project.

The County shall require the bidder to furnish a bid security in the amount of five percent (5%) of the total contract cost. The bid bond must be executed with a surety company authorized to do business in the State of Texas. Within ten (10) days after the date of the signing of a contract, the bidder shall furnish a performance bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars (\$100,000). If the contract is for one hundred thousand dollars (\$100,000) or less, the County may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent, at 409-835-8593 or jwest@co.jefferson.tx.us

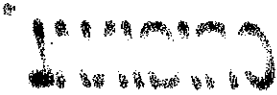
Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark, Purchasing Agent
 Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – January 16, 2019 & January 23, 2019



IFB 19-003/JW
Demolition of Hangar No. 3 at Jack Brooks Regional Airport
Bids due: 11:00 AM CT, Tuesday, February 12, 2019

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Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Three (3) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

Additionally, Bidder must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

<https://www.co.jefferson.tx.us/Purchasing/>

Instructions to Bidders

1. Bid Submission

Bids must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope or box shall also include the Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Late bids will not be accepted and will be returned unopened to the bidder.

All bids submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

2. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

3. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal.** Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

The County requests that bid submissions **NOT** be bound by staples or glued spines.

If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.

The bid shall be legally signed and shall include the complete address of the bidder.

Jefferson County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

5. Signatures

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

6. **County Holidays – 2019:**

January 1	Tuesday	New Year's
January 21	Monday	Martin Luther King, Jr. Day
February 18	Monday	President's Day
April 19	Friday	Good Friday
May 27	Monday	Memorial Day
July 4	Thursday	Independence Day
September 2	Monday	Labor Day
November 11	Monday	Veteran's Day
November 28 & 29	Thursday & Friday	Thanksgiving
December 24 & 25	Tuesday & Wednesday	Christmas
January 1, 2020	Wednesday	New Year's

7. **Rejection or Withdrawal**

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

8. **Emergency/Declared Disaster Requirements**

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

9. **Award**

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected. Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not a

awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

10. Contract

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

11. Waiver of Subrogation

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

12. Fiscal Funding

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

13. Bid Results

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page (<http://co.jefferson.tx.us/purchasing/main.htm>) as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

14. Changes and Addenda to Bid Documents

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

15. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

16. Delivery

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

17. Interpretation of Bid and/or Contract Documents

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

18. Currency

Prices calculated by the bidder shall be stated in U.S. dollars.

19. Pricing

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

20. Notice to Proceed/Purchase Order

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

21. Certification

By signing the offer section of the Offer and Acceptance page, bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

22. Definitions

"County" – Jefferson County, Texas.

"Contractor" – The bidder whose proposal is accepted by Jefferson County.

23. Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

General Conditions of Bidding and Terms of Contract

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

1. Bidding

1.1 Bids. All bids must be submitted on the bid form furnished in this package.

1.2 Authorized Signatures. The bid must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

1.3 Late Bids. Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 Withdrawal of Bids Prior to Bid Opening. A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 Withdrawal of Bids after Bid Opening. Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 Bid Amounts. Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 Exceptions and/or Substitutions. All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 Alternates. The Invitation for Bid and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 Descriptions. Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 Bid Alterations. Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 Tax Exempt Status. Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 Quantities. Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive

any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 Silence of Specifications for Complete Units. All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 Addenda. Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

1.16 General Bid Bond/Surety Requirements. Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 General Insurance Requirements. Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.18 Responsiveness. A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 Responsible Standing of Bidder. To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 Confidential/Proprietary Information

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder **must** clearly mark the applicable pages of Bidder's bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

1.21 Public Bid Opening. Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. Performance

2.1 Design, Strength, and Quality. Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 Age and Manufacture. All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 Delivery Location. All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 Delivery Schedule. Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 Delivery Charges. All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

2.6 Installation Charges. All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 Operating Instructions and Training. Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 Storage. Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 Compliance with Federal, State, County, and Local Laws. Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA. The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 Patents and Copyrights. The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 Samples, Demonstrations and Testing. At Jefferson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

2.13 Acceptability. All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. 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 Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 Maintenance. Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

2.15 Material Safety Data Sheets. Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

3.1 Purchase Orders. A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County 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.

3.2 Invoices. All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

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

3.4 Funding. Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. Contract

4.1 Contract Definition. The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful bidder and Jefferson County.

4.2 Change Order. No different or additional terms will become part of this contract with the exception of a change order. 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 and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.3 Price Re-determination. A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

4.4 Termination. Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any

and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

4.5 Conflict of Interest. Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

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

4.7 Interest by Public Officials. No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.8 Warranty. The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.9 Uniform Commercial Code. The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.10 Venue. This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.11 Sale, Assignment, or Transfer of Contract. The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.12 Silence of Specifications. The apparent silence of these specifications as to any 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.

5. Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1367). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding \$100,000.

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-
- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (b) Meeting contract performance requirements; or
 - (c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products/htm>.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall ensure that required parts of the bid are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Bidder is responsible for submitting one (1) *original* bid copy to include a completed copy of this specifications packet in its entirety; and three (3) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

All bids shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED BID." The outside of the envelope or box shall also include: Bid Number, Bid Name, Bid Due Date, Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

2. Vendor Registration: SAM (System for Award Management).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

Bidders are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Bid Submission.

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018: The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

FORM 1295 Exemptions: What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission) – CONTINUED

Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.

Vendors must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

4. Multiple Vendor Award

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

5. Delivery

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

6. Payment

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to: Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7th floor, Beaumont, TX 77701.

7. Usage Reports

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	\$1,000,000
Excess Liability	\$1,000,000

Property Insurance (policy below that is applicable to this project):

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 9 Below)

9. Workers' Compensation Insurance

9.1 Definitions:

- 9.1.1 Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- 9.1.2 Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
- 9.1.3 Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.

9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

- 9.5.1** A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
- 9.5.2** No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

- 9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
- 9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
- 9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- 9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
- 9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
- 9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
- 9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
- 9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1, -9.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Jamey West, (e-mail: jwest@co.jefferson.tx.us, Phone: 409-835-8593) regarding any questions or comments. Please reference bid number IFB 19-003/JW.

1. INTRODUCTION

This demolition project will include the proper removal transportation and disposal of the Hangar No. 3 located at the Jack Brooks Regional Airport in Beaumont, Texas. For the purpose of this project, all references to Owner's Representative refer to **Fittz & Shipman, Inc.** A walk-through of each work area will be conducted at the pre-bid meeting.

SCOPE

The scope and purpose of these specifications is to establish certain regulations, general requirements, and particular requirements necessary for the demolition of the Jack Brooks Regional Airport Hangar No. 3, and the legal disposal of lead-based paint and asbestos-containing materials on structural components, windows, sheet metal sheathing and associated debris. All metal building components with lead-based paint and/or asbestos-containing materials shall be properly handled and recycled per federal regulations. Furnish 6' high temporary fencing that meets FAA requirements around the perimeter of hangar 3 during demolition and removal.

NOTIFICATIONS

The Contractor shall submit the 10-day demolition notification as required by the State of Texas.

GENERAL CONDITIONS AND REQUIREMENTS

The following list of conditions and requirements are to be understood as being a general guide for the demolition of the building. It must be noted, however, that there are special requirements listed in the specifications which are in addition to these general requirements for demolition, and that it is the responsibility of the Contractor to comply with all particular requirements. The Contractor shall haul off all debris and unsalvageable materials; and no debris or rubble which may pose a threat to public safety will be left on the site overnight. No such debris or material will be placed on a sidewalk or public right-of-way so that it poses a danger to any person.

A. The Contractor shall provide all labor, materials, equipment, services, testing, supervision, and incidentals necessary to perform work of lead-based paint demolition and removal of items bearing lead-based paint and/or asbestos under this contract in accordance with the following specifications. After demolition the areas disturbed shall be cleaned in accordance with the procedures outlined below.

PARTICULAR WORK REQUIREMENTS

The following particular work requirements and conditions:

A. Extreme caution shall be taken when working around any fuel storage area, aircraft, or other airport vehicles or equipment.

B. Before the building is demolished, its utilities shall be safely disconnected. The Contractor shall serve notice to all suppliers of utilities to the building to be demolished, and have the utility suppliers disconnect the services and remove all meters and equipment belonging to them. All piping and wiring shall be properly terminated. Any costs incurred in the termination of utilities and services shall be borne by the Contractor.

C. Demolition and clean-up includes, but is not limited to, the removal of all lumber, doors, windows, wire, structural columns/beams, flooring, sheet metal, appliances, furniture, loose rock, brick, mortar, concrete,

and the cleaning and removal of all rubbish, trash or other debris. The building's slab shall be left in place and in good condition.

D. Fill, grade and level with clean fill dirt all depressions in the earth which exist on the lot and all ruts or other depressions created during the demolition work.

E. All sewer lines exposed through demolition work must be cut off within two (2) inches of the surface to the ground or concrete slab and must be plugged with concrete in such a manner as to prevent ground water incursion into the sanitary sewer system.

HAZARDOUS MATERIALS

A. Materials defined by the Environmental Protection Agency to be hazardous to the environment or persons, shall be disposed of in accordance with all local, state and federal government regulations and governing laws. This shall be the responsibility of the Contractor. The Contractor shall furnish written proof of such disposal. The following specifications shall apply:

1. Contractors must be familiar with the contents of this document, included but not limited to the following:
 - Worker Protection
 - All types of Lead-Based Paint (LBP) and asbestos testing
 - Measures for control and containment of lead dust, asbestos, and debris
 - Contractor is responsible for the protection of its employees and subcontractors, and for the proper disposal of all hazardous materials.
2. In addition, the Contractor must be able to substantiate sufficient prior de-leading and asbestos removal experience and/or education providing same with the foresight of the prevailing LBP and asbestos abatement techniques and safety practices contained herein.
3. Contractors should be experienced in building renovation and restoration, guidelines for control and the handling of toxic and hazardous materials and protection of the environment and the health of all occupants and workers, as per applicable EPA, OSHA, and NIOSH regulations.
4. The following methods shall be adhered to during the demolition activities. Any deviation from this list shall require Consultant's prior approval:
 - a) HEPA vacuum visible debris in vicinity of demolition area involving lead paint.
 - b) HEPA vacuum loose lead-based paint on concrete and wash down with a 5% trisodium phosphate solution.
 - c) The Contractor shall perform Toxicity Characteristic Leachate Procedure (TCLP) sampling of the waste stream prior to moving waste containers off site. This activity shall be supervised by the Consultant. Samples shall be analyzed for TCLP by US EPA Method 1311.
 - d) Debris: Collect and properly dispose of lead-contaminated paint chips and debris from the floor and surrounding areas of LBP.

B. APPLICABLE REGULATIONS, CODES AND STANDARDS

1. The Contractor shall acknowledge that he is aware of and will maintain strict compliance with all regulations, codes, standards, and ordinances governing the performance of his work. Furthermore, the Contractor shall be responsible for any failure to comply with applicable documents.

2. Applicable documents include but are not limited to the following:
 - a) OSHA 29 CFR 1926.62, Lead Exposure in Construction (Interim Final Rule);
 - b) OSHA 29 CFR 1910.1025, Lead, General Industry;
 - c) OSHA 29 CFR 1910.1200, Hazard Communication;
 - d) OSHA 29 CFR 1910.134, Respiratory Protection;

- e) OSHA 29 CFR 1910.145, Specifications for Accident Prevention Signs and Tags;
- f) OSHA 29 CFR 1926.59, Hazard Communication;
- g) US HUD, "Lead-Based Paint: Interim Guidelines for Hazard Identification and Abatement in Public and Indian Housing", September 1990;
- g) Lead-Based paint Hazard Elimination; Interim Rule Title 24, Part 35, 905, 941, 965, and 968 of the Code of Federal Regulations; and
- h) EPA 40 CFR 261, Resource Conservation and Recovery Act (RCRA.)

3. The most current issue of each document shall apply. Where conflict among requirements or with these specifications exists, the more strict or stringent requirement or interpretation shall apply.

4. The Contractor shall provide at least one copy of any applicable EPA, OSHA, State or City regulation, code, or ordinance at the site available for review.

5. Nothing is intended to relieve the Contractor of any responsibility for compliance with state or local laws, ordinances, codes or regulations governing lead-based abatement. Where state and local requirements are more stringent than the Federal regulations, those state and local requirements must be followed by the Contractor.

C. NOTICES AND SUBMITTALS

1. Prior to commencing of the work, the Contractor shall provide to the Owner's Representative:

- a) Assurance that the results of worker medical examinations for blood lead level tests are below OSHA guidelines
- b) Material Safety Data Sheets (MSDSs) for products used or stored at the job site
- c) Name of testing laboratory to be used for analytical testing of waste materials generated as a result of this project
- d) The starting and completion dates of the demolition work

2. During performance of the work, the Contractor shall provide to the Owner's Representative:

- a) Test results from analysis of waste materials generated.
- b) Results of OSHA compliance air sampling conducted on Contractor's employees.
- c) Daily Log.

C. SIGNAGE

1. At least 24 hours before starting removal or handling of lead-painted components, the Contractor shall establish a regulated work area around the contaminated equipment and shall display a warning sign(s), as appropriate.

**WARNING
LEAD WORK AREA
POISON
NO SMOKING OR EATING**

D. CONTROL OF ACCESS

No one may enter or remain in a regulated work area at any time during demolition which involves lead paint, unless that person is:

- 1. The Contractor and his employees.
- 2. The Owner's Representative's Representative or a state or local enforcement official or his designee.

E. WORKER PROTECTION

1. The Contractor shall insure that his employees are protected in accordance with all applicable federal, state and local standards.
2. Initial biological monitoring is required for interim work activities.
3. Workers will wear full body disposable suits with hoods and booties. A TYVEK or similar type of suit may be worn. Suits will be worn in the work area at all times after the pre-abatement inspection and shall remain in use until the area passes final clearance inspection. Light-weight nylon clothes may be worn under the disposable suit, but these underclothes must be changed before leaving the work area and should be laundered separately.
4. Goggles with side shields will be worn when working with a material that may splash or fragment, or if protective eye wear is specified on the MSDS for that product.
5. Personal hygiene practices by all workers in compliance with applicable regulations shall be enforced by the Contractor:
 - a.) No eating, drinking, or use of tobacco shall be allowed in the work area. The Contractor shall provide a clean space, separated from the work area, for eating and drinking purposes.
 - b.) Disposable clothing, such as TYVEK suits, and other personal protective equipment (PPE) must be donned prior to entering the work area. Disposable suits shall be used once, then shall be properly discarded.
 - c.) All workers must wash upon leaving the work area in a wash facility provided by the Contractor. Wash facility will consist of, at least, running potable water, towels, and a HEPA vacuum. Upon leaving the work area, each worker will wash and dry face and hands, HEPA vacuum clothes, and remove and dispose of the work suit as contaminated waste.

F. CONTROL OF EMISSION AND DUST

1. When handling/abating lead-contaminated building components outdoors, Contractor shall spread a minimum 10 mil polyethylene sheet beneath the work area under the component to be removed. The drop cloth shall extend a minimum of 3 ft. from the wall for every 10 ft. of vertical distance involved in the work. Lateral distance along the wall should match this distance on either side of the work area.
2. Minimize creation of lead-contaminated dust and airborne particles by using methods and procedures that create the least amount of dust.
3. When working with lead-painted surfaces, Contractor shall exercise care to avoid dislodging any flaking paint from the substrate.
4. Plastic drop cloths, contaminated paper towels, and other dust and debris generated during the abatement shall be carefully folded into the plastic sheeting to avoid shaking dust from the surface. Folded plastic sheeting shall be deposited for temporary storage and testing in a disposal bag.

G. AIR MONITORING AND INSPECTION

1. The Contractor shall be responsible for compliance air monitoring of his workers, per OSHA regulation and as detailed in the Lead Safety and Health Plan.
2. Personal air samples representative of a full shift including at least one sample for each job classification in each work area either for each shift or for the shift with the highest exposure level shall be collected and analyzed. Air samples should be taken in accordance with NIOSH Method 7082, or equivalent.
3. Worker exposure levels shall be evaluated with respect to the OSHA Action Level (30 $\mu\text{g}/\text{m}^3$) and the Permissible Exposure Level (50 $\mu\text{g}/\text{m}^3$) as 8-hour Time-Weighted Averages. If measured exposure levels (IFB 19-003/JW), Demolition of Hangar No. 3 at Jack Brooks Regional Airport

exceed the criteria set for respiratory protection and personal protection of workers, the Contractor shall stop work, shall notify the Owner's Representative, shall attempt to correct and control the operation to reduce the elevated contamination dust levels.

4. After Contractor has completed final clean-up, and performed a visual inspection, the Consultant will perform a detailed visual inspection. All surfaces will be examined for the presence of dust or debris, especially flat surfaces. If dust or debris is found, Contractor shall re-clean the entire work area and a repeat of the detailed visual inspection will occur.

H. CLEANING SOLUTIONS

1. Contractor shall provide solution containing at least one ounce of five percent trisodium phosphate per each gallon of water.

I. DISPOSAL

1. Disposal bags shall be, as a minimum, individual, 6 mil thick, leak-tight, manufactured polyethylene bags.
2. Polyethylene wrap shall be 6 mil and 10 mil polyethylene sheeting.
3. Disposal drums shall meet US Department of Transportation (DOT) regulations for disposal of respective waste(s) generated.
4. Disposal labels shall identify waste materials (before TCLP testing.) Hazardous wastes shall be identified as such in compliance with RCRA regulations for hazardous materials.

J. CLEAN UP OF WORK AREA

1. Clean-up shall be performed by contractor as follows:
 - a. After the demolition work has been completed, remove all debris and dispose of it in designated containers.
 - b. Deposit all lead-contaminated waste, including sealing tape, plastic sheeting, mop heads, sponges, filters, and disposable clothing, etc. in double plastic bags, at least 6 mil thick or single 10 mil thick, and seal the bags.
 - c. After vacuum cleaning, phosphate wash concrete surface in the work area with a solution containing at least 1 ounce of 5 percent trisodium phosphate to each gallon of water.
 - d. After floor washing has dried, HEPA vacuum clean surfaces until no visible residue remains.

K. WASTE DISPOSAL

1. The Contractor shall remove daily all lead waste from the work area.
2. The Contractor shall be responsible for removing, controlling, waste materials, all treated as hazardous waste until classification through testing is completed. This includes not only solid wastes but also waste water generated from interim and final clean-up.
 - a. During the actual demolition, the Contractor shall not leave debris in the work area or adjacent property, incinerate debris, dump waste into landfills, or introduce lead-contaminated water into storm or sanitary sewers.
3. For disposal of waste materials, the requirements of the Resource Conservation and Recovery Act (RCRA) as well as applicable state and local solid waste plan requirements shall be complied with.
 - a. Testing of lead-contaminated waste materials per the US EPA's Toxicity Characteristics Leaching Procedure (TCLP) will be conducted.
 - b. If the TCLP results equal or exceed 5.0 mg/l of lead, the waste must be handled as hazardous waste, to be transported to a licensed treatment, storage, and disposal facility (TSDF).
 - c. If the TCLP results are below the regulatory threshold of 5.0 mg/l, the wastes are not considered as being hazardous and can be disposed of as construction debris.

d. Results of TCLP testing and analysis will be submitted to the Consultant before disposal of the particular waste stream.

e. The following waste materials will be tested to determine whether or not they are hazardous wastes:

- 1.) Lead paint chips
- 2.) Waste water
- 3.) Dust from HEPA filters and from damp sweeping
- 4.) Plastic sheets, duct tape, or tape used to cover floors and other services during the demolition activities
- 5.) Rags, sponges, mops, HEPA filters, respirator cartridges, scrapers, and other materials used for cleanup
- 6.) Disposable work clothes and respirator filters
- 7.) Any other items contaminated with lead-based paint

f. Non-hazardous solid wastes shall be placed in double (6 mil) or single (10 mil) polyethylene bags that are air tight and puncture resistant.

- 1.) The Contractor shall contain and properly dispose of all liquid waste, including lead-dust contaminated wash water.
- 2.) Exteriors of all containers and disposal bags shall be HEPA vacuumed prior to their removal from the work area and shall be wet wiped. Containers and bags should then be moved into the designated storage area.
- 3.) The Contractor shall carefully place the containers into a truck or dumpster used for disposal.

g. Disposal of Hazardous Waste (as determined by analytical testing): The Contractor shall be required to comply with the RCRA regulations.

- 1.) Lead-contaminated debris shall not be stored in the work area while awaiting testing and removal. A temporary hazardous waste storage area shall be designated and managed for storage, in compliance with all federal, state, and local regulations.
- 2.) Waste containers used will comply with EPA and DOT regulations for containers used in storing and hauling hazardous wastes.
- 3.) If the Contractor is not a certified hazardous waste transporter, a subcontract shall be entered into with a certified transporter to move the hazardous wastes. The third party hauler shall be required to follow RCRA regulations, and all manifestation of the transport and disposal of the hazardous wastes shall be completed and submitted to the Owner's Representative.
- 4.) Copies of transport and disposal manifests shall be submitted to the Owner's representative for distribution to Owner's Project Management team and Environmental Management and Hazardous Waste Program.

L. POST ABATEMENT SUBMITTALS

1. The Contractor shall provide a total of 5 copies of each submittal. The submittals will be provided to the Owner's Representative for distribution to Owner's Project Management team, and Environmental Management and Hazardous Waste Program. Each set of submittals will be bound using three-hole punch paper.

2. The Contractor shall submit to the Owner's Representative copies of all manifests for the transportation and disposal of solid and hazardous wastes generated.

3. The Contractor shall submit to the Owner's Representative copies of all records indicating that the demolition work has been performed in compliance with applicable regulation and these specifications.

General Notes

1. Demolition work includes the complete wrecking of structures and the removal and disposal of all demolished materials.
2. Contractor to coordinate the shut-off, capping and continuation of utility services as required.
3. Buildings and other structures to be demolished will be vacated and discontinued in use prior to the start of the work.
4. The Owner assumes no responsibility for the actual condition of structures to be demolished.
5. Conditions existing at the time of inspection for bidding purposes will be maintained by the Owner insofar as practicable. However, variations within the structure may occur by Owner's removal and salvage operations prior to the start of the demolition work.
6. Storage or sale of removed items on the Project Site will not be permitted.
7. The use of explosives will not be permitted.
8. Conduct demolition operations and the removal of debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.
9. Ensure the safe passage of persons around the area of demolition. Conduct operations to prevent injury to adjacent buildings, structures, other facilities, and persons.
10. Promptly repair damages caused to adjacent facilities by demolition operations at no cost to the Owner.
11. Maintain existing utilities indicated to remain, keep in service, and protect against damage during demolition operations.
12. Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary service during interruptions to existing utilities, as acceptable to the governing authorities.
13. The Contractor will disconnect and seal the utilities serving each structure to be demolished, prior to the start of demolition work, upon written request of the Owner. Reconnect services to buildings or portion of buildings as required.
14. Use water sprinkling, temporary enclosures, and other suitable methods to limit the amount of dust and dirt rising and scattering in the air to the lowest practicable level.
15. Comply with the governing regulations pertaining to environmental protection.
16. Do not use water when it may create hazardous or objectionable conditions such as ice, flooding and pollution.
17. Clean adjacent structures and improvements of all dust, dirt and debris caused by demolition operations, as directed by the Engineer or governing authorities. Return adjacent areas to condition existing prior to the start of the work.
18. Demolish buildings completely and remove from the Project Site. Use such methods as required to complete the work within the limitations of governing regulations.

19. Small structures may be removed intact when acceptable to the Engineer and approved by the authorities having jurisdiction.
20. Proceed with demolition in a systematic manner, from the top of the structure to the ground. Complete demolition work above floor before disturbing any of the supporting members on ground level.
21. Demolish concrete and masonry in small sections.
22. Remove structural framing members and lower to ground by means of hoists, derricks, or other suitable methods.
23. Locate demolition equipment throughout the structure and remove materials so as not to impose excessive loads to walls, floors or framing to remain.
24. Remove from the Project Site all debris, rubbish and other materials resulting from demolition operations.
25. After grading is complete, the site shall be cleaned of all construction debris 2" diameter and larger.
26. Burning of removed materials from demolished structures will not be permitted on the Project Site.

Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Name & Number: IFB 19-003/JW, Demolition of Hangar No. 3 at Jack Brooks Regional Airport

Bidder's Company/Business Name: Inland Environments Ltd.

Bidder's TAX ID Number: [REDACTED]

Contact Person: Jed Landrey Title: Vice President

Phone Number (with area code): 281-354-7500

Alternate Phone Number if available (with area code): 281-850-6969

Fax Number (with area code): 281-354-7540

Email Address: Jed@InlandEnvironments.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

25380 Sorters Road

Address
Porter, TX 77365

City, State, Zip Code

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): 1, 2, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Inland Environments Ltd.
 Company Name

PO Box 6751
 Address

Kingwood, TX 77325
 City State Zip

Jed Landrey
 Signature of Person Authorized to Sign

Jed Landrey
 Printed Name

Vice President
 Title

For clarification of this offer, contact:

Jed Landrey
 Name

281-354-7500 / 281-354-7540
 Phone Fax

Jed@InlandEnvironments.com
 E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. 19-033/JW, Demolition of Hangar No. 3 at Jack Brooks Regional Airport. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Bidder proposes to furnish all labor, material and equipment, and to perform all work necessary for the demolition of Hangar No. 3 at the Jack Brooks Regional Airport in accordance with drawings and specifications prepared by Fittz & Shipman, Inc. for the following sum:



Total Bid Amount:	\$	<u>28,880.00</u>	.	_____
Total Bid Amount Written in Words:				
Twenty Eight Thousand Eight Hundred _____ dollars and _____ 00 /100				
Eighty Dollars				

Bidder has examined the bid specifications and the nature and kind of work to be performed and is informed of all local conditions and other things that might affect the cost or difficulty of performing the Work, and Bidder represents and warrants that Bidder has experience in the use of materials and methods of performance specified, and that Bidder and will do the Work and construct the improvements with the specified materials as contemplated and indicated by the Drawings and Specifications.

Upon receipt of notice of acceptance of bid, Bidder agrees to execute the Contract within 10 (ten) days after such notice, deliver Performance and Payment Bonds for the faithful performance of the Work, to begin work on or before the date of commencement of the Work established in the Notice to Proceed, and to complete the Work in (30) calendar days.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project on or before the date of completion shown on the "Notice to Proceed". Bidder further agrees to pay as liquidated damages, the sum of **\$100.00** for each consecutive calendar day thereafter.

Acknowledgment of Addenda (if any):

Addendum 1	<u></u>	Date Received	<u>1/24/19</u>
Addendum 2	<u></u>	Date Received	<u>2/1/19</u>
Addendum 3	_____	Date Received	_____

Bidder Shall Return Completed Form with Offer.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond # ZAX13606

KNOW ALL MEN BY THESE PRESENTS, that we
INLAND ENVIRONMENTS LTD (Here insert full name and address or legal title of Contractor)
TEXAS

as Principal, hereinafter called the Principal, and
AXIS INSURANCE COMPANY (Here insert full name and address or legal title of Surety)
300 Connell Dr, SUITE 8000- Berkeley Heights, NJ 07922

a corporation duly organized under the laws of the State of ILLINOIS
as Surety, hereinafter called the Surety, are held and firmly bound unto
JEFFERSON COUNTY (Here insert full name and address or legal title of Owner)
TEXAS

as Obligee, hereinafter called the Obligee, in the sum of FIVE PERCENT OF THE BID AMOUNT
Dollars (\$TBD),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (Here insert full name, address and description of project)
DEMOLITION
HANGER NO. 3

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 8TH day of FEBRUARY 2019

Allison Molina (Witness)

INLAND ENVIRONMENTS LTD

(Principal) (Seal)
Jed Landrey (Title) Vice President

(Witness)

AXIS INSURANCE COMPANY

(Surety) (Seal)
MARIA A GONZALEZ (Title) Attorney-in-Fact

ZPA 360
AXIN-7064

POWER OF ATTORNEY

Know All Men by These Presents: That AXIS Insurance Company, an Illinois property and casualty company, (the "Company") does hereby appoint:

William A. Ballay, Dana M. Kuber, Michael J. Friedrich, Maria A. Gonzalez, and Anne M. Barber of Bridgeview, IL

as its true and lawful Attorney(s)-In-Fact, to make, execute, seal and deliver for and on its behalf as surety, bonds and undertakings, such documents to be valid as though executed by the Company on its own behalf. The Company may revoke this appointment at any time.

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This Power of Attorney is signed, sealed and certified under and by the authority of resolutions adopted by unanimous written consent of the Board of Directors of the Company on July 12, 2013:

RESOLVED, that any Vice President, Surety, acting singly, shall have the power and authority to appoint and revoke Attorneys-In-Fact to make, execute, seal and deliver for and on behalf of the Company, as surety, bonds and undertakings, such documents to be valid as though executed by the Company on its own behalf, subject to the terms and conditions of the subject Brokerage Agreements.

In Witness Whereof, AXIS Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by a duly elected and qualified officer, this 25th day of January, 2018.

Attested and Certified
AXIS Insurance Company

By: *[Signature]*
Printed Name: Andrew M. Weissert
Title: Senior Vice President

[Seal]

STATE OF GEORGIA
COUNTY OF FULTON

Before me personally came Andrew M. Weissert, Senior Vice President of AXIS Insurance Company to me known to be the individual and officer described herein, who acknowledged that they being duly authorized signed, sealed with the corporate seal and delivered the foregoing instrument by the authority and direction of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

Brenda Reese
Notary Public



CERTIFICATION

I, Richard Zarandona, Vice President, Surety & Assistant Secretary of AXIS Insurance Company, do hereby certify that the attached Power of Attorney dated January 25, 2018 on behalf of the person(s) as listed above is a true and correct copy and the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Andrew M. Weissert, who executed the Power of Attorney, was a duly elected Vice President, Surety of AXIS Insurance Company on the date of the execution of the attached Power of Attorney.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the corporate seal of AXIS Insurance Company on

this the 8 day of Feb, 2019

By: *[Signature]*
Printed Name: Richard Zarandona
Title: Vice President, Surety

[Seal]

**Kan't Kopy™ K1
Security Paper**

- Hidden Pantograph
- Color Match
- Artificial Watermark
- Anti-Copy Coin Rub
- Erasure Protection
- Security Features Box
- Microprint Protection
- Acid Free

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- Microprint Protection
- Acid Free

Vendor References

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: City of Houston General Services

Address: City Hall Annex, 900 Bagby, 2nd Floor, Houston TX 77002

Contact Person and Title: Gabriel Mussio, Environmental Division Manager

Phone: 832-393-8079 Fax: N/A

Email Address: Gabriel.Mussio@HoustonTX.gov Contract Period: Numerous Projects

Scope of Work: Existing Contract: Asbestos/Lead/Mold, Demolition and Underground Storage Tank Removal

REFERENCE TWO

Government/Company Name: City of Baytown

Address: 2401 Market Street, Baytown, TX 77520

Contact Person and Title: June Tyler, Community Development Manager

Phone: 281-420-5396 Fax: N/A

Email Address: June.Tyler@Baytown.org Contract Period: Numerous Projects

Scope of Work: Asbestos Abatement & Demolition

REFERENCE THREE

Government/Company Name: City of Port Arthur

Address: 444-4th Street, Port Arthur, TX 77640

Contact Person and Title: Darlene Thomas-Pierre, Director of Code Compliance

Phone: 409-983-8261/8264 Fax: N/A

Email Address: Darlene.Pierre@PortArthurTx.gov Contract Period: Numerous Projects

Scope of Work: Asbestos Abatement & Demolition

Bidder Shall Return Completed Form with Offer.

Signature Page


As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?..... Yes No

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

<p>Inland Environments Ltd.</p> <hr/> <p>Bidder (Entity Name) Street: 25380 Sorters Rd, Porter TX77365 Mailing: PO Box 6751</p> <hr/> <p>Street & Mailing Address</p> <p>Kingwood, TX 77325</p> <hr/> <p>City, State & Zip</p> <p>281-354-7500</p> <hr/> <p>Telephone Number</p> <p>Jed@InlandEnvironments.com</p> <hr/> <p>E-mail Address</p>	<div style="text-align: center;">  Signature </div> <hr/> <p>Jed Landrey</p> <hr/> <p>Print Name</p> <p>2/11/19</p> <hr/> <p>Date Signed</p> <p>281-354-7540</p> <hr/> <p>Fax Number</p>
--	---

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1] Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center;">Jed Landrey, Inland Environments Ltd.</p>	<p>Date Received</p>	
<p>2] <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="text-align: center;">(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.)</p>		
<p>3] Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">None</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No N/A</p> <p>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 named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No N/A</p> <p>C. Is the filer of this questionnaire employed by 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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No N/A</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> <p style="text-align: center;">None</p>		
<p>4] <u>Jed Landrey</u></p> <p>Signature of vendor doing business with local governmental entity</p>		<p style="text-align: center;">2/11/19</p> <p style="text-align: center;">Date</p>

Adopted 8/17/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer Conflicts Disclosure Statement - OFFICE USE ONLY

N/A

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
<p><small>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</small></p> <p><small>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</small></p>		OFFICE USE ONLY Date Received: _____
1	Name of Local Government Officer	
2	Office Held	
3	Name of vendor described by Sections 176.001(7) and 176.008(a), Local Government Code	
4	Description of the nature and extent of employment or other business relationship with vendor named in Item 3	
5	List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in Item 3 exceeds \$100 during the 12-month period described by Section 176.008(a)(2)(B). Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ (attach additional forms as necessary)	
6	AFFIDAVIT I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.008(a)(2)(B), Local Government Code. <div style="text-align: right; margin-right: 100px;"> _____ Signature of Local Government Officer </div> <p><small>AFFIDANTARY STAMP / SEAL ABOVE</small></p> Sworn to and subscribed before me, by the said _____ this _____ day of _____ 20____, to certify which, witness my hand and seal of office:	
	Signature of officer administering oath	Title of officer administering oath

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.


Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
 Yes No

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

- Yes No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
- Yes No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
- Yes No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?
- Yes No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?
- N/A Yes No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
- N/A Yes No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

**If "No" was selected, please explain and include any pertinent documentation with your bid.
If necessary, please use a separate sheet to answer the above questions.**

<p>Jed Landrey <hr/> Printed Name of Authorized Representative</p> <p>Vice President <hr/> Title</p>	<p style="text-align: center;"> <hr/> Signature</p> <p style="text-align: center;">2/11/19 <hr/> Date</p>
--	---

Bidder Shall Return Completed Form with Offer.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

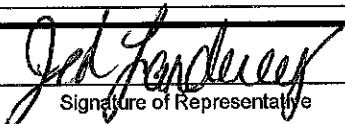
This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
 Yes No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: Inland Environments Ltd. HUB: p Yes p No
 Address: PO Box 6751, Kingwood, TX 77325
Street City State Zip
 Phone (with area code): 281-354-7500 Fax (with area code): 281-354-7540
 Project Title & No.: Demolition of Hangar No 3 at Jack Brooks Regional Airport 19-003/JW
 Prime Contract Amount: \$ 28,880.00

HUB Subcontractor Name: Atlantic Petroleum
 HUB Status (Gender & Ethnicity): Black American
 Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.
 Address: 1445 North Loop W 242B, Houston TX 77008
Street City State Zip
 Phone (with area code): 713-223-2767 Fax (with area code): 713-223-5797
 Proposed Subcontract Amount: \$ 3,300.00 Percentage of Prime Contract: 11 %
 Description of Subcontract Work to be Performed: Provide diesel fuel.

Jed Landrey		2/11/19
Printed Name of Contractor Representative	Signature of Representative	Date
Atlantic Petroleum	Tony Ndah	2/11/19
Printed Name of HUB	Signature of Representative	Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

Yes No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

± Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: Viking Fence Co. Ltd.

HUB Status (Gender & Ethnicity): Hispanic American

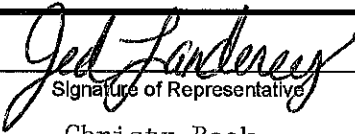
Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: 10814 E. Hardy, Houston TX 77093
Street City State Zip

Phone (with area code): 713-474-0628 Fax (with area code): N/A

Proposed Subcontract Amount: \$ 1,800.00 Percentage of Prime Contract: 6 %

Description of Subcontract Work to be Performed: Temporary Fencing

Jed Landrey		2/11/19
Printed Name of Contractor Representative	Signature of Representative	Date
Viking Fence	Christy Beck	2/11/19
Printed Name of HUB	Signature of Representative	Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
 Yes No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: Fern Environmental

HUB Status (Gender & Ethnicity): Black American

Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: 1900 W Gray #131631, Houston TX 77219
Street City State Zip

Phone (with area code): 832-797-3059 Fax (with area code): _____ Email: Greg@FernEnvironmental.com

Proposed Subcontract Amount: \$ 2,800.00 Percentage of Prime Contract: 10 %

Description of Subcontract Work to be Performed: Environmental Consulting

Jed Landrey		2/11/19
Printed Name of Contractor Representative	Signature of Representative	Date
Fern Environmental	Greg Lall	2/11/19
Printed Name of HUB	Signature of Representative	Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
 Yes No

Prime Contractor: Inland Environments Ltd. HUB: Yes No

HUB Status (Gender & Ethnicity): Woman Owned

Address: 25380 Sorters Road, Porter, TX 77365
Street City State Zip

Phone (with area code): 281-354-7500 Fax (with area code): 281-354-7540

Project Title & No.: Demo of Hanger 3 IFB/RFP No.: 19-003/JW

Total Contract: \$ 28,880.00 Total HUB Subcontract(s): \$ 7,900.00

Construction HUB Goals: 12.8% MBE: _____ % 12.6% WBE: _____ %

27% HUB

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
 Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: Fern Environmental

HUB Status (Gender & Ethnicity): Male, Black American

Certifying Agency: Texas Bldg & Procurement Comm. Texas Unified Certification Prog.

Address: 1900 W Gray #131631, Houston TX 77219
Street City State Zip

Contact person: Greg Lall Title: Owner

Phone (with area code): 832-797-3059 Fax (with area code): _____ Email: Greg@FernEnvironmental.com

Proposed Subcontract Amount: \$ 2,800.00 Percentage of Prime Contract: 10 %

Description of Subcontract Work to be Performed: Environmental Consulting

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: Atlantic Petroleum

HUB Status (Gender & Ethnicity): Male, Black American

Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: 1445 North Loop W 242B, Houston TX 77008

Street City State Zip

Contact person: Tony Ndah Title: Owner

Phone (with area code): 713-223-2767 Fax (with area code): 713-223-5797

Proposed Subcontract Amount: \$ 3,300.00 Percentage of Prime Contract: 11 %

Description of Subcontract Work to be Performed: Provide diesel fuel

HUB Subcontractor Name: Viking Fence Co Ltd

HUB Status (Gender & Ethnicity): Male, Hispanic American

Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: 10814 E. Hardy, Houston, TX 77093

Street City State Zip

Contact person: Christy Beck Title: Sales

Phone (with area code): 713-474-0628 Fax (with area code): N/A

Proposed Subcontract Amount: \$ 1,800.00 Percentage of Prime Contract: 6 %

Description of Subcontract Work to be Performed: Temporary Fence

**All HUB Subcontractor Participation may be verified with the
HUB Subcontractor(s) listed on Part I.**

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- All subcontractors to be utilized are "Non-HUBs." (Complete Part III)
- HUBs were solicited but did not respond.
- HUBs solicited were not competitive.
- HUBs were unavailable for the following trade(s):
- Other: _____

N/A

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? Yes No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided immediately after their selection.

Subcontractor Name: _____ **N/A**

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____ **N/A**

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and attached any necessary support documentation as required. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

Contact person that will be in charge of invoicing for this project:

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority and woman-owned businesses as HUBs and is designed to facilitate the participation of minority and woman-owned businesses in state agency procurement opportunities.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <http://www.window.state.tx.us/procurement/cmb1/hubonly.html>. Provided that your company continues to meet HUB eligibility requirements, the enclosed HUB certificate is valid for four years.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please reference the enclosed pamphlet for additional resources, such as the state's Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	17606279150
File/Vendor Number:	24362
Approval Date:	26-JUN-2015
Scheduled Expiration Date:	26-JUN-2019

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

INLAND ENVIRONMENTS, LTD.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 23-OCT-2015, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul A. Gibson

Paul Gibson, Statewide HUB Program Manager
Texas Procurement and Support Services

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb1/cmb1hub.html>) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.

CMBL/HUB Vendor Detail	
Vendor ID / Vendor Number	1742043230800 / 89757
Vendor Name	VIKING FENCE CO, LTD.
Vendor Address	9602 GRAY BLVD AUSTIN, TX 78758 USA
county	TRAVIS
Contact	Salvador Chavarria
Phone/Fax	512-837-6411 / 512-837-9468
Email Address	schavarria@vikingfence.com
Website	http://www.vikingfence.com
Business Description	Manufacture and installation of Commercial & Residential Fence Products, wood, metal, chain link.
Business Category	<u>Other Services Including Legal Services (06)</u>
Small Business	<u>Y</u>
Service Disabled Veteran	<u>No</u>
CMBL Status	<u>Inactive (F -Deleted for non-payment of annual fee)</u>
Date Removed From CMBL	17-JAN-2014
HUB Status	<u>Active Bidder (A-Approved; Active Texas certified HUB)</u>
HUB Expires	17-APR-2019
HUB Eligibility	<u>HI (Hispanic American)</u>
HUB Gender	<u>M</u>
Commodity items shown above are available for district(s) 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25	

CMBL/HUB Vendor Detail

Vendor ID / Vendor Number	1270129663900 / 03495
Vendor Name	ATLANTIC PETROLEUM & MINERAL RESOURCES,
Vendor Address	1445 NORTH LOOP W 242B HOUSTON, TX 77008-1661 USA
county	HARRIS
Contact	Tony Ndah
Phone/Fax	713-223-2767 / 713-223-5797
Email Address	andah@atlanticpetro.com
Website	http://www.atlanticpetro.com
Business Description	Wholesale supply of refined petroleum products, Diesel Fuels, Lubricants, Oils, Diesel Exhaust Fluids, Specialty Chemicals, Hydrated Lime, Bulk Fuel Transportation, Propane Fuels, Fuel Tanks and associated services
Business Category	<u>Other Services Including Legal Services (06)</u>
Small Business	<u>Y</u>
Service Disabled Veteran	<u>No</u>
CMBL Status	<u>Active Bidder</u>
CMBL Expires	11-APR-2019
HUB Status	<u>Active Bidder (A-Approved: Active Texas certified HUB)</u>
HUB Expires	31-MAY-2021
HUB Eligibility	<u>BL (Black American)</u>
HUB Gender	<u>M</u>
	Commodity Items shown above are available for district(s) 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25

CMBL/HUB Vendor Detail

Vendor ID / Vendor Number	1270735715300 / 81784
Vendor Name	FERN ENVIRONMENTAL, LLC
Vendor Address	1900 W GRAY ST UNIT 131631 HOUSTON, TX 77219-2680 USA
county	HARRIS
Contact	Pres./Gregory Lall
Phone/Fax	832-797-3059 / 281-357-8868
Email Address	greg@fernenvironmental.com
Website	http://www.fernenvironmental.com
Business Description	Environmental consulting, testing, inspection. IAQ, Asbestos, Mold, Lead consulting. Remediation services. General construction/renovation.
Business Category	<u>Architectural/Engineering And Surveying (05)</u>
Small Business	<u>Y</u>
Service Disabled Veteran	<u>No</u>
CMBL Status	<u>Inactive (F -Deleted for non-payment of annual fee)</u>
Date Removed From CMBL	02-NOV-2012
HUB Status	<u>Active Bidder (A-Approved: Active Texas certified HUB)</u>
HUB Expires	17-SEP-2019
HUB Eligibility	<u>BL (Black American)</u>
HUB Gender	<u>M</u>
	Commodity items shown above are available for district(s) 2,9,12,13,14,17,18,20

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that Inland Environments [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ (city and state).

Taxpayer Identification Number (T.I.N.):	76-0627915
Company Name submitting bid/proposal:	Inland Environments Ltd.
Mailing address:	PO Box 6751, Kingwood, TX 77325
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**
121328	1575 Spindletop Ave, Beaumont TX 77705

* This is the property amount identification number assigned by the Jefferson County Appraisal District.
 ** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

House Bill 89 Verification

I, Jed Landrey, the undersigned representative of (company or business name) Inland Environments Ltd. (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

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

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

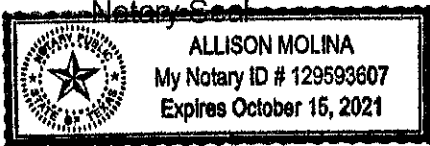
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Jed Landrey
Signature of Company Representative

2/11/19
Date

On this 11th day of February, 2019, personally appeared

Jed Landrey, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.



Allison Molina
Notary Signature
2/11/19
Date

Bidder Shall Return Completed Form with Offer.

Senate Bill 252 Certification

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Inland Environments Ltd.

Company Name

19-003/JW

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF TEXAS COUNTY OF MONTGOMERY

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas,

on this day personally appeared Jed Landrey, who
(name)
after being by me duly sworn, did depose and say:

"I, Jed Landrey am a duly authorized officer of/agent
(name)
for Inland Environments Ltd. and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said Inland Environments Ltd.
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

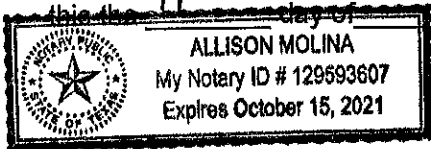
Name and address of bidder: Inland Environments Ltd.
PO Box 6751, Kingwood, TX 77325

Fax: 281-354-7540 Telephone# 281-354-7500
by: Jed Landrey Title: Vice President
(print name)

Signature: Jed Landrey

SUBSCRIBED AND SWORN to before me by the above-named Jed Landrey on

this the 11th day of January, 2019.



Allison Molina
Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.



**JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT**

1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593 phone

ADDENDUM TO IFB

IFB Number: IFB 19-003/JW
IFB Title: Demolition of Hangar No. 3 at Jack Brooks Regional Airport
IFB Due: 11:00 am CT, Tuesday, February 12, 2019
Addendum No.: 1
Issued (Date): January 24, 2019

TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – including all addenda. For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder’s sealed proposal.** If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

**Reason for Issuance of this addendum:
Re-schedule of Pre-Bid Conference and Walk-through**

Please note that the Pre-Bid Conference and Walk-through for this project has been re-scheduled for: 10:00 am CT, Thursday, January 31, 2019 ; and will be held in the Airport Administration Conference Room located at 5000 Jerry Ware Blvd., Beaumont, Texas 77705.

This conference will be bidder’s only opportunity to view secured areas of the project.

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

Allison Molina
Witness

Witness

Approved by _____ Date: _____

Jed Landrey
Authorized Signature (Bidder)

Jed Landrey, Vice President

Title of Person Signing Above

Inland Environments Ltd.

Typed Name of Business or Individual
PO Box 6751

Kingwood, TX 77325

Address



**JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT**

1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593 phone

ADDENDUM TO IFB

IFB Number: (IFB 19-003/JW)
IFB Title: Demolition of Hangar No. 3 at Jack Brooks Regional Airport
IFB Due: 11:00 am CT, Tuesday, February 12, 2019
Addendum No.: 2
Issued (Date): February 1, 2019

TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – including all addenda. For purposes of clarification, receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal. If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Cut-off Date & Time for Responses to Question Submissions set for 5:00 pm, Friday, February 8, 2019.

Bidders may submit *technical* questions via email to Bill Smith with Fittz & Shipman, Inc. at: bsmith@fittzshipman.com

Bidders may submit *bid submission* questions via email to Jamey West, Assistant Purchasing Agent with Jefferson County at: jwest@co.jefferson.tx.us

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

Allison Malina

Witness

Jed Landrey

Authorized Signature (Bidder)

Jed Landrey, Vice President

Title of Person Signing Above

Inland Environments Ltd.

Typed Name of Business or Individual
PO Box 6751
Kingwood, TX 77325

Address

Witness

Approved by _____ Date: _____



License Number: 800685 **Current Date:** 02/01/2019 02:58 PM
Name: INLAND ENVIRONMENTS LTD
License Type: Asbestos Abatement Contractor
License Status: Current
Expiry Date: 02/03/2021
Effective Rank Date: 02/04/2007

Addresses

Main Address

	Address	PO BOX 6751 KINGWOOD , TX HARRIS 77325 US
	Phone Number:	2813547500

Mailing Address (Enter name of company or individual associated with the mailing address)

	Address	INLAND ENVIRONMENTS LTD KINGWOOD , TX HARRIS 77325 US
	Phone Number:	2813547500

Physical Addr

	Address	25380 SORTERS RD PORTER , TX HARRIS 77365 US
	Phone Number:	2813547500



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

INLAND ENVIRONMENTS LTD

is certified to perform as a

Asbestos Transporter

in the State of Texas within the purview of Texas Occupations Code, chapter 1954, so long as this license is not suspended or revoked and is renewed according to the rules adopted by the Texas Board of Health.

A handwritten signature in cursive script, appearing to read "John Hellerstedt".

JOHN HELLERSTEDT, M.D.
COMMISSIONER OF HEALTH

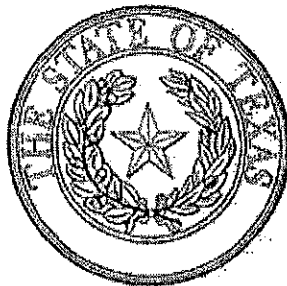
License Number: 400247

Expiration Date: 8/25/2019

Control Number: 96395

(Void After Expiration Date)

VOID IF ALTERED NON-TRANSFERABLE



Texas Department of State Health Services

BE IT KNOWN THAT

INLAND ENVIRONMENTS LTD

is certified to perform as a

Lead Firm

in the State of Texas and is hereby governed by the rights, privileges and responsibilities set forth in Texas Occupations Code, Chapter 1955 and Title 25, Texas Administrative Code, Chapter 295 relating to Texas Environmental Lead Reduction, as long as this license is not suspended or revoked.

Certification Number: 2110210

Expiration Date: 11/20/2020

John Hellerstedt
John Hellerstedt, M.D.,
Commissioner of Health

Control Number: 7017

(Void After Expiration Date)

VOID IF ALTERED NON-TRANSFERABLE

SEE BACK



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/21/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER THE WYATT AGENCY 1300 11TH STREET SUITE 305-E HUNTSVILLE, TX 77340	CONTACT NAME: SHAWN WYATT PHONE (A/C No. Ext): 936-291-3074 FAX (A/C No.): 936-291-1217 E-MAIL ADDRESS: ARG01@SBCGLOBAL.NET														
INSURED INLAND ENVIRONMENTS, LTD. P.O. BOX 6751 KINGWOOD, TX 77325	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: ARCH SPECIALTY INS. CO.</td> <td>21199</td> </tr> <tr> <td>INSURER B: NATIONWIDE MUTUAL</td> <td>23787</td> </tr> <tr> <td>INSURER C: TEXAS MUTUAL INSURANCE CO.</td> <td>22945</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ARCH SPECIALTY INS. CO.	21199	INSURER B: NATIONWIDE MUTUAL	23787	INSURER C: TEXAS MUTUAL INSURANCE CO.	22945	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: TEXAS MUTUAL INSURANCE CO.	22945														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

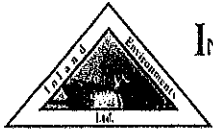
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			12 EMP 43854 11	4/11/18	4/11/19	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
	<input checked="" type="checkbox"/> ASBESTOS						MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> POLLUTION LIABILITY						PERSONAL & ADV INJURY	\$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG	\$ 2,000,000
OTHER:								
B	AUTOMOBILE LIABILITY			ACP 5565828659	9/23/18	9/23/19	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> MCS-90		NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident)	\$
UMBRELLA LIAB <input type="checkbox"/> OCCUR							EACH OCCURRENCE	\$
EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE							AGGREGATE	\$
DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>								
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0001168896	6/5/18	6/5/19	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
A	MOLD LIABILITY			12 EMP 43854 11	4/11/18	4/11/19	\$1,000,000 OCCURRENCE	
	CLAIMS MADE						\$1,000,000 AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

FOR INFORMATION AND BIDDING PURPOSES ONLY

CERTIFICATE HOLDER FOR INFORMATION AND BIDDING PURPOSES ONLY	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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**INLAND
ENVIRONMENTS
LTD.**

Environmental & Demolition Contractors

Various Client References

MUNICIPALITIES

City of Beaumont
Jimmy Bevilacqua
801 Main Street, Ste. 315
PO Box 3827
Beaumont, TX 77704
409-880-3792

City of Houston
Gabriel Mussio,
Division Mgr., General Services
900 Babgy, 2nd Floor
Houston, TX 77002
832-393-8079

City of Huntsville
Billie F. Smith, CPPO
450 Hwy 75 North
Huntsville, TX 77320
936-291-5495

City of Port Arthur
Darlene Thomas-Pierre,
Environmental Health Supervisor
444 - 4th Street
Port Arthur, TX 77640
409-983-8250

**Montgomery County
Environmental Health Services**
Rick Jordan, 936-538-8032
501 N. Thompson, Ste. 101
Conroe, TX 77301

SCHOOL DISTRICTS

Beaumont ISD
Tim Klock, 409-617-5659
or 409-201-6703
1650 Caldwell Avenue
Beaumont, TX 77703

Conroe ISD

Easy Foster
Dir. Planning & Construction
3205 W. Davis, Conroe, TX 77301
936-709-7884

Galveston ISD

Fred Niccum, 409-370-3860
3906 Avenue T
Galveston, TX 77550

Houston ISD

c/o Prime Contractors
Richard Peoples, 281-832-5602
525 North Belt, Suite 172
Houston, TX 77060

Houston ISD

c/o Jamail & Smith
Ed McKinzie, Sr. Project Manager
16511 Hedgecroft, Suite 208
Houston, TX 77060
281-901-5893 or 832-549-3369

Port Arthur ISD

Mark Rouly, Regulatory Program
Compliance Manager
4801 - 9th Avenue
Port Arthur, TX 77642
409-989-6236

Splendora ISD

Kenneth "Rusty" Lewis,
Director of Maintenance
26267 FM 2090
Splendora, TX 77372
281-659-6381

COLLEGES

Baylor College of Medicine
Mike Stephens / Steve Womack
Plant/Maintenance Ops. Mgr.
One Baylor Plaza
Houston, TX 77030
713-798-5201 / 713-798-4774

Lamar University

Lee Nguyen
4301 Martin Luther King Jr.
Beaumont, TX 77710
409-338-3715

University of Houston

Steve Wright, 713-743-0971
4211 Elgin
Houston, TX 77204-1011

OTHER

McDonalds Corporation

Jorge Martinez
3707 FM 1960 West Ste 300
Houston, TX 77068
281-587-7347

Alpha Building Corp.

Troy Taylor, 979-846-0100
PO Box 15460
College Station, TX 77841

Phase Engineering

Melanie Edmondson
713-826-3342
335 W. 21st Street
Houston, TX 77008

Phelan Investments

Eric Meadows
1277 Calder Avenue
Beaumont, TX 77707
409-832-0211

The Horizon Group

Jeff Greytok, 713-660-8282
4204 Bellaire Blvd, Suite 210
Houston TX 77025

Times Construction

JB White, 713-977-3450
2900 Wesleyan Street, Ste 625
Houston, TX 77027-5150

[Illegible text block]

[Illegible text block]

Sample Contract

This agreement made this [Date] day of [Month], 2019, by and between the County of Jefferson, Texas represented by the County Judge, party of the first part, and [Contractor/Vendor Name] his/their executors, administrators, heirs, successors or assigns, the Contractor, party of the second part.

WHEREAS, the County desires to enter into a contract for **Invitation for Bid (IFB 19-003/JW), Demolition of Hangar No. 3 at Jack Brooks Regional Airport** as shown and described in the Contract Documents (to include plans, drawings, specifications, addenda, special provisions, and this Contract documents itself) included herein, and

WHEREAS, the Contractor has been engaged in and now does such work and represents that he is fully equipped, competent and capable of performing the desired and herein outlined work and is ready and willing to perform such work in accordance with the unit prices listed herein and the provisions of the herein included in the Contract Documents, and special provisions now

WITNESSETH: That for and in consideration of the unit prices listed herein, a part of this contract, the Contractor agrees to do, at his own proper cost and expense, all the work necessary for project completion as shown and described in the plans and in accordance with the provisions of the plans, drawings, specifications, addenda, and special provisions which are a part of this contract.

CONTRACTOR'S REPRESENTATIONS:

In order to induce Jefferson County to enter into this Agreement, Contractor makes the following representations:

Contractor has examined and carefully studied the Contract Documents (including plans, drawings, specifications, addenda, special provisions) identified in the Bidding Documents.

Contractor has visited the Site and/or become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.

Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

Contractor is aware of the general nature of any work to be performed by Jefferson County and the others at the Site that relates to the Work as indicated in the Contract Documents.

Contractor has given Jefferson County written notice of all conflicts, errors, ambiguities, or discrepancies that contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer or Purchasing Department is acceptable to the Contractor.

The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

LIQUIDATED DAMAGES:

Contractor and Jefferson County recognize that time is of the essence of this Agreement and that Jefferson County will suffer financial loss if the Work is not completed within the times specified in the bid specifications and this above, plus any extensions thereof allowed in accordance with bid specifications. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Jefferson County if the Work is not completed on time. Accordingly, instead of requiring any such proof, Jefferson County and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Jefferson County **\$100.00** for each day that expires after the time specified in Notice to Proceed.

CONTRACT PRICE:

Jefferson County shall pay Contractor the lump sum amount of \$ [Contract Amount Here] for completion of the Work in accordance with Contract Documents including plans, specifications, addenda, and special provisions for Project: **(IFB 19-003/JW), Demolition of Hangar No. 3 at Jack Brooks Regional Airport.**

All specific cash allowances are included in the above price and have been calculated in accordance with bid specifications and addenda (if applicable).

CONTRACT TIMES:

Time for completion of this contract shall be calculated beginning on the effective date given in the Notice to Proceed.

The work to be constructed under this contract shall be completed in (30) working days.

The County, in consideration of the full and true performance of said work by the Contractor, hereby agrees and binds itself to pay the Contractor for the quantities of work performed in compliance with this contract at the respective unit prices set forth herein, subject to adjustment as herein provided. The following items of work and respective unit prices are those contained in the original proposal and are a part of this contract. The County limits its obligation hereunder to the funds available.

The Contractor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement, or in compensation for services in connection therewith, any brokerage commission or percentage upon the amount receivable by him hereunder; and that he has not in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission or percentage; and that all moneys payable to him hereunder are free from all obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the County or for deduction from any sum due or to become due thereunder an amount equal to any brokerage commission or percentage so paid or agreed to be paid or both.

In the employment of labor in the performance of this contract, preference shall be given, other conditions being equal, to honorably discharged service personnel, but no other preference or discrimination among citizens of the United States shall be made.

It is acknowledged and agreed by the parties hereto that this contract is the full and complete contract for the construction of the work called for and described herein.

IN WITNESS WHEREOF, the parties hereto have set their hands the date herein named.

COUNTY OF JEFFERSON

Party of the First Part

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs hereto approved and authorized by the Commissioners' Court of Jefferson County:

By: _____
Jeff R. Branick, County Judge

RECOMMENDED FOR EXECUTION:

Billy J. Smith, Jr., President
Fittz & Shipman, Inc. / Consulting Engineer

CONTRACTOR

Party of the Second Part

By: _____
Printed Name & Title

Signature

Firm/Company Name

ATTEST: _____
Carolyn L. Guidry, County Clerk

DATE: _____

**TOTAL SAFETY****Building HEROES. Protecting HEROES.**

TECHNICAL SPECIFICATIONS

FOR:

**Jack Brooks Regional Airport – Hangar #3
4875 Parker Drive
Beaumont, Texas
Asbestos/Lead Abatement Project**

PREPARED FOR:

**Jefferson County – Jack Brooks Regional Airport
4875 Parker Drive
Beaumont, Texas 77705**

PREPARED BY:

**Total Safety U.S., Inc.
365 Hwy 365
Port Arthur, Texas 77640**

By: 

**Daniel R. Ward
DSHS Consultant License No. 10-5479
DSHS Agency License No. 10-0489**

December 2018
Project No.: 6079122

SECTION 01013 - SUMMARY of WORK (ASBESTOS/LEAD)

PART 1 – GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 PROJECT/WORK IDENTIFICATION:

- A. Except as otherwise expressly provided herein, Contractor shall supply all labor, supervision, installed and consumable materials, equipment, tools, services, testing devices, warehousing, and each and every item of expense necessary for the supply, fabrication, erection, installation, application, handling, hauling, unloading and receiving, construction, evaluation, design engineering, testing, and assembly of the abatement of asbestos/lead-containing/contaminated materials at the **Jack Brooks Regional Airport – Hangar #3 located at 4875 Parker Drive in Beaumont, Texas** herein called the Work.
- B. The Work described herein shall include furnishing all labor, materials, equipment, services, insurance, safety equipment, supplies, and incidentals which are necessary or required to clean up all disturbed asbestos/lead-containing materials at the worksite, including airborne /lead fibers to the levels indicated herein. Further, this work shall include packing, handling, transporting, and disposing of disturbed asbestos/lead-containing materials in an appropriate landfill, as required by law.
- C. The Asbestos/Lead Abatement Contractor shall comply with these plans and specifications, their intent, and any requirements set forth by Federal, State or local agencies having jurisdiction over this project.
- D. **Quantities: Quantities, if given in the specifications and/or on the Drawings, are approximate. The contractor shall be solely responsible for all quantities of materials specified for removal or clean up.**
- E. Contract Documents: Related requirements and conditions that are indicated on the Contract Documents include, but are not necessarily limited to the following:
 - 1. Applicable codes and regulations.
 - 2. Notices and permits.
 - 3. Existing site conditions and restrictions on use of the site.
 - 4. Work performed prior to work under this Contract.
 - 5. Alterations and coordination with existing work.
 - 6. Work to be performed concurrently by the Owner.
 - 7. Work to be performed concurrently by separate contractors.
 - 8. Alternates.
 - 9. Allowances.
 - 10. Pre-purchased material/equipment for Contract, with purchase price included in the Contract Sum.
 - 11. Pre-purchased subcontracts for the Contract, with subcontract amounts included in the Contract Sum.
 - 12. Requirements for partial Owner occupancy prior to substantial completion of the Contract Work.

- F. **Summary by References:** Work of the Contract can be summarized by references to the Contract, General Conditions, Supplementary Conditions, Specification Sections, Drawings, addenda and modifications to the Contract Documents issued subsequent to the initial printing of this project manual and including but not necessarily limited to printed material referenced by any of these. Work of the Contract is also unavoidably affected or influenced by governing regulations, natural phenomenon including weather conditions and other forces outside the contract documents.
- G. **Abbreviated Written Summary:** Briefly and without force and effect upon the contract documents, the work of the Contract can be summarized as follows:
- H. **The Work** includes the removal of asbestos/lead-containing materials in select areas of the structure according to the requirements of the following specification sections in the sequence indicated:
- I. **General and Administrative Requirements:** are set forth in the following specification sections:
1. 01013 - Summary of Work (Asbestos/Lead)
 2. 01043 - Project Coordination
 3. 01091 - Definitions and Standards
 4. 01301 - Submittals
 5. 01701 - Project Closeout
- J. **Abatement Work Requirements:** are set forth in the following specification sections, listed here according to the sequence of the work:
1. 01092 - Codes, Regulations and Standards: sets forth governmental regulations and industry standards which are included and incorporated herein by reference and made a part of the specification. This section also sets forth those notices and permits which are known to the Owner and which either must be applied for and received, or which must be given to governmental agencies before start of work.
 2. 01503 - Temporary Facilities: sets forth the support facilities needed such as electrical and plumbing connections for the decontamination unit and office space for the Project Administrator.
 3. 01526 - Temporary Enclosures - details the requirements for the sheet plastic barriers isolating the work area from the balance of the building.
 4. 01563 - Decontamination Units - explains the setup and operation of the personnel and material decontamination units.
 5. 01513 - Temporary Pressure Differential and Air Circulation System - sets forth the procedures to set up pressure differential isolation and ventilation of the work area.
 6. 01560 - Worker Protection - describes the equipment and procedures for protecting workers against asbestos/lead contamination and other workplace hazards except for respiratory protection.
 7. 01562 - Respiratory Protection - sets forth the procedures and equipment required for adequate protection against inhalation of airborne asbestos/lead fibers.
 8. 02084 - Disposal of Asbestos/Lead Containing Waste Material
- K. **Decontamination of the Work Area:** after completion of abatement work is described in the following sections:

1. 01712 - Cleaning and Decontamination Procedures: sets forth procedures to be used on contaminated objects and rooms which are not part of an abatement work area.
2. 01711 - Project Decontamination: describes the sequence of cleaning and decontamination procedures to be followed during removal of the sheet plastic barriers isolating a work area.
3. 01714 - Work Area Clearance: describes the analytical methods used to determine if the work area has been successfully cleaned of contamination.
4. 01701 - Project Closeout: details the closeout procedures to end the project once abatement work is complete including final paperwork requirements.

1.3 SCOPE OF WORK (SPECIFIC)

ASBESTOS-CONTAINING MATERIALS

MATERIAL	LOCATION	AMOUNT
<i>Window/Door Caulking Glazing</i>	<i>Northwest Wall Southeast Wall Northeast Entry Panels</i>	<i>52 Windows 1 Entry Door</i>

LEAD-BASED PAINT

MATERIAL	LOCATION	AMOUNT
<i>Metal Beams</i>	<i>Throughout Structure</i>	<i>Throughout</i>
<i>Interior Panels</i>	<i>Throughout Structure</i>	<i>Throughout</i>
<i>Door Frame</i>	<i>Northeast Corner</i>	<i>One Entry Door</i>

1.4 SCOPE OF WORK (GENERAL)

- A. Protect and isolate, as required, all building systems and appurtenances affected or traversing through and contained within the work area.
- B. Seal all penetrations, chases, cavities and voids, etc. prior to the removal of any asbestos/lead-containing/contaminated material.
- C. All final air asbestos clearance samples shall be analyzed by Phase Contrast Microscopy (PCM) as outlined in Section 01714.

1.5 SPECIAL REQUIREMENTS

- A. The Asbestos/Lead Abatement Contractor is reminded that he is responsible for inspecting and removing any known or suspected asbestos/lead-containing materials within the work areas. **The contractor shall adhere to the following, if applicable:**
 1. In areas regulated for asbestos/lead abatement work, a pressure measuring device such as a manometer with strip recorder or equivalent shall be used to document the pressure differential in the regulated areas.

2. In areas regulated for asbestos/lead abatement work, all water sprayers shall be airless, or other type low pressure sprayer, for amended water application.
3. Transportation equipment, as required, shall be suitable for loading, temporary storage, transit, and unloading of contaminated waste to minimize exposure to persons or reduce the potential of release to the environment.
4. Any damage to adjacent property, including but not limited to walls, furnishings, etc., shall be repaired or replaced at the Contractor's expense. Owner shall make the decision whether damaged items may be repaired or shall be replaced.
5. It shall be in intent of the plans and specifications that all asbestos/lead-containing materials that could be hazardous to the health or welfare of the building occupants, visitors, or the general public be removed. This shall be accomplished in a manner consistent with present engineering practices to reduce the hazards or potential for hazards to building occupants, visitors, contractor personnel, and the general public.
6. Once differential pressure has been established:
 - a) Contractor shall have at least one representative posted at the site on a 24-hour basis.
 - b) Contractor is solely responsible for security of the project site.
 - c) No site is to be left unattended.
 - d) Attendants shall have the ability to effectively communicate the inherent dangers of the project, and be qualified, capable, and equipped to enter the containment (licensed as an asbestos/lead abatement supervisor by the Texas Department of Health).
 - e) The security guard(s) will be trained and familiar with building systems, including but not limited to, water turn-off points, electrical equipment, etc.
 - f) There will be no additional payments for security guards.
 - g) Security attendants are to make periodic inspections of the work area, and shall not be allowed to sleep while on duty.
7. Any non-asbestos/lead workers used for construction shall be identified in such a way as to identify them as non-asbestos/lead workers. This may be accomplished with a certain colored hard hat, or badge that the worker wears in plain sight. These workers shall not be allowed in regulated areas.
8. This abatement project will be conducted with respiratory protection in full accordance with all regulatory requirements including but not limited to the OSHA regulations. Any required sampling of Contractor personnel will be conducted by a qualified person supplied by the Contractor who will also be responsible for determining the appropriate level of respirator protection for the Contractor's employees.
9. The consultant shall be responsible for establishing the level of respiratory protection for the Consultant's employees and other non-contractor personnel. The contractor shall indemnify and hold harmless the Consultant and the Owner against any claims relating to respiratory protection.
10. Contractor is responsible for the security of Consultant's equipment while on site. Therefore, Contractor shall repair or replace any equipment of Consultant's that is damaged or stolen while on the job-site. Consultant shall hold harmless Owner claims by Consultant or other party.

1.6 CONTRACTOR USE OF PREMISES:

A. Use of the Site:

1. Confine operations at the site to the areas permitted under the Contract.
2. Portions of the site beyond areas on which work is indicated are not to be disturbed.

3. Conform to site rules and regulations affecting the work while engaged in project construction.
4. Do not unreasonably encumber the site with materials or equipment.
5. Confine stockpiling of materials and location of storage sheds to the areas indicated. If additional storage is necessary obtain and pay for such storage off site.
6. Lock automotive type vehicles, such as passenger cars and trucks and other mechanized or motorized construction equipment, when parked and unattended, so as to prevent unauthorized use. Do not leave such vehicles or equipment unattended with the motor running or the ignition key in place or accessible to unauthorized persons. Owner shall not be responsible for any thefts.
7. Smoking or open fires will not be permitted within the building enclosure or on the premises.
8. Use of existing toilets within the building, by the Contractor and his personnel, shall not be permitted. Contractor must provide portable toilet. Portable toilets shall be kept clean at all times.

1.7 OWNER OCCUPANCY:

A. Partial Owner Occupancy:

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

1.8 SUBMITTALS

A. Before the Start of Work, submit the following to the Owner's Representative for review:

1. Plan of Action:
 - a) Submit as a written report.
 - b) The work plan must address the number of workmen of the various trades that will man the job, the number of shifts and the number of days in the week that the work will be accomplished within the contract period.
2. Work Progress Schedule:
 - a) Within five working days after Contractor's receipt of the Notice-to-Proceed, if requested by Owner, the Contractor shall submit in triplicate to the Owner and the Owner's Representative for review, an estimated progress schedule for starting and completing the various classifications of construction.
 - b) The schedule shall be in such form and detail as directed by the Owner and copies, as required, shall be submitted to the Owner for approval simultaneously with the Owner's Representative.
 - c) The Work Progress Schedule shall be updated as directed by the Owner.
3. Inspection:
 - a) Report on inspection carried out as required by this section. Include copies of all photographs, video tapes, etc. Submit in the same manner as product data.

1.9 INTERRUPTION OF SERVICES AND FUNCTIONS DISCONNECTION, MOVING RECONNECTION REINSTALLING UTILITIES AND APPURTENANCES

1. Overtime for Utility Work:
 - a) When work is required by the Contractor during the utility tie-ins (or correction of Contractor's damage to existing utilities), the Physical Plant personnel must be involved. This work shall be coordinated with them for their availability.
2. Temporary Services Expenses:
 - a) The Contractor shall bear all expenses for temporary services required at any time during the course of the project.

1.10 SCHEDULE OF WORK

- a) If the completion of the work is not on schedule, the Contractor shall provide a work plan and implement his best efforts to get back on and meet the schedule by increasing manpower and/or schedule.
- b) If the completion of the Work is not on schedule as specified in the section of the specifications and professional judgment of the Owner and Consultant cannot be put back schedule by increasing manpower, the Contractor shall immediately use the best efforts to (in addition to increased manpower, if necessary) increase the hours and/or days worked (i.e. add shifts). Additional costs associated with such manpower/shifts shall be at no additional cost to Owner. Additionally, it is understood that additional shifts will require additional work for the Consultant, the additional cost of which shall be borne by the Contractor at a cost of \$100 per field technician hour. TEM analysis will be charged at \$200 per sample for 24-hour turnaround for additional samples other than the first set of samples. Overtime work is not to be confused with liquidated damages, as set forth in the Supplementary Conditions to the contract.

1.11 CONDITIONS AND RISKS OF WORK

- A. Contractor represents that Contractor has carefully examined the drawings and specifications for the Work and has fully acquainted itself with and understands all other conditions relevant to the Work, and its surroundings, and Contractor assumes the risk of such conditions and will, regardless of such conditions, the expense, difficulty of performing the Work, or negligence, if any, of the Owner or Consultant, fully complete the Work for the stated Contract Price without further recourse to the Owner or Consultant.
- B. Information on the site of the Work and local conditions at such site furnished by Owner or Consultant in specifications drawings or otherwise is not guaranteed by Owner or Consultant and is furnished only for the convenience of Contractor.

1.12 PLAN OF ACTION:

- A. No later than three days prior to the preconstruction meeting submit a detailed plan of the procedures proposed for use in complying with the requirements of this specification. The plan must be approved by the Owner's Representative prior to commencement of work. The plan should include:
 1. Location and layout of decontamination areas.
 2. The sequencing of asbestos/lead work.
 3. The interface of trades involved in the performance of work.
 4. Methods to be used to assure the safety of building occupants and visitors to the site.

5. Disposal plan including location of approved disposal site.
6. Detailed description of the methods to be employed to control pollution.
7. Use of portable HEPA ventilation system.
8. Closing out of the building's HVAC system.
9. Method of removal to prohibit visible emissions in work area.
10. Packaging of removed asbestos/lead debris.

1.13 INSPECTION:

A. Prior to commencement of work:

1. Inspect areas in which work will be performed.
2. Prepare a listing of damage to structure, surfaces, equipment or of surrounding properties which could be misconstrued as damage resulting from the work.
3. Photograph or videotape existing conditions as necessary to document conditions, both at the interior and exterior of the building and site (including exit ramps and parking facilities, shall be included).
4. Submit to Owner's Representative prior to starting work.

1.14 POTENTIAL ASBESTOS/LEAD HAZARD:

A. The disturbance or dislocation of asbestos/lead-containing materials may cause airborne asbestos/lead to be released into the building's atmosphere, thereby creating a potential health hazard to workmen and building occupants.

1. Apprise all workers, supervisory personnel, subcontractors and consultants who will be at the job site of the seriousness of the hazard and of proper work procedures which must be followed.
2. The Abatement Contractor and his subcontractors shall be required to sign a Certificate of Worker's Acknowledgment of hazards associated with asbestos/lead prior to entering the work area.

B. Where in the performance of the work, workers, supervisory personnel, subcontractors, or consultants may encounter, disturb, or otherwise function in the immediate vicinity of any identified asbestos/lead-containing materials take appropriate continuous measures as necessary to protect all building occupants from the potential hazard of exposure to airborne asbestos/lead. Such measures shall include the following:

1. The procedures and methods described herein.
2. Compliance with regulations of applicable federal, state and local agencies.

1.15 STOP WORK:

- A. If the Owner, the Owner's Representative, or the Project Administrator presents a verbal or written stop work order immediately and automatically stop all work. Do not recommence work until authorized in writing by Owner's Representative.
- B. The Owner or Consultant has the authority to stop any or all abatement activities at any time that it has been determined or is suspected that conditions are not within the specifications or an applicable regulation, or that an unsafe condition exists. The decision to stop work is solely at the discretion of the Owner or Consultant.
- C. The abatement activity shall not continue until the conditions have been corrected to the satisfaction of the Owner or Consultant.

- D. Standby time occurring during a stop work condition shall be at the Contractor's expense.

1.16 INSPECTIONS

- A. The Asbestos/Lead Abatement Contractor is solely responsible for any and all site inspections, estimations of quantity of work, or recognition of unusual or special situations which may affect a timely and scheduled completion of this work. The Asbestos/Lead Abatement Contractor shall satisfy himself that the work can be completed as set forth by the specifications before starting work.
- B. Any Authorized Visitor shall have access to the worksite, materials, records, or any other relevant data specified herein and, furthermore, the Contractor shall provide proper facilities and equipment for such access and inspection.
- C. ONLY AUTHORIZED VISITORS WILL BE ALLOWED ON THE WORKSITE.

1.17 CLEARANCE TESTING

- A. Following clean-up of each work area, final clearance monitoring shall be performed by the Consultant. A final clearance of 0.01 fibers/cc by Phase Contrast Microscopy (PCM) is required for asbestos/lead.

END OF SECTION - 01013

SECTION 01043 - PROJECT COORDINATION (ASBESTOS)**PART 1 - GENERAL****1.1 RELATED DOCUMENTS:**

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

1.2 COPIES OF DOCUMENTS:

- A. Owner shall furnish to Contractor 3 copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work.
- B. Additional copies will be furnished, upon request, at the cost of reproduction.

1.3 BEFORE STARTING CONSTRUCTION:

- A. Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements.
- B. Contractor shall promptly report in writing to Owner's Representative any conflict, error or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Owner's Representative before proceeding with any Work affected thereby.
- C. Within five days after the Effective Date of the Agreement, Contractor shall submit to Owner's Representative for review:
 - 1. An estimated progress schedule indicating the starting and completion dates of the various stages of the Work;
 - 2. A preliminary schedule of Shop Drawing submissions; and
 - 3. A preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed at the time of submission.
- D. Before any Work at the site is started, Contractor shall deliver to Owner, with a copy to Engineer, certificates (and other evidence of insurance requested by Owner) which Contractor is required to purchase and maintain in accordance with these Contract Documents.

1.4 SUMMARY:

- A. This Section specifies administrative and supervisory requirements necessary for Project coordination including, but not necessarily limited to:

1. Administrative and supervisory personnel.
 2. Progress Meetings
 3. Pre-Construction Conference
 4. Daily Log
 5. Special reports.
 6. Contingency Plans
 7. Notifications to other entities at job site.
- B. Requirements for the Contractor's Construction Schedule are included in Section "Submittals."

1.5 FINALIZING SCHEDULE

- A. At least ten days before submission of the first Application for Payment, the Contractor shall submit to Owner's Representative a finalized progress schedule in accordance with these Contract Documents.
- B. The finalized progress schedule will be acceptable to Owner's Representative as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on Owner's Representative responsibility for the progress or scheduling of the Work nor relieve Contractor from full responsibility.
- C. The finalized schedule of Shop Drawing submissions will be acceptable to Owner's Representative as providing a workable arrangement for processing the submissions.
- D. The finalized schedule of values will be acceptable to Owner's Representative as to form and substance.

1.6 FAMILIARITY WITH WORK

- A. Contractor represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study and observations with the requirements of the Contract Documents.
- B. Contractor also represents that to the extent he deems necessary he has studied all surveys and investigation reports and physical conditions, and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

1.7 BUILDING INSPECTION

- A. The Contractor represents that he has thoroughly inspected the property, has familiarized himself with the proposed work, has determined that the work can be accomplished as set forth in the Contract Documents, understands and agrees to the intent of the work as set forth.

1.8 ADMINISTRATIVE AND SUPERVISORY PERSONNEL:

A. General Superintendent:

1. Provide a full-time General Superintendent who is experienced in administration and supervision of asbestos abatement and demolition projects including work practices, protective measures for building and personnel, disposal procedures, etc.
2. This person is the Contractor's "Competent Person" and Representative responsible for compliance with all applicable federal, state and local regulations, particularly those relating to asbestos-containing materials.
3. This person will be the Competent Person required by OSHA in 29 CFR 1926.1101, and shall be licensed in accordance with the Texas Asbestos Health Protection Rules.
4. This person must be on-site at all times, and may not manage more than one project at a time.
5. Experience and Training: The General Superintendent must have completed a course at an EPA Training Center or equivalent certificate course in asbestos abatement procedures, and have had a minimum of two (2) years on-the-job training in asbestos abatement procedures.
6. Competent Person: The General Superintendent is to be a Competent Person as required by OSHA in 29 CFR 1926.1101.
7. Licensed Individual: The General Superintendent is to be a licensed asbestos abatement supervisor as required by Texas Asbestos Health Protection Rules section 295.46.

1.9 PROGRESS MEETINGS:

A. General:

1. In addition to specific coordination and pre-installation meetings for each element of work, and other regular project meetings held for other purposes, Owner's Representative will hold general progress meetings as required.
2. These meeting will be scheduled, where possible, at time of preparation of payment request.
3. Require each entity then involved in planning, coordination or performance of work to be properly represented at each meeting.

1.10 PRE-CONSTRUCTION CONFERENCE:

- A. An initial progress meeting, recognized as "Pre-Construction Conference" will be convened by the Owner's Representative prior to start of any work.
- B. Meet at project site, or as otherwise directed with General Superintendent, Owner, Owner's Representative, Project Administrator, and other entities concerned with the asbestos abatement and demolition work.
- C. 72 hours advance notice will be provided to all participants prior to convening Pre-Construction Conference.
- D. This is an organizational meeting, to review responsibilities and personnel assignments and to locate the containment and decontamination areas and temporary facilities including power, light, water, etc.
- E. Procedures for handling Shop Drawings and other submittals and to establish a working understanding among the parties as to the Work will be discussed.

1.11 DAILY LOG:

- A. Daily Log: Maintain just outside the Decontamination Unit a daily log documenting the dates and time of but not limited to, the following items:
 - 1. Meetings; purpose, attendees, brief discussion;
 - 2. Visitations; authorized and unauthorized;
 - 3. Personnel, by name, entering and leaving the work area;
 - 4. Special or unusual events, i.e. barrier breaching, equipment failures, accidents;
 - 5. Air monitoring tests and test results; and
 - 6. Documentation of Contractor's completion of the following:
 - a) Inspection of work area preparation prior to start of removal and daily thereafter;
 - b) Removal of any sheet plastic barriers;
 - c) Contractor's inspections prior to spray back, lock back, encapsulation, enclosure or any other operation that will conceal the condition of asbestos-containing materials or the substrate from which such materials have been removed;
 - d) Removal of waste materials from work area;
 - e) Decontamination of equipment (list items); and
 - f) Contractors final inspection/final air test analysis.
- B. Provide two (2) copies of this log to Project Administrator on a daily basis.
- C. Submit copies of this log at final closeout of project as a project close-out submittal.

1.12 SPECIAL REPORTS:

- A. **General:** Except as otherwise indicated, submit special reports directly to Owner immediately upon occurrence requiring a special report, with copy to Owner's Representative and others affected by occurrence.
- B. **Reporting Unusual Events:**
 - 1. When an event of unusual and significant nature occurs at site (examples: failure of pressure differential system, rupture of temporary enclosures), prepare and submit a special report listing chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information.
 - 2. When such events are known or predictable in advance, notify OEHS immediately!
- C. **Reporting Accidents:**
 - 1. Prepare and submit reports of significant accidents, at site and anywhere else work is in progress.
 - 2. Record and document data and actions; comply with industry standards. For this purpose, a significant accident is defined to include events where personal injury is sustained, property loss of substance is sustained, or where the event posed a significant threat of loss or personal injury.
- D. **Report Discovered Conditions:**
 - 1. When an unusual condition of the building is discovered during the work (e.g. leaks, termites, corrosion) immediately notify OEHS.
 - 2. Prepare and submit a special report indicating condition discovered.

1.13 CONTINGENCY PLAN:

- A. Prepare a contingency plan for emergencies including fire, accident, power failure, pressure differential system failure, supplied air system failure, or any other event that may require modification or abridgment of decontamination or work area isolation procedures.
- B. Include in plan specific procedures for decontamination or work area isolation. Note that nothing in this specification should impede safe exiting or providing of adequate medical attention in the event of an emergency.
- C. Post in clean room of Personnel Decontamination Unit telephone numbers and locations of emergency services including but not limited to fire, ambulance, doctor, hospital, police, power company, telephone company, TDH, OFF, and OEHS.

1.14 NOTIFICATIONS

- A. Notify other entities at the job site of the nature of the asbestos abatement activities, location of asbestos-containing materials, requirements relative to asbestos set forth in these specifications and applicable regulations.
- B. Notify emergency service agencies including fire, ambulance, police or other agency that may service the abatement work site in case of an emergency.
- C. Notification is to include methods of entering work area, emergency entry and exit locations, modifications to fire notification or fire fighting equipment, and other information needed by agencies providing emergency services.
- D. Notifications of Emergency: Any individual at the job site may notify emergency service agencies if necessary without effect on this Contract or the Contract Sum.

1.15 SUBMITTALS

- A. Before the Start of Work: Submit the following to the Owner's Representative for review. No work shall begin until these submittals are returned with Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use or final-but-restricted use.
 - 1. Contingency Plans: for emergency actions.
 - 2. Telephone Numbers: and location of emergency services.
 - 3. Notifications: sent to other entities at the work site.
 - 4. Notifications: sent to emergency service agencies.
 - 5. Resume: of general superintendent.
 - 6. Accreditation: submit evidence in form of training course certificate of accreditation of General Superintendent as an asbestos abatement supervisor.
 - 7. Staff Names: Within 15 days of Notice to Proceed, submit a list of the Contractor's principal staff assignments, including the Superintendent and other personnel in attendance at the site; identify individuals, their duties and responsibilities; list their addresses and telephone numbers.
 - 8. Post copies of the list in the project meeting room, the temporary field office, and each temporary telephone.

END OF SECTION - 01043

SECTION 01091 - DEFINITIONS AND STANDARDS (ASBESTOS)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 SUMMARY

- A. General Explanation: A substantial amount of specification language constitutes definitions for terms found in other contract documents, including the drawings. (Drawings must be recognized as diagrammatic in nature and not completely descriptive of the requirements indicated thereon.) Certain terms used in Contract Documents are defined in this article.
- B. General Requirements: The provisions or requirements of Division-1 sections apply to entire work of Contract and, where so indicated, to other elements which are included in project.

1.3 DEFINITIONS:

- A. General: Definitions contained in this Article are not necessarily complete, but are general to the extent that they are not defined more explicitly elsewhere in the Contract Documents.
- B. Addenda: Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Bidding Documents or the Technical Specifications.
- C. Agreement: The written agreement between Owner and Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.
- D. Application for Payment: The form accepted by Owner's Representative which is to be used by Contractor in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.
- E. Approval: The term "approved," where used in conjunction with the Owner's Representative's action on the Contractor's submittals, applications, and requests, is limited to the responsibilities and duties of the Architect stated in General and Supplementary Conditions. Such approval shall not release the Contractor from responsibility to fulfill Contract Document requirements, unless otherwise provided in the Contract Documents.
- F. Bid: The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- G. Bonds: Bid, performance and payment bonds and other instruments of security.
- H. Change Order: A document recommended by the Owner's Representative, which is signed by Contractor and Owner and authorizes an addition, deletion or revision in the Work, or

an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of Agreement.

- I. **Directed:** Terms such as "directed", "requested", "authorized", "selected", "approved", "required", and "permitted" mean "directed by the Owner's Representative", "requested by the "Owner's Representative", and similar phrases. However, no implied meaning shall be interpreted to extend the Owner's Representative's responsibility into the Contractor's area of construction supervision.
- J. The term "experienced," when used with the term "Installer" means having a minimum of 5 previous Projects similar in size and scope to this project, and familiar with the precautions required, and has complied with requirements of the authority having jurisdiction.
- K. **Furnish:** The term "furnish" is used to mean "supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, and similar operations."
- L. **General Superintendent:** This is the Contractor's Representative at the work site. This person will generally be the Competent Person required by OSHA in 29 CFR 1926.1101.
- M. **Indicated:** This term refers to graphic representations, notes or schedules on the Drawings, or other Paragraphs or Schedules in Specifications, and similar requirements in Contract Documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used, it is to help locate the reference; no limitation on location is intended except as specifically noted.
- N. **Install:** The term "install" is used to describe operations at project site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations."
- O. **Installer:** An "Installer" is an entity engaged by the Contractor, either as an employee, subcontractor or sub- subcontractor for performance of a particular construction activity, including installation, erection, application and similar operations. Installers are required to be experienced in the operations they are engaged to perform.
- P. **Notice of Award:** The written notice by Owner, or by Owner's Representative in Owner's behalf, to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, Owner will sign and deliver the Agreement.
- Q. **Notice to Proceed:** A written notice given by Owner, or Owner's Representative in Owner's behalf, to Contractor (with a copy to Owner's Representative) fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform Contractor's obligations under the Contract Documents.
- R. **Owner's Representative:** This is the entity described as the "Environmental Consultant" or "Consultant" in all areas of these Contract documents and Technical specifications. All references to Environmental Consultant or Consultant in the Contract Documents in all cases refer to the Owner's Representative. The Owner's Representative will represent the Owner during abatement activities and until final payment is due. The Owner's Representative will advise and consult with the Owner. The Owner's instructions to the Contractor will be forwarded through the Owner's Representative.
- S. **Project Administrator:**

1. This is the entity described as the "Project Representative" in AIA Document A201 "General Conditions of the Contract for Construction," or is the entity described as "Engineer" in Engineers Joint Contract Document Committee (EJCDC) Document 1910-8 "Standard General Conditions of the Construction Contract."
 2. The Project Administrator is a full time representative of the Owner at the job site with authority to stop the work upon verbal order if requirements of the Contract Documents are not met, or if in the sole judgment of the Project Administrator, Owner's Representative, Owner, the interests of the Owner, safety of any person or the Owner's property are jeopardized by the work.
- T. Project Site is the space available to the Contractor for performance of the work, either exclusively or in conjunction with others performing other construction as part of the project. The extent of the project site is shown on the Drawings, and may or may not be identical with the description of the land upon which the project is to be built.
- U. Provide: The term "provide" means "to furnish and install, complete and ready for the intended use."
- V. Regulation: The term "Regulations" includes laws, statutes, ordinances and lawful orders issued by authorities having jurisdiction, as well as rules, conventions and agreements within the construction industry that control performance of the Work, whether they are lawfully imposed by authorities having jurisdiction or not.
1. Substantial Completion: The Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer as evidenced by Engineer's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part), (1) can be used for the purposes for which it is intended, (2) all pay items in the schedule of unit prices are complete, (3) all remaining work, if any, be considered by the Owner's Representative to be minor items; or if there be no such certificate issued, when final payment is due in accordance with these Contract Documents. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.
- W. Testing Laboratories: A "testing laboratory" is an independent entity engaged to perform specific inspections or tests, either at the project site or elsewhere, and to report on, and, if required, to interpret, results of those inspections or tests.
1. Work: The entire complete construction, or abatement, or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, or abatement, all as required by the Contract Documents.

1.4 DEFINITIONS RELATIVE TO ASBESTOS ABATEMENT:

- A. Abatement: The Procedure to control fiber release from asbestos-containing building materials. Activities include removal, encapsulation, and enclosure.
- B. ACM: Asbestos-Containing Material.

- C. **Accredited or Accreditation (when referring to a person or laboratory):** A person or laboratory accredited in accordance with section 206 of Title II of the Toxic Substances Control Act (TSCA).
- D. **Acoustical Insulation:** The general application or use of asbestos for the control of sound due to its lack of reverberant surfaces.
- E. **Acoustical tile:** A finishing material in a building usually found in the ceiling or walls for the purpose of noise control.
- F. **Aerosol:** A system consisting of particles, solid or liquid, suspended in air.
- G. **Aggressive Sampling:** Air sampling which takes place after final cleanup while the air is being physically agitated to produce a "worst case" situation.
- H. **Air Cell:** Insulation normally used on pipes and duct work that is comprised of corrugated cardboard which is frequently comprised of asbestos combined with cellulose or refractory binders.
- I. **Air Diffuser:** A device designed to disperse an air stream throughout a given area.
 - 1. **Air Filtration Unit (AFU):** Usually refers to machines used to provide ventilation and a negative static pressure differential within a completely enclosed asbestos work area. An AFU usually consists of the following: A fan system to draw air through a special set of filters - a gross prefilter, an intermediate filter and a HEPA filter - and exhaust clean air to the outside. AFUs are rated by the amount of air that can be drawn through them in a given amount of time, which is expressed in cubic feet of air per minute (e.g. 2,000 CFM). Loaded or clogged filters can seriously affect the displacement volume capability or efficiency of these devices.
- J. **Air Lock:** A system for permitting ingress and egress with minimum air movement between a contaminated area and an uncontaminated area.
- K. **Air Monitoring:** The process of measuring the fiber content of a specific volume of air in a stated period of time.
- L. **Air Plenum:** Any space used to convey air in a building or structure. The space above a suspended ceiling is often used as an air plenum.
- M. **Air Purifying Respirator:** A respirator that relies on filters to remove a particular contaminant(s) from the ambient air. They include both negative pressure and powered respirators. No type of air purifying respirator will protect the wearer from low oxygen atmospheres.
- N. **Airline Respirator:** A respirator that is connected to a compressed breathing air source by a hose.
- O. **Ambient Air:** The surrounding air or atmosphere in a given area under normal conditions.
- P. **Amended Water:** Water to which a surfactant has been added to decrease the surface tension to 35 or less dynes.

- Q. **Amosite:** An asbestiform mineral of the amphibole group containing approximately 50 percent silicon and 40 percent iron oxide, and is made up of straight, brittle fibers, light gray to pale brown in color.
- R. **Approved Landfill:** A site for the disposal of asbestos-containing and other hazardous wastes that has been given EPA approval.
- S. **Asbestos:** The asbestiform varieties of serpentine (chrysotile), riebeckite (crocidolite), cummingtonite-grunerite, anthophyllite, and actinolite-tremolite. For purposes of determining respiratory and worker protection both the asbestiform and non-asbestiform varieties of the above minerals and any of these materials that have been chemically treated and/or altered shall be considered as asbestos.
- T. **Asbestos Abatement Contractor:** The Contractor designated in the contract documents as being responsible to the Owner for the control or abatement of asbestos-containing materials.
- U. **Asbestos-Containing Material (ACM):** Any material containing more than 1% by weight of asbestos of any type or mixture of types, as determined by the Environmental Protection Agency's Interim Method.
- V. **Asbestos-Containing Building Material (ACBM):** Surfacing ACM, thermal system insulation ACM, or miscellaneous ACM that is found in or on interior structural members or other parts of a building.
- W. **Asbestos-Containing Waste Material:** Any material which is or is suspected of being or any material contaminated with an asbestos-containing material which is to be removed from a work area for disposal.
- X. **Asbestos Control:** Minimizing the generation of airborne asbestos fibers until a permanent solution is developed.
- Y. **Asbestos Debris:** Pieces of ACBM that can be identified by color, texture, or composition, or means dust, if the dust is determined by an accredited inspector to be ACM.
- Z. **Asbestos Exposure Assessment System:** A decision tool which can be used to determine the extent of the asbestos hazard that exists in a building, and which can also be used to develop corrective actions.
- AA. **Authorized Visitor:** The Owner, the Owner's Representative, the Consultant, the Consultant's inspector or representative, or any representative of a federal, state, county or local agency having jurisdiction over the project while acting in an official capacity. Any person whose name appears upon an approved authorized visitor's list. The testing lab personnel, the Architect/Engineer, or emergency personnel.
- BB. **Barrier:** Any surface that seals off the work area to inhibit the movement of fibers.
- CC. **Breathing Zone:** A hemisphere forward of the shoulders with a radius of approximately 6 to 9 inches.
- DD. **Ceiling Concentration:** The concentration of an airborne substance that shall not be exceeded.

- EE. **Certified Industrial Hygienist (C.I.H.):** An industrial hygienist certified in Comprehensive Practice by the American Board of Industrial Hygiene.
- FF. **Clean Room:** An uncontaminated area or room which is part of the worker decontamination enclosure with provisions for storage of worker's street clothes and protective equipment.
- GG. **Curtained Doorway:** A device to allow ingress and egress from one room to another while permitting minimal air movement between the rooms, typically constructed by placing two overlapping sheets of plastic over an existing or temporarily framed doorway, and securing the vertical edge of the other sheet along the opposite vertical side of the doorway.
- HH. **Decontamination Enclosure System:** A series of connected rooms, with curtained doorways between any two adjacent rooms, for the decontamination of workers and of materials and equipment. A decontamination enclosure system always contains at least one airlock.
- II. **Differential Air Pressure Equipment:** A portable local exhaust system equipped with HEPA filtration and capable of maintaining a constant, low velocity air flow into contaminated areas from adjacent uncontaminated areas.
- JJ. **Demolition:** The wrecking or taking out of any building component, system, finish or assembly of a facility together with any related handling operations.
- KK. **Disposal Bag:** A properly labeled 6 mil thick leak-tight plastic bags used for transporting asbestos waste from work and to disposal site.
- LL. **Encapsulant:** A material that surrounds or embeds asbestos fibers in an adhesive matrix, to prevent release of fibers.
- MM. **Bridging encapsulant:** an encapsulant that forms a discrete layer on the surface of an in situ asbestos matrix.
- NN. **Penetrating encapsulant:** an encapsulant that is absorbed by the in situ asbestos matrix without leaving a discrete surface layer.
- OO. **Removal encapsulant:** a penetrating encapsulant specifically designed to minimize fiber release during removal of asbestos-containing materials rather than for in situ encapsulation.
- PP. **Encapsulation:** All herein specified procedures necessary to completely enclose asbestos-containing building materials to control the possible release of asbestos fibers into the air.
- QQ. **Enclosure:** The construction of an air-tight, impermeable, permanent barrier around asbestos-containing material to control the release of asbestos fibers into the air.
- RR. **Equipment Decontamination Enclosure:** That portion of a decontamination enclosure system designed for controlled transfer of materials and equipment, typically consisting of a washroom and a holding area system designed for controlled transfer of materials and equipment, typically consisting of a washroom and a holding area.
- SS. **Equipment Room:** A contaminated area or room which is part of the worker decontamination enclosure with provisions for storage of contaminated clothing and equipment.

- TT. Filter: A media component used in respirators to remove solid or liquid particles from the inspired air.
- UU. Fixed Object: A unit of equipment or furniture in the work area which cannot be removed from the work area.
- VV. Friable Asbestos Material: Material that contains more than 1.0% asbestos by weight and that can be crumbled, pulverized, or reduced to powder by hand pressure when dry.
- WW. Glovebag: A sack (typically constructed of 6 mil transparent polyethylene or polyvinylchloride plastic) with inward projecting long sleeve gloves, one inward projecting sleeve, an internal tool pouch, and an attached, labeled receptacle for asbestos waste. These glovebags are designed to enclose an object from which an asbestos-containing material is to be removed.
- XX. Glovebag Technique: A method with applications for removing small amounts of friable asbestos-containing material from HVAC ducts, short pipe runs, valves, joints, elbows, and other non-planer surfaces in a non-contained work area. The glovebag is constructed and installed in such a manner that it surrounds the object or area to be decontaminated and contains all asbestos fibers released during the removal process. All workers who are permitted to use the glovebag technique must be highly trained, experienced, and skilled in this method.
- YY. Holding Area: A chamber in the equipment decontamination enclosure located between the washroom and an uncontaminated area. The holding area comprises an airlock.
- ZZ. HEPA Filter: A High Efficiency Particulate Air (HEPA) filter capable of trapping and retaining 99.97% of asbestos fibers greater than 0.3 microns in diameter or larger.
- AAA. HEPA Filter Vacuum Collection Equipment (or vacuum cleaner): High efficiency particulate air filtered vacuum collection equipment with a filter system capable of collecting and retaining asbestos fibers. Filters should be of 99.97% efficiency for retaining fibers of 0.3 microns or larger.
- BBB. High-efficiency particulate air filter: (HEPA) refers to a filtering system capable of trapping and retaining 99.97 percent of all monodispersed particles 0.3 mm in diameter or larger.
- CCC. Log Book: A notebook or other book containing essential project data and daily project information and a daily project diary. This book shall be kept up to date and on the project site at all times.
- DDD. Movable Object: A unit of equipment or furniture in the work area which can be removed from the work area.
- EEE. Negative Pressure Respirator: A respirator in which the air pressure inside the respiratory-inlet covering is positive during exhalation in relation to the air pressure of the outside atmosphere and negative during inhalation in relation to the air pressure of the outside atmosphere.
- FFF. Negative Pressure Ventilation System: A pressure differential and ventilation system.
- GGG. Personal Monitoring: Sampling of the asbestos fiber concentrations within the breathing zone of an employee.

- HHH. Plant:** The tools, machinery, structures, equipment, etc. necessary to perform a mechanical operation, process, or to carry out a business.
- III. Plasticize:** To cover floors and walls with plastic sheeting as herein specified.
- JJJ. Pressure Differential and Ventilation System:** A local exhaust system, utilizing HEPA filtration capable of maintaining a pressure differential with the inside of the Work Area at a lower pressure than any adjacent area, and which cleans recirculated air or generates a constant air flow from adjacent areas into the Work Area.
- KKK. Protection Factor:** The ratio of the ambient concentration of an airborne substance to the concentration of the substance inside the respirator at the breathing zone of the wearer. The protection factor is a measure of the degree of protection provided by a respirator to the wearer.
- LLL. Removal:** All herein specified procedures necessary to remove asbestos-containing materials from the designated areas in an appropriate manner and to dispose of these materials at an acceptable site.
- MMM. Repair:** Returning damaged ACBM to an undamaged condition or to an intact state so as to prevent fiber release.
- NNN. Respirator:** A device designed to protect the wearer from the inhalation of harmful atmospheres.
- OOO. Shower Room:** A room between the clean room and the equipment room in the worker decontamination enclosure with hot and cold running water and suitable arranged for complete showering during decontamination.
- PPP. Surfactant:** A chemical wetting agent added to water to improve penetration, thus reducing the quantity of water required for a given operation or area.
- QQQ. Time Weighted Average (TWA):** The average concentration of a contaminant in air during a specific time period.
- RRR. Visible Emissions:** Any emissions containing particulate asbestos material that are visually detectable without the aid of instruments. This does not include condensed uncombined water vapor.
- SSS. Washroom:** A room between the work area and the holding area in the equipment decontamination enclosure system. The washroom comprises an airlock.
- TTT. 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 or diluted removal encapsulant and afterwards thoroughly decontaminated or disposed of as asbestos-contaminated waste.
- UUU. Wiping:** Final cleanup stage performed after gross asbestos removal where all surfaces are wet cleaned.
- VVV. Work Area:** The area where asbestos-related work or removal operations are performed which is defined and/or isolated to prevent the spread of asbestos dust, fibers or debris, and entry by unauthorized personnel. Work area is a Regulated Area as defined by 29 CFR 1926.1101.

WWW. Worker Decontamination Enclosure System: That portion of a decontamination enclosure system designed for controlled passage of workers, and other personnel and authorized visitors, typically consisting of a clean room, a shower room, and an equipment room separated by air locks.

1.5 SPECIFICATION FORMAT AND CONTENT EXPLANATION

- A. This Article is provided to help the user of these Specifications understand the format, language, implied requirements, and similar conventions.
- B. None of the explanations shall be interpreted to modify the substance of Contract requirements.
- C. Specification Format:
1. These Specifications are organized into Divisions, Sections or Trade Headings based on the Construction Specifications Institute's 16-Division format and the MASTERFORMAT numbering system.
 2. This organization conforms generally to recognized construction industry practice.
- D. Specification Content:
1. This Specification has been produced employing conventions in the use of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances.
 2. These conventions are explained as follows:
 3. Language used in the Specifications and other Contract Documents is the abbreviated type. Implied words and meanings will be appropriately interpreted. Singular words will be interpreted as plural and plural words interpreted as singular where applicable and where the full context of the Contract Documents so indicates.
 4. Imperative Language is used generally in the Specifications. Requirements expressed imperative are to be performed by the Contractor. At certain locations in the text, for clarity, subjective language is used to describe responsibilities which must be fulfilled indirectly by the Contractor, or by others when so noted.
- E. Assignment of Specialists:
1. The Specification requires that certain specific construction activities shall be performed by specialists who are recognized experts in the operations to be performed.
 2. The specialists must be engaged for those activities, and the assignments are requirements over which the Contractor has no choice or option.
 3. The ultimate responsibility for fulfilling Contract requirements remains with the Contractor.

4. This requirement should not be interpreted to conflict with enforcement of building codes or regulations governing the work. It is also not intended to interfere with local trade union jurisdictional settlements and similar conventions.
5. Trades: Use of titles such as "carpentry" is not intended to imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.

1.6 DRAWING SYMBOLS

- A. Graphic symbols used on the Drawings are those recognized in the construction industry for purposes indicated. Where not otherwise noted, symbols are defined by "Architectural Graphic Standards", published by John Wiley & Sons, Inc., seventh edition.
- B. Graphic symbols used on mechanical and electrical Drawings are generally aligned with symbols recommended by ASHRAE. Where appropriate, they are supplemented by more specific symbols recommended by technical associations including ASME, ASPE, IEEE and similar organizations. Refer instances of uncertainty to the Owner's Representative for clarification before proceeding.

1.7 INDUSTRY STANDARDS

- A. Applicability of Standards:
 1. Except where Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into Contract Documents.
 2. Such standards are made a part of the Contract Documents by reference.
 3. Individual Sections indicate which codes and standards the Contractor must keep available at the Project Site for reference.
- B. Referenced industry standards: take precedence over standards that are not referenced but recognized in the construction industry as applicable.
- C. Unreferenced industry standards: are not directly applicable to the work, except as a general requirement of whether the work complies with recognized construction industry standards.
- D. Publication Dates: Where compliance with an industry standard is required, comply with standard in effect as of date of Contract Documents.
- E. Updated Standards: At the request of the Owner's Representative, Contractor or authority having jurisdiction, submit a Change Order proposal where applicable code or standard has been revised and reissued after the date of the Contract Documents and before performance of Work affected. The Owner's Representative will decide whether to issue a Change Order to proceed with the updated standard.
- F. Conflicting Requirements:

1. Where compliance with two or more standards is specified, and they establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced, unless the Contract Documents indicate otherwise.
 2. Refer requirements that are different, but apparently equal, and uncertainties as to which quality level is more stringent to the Owner's Representative for a decision before proceeding.
- G. Minimum Quantities or Quality Levels:
1. In every instance the quantity or quality level shown or specified shall be the minimum to be provided or performed.
 2. The actual installation may comply exactly, within specified tolerances, with the minimum quantity or quality specified, or it may exceed that minimum within reasonable limits.
 3. In complying with these requirements, indicated numeric values are minimum or maximum values, as noted, or appropriate for the context of the requirements.
 4. Refer instances of uncertainty to the Owner's Representative for decision before proceeding.
- H. Copies of Standards: Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to that entities' construction activity. Copies of applicable standards are not bound with the Contract Documents.
1. Where copies of standards are needed for performance of a required construction activity, the Contractor shall obtain copies directly from the publication source.
 2. Although copies of standards needed for enforcement of requirements may be part of required submittals, the Owner's Representative reserves the right to require the Contractor to submit additional copies as necessary for enforcement of requirements.
- I. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. The following acronyms or abbreviations as referenced in Contract Documents are defined to mean the associated names. Names and addresses are subject to change, and are believed to be, but are not assured to be, accurate and up-to-date as of date of Contract Documents:
- AIHA
American Industrial Hygiene Association
Wolf Ledges Parkway
Akron, OH 44311
- AIA
American Institute of Architects
New York Ave. NW
Washington, DC 20006
- ANSI
American National Standards Institute

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1430 Broadway
New York, NY 10018

ASHRAE
American Society for Heating, Refrigerating, and Air Conditioning Engineers
Tullie Circle NE
Atlanta, GA 30329

ASME
American Society of Mechanical Engineers
East 47th Street
New York, NY 10017

ASPE
American Society of Plumbing Engineers
Thousand Oaks Boulevard, Suite 210
Westlake, CA 91362

ASTM
American Society for Testing and Materials
Race St.
Philadelphia, PA 19103

AWCI
Association of the Wall and Ceiling Industries-International
K Street, NW
Washington, DC 20002

CFR
Code of Federal Regulations
Available from Government Printing Office;
Washington, DC 20402
(usually first published in Federal Register)

CGA
Compressed Gas Association
Jefferson Davis Highway
Arlington, VA 22202

CS
Commercial Standard of NBS
(Dept. of Commerce)
Government Printing Office
Washington, DC 20402

DOT

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Department of Transportation
Seventh St., SW
Washington, DC 20590

EPA
Environmental Protection Agency
M St., SW
Washington, DC 20460

FS
Federal Specification (General Services Admin.)
Obtain from your Regional GSA Office, or purchase from GSA Specifications Unit
(WFSIS)
7th and D Streets, S.W.
Washington, DC 20406
or 2140

GA
Gypsum Association
Orrington Ave.
Evanston; IL 60201

GSA
General Services Administration
F St. and 18th St., NW
Washington, DC 20405

IEEE
Institute of Electrical and Electronic Engineers
E. 47th Street
New York, NY 10017

MIL
Military Standardization Documents
Dept. of Defense)
Naval Publications and Forms Center
Tabor Ave.
Philadelphia, PA 19120

NBS
National Bureau of Standards
Dept. of Commerce)
Gaithersburg, MD 20234

NEC
National Electrical Code (by NFPA)

NFPA

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National Fire Protection Association
Batterymarch Park
Quincy, MA 02269

NRCA
National Roofing Contractors Association
River Road
Rosemont, IL 60018

OSHA
Occupational Safety & Health Administration
(Dept. of Labor)
Government Printing Office
Washington, DC 20402

PS
Product Standard of NBS
(Dept. of Commerce)
Government Printing Office
Washington, DC 20402

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

UL
Underwriters Laboratories
Pfungsten Rd.
Northbrook, IL 60062

1.8 Trade Union Jurisdictions:

- A. The Contractor shall maintain, and require subcontractors to maintain, complete current information on jurisdictional matters, regulations and pending actions, as applicable to construction activities.
- B. The manner in which Contract Documents have been organized and subdivided is not intended to indicate of trade union or jurisdictional agreements.
- C. Discuss new developments at project meetings at the earliest feasible dates. Record relevant information and actions agreed upon.
- D. Assign and subcontract construction activities, and employ tradesmen and laborers in a manner that will not unduly risk jurisdictional disputes that could result in conflicts, delays, claims and losses.

1.9 SUBMITTALS:

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- A. **Permits, Licenses and Certificates:** For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the work.

END OF SECTION - 01091

SECTION 01091 - DEFINITIONS AND STANDARDS (ASBESTOS)**PART 1 - GENERAL****1.1 RELATED DOCUMENTS:**

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

1.2 SUMMARY

- A. General Explanation: A substantial amount of specification language constitutes definitions for terms found in other contract documents, including the drawings. (Drawings must be recognized as diagrammatic in nature and not completely descriptive of the requirements indicated thereon.) Certain terms used in Contract Documents are defined in this article.
- B. General Requirements: The provisions or requirements of Division-1 sections apply to entire work of Contract and, where so indicated, to other elements which are included in project.

1.3 DEFINITIONS:

- A. General: Definitions contained in this Article are not necessarily complete, but are general to the extent that they are not defined more explicitly elsewhere in the Contract Documents.
- B. Addenda: Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Bidding Documents or the Technical Specifications.
- C. Agreement: The written agreement between Owner and Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.
- D. Application for Payment: The form accepted by Owner's Representative which is to be used by Contractor in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.
- E. Approve: The term "approved," where used in conjunction with the Owner's Representative's action on the Contractor's submittals, applications, and requests, is limited to the responsibilities and duties of the Architect stated in General and Supplementary Conditions. Such approval shall not release the Contractor from responsibility to fulfill Contract Document requirements, unless otherwise provided in the Contract Documents.
- F. Bid: The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- G. Bonds: Bid, performance and payment bonds and other instruments of security.
- H. Change Order: A document recommended by the Owner's Representative, which is signed by Contractor and Owner and authorizes an addition, deletion or revision in the Work, or

an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of Agreement.

- I. **Directed:** Terms such as "directed", "requested", "authorized", "selected", "approved", "required", and "permitted" mean "directed by the Owner's Representative", "requested by the "Owner's Representative", and similar phrases. However, no implied meaning shall be interpreted to extend the Owner's Representative's responsibility into the Contractor's area of construction supervision.
- J. The term "experienced," when used with the term "Installer" means having a minimum of 5 previous Projects similar in size and scope to this project, and familiar with the precautions required, and has complied with requirements of the authority having jurisdiction.
- K. **Furnish:** The term "furnish" is used to mean "supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, and similar operations."
- L. **General Superintendent:** This is the Contractor's Representative at the work site. This person will generally be the Competent Person required by OSHA in 29 CFR 1926.1101.
- M. **Indicated:** This term refers to graphic representations, notes or schedules on the Drawings, or other Paragraphs or Schedules in Specifications, and similar requirements in Contract Documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used, it is to help locate the reference; no limitation on location is intended except as specifically noted.
- N. **Install:** The term "install" is used to describe operations at project site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations."
- O. **Installer:** An "Installer" is an entity engaged by the Contractor, either as an employee, subcontractor or sub- subcontractor for performance of a particular construction activity, including installation, erection, application and similar operations. Installers are required to be experienced in the operations they are engaged to perform.
- P. **Notice of Award:** The written notice by Owner, or by Owner's Representative in Owner's behalf, to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, Owner will sign and deliver the Agreement.
- Q. **Notice to Proceed:** A written notice given by Owner, or Owner's Representative in Owner's behalf, to Contractor (with a copy to Owner's Representative) fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform Contractor's obligations under the Contract Documents.
- R. **Owner's Representative:** This is the entity described as the "Environmental Consultant" or "Consultant" in all areas of these Contract documents and Technical specifications. All references to Environmental Consultant or Consultant in the Contract Documents in all cases refer to the Owner's Representative. The Owner's Representative will represent the Owner during abatement activities and until final payment is due. The Owner's Representative will advise and consult with the Owner. The Owner's instructions to the Contractor will be forwarded through the Owner's Representative.
- S. **Project Administrator:**

1. This is the entity described as the "Project Representative" in AIA Document A201 "General Conditions of the Contract for Construction," or is the entity described as "Engineer" in Engineers Joint Contract Document Committee (EJCDC) Document 1910-8 "Standard General Conditions of the Construction Contract."
 2. The Project Administrator is a full time representative of the Owner at the job site with authority to stop the work upon verbal order if requirements of the Contract Documents are not met, or if in the sole judgment of the Project Administrator, Owner's Representative, Owner, the interests of the Owner, safety of any person or the Owner's property are jeopardized by the work.
- T. Project Site is the space available to the Contractor for performance of the work, either exclusively or in conjunction with others performing other construction as part of the project. The extent of the project site is shown on the Drawings, and may or may not be identical with the description of the land upon which the project is to be built.
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- V. Regulation: The term "Regulations" includes laws, statutes, ordinances and lawful orders issued by authorities having jurisdiction, as well as rules, conventions and agreements within the construction industry that control performance of the Work, whether they are lawfully imposed by authorities having jurisdiction or not.
1. Substantial Completion: The Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer as evidenced by Engineer's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part), (1) can be used for the purposes for which it is intended, (2) all pay items in the schedule of unit prices are complete, (3) all remaining work, if any, be considered by the Owner's Representative to be minor items; or if there be no such certificate issued, when final payment is due in accordance with these Contract Documents. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.
- W. Testing Laboratories: A "testing laboratory" is an independent entity engaged to perform specific inspections or tests, either at the project site or elsewhere, and to report on, and, if required, to interpret, results of those inspections or tests.
- Work: The entire complete construction, or abatement, or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, or abatement, all as required by the Contract Documents.

1.4 DEFINITIONS RELATIVE TO ASBESTOS ABATEMENT:

- A. Abatement: The Procedure to control fiber release from asbestos-containing building materials. Activities include removal, encapsulation, and enclosure.
- B. ACM: Asbestos-Containing Material.

- C. **Accredited or Accreditation** (when referring to a person or laboratory): A person or laboratory accredited in accordance with section 206 of Title II of the Toxic Substances Control Act (TSCA).
- D. **Acoustical Insulation**: The general application or use of asbestos for the control of sound due to its lack of reverberant surfaces.
- E. **Acoustical tile**: A finishing material in a building usually found in the ceiling or walls for the purpose of noise control.
- F. **Aerosol**: A system consisting of particles, solid or liquid, suspended in air.
- G. **Aggressive Sampling**: Air sampling which takes place after final cleanup while the air is being physically agitated to produce a "worst case" situation.
- H. **Air Cell**: Insulation normally used on pipes and duct work that is comprised of corrugated cardboard which is frequently comprised of asbestos combined with cellulose or refractory binders.
- I. **Air Diffuser**: A device designed to disperse an air stream throughout a given area.
 - 1. **Air Filtration Unit (AFU)**: Usually refers to machines used to provide ventilation and a negative static pressure differential within a completely enclosed asbestos work area. An AFU usually consists of the following: A fan system to draw air through a special set of filters - a gross prefilter, an intermediate filter and a HEPA filter - and exhaust clean air to the outside. AFUs are rated by the amount of air that can be drawn through them in a given amount of time, which is expressed in cubic feet of air per minute (e.g. 2,000 CFM). Loaded or clogged filters can seriously affect the displacement volume capability or efficiency of these devices.
- J. **Air Lock**: A system for permitting ingress and egress with minimum air movement between a contaminated area and an uncontaminated area.
- K. **Air Monitoring**: The process of measuring the fiber content of a specific volume of air in a stated period of time.
- L. **Air Plenum**: Any space used to convey air in a building or structure. The space above a suspended ceiling is often used as an air plenum.
- M. **Air Purifying Respirator**: A respirator that relies on filters to remove a particular contaminant(s) from the ambient air. They include both negative pressure and powered respirators. No type of air purifying respirator will protect the wearer from low oxygen atmospheres.
- N. **Airline Respirator**: A respirator that is connected to a compressed breathing air source by a hose.
- O. **Ambient Air**: The surrounding air or atmosphere in a given area under normal conditions.
- P. **Amended Water**: Water to which a surfactant has been added to decrease the surface tension to 35 or less dynes.

- Q. **Amosite:** An asbestiform mineral of the amphibole group containing approximately 50 percent silicon and 40 percent iron oxide, and is made up of straight, brittle fibers, light gray to pale brown in color.
- R. **Approved Landfill:** A site for the disposal of asbestos-containing and other hazardous wastes that has been given EPA approval.
- S. **Asbestos:** The asbestiform varieties of serpentine (chrysotile), riebeckite (crocidolite), cummingtonite-grunerite, anthophyllite, and actinolite-tremolite. For purposes of determining respiratory and worker protection both the asbestiform and non-asbestiform varieties of the above minerals and any of these materials that have been chemically treated and/or altered shall be considered as asbestos.
- T. **Asbestos Abatement Contractor:** The Contractor designated in the contract documents as being responsible to the Owner for the control or abatement of asbestos-containing materials.
- U. **Asbestos-Containing Material (ACM):** Any material containing more than 1% by weight of asbestos of any type or mixture of types, as determined by the Environmental Protection Agency's Interim Method.
- V. **Asbestos-Containing Building Material (ACBM):** Surfacing ACM, thermal system insulation ACM, or miscellaneous ACM that is found in or on interior structural members or other parts of a building.
- W. **Asbestos-Containing Waste Material:** Any material which is or is suspected of being or any material contaminated with an asbestos-containing material which is to be removed from a work area for disposal.
- X. **Asbestos Control:** Minimizing the generation of airborne asbestos fibers until a permanent solution is developed.
- Y. **Asbestos Debris:** Pieces of ACBM that can be identified by color, texture, or composition, or means dust, if the dust is determined by an accredited inspector to be ACM.
- Z. **Asbestos Exposure Assessment System:** A decision tool which can be used to determine the extent of the asbestos hazard that exists in a building, and which can also be used to develop corrective actions.
- AA. **Authorized Visitor:** The Owner, the Owner's Representative, the Consultant, the Consultant's inspector or representative, or any representative of a federal, state, county or local agency having jurisdiction over the project while acting in an official capacity. Any person whose name appears upon an approved authorized visitor's list. The testing lab personnel, the Architect/Engineer, or emergency personnel.
- BB. **Barrier:** Any surface that seals off the work area to inhibit the movement of fibers.
- CC. **Breathing Zone:** A hemisphere forward of the shoulders with a radius of approximately 6 to 9 inches.
- DD. **Ceiling Concentration:** The concentration of an airborne substance that shall not be exceeded.

- EE. Certified Industrial Hygienist (C.I.H.): An industrial hygienist certified in Comprehensive Practice by the American Board of Industrial Hygiene.
- FF. Clean Room: An uncontaminated area or room which is part of the worker decontamination enclosure with provisions for storage of worker's street clothes and protective equipment.
- GG. Curtained Doorway: A device to allow ingress and egress from one room to another while permitting minimal air movement between the rooms, typically constructed by placing two overlapping sheets of plastic over an existing or temporarily framed doorway, and securing the vertical edge of the other sheet along the opposite vertical side of the doorway.
- HH. Decontamination Enclosure System: A series of connected rooms, with curtained doorways between any two adjacent rooms, for the decontamination of workers and of materials and equipment. A decontamination enclosure system always contains at least one airlock.
- II. Differential Air Pressure Equipment: A portable local exhaust system equipped with HEPA filtration and capable of maintaining a constant, low velocity air flow into contaminated areas from adjacent uncontaminated areas.
- JJ. Demolition: The wrecking or taking out of any building component, system, finish or assembly of a facility together with any related handling operations.
- KK. Disposal Bag: A properly labeled 6 mil thick leak-tight plastic bags used for transporting asbestos waste from work and to disposal site.
- LL. Encapsulant: A material that surrounds or embeds asbestos fibers in an adhesive matrix, to prevent release of fibers.
- MM. Bridging encapsulant: an encapsulant that forms a discrete layer on the surface of an in situ asbestos matrix.
- NN. Penetrating encapsulant: an encapsulant that is absorbed by the in situ asbestos matrix without leaving a discrete surface layer.
- OO. Removal encapsulant: a penetrating encapsulant specifically designed to minimize fiber release during removal of asbestos-containing materials rather than for in situ encapsulation.
- PP. Encapsulation: All herein specified procedures necessary to completely enclose asbestos-containing building materials to control the possible release of asbestos fibers into the air.
- QQ. Enclosure: The construction of an air-tight, impermeable, permanent barrier around asbestos-containing material to control the release of asbestos fibers into the air.
- RR. Equipment Decontamination Enclosure: That portion of a decontamination enclosure system designed for controlled transfer of materials and equipment, typically consisting of a washroom and a holding area system designed for controlled transfer of materials and equipment, typically consisting of a washroom and a holding area.
- SS. Equipment Room: A contaminated area or room which is part of the worker decontamination enclosure with provisions for storage of contaminated clothing and equipment.

- TT. Filter: A media component used in respirators to remove solid or liquid particles from the inspired air.
- UU. Fixed Object: A unit of equipment or furniture in the work area which cannot be removed from the work area.
- VV. Friable Asbestos Material: Material that contains more than 1.0% asbestos by weight and that can be crumbled, pulverized, or reduced to powder by hand pressure when dry.
- WW. Glovebag: A sack (typically constructed of 6 mil transparent polyethylene or polyvinylchloride plastic) with inward projecting long sleeve gloves, one inward projecting sleeve, an internal tool pouch, and an attached, labeled receptacle for asbestos waste. These glovebags are designed to enclose an object from which an asbestos-containing material is to be removed.
- XX. Glovebag Technique: A method with applications for removing small amounts of friable asbestos-containing material from HVAC ducts, short pipe runs, valves, joints, elbows, and other non-planer surfaces in a non-contained work area. The glovebag is constructed and installed in such a manner that it surrounds the object or area to be decontaminated and contains all asbestos fibers released during the removal process. All workers who are permitted to use the glovebag technique must be highly trained, experienced, and skilled in this method.
- YY. Holding Area: A chamber in the equipment decontamination enclosure located between the washroom and an uncontaminated area. The holding area comprises an airlock.
- ZZ. HEPA Filter: A High Efficiency Particulate Air (HEPA) filter capable of trapping and retaining 99.97% of asbestos fibers greater than 0.3 microns in diameter or larger.
- AAA. HEPA Filter Vacuum Collection Equipment (or vacuum cleaner): High efficiency particulate air filtered vacuum collection equipment with a filter system capable of collecting and retaining asbestos fibers. Filters should be of 99.97% efficiency for retaining fibers of 0.3 microns or larger.
- BBB. High-efficiency particulate air filter: (HEPA) refers to a filtering system capable of trapping and retaining 99.97 percent of all monodispersed particles 0.3 mm in diameter or larger.
- CCC. Log Book: A notebook or other book containing essential project data and daily project information and a daily project diary. This book shall be kept up to date and on the project site at all times.
- DDD. Movable Object: A unit of equipment or furniture in the work area which can be removed from the work area.
- EEE. Negative Pressure Respirator: A respirator in which the air pressure inside the respiratory-inlet covering is positive during exhalation in relation to the air pressure of the outside atmosphere and negative during inhalation in relation to the air pressure of the outside atmosphere.
- FFF. Negative Pressure Ventilation System: A pressure differential and ventilation system.
- GGG. Personal Monitoring: Sampling of the asbestos fiber concentrations within the breathing zone of an employee.

- HHH. Plant: The tools, machinery, structures, equipment, etc. necessary to perform a mechanical operation, process, or to carry out a business.
- III. Plasticize: To cover floors and walls with plastic sheeting as herein specified.
- JJJ. Pressure Differential and Ventilation System: A local exhaust system, utilizing HEPA filtration capable of maintaining a pressure differential with the inside of the Work Area at a lower pressure than any adjacent area, and which cleans recirculated air or generates a constant air flow from adjacent areas into the Work Area.
- KKK. Protection Factor: The ratio of the ambient concentration of an airborne substance to the concentration of the substance inside the respirator at the breathing zone of the wearer. The protection factor is a measure of the degree of protection provided by a respirator to the wearer.
- LLL. Removal: All herein specified procedures necessary to remove asbestos-containing materials from the designated areas in an appropriate manner and to dispose of these materials at an acceptable site.
- MMM. Repair: Returning damaged ACM to an undamaged condition or to an intact state so as to prevent fiber release.
- NNN. Respirator: A device designed to protect the wearer from the inhalation of harmful atmospheres.
- OOO. Shower Room: A room between the clean room and the equipment room in the worker decontamination enclosure with hot and cold running water and suitable arranged for complete showering during decontamination.
- PPP. Surfactant: A chemical wetting agent added to water to improve penetration, thus reducing the quantity of water required for a given operation or area.
- QQQ. Time Weighted Average (TWA): The average concentration of a contaminant in air during a specific time period.
- RRR. Visible Emissions: Any emissions containing particulate asbestos material that are visually detectable without the aid of instruments. This does not include condensed uncombined water vapor.
- SSS. Washroom: A room between the work area and the holding area in the equipment decontamination enclosure system. The washroom comprises an airlock.
- TTT. 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 or diluted removal encapsulant and afterwards thoroughly decontaminated or disposed of as asbestos-contaminated waste.
- UUU. Wiping: Final cleanup stage performed after gross asbestos removal where all surfaces are wet cleaned.
- VVV. Work Area: The area where asbestos-related work or removal operations are performed which is defined and/or isolated to prevent the spread of asbestos dust, fibers or debris, and entry by unauthorized personnel. Work area is a Regulated Area as defined by 29 CFR 1926.1101.

WWW. Worker Decontamination Enclosure System: That portion of a decontamination enclosure system designed for controlled passage of workers, and other personnel and authorized visitors, typically consisting of a clean room, a shower room, and an equipment room separated by air locks.

1.5 SPECIFICATION FORMAT AND CONTENT EXPLANATION

- A. This Article is provided to help the user of these Specifications understand the format, language, implied requirements, and similar conventions.
- B. None of the explanations shall be interpreted to modify the substance of Contract requirements.
- C. Specification Format:
1. These Specifications are organized into Divisions, Sections or Trade Headings based on the Construction Specifications Institute's 16-Division format and the MASTERFORMAT numbering system.
 2. This organization conforms generally to recognized construction industry practice.
- D. Specification Content:
1. This Specification has been produced employing conventions in the use of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances.
 2. These conventions are explained as follows:
 3. Language used in the Specifications and other Contract Documents is the abbreviated type. Implied words and meanings will be appropriately interpreted. Singular words will be interpreted as plural and plural words interpreted as singular where applicable and where the full context of the Contract Documents so indicates.
 4. Imperative Language is used generally in the Specifications. Requirements expressed imperative are to be performed by the Contractor. At certain locations in the text, for clarity, subjective language is used to describe responsibilities which must be fulfilled indirectly by the Contractor, or by others when so noted.
- E. Assignment of Specialists:
1. The Specification requires that certain specific construction activities shall be performed by specialists who are recognized experts in the operations to be performed.
 2. The specialists must be engaged for those activities, and the assignments are requirements over which the Contractor has no choice or option.
 3. The ultimate responsibility for fulfilling Contract requirements remains with the Contractor.

4. This requirement should not be interpreted to conflict with enforcement of building codes or regulations governing the work. It is also not intended to interfere with local trade union jurisdictional settlements and similar conventions.
5. Trades: Use of titles such as "carpentry" is not intended to imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.

1.6 DRAWING SYMBOLS

- A. Graphic symbols used on the Drawings are those recognized in the construction industry for purposes indicated. Where not otherwise noted, symbols are defined by "Architectural Graphic Standards", published by John Wiley & Sons, Inc., seventh edition.
- B. Graphic symbols used on mechanical and electrical Drawings are generally aligned with symbols recommended by ASHRAE. Where appropriate, they are supplemented by more specific symbols recommended by technical associations including ASME, ASPE, IEEE and similar organizations. Refer instances of uncertainty to the Owner's Representative for clarification before proceeding.

1.7 INDUSTRY STANDARDS

- A. Applicability of Standards:
 1. Except where Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into Contract Documents.
 2. Such standards are made a part of the Contract Documents by reference.
 3. Individual Sections indicate which codes and standards the Contractor must keep available at the Project Site for reference.
- B. Referenced industry standards: take precedence over standards that are not referenced but recognized in the construction industry as applicable.
- C. Unreferenced industry standards: are not directly applicable to the work, except as a general requirement of whether the work complies with recognized construction industry standards.
- D. Publication Dates: Where compliance with an industry standard is required, comply with standard in effect as of date of Contract Documents.
- E. Updated Standards: At the request of the Owner's Representative, Contractor or authority having jurisdiction, submit a Change Order proposal where applicable code or standard has been revised and reissued after the date of the Contract Documents and before performance of Work affected. The Owner's Representative will decide whether to issue a Change Order to proceed with the updated standard.
- F. Conflicting Requirements:

1. Where compliance with two or more standards is specified, and they establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced, unless the Contract Documents indicate otherwise.
 2. Refer requirements that are different, but apparently equal, and uncertainties as to which quality level is more stringent to the Owner's Representative for a decision before proceeding.
- G. Minimum Quantities or Quality Levels:
1. In every instance the quantity or quality level shown or specified shall be the minimum to be provided or performed.
 2. The actual installation may comply exactly, within specified tolerances, with the minimum quantity or quality specified, or it may exceed that minimum within reasonable limits.
 3. In complying with these requirements, indicated numeric values are minimum or maximum values, as noted, or appropriate for the context of the requirements.
 4. Refer instances of uncertainty to the Owner's Representative for decision before proceeding.
- H. Copies of Standards: Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to that entities' construction activity. Copies of applicable standards are not bound with the Contract Documents.
1. Where copies of standards are needed for performance of a required construction activity, the Contractor shall obtain copies directly from the publication source.
 2. Although copies of standards needed for enforcement of requirements may be part of required submittals, the Owner's Representative reserves the right to require the Contractor to submit additional copies as necessary for enforcement of requirements.
- I. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. The following acronyms or abbreviations as referenced in Contract Documents are defined to mean the associated names. Names and addresses are subject to change, and are believed to be, but are not assured to be, accurate and up-to-date as of date of Contract Documents:
- AIHA
American Industrial Hygiene Association
Wolf Ledges Parkway
Akron, OH 44311
- AIA
American Institute of Architects
New York Ave. NW
Washington, DC 20006
- ANSI
American National Standards Institute

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1430 Broadway
New York, NY 10018

ASHRAE
American Society for Heating, Refrigerating, and Air Conditioning Engineers
Tullie Circle NE
Atlanta, GA 30329

ASME
American Society of Mechanical Engineers
East 47th Street
New York, NY 10017

ASPE
American Society of Plumbing Engineers
Thousand Oaks Boulevard, Suite 210
Westlake, CA 91362

ASTM
American Society for Testing and Materials
Race St.
Philadelphia, PA 19103

AWCI
Association of the Wall and Ceiling Industries-International
K Street, NW
Washington, DC 20002

CFR
Code of Federal Regulations
Available from Government Printing Office;
Washington, DC 20402
(usually first published in Federal Register)

CGA
Compressed Gas Association
Jefferson Davis Highway
Arlington, VA 22202

CS
Commercial Standard of NBS
(Dept. of Commerce)
Government Printing Office
Washington, DC 20402

DOT

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Department of Transportation
Seventh St., SW
Washington, DC 20590

EPA
Environmental Protection Agency
M St., SW
Washington, DC 20460

FS
Federal Specification (General Services Admin.)
Obtain from your Regional GSA Office, or purchase from GSA Specifications Unit
(WFSIS)
7th and D Streets, S.W.
Washington, DC 20406
or 2140

GA
Gypsum Association
Orrington Ave.
Evanston; IL 60201

GSA
General Services Administration
F St. and 18th St., NW
Washington, DC 20405

IEEE
Institute of Electrical and Electronic Engineers
E. 47th Street
New York, NY 10017

MIL
Military Standardization Documents
Dept. of Defense)
Naval Publications and Forms Center
Tabor Ave.
Philadelphia, PA 19120

NBS
National Bureau of Standards
Dept. of Commerce)
Gaithersburg, MD 20234

NEC
National Electrical Code (by NFPA)

NFPA

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National Fire Protection Association
Batterymarch Park
Quincy, MA 02269

NRCA
National Roofing Contractors Association
River Road
Rosemont, IL 60018

OSHA
Occupational Safety & Health Administration
(Dept. of Labor)
Government Printing Office
Washington, DC 20402

PS
Product Standard of NBS
(Dept. of Commerce)
Government Printing Office
Washington, DC 20402

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

UL
Underwriters Laboratories
Pfungsten Rd.
Northbrook, IL 60062

1.8 Trade Union Jurisdictions:

- A. The Contractor shall maintain, and require subcontractors to maintain, complete current information on jurisdictional matters, regulations and pending actions, as applicable to construction activities.
- B. The manner in which Contract Documents have been organized and subdivided is not intended to indicate of trade union or jurisdictional agreements.
- C. Discuss new developments at project meetings at the earliest feasible dates. Record relevant information and actions agreed upon.
- D. Assign and subcontract construction activities, and employ tradesmen and laborers in a manner that will not unduly risk jurisdictional disputes that could result in conflicts, delays, claims and losses.

1.9 SUBMITTALS:

- A. **Permits, Licenses and Certificates:** For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the work.

END OF SECTION - 01091

SECTION 01301 - SUBMITTALS (ASBESTOS)

PART 1 - GENERAL

The term Owner's Representative and Consultant are one in the same and may be used interchangeably in these documents.

1.1 RELATED DOCUMENTS

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

1.2 GENERAL

- A. Make submittals required by the Contract Documents and revise and resubmit as necessary to establish compliance with the specified requirements.
- B. The Contractor may require his subcontractors to provide drawings, setting diagrams, and similar information to help coordinate the Work, but such data shall remain between the Contractor and his subcontractors and will not be reviewed by the Consultant.

1.3 SUMMARY

- A. This Section specifies administrative and procedural requirements for submittals required for performance of the Work, including:
 - 1. Contractor's construction schedule.
 - 2. Submittal schedule.
 - 3. Daily construction reports.
 - 4. Shop Drawings.
 - 5. Product Data.
 - 6. Samples.
 - 7. Miscellaneous Submittals
- B. Administrative Submittals: Refer to other Division-1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:
 - 1. Permits
 - 2. Applications for payment
 - 3. Performance and payment bonds
 - 4. Insurance certificates
 - 5. List of Subcontractors
- C. The Schedule of Values submittal is included in Section "Applications for Payment."

1.4 SUBMITTAL PROCEDURES

A. Coordination:

1. Prior to each submittal, carefully review and coordinate all aspects of each item being submitted.
2. Verify that each item and the submittal for it conform in all respects with the specified requirements. By affixing the Contractor's signature to each submittal, certify that this coordination has been performed.
3. Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
4. The Owner's Representative reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

B. Processing:

1. Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for resubmittals.
2. Allow two weeks for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Owner's Representative will promptly advise the Contractor when a submittal being processed must be delayed for coordination.
3. If an intermediate submittal is necessary, process the same as the initial submittal.
4. Allow two weeks for reprocessing each submittal.
5. No extension of Contract Time will be authorized because of failure to transmit submittals to the Owner's Representative sufficiently in advance of the work to permit processing.

C. Submittal Preparation:

1. Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
2. Provide a space approximately 4" x 5" on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.
3. Include the following information on the label for processing and recording action taken:
 - a) Project name.
 - b) Date.
 - c) Name and address of Owner's Representative.
 - d) Name and address of Contractor.
 - e) Name and address of subcontractor.
 - f) Name and address of supplier.

- g) Name of manufacturer.
- h) Number and title of appropriate Specification Section.
- i) Drawing number and detail references, as appropriate.

D. Submittal Transmittal:

1. Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Owner's Representative using a transmittal form. Submittals received from sources other than the Contractor will be returned without action.
2. On the transmittal record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.

E. Transmittal Form:

1. Use AIA Document G 810.
2. Substitutions:
 - a) The Contract is based on the standards of quality established in the Contract Documents. Substitutions will be considered only when listed at the time of bidding, on the form provided therefore in the bidding documents, and when substantiated by Contractor's submittal of required data within 5 calendar day after award of the Contract.
 - b) The following products do not require further approval except for interface with the Work:
 - (i) Products specified by reference to standard specifications such as ASTM and similar standards.
 - (ii) Products specified by manufacturer's name and catalog number.
 - c) Do not substitute materials, equipment, or methods unless such substitution has been specifically approved in writing for this Work by the Consultant.
 - d) Or Equal. Where the phrase "or equal", or "or equal as approved by the Consultant", occurs in the Contract Documents, do not assume that the materials, equipment, or methods will be approved as equal unless the item has been specifically so approved for this Work by the Consultant.

1.5 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Schedule:

1. Provide proposed detailed schedule including work dates, work shift time, number of employees, dates of start and completion including dates of preparation work, removals and final inspection dates.

2. Coordinate the Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests and other schedules.

B. Work Stages:

1. Indicate important stages of construction for each major portion of the work, including testing and installation.
2. Include indication of start and finish times for the following:
 - a) Non-asbestos demolition.
 - b) Preparation of the Work Area.
 - c) Asbestos removal.
 - d) Clearance testing.
 - e) Substantial Completion.

C. Cost Correlation:

1. At the head of the schedule, provide a two item cost correlation line, indicating "precalculated" and "actual" costs. On the line show dollar-volume of work performed as of the dates used for preparation of payment requests.

D. Distribution:

1. Following response to the initial submittal, print and distribute copies to the Owner's Representative, Owner, subcontractors, and other parties required to comply with scheduled dates.
2. Post copies in the Project Administrator's field office, project meeting room and temporary field office.

1.6 SUBMITTAL SCHEDULE

A. Listing:

1. At the end of this section is a listing of the principal submittals required for the work. This listing is not necessarily complete, nor does the listing reflect the significance of each submittal requirement. The listing is included only for the convenience of users of the Contract Documents.
2. After review and action on the Contractor's construction schedule, prepare a complete schedule of submittals. Submit the schedule of submittals within 10 days of the date required for establishment of the Contractor's construction schedule.
3. Coordinate submittal schedule with the list of subcontracts, schedule of values and the list of products as well as the Contractor's construction schedule.
4. Prepare the submittal schedule in chronological order; include submittals required before start of construction. Provide the following information:
 - a) Scheduled date for the first submittal.

- b) Related Section number.
- c) Submittal category.
- d) Name of subcontractor.
- e) Description of the part of the work covered.
- f) Scheduled date for resubmittal.
- g) Scheduled date the Owner's Representative's final release or approval.

B. Distribution:

1. Following response to initial submittal, print and distribute copies to the Owner's Representative, Owner, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the project meeting room and field office.
2. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the work and are no longer involved in construction activities.

C. Schedule Updating:

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

1.7 SHOP DRAWINGS

- A. Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not considered Shop Drawings.
- B. Shop Drawings include fabrication and installation drawings, schedules, and similar drawings. Include the following information:
 1. Dimensions.
 2. Identification of products and materials included.
 3. Compliance with specified standards.
 4. Notation of coordination requirements.
 5. Notation of dimensions established by field measurement.
- C. Sheet Size: Submit Shop Drawings on sheets at least 8-1/2" x 11" but no larger than 36" x 48".
- D. Initial Submittal: Submit one correctable translucent reproducible print and one blue- or black-line print for the Owner's Representative's review; the reproducible print will be returned.
- E. Final Submittal: Submit 3 blue- or black-line prints; 2 prints will be retained; the remainder will be returned.
 1. One of the prints returned shall be marked-up and maintained as a "Record Document".

2. Do not use Shop Drawings without an appropriate final stamp indicating action taken in connection with construction.
3. Coordination drawings are a special type of Shop Drawing that show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or function as intended.
4. Preparation of coordination Drawings is specified in section "Project Coordination" and may include components previously shown in detail on Shop Drawings or Product Data.
5. Submit coordination Drawings for integration of different construction elements. Show sequences and relationships of separate components to avoid conflicts in use of space.

1.8 PRODUCT DATA

- A. Collect Product Data into a single submittal.
 1. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, standard wiring diagrams and performance curves.
 2. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings."
 3. Mark each copy to show applicable choices and options.
 4. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:
 - a) Manufacturer's printed recommendations.
 - b) Compliance with recognized trade association standards.
 - c) Compliance with recognized testing agency standards.
 - d) Application of testing agency labels and seals.
 - e) Notation of dimensions verified by field measurement.
 - f) Notation of coordination requirements.
 5. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
- B. Preliminary Submittal: Submit a preliminary single-copy of Product Data where selection of options is required.
- C. Submittals:
 1. Submit 3 copies of each required submittal.
 2. The Owner's Representative will retain two, and will return the one marked with action taken and corrections or modifications required.
 3. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.

D. Distribution:

1. Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities.
2. Show distribution on transmittal forms.
3. Do not proceed with installation until a final submittal is in the installer's possession.
4. Do not permit use of unmarked copies of Product Data in connection with construction.

1.9 SAMPLES

1. Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials.
 - a) Generic description of the Sample.
 - b) Sample source.
 - c) Product name or name of manufacturer.
 - d) Compliance with recognized standards.
 - e) Availability and delivery time.
2. Submit Samples for review of kind, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
3. Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation and similar construction characteristics.
4. Field Samples specified in individual Sections are special types of Samples. Field Samples are full-size examples erected on site to illustrate finishes, coatings, or finish materials and to establish the standard by which the Work will be judged.
5. Comply with submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.

1.10 MISCELLANEOUS SUBMITTALS:

A. Material Safety Data Sheets:

1. Process material safety and data sheets as "product data." MSDS's shall be submitted to OEHS before any work commences.

B. Standards:

1. Where submittal of a copy of standards is indicated, and except where copies of standards are specified as an integral part of a "Product Data" submittal, submit a single copy of standards for the Owner's Representative's use. Where

workmanship, whether at the project site or elsewhere is governed by a standard, furnish additional copies of the standard to fabricators, installers and others involved in the performance of the work.

C. Closeout Submittals:

1. Refer to section "Project Closeout" and to individual sections of these specifications for specific submittal requirements of project closeout information.

D. Record Documents:

1. Furnish set of original documents as maintained on the project site.
2. Provide 2 photographic copies of marked-up drawings along with original marked-up record drawings, which, at the Contractor's option, may be reduced to not less than half size.

1.11 OWNER'S REPRESENTATIVE'S ACTION

- A. Except for submittals for record, information or similar purposes, where action and return is required or requested, the Owner's Representative will review each submittal, mark to indicate action taken, and return promptly.
1. Review by the Consultant does not relieve the Contractor from responsibility for errors which may exist in the submitted data. Compliance with specified characteristics is the Contractor's responsibility.
 2. If the Contractor considers any required revision to be a change, he shall so notify the Consultant.

1.12 REIMBURSEMENT OF ENGINEER'S COSTS.

- A. In the event substitutions are proposed to the Consultant after the Contract has been awarded, the Consultant will record all time and expenses incurred in the evaluation of each such proposed substitution.
- B. Whether or not the Consultant approves a proposed substitution, the Contractor promptly upon receipt of the Consultant's billing shall reimburse the Consultant at the rate of 2-1/2 times the direct cost to the Consultant for all time and expenses spent evaluating the proposed substitutions.

1.13 IDENTIFICATION OF SUBMITTALS

- A. Consecutively number all submittals.
1. When material is resubmitted for any reason, transmit under a new letter of transmittal and with a new transmittal number.
 2. On resubmittals, cite the original submittal number for reference.
- B. Accompany each submittal with a letter of transmittal showing all information required for identification and checking.

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- C. On at least the first page of each submittal, and elsewhere as required for positive identification, show the submittal number in which the item was included.
- D. Maintain an accurate submittal log for the duration of the Work, showing current status of all submittals at all times. Make the submittal log available to the Consultant for review upon request.

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION (Not Applicable).

END OF SECTION 01301

SUBMITTAL CHECKLIST

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

01013 Summary of Work - Asbestos Abatement/Demolition

Before Start of Work:
Plan of Action
Pre-construction Inspection

01043 Project Coordination - Asbestos Abatement/Demolition

Before Start of Work:
Contingency Plans
Telephone Numbers
Notifications sent to other entities at the work site.
Notifications sent to emergency service agencies.
Resume: of general superintendent.
Accreditation: of accreditation of general superintendent
Staff Names:

Periodically During Work:
Daily Logs
Event Reports
Accident Reports
Discovered Condition Reports

01091 Definitions and Standards - Asbestos Abatement/Demolition

Before Start of Work:
None

Periodically During Work:
None

01092 Codes, Regulations, and Standards - Asbestos Abatement/Demolition

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Before Start of Work:
State Regulations
Local Regulations
Licenses
Notifications
Permits

Periodically During Work:
None

01301 Submittals

Before Start of Work:
Contractors Construction Schedule
Submittal Schedule

Periodically During Work:
Progress photographs
Record Documents

01503 Temporary Facilities - Asbestos Abatement/Demolition

Before Start of Work:
Scaffolding
Hot water heater
Decontamination Unit Sub-panel
Ground Fault Circuit Interrupters (GFCI)
Lamps and Light Fixtures
Temporary Heating Units
Temporary Cooling Units
Self-Contained Toilet Units: Product Data, Sub-contractor
First Aid Supplies
Fire Extinguishers: product data, location schedule

Periodically During Work:
None

01513 Temporary Pressure Differential & Air Circulation System

Before Start of Work:
Pressure Differential System Design
HEPA Filtered Fan Units: Product data
Monitoring Equipment: Product data
Auxiliary Generator: Product data
Power Switch: Product data
Auxiliary Power System: Shop Drawing

Periodically During Work:
Pressure Differential Monitoring Results

01526 Temporary Enclosures

Before Start of Work:
Strippable Coatings: Product data
Strippable Coatings: Test report on ASTM E84 test

Strippable Coatings: Manufacturer's installation instructions. Strippable Coatings:
Material Safety Data Sheet
Spray Cement: Product data
Spray Cement: Manufacturer's installation instructions
Spray Cement: Material Safety Data Sheet
Sheet Plastic: Test reports on NFPA 701 test
Signs: Samples

Periodically During Work:
Inspection report prior to applying strippable coating
Photograph of existing damage prior to applying coatings
Test Patches of strippable coating

01527 Regulated Areas

Before Start of Work:
HEPA Filtered Vacuum Cleaners: product data
Signs: samples
Warning Tape: samples

Periodically During Work:
None

01560 Worker Protection

Before Start of Work:
AHERA Accreditation: for each worker
State and Local License: for each worker
Historic Airborne Fiber Data
Certificate Worker Acknowledgment: for each worker
Training Program: course outline
Report from Medical Examination: of each worker
Notarized Certifications
Biological Monitoring Examination: of each worker

Periodically During Work:
None

01562 Respiratory Protection

Before Start of Work:
Product Data
NIOSH and MSHA Certifications
Type "C": System Diagram
Type "C": Operating Instruction
Respiratory Protection Program: written manual
Respiratory Protection Program: form at end of section
Historic Airborne Fiber Data
Resume information

Periodically During Work:
None

01563 Decontamination Units

Before Start of Work:

Personnel Decontamination Unit: shop drawing
Equipment Decontamination Unit: shop drawing
Shower Pan: shop drawing
Shower Walls: product data
Shower Head and Controls: product data
Filters: product data
Filters: shop drawing
Hose Bib: product data
Wash Station Shower Stall: product data
Wash Station Shower Stall: shop drawing
Elastomeric membrane: product data
Lumber: product data on fire resistance treatment
Sump Pump: product data
Signs: samples

Periodically During Work:

None

01601 Materials and Equipment - Asbestos Abatement/Demolition

Before Start of Work:

Product List Schedule

Periodically During Work:

None

01632 Product Substitutions - Asbestos Abatement/Demolition

Before Start of Work:

Refer to section

Periodically During Work:

Refer to section

01701 Project Closeout - Asbestos Abatement/Demolition

Before Start of Work:

None

Periodically During Work:

Refer to section

01711 Project Decontamination

Before Start of Work:

None

Periodically During Work:

Fire Test on Lock Back Encapsulants used

01714 Work Area Clearance

None

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02084 Disposal of Asbestos-Containing Waste Material

Before Start of Work:

- Waste Hauler State License
- Waste Hauler Local License
- Name and address of landfill
- Landfill contact person and telephone number
- Name and address of processor
- Processor contact person and telephone number
- Product data on process to be used
- EPA letter on process as a NESHAPS alternative
- Process parameters or operating conditions
- Chain of Custody form
- Waste Manifest Form
- Disposal Bag: samples
- Label Samples.

Periodically During Work:

On a weekly basis: copies of manifests and disposal site receipts.

END OF SUBMITTAL CHECKLIST

SECTION 01410 - AIR MONITORING - TEST LABORATORY SERVICES (ASBESTOS)**PART 1 - GENERAL****1.1 RELATED DOCUMENTS:**

- A. Air Monitoring: during work area clearance is described in Section 01714 Work Area Clearance.

1.2 DESCRIPTION OF THE WORK**A. Not in Contract Sum:**

1. This section describes work being performed by the Owner. This work is not in the Contract Sum.
2. This section describes air monitoring carried out by the owner to verify that the building beyond the work area and the outside environment remains uncontaminated.
3. This section also sets forth airborne fiber levels both inside and outside the work area as action levels, and describes the action required by the Contractor if an action level is met or exceeded.
4. Air monitoring required by OSHA is work of the Contractor and is not covered in this section.

1.3 AIR MONITORING:**A. Work Area Isolation:**

1. The purpose of the Owner's air monitoring is to detect faults in the work area isolation such as:
 - a) Contamination of the building outside of the work area with airborne asbestos fibers,
 - b) Failure of filtration or rupture in the differential pressure system,
 - c) Contamination of air outside the building envelop airborne asbestos fibers.
2. Should any of the above occur immediately cease asbestos abatement activities until the fault is corrected. Do not recommence work until authorized by the Owner's Representative.

- B. **Work Area Airborne Fiber Count:** The Owner will monitor airborne fiber counts in the Work Area. The purpose of this air monitoring will be to detect airborne asbestos concentrations which may challenge the ability of the Work Area isolation procedures to protect the balance of the building or outside of the building from contamination by airborne fibers.

C. Work area clearance:

1. To determine if the elevated airborne fiber counts encountered during abatement operations have been reduced to an acceptable level, the Owner will sample and analyze air per Section 01714 Work Area Clearance.
2. The Owner will be conducting air monitoring throughout the course of the project.

1.4 STOP ACTION LEVELS:

A. Inside Work Area:

1. Maintain an average airborne count in the Work Area of less than 0.5 fibers per cubic centimeter.
 - a) If the fiber counts rise above this figure for any sample taken, revise work procedures to lower fiber counts.
 - b) If the Time Weighted Average (TWA) fiber count for any work shift or 8 hour period exceeds 0.5 fibers per cubic centimeter, stop all work, leave Pressure Differential System in operation and notify Owner's Representative.
 - c) After correcting cause of high fiber levels, do not recommence work for 24 hours unless otherwise authorized, in writing, by Owner's Representative.
2. If airborne fiber counts exceed 2.0 fibers per cubic centimeter for any period of time cease all work except corrective action until fiber counts fall below 0.5 fibers per cubic centimeter and notify Owner's Representative. After correcting cause of high fiber levels, do not recommence work for 24 hours unless otherwise authorized, in writing, by Owner's Representative.

B. Outside Work Area:

1. If any air sample taken outside of the Work Area exceeds 0.01 fibers/cc, immediately and automatically stop all work except corrective action. The Owner's Representative will determine the source of the high reading and so notify the Contractor in writing.
2. If the high reading occurs, initiate the following actions:
 - a) Decontaminate the affected area in accordance with Section 01711 Cleaning & Decontamination Procedures.
 - b) Require that respiratory protection as set forth in Section 01562 Respiratory Protection be worn in affected area until area is cleared for reoccupancy in accordance with Section 01714 Work Area Clearance.

C. Effect on Contract Sum:

1. Complete corrective work with no change in the Contract Sum if high airborne fiber counts were caused by Contractor's activities.
2. The Contractor will be responsible for all PCM and TEM samples collected in response to all fiber counts outside the work area.
3. TEM samples will be collected to clear outside areas affected by high fiber counts. All TEM samples collected due to high fiber counts will be paid for by the abatement contractor.

D. Fibers Counted:

1. The following procedure will be used to resolve any disputes regarding fiber types when a project has been stopped due to excessive airborne fiber counts.

E. Large Fibers:

1. "Airborne Fibers" referred to above include all fibers regardless of composition as counted by phase contrast microscopy (PCM), unless additional analysis by

transmission or scanning electron microscopy demonstrates to the satisfaction of the Owner's Representative that non-asbestos fibers are being counted.

2. "Airborne Fibers" counted in samples analyzed by scanning or transmission electron microscopy shall be asbestos fibers, greater than 5 microns in length and greater than 0.25 microns in diameter.
3. For purposes of stop action levels, subsequent to analysis by electron microscopy, the number of "Airborne Fibers" shall be determined by multiplying the number of fibers, regardless of composition, counted by PCM by a number equal to asbestos fibers counted divided by all fibers counted in the electron microscopy analysis.

- F. Small Structures: "Airborne Fibers" referred to above include asbestos structures (fibers, bundles, clusters or matrices) of any diameter and any length greater than 0.5 microns.

1.5 ANALYTICAL METHODS:

- A. The following methods will be used by the Owner in analyzing filters used to collect air samples.
1. Phase Contrast Microscopy (PCM) will be performed using the NIOSH 7400 method. This analysis will be carried out at the job site.
 2. Transmission Electron Microscopy will be performed using the analysis method set forth in the AHERA regulation 40 CFR Part 763 Appendix A.

1.6 SAMPLE VOLUMES:

- A. General:
1. The number and volume of air samples taken by the Owner will be in accordance with the following schedule. Sample volumes given may vary depending upon the analytical method used.
 2. Additional samples may be taken at Owner's or Owner's Representatives discretion. If airborne fiber counts exceed allowed limits additional samples will be taken as necessary to monitor fiber levels.

1.7 LABORATORY TESTING:

- A. The services of a testing laboratory will be employed by the Owner to perform phase contrast microscopy laboratory analyses of the air samples. A microscope and technician will be setup at the job site, so that verbal reports on air samples can be obtained immediately. The Contractor will have access to all air monitoring tests and results.

1.8 ADDITIONAL TESTING:

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

1.9 PERSONAL MONITORING:

- A. Owner will not be performing air monitoring to meet Contractor's OSHA requirements for personnel sampling or any other purpose.

END OF SECTION - 01410

SECTION 01503 - TEMPORARY FACILITIES (ASBESTOS)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 DESCRIPTION OF REQUIREMENTS:

- A. General: Provide temporary connection to existing building utilities or provide temporary facilities as required herein or as necessary to carry out the work.

1.3 SUBMITTALS

- A. Before the Start of Work: Submit the following to the Owner's Representative for review. Begin no work until these submittals are returned with Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use or final-but-restricted use.
- B. Scaffolding: submit list of rolling and fixed scaffolding intended for use on the project. Submit sufficient detail to indicate compliance with applicable worker safety regulations or other requirements.
- C. Hot water heater: Submit manufacturers name, model number, size in gallons, heating capacity, power requirements.
- D. Decontamination Unit Sub-panel: Submit product data.
- E. Ground Fault Circuit Interrupters (GFCI): Submit product data.
- F. Lamps and Light Fixtures: Submit product data.
- G. Self-Contained Toilet Units: Provide product data and name of sub-contractor to be used for servicing self-contained toilets. Submit method to use for servicing. A minimum of one self-contained Toilet Unit shall be provided for every 15 workers. Units shall be serviced at least once a week, more often if required because of use or odor.
- H. First Aid Supplies: Provide list of contents of first aid kit. Submit in form of check list.
- I. Fire Extinguishers: Provide product data. Submit schedule indicating location at job site.

PART 2 - PRODUCTS

2.1 MATERIALS AND EQUIPMENT:

- A. General: Provide new or used materials and equipment that are undamaged and in serviceable condition. Provide only materials and equipment that are recognized as being suitable for the intended use, by compliance with appropriate standards.

2.2 SCAFFOLDING:

- A. Provide all scaffolding, ladders and/or staging, etc. as necessary to accomplish the work of this contract. Scaffolding may be of suspension type or standing type such as metal tube and coupler, tubular welded frame, pole or outrigger type or cantilever type. The type, erection and use of all scaffolding shall comply with all applicable OSHA provisions.
1. Equip rungs of all metal ladders, etc. with an abrasive non-slip surface.
 2. Provide a nonskid surface on all scaffold surfaces subject to foot traffic.
- B. The Contractor shall adhere to all OSHA regulations and standards with regard to ladders, scaffolds, and work platforms. He shall also follow proper decontamination procedures when removing said devices from the work area.

2.3 WATER SERVICE:

- A. Temporary Water Service Connection: All connections to the Owner's water system shall include backflow protection. Valves shall be temperature and pressure rated for operation of the temperatures and pressures encountered. After completion of use, connections and fittings shall be removed without damage or alteration to existing water piping and equipment. Leaking or dripping valves shall be piped to the nearest *active* drain or located over an existing *active* sink or grade where water will not damage existing finishes or equipment.
- B. Water Hoses: Employ heavy-duty abrasion-resistant hoses with a pressure rating greater than the maximum pressure of the water distribution system to provide water into each work area and to each Decontamination Unit. Provide fittings as required to allow for connection to existing wall hydrants or spouts, as well as temporary water heating equipment, branch piping, showers, shut-off nozzles and equipment.
- C. Hot Water Heater: Provide UL rated 40 gallon electric hot water heater to supply hot water for the Decontamination Unit shower. Activate from 30 amp circuit breaker located within the Decontamination Unit subpanel. Provide with relief valve compatible with water heater operation; pipe relief valve down to drip pan on floor with type L copper. Drip pans shall consist of a 12" X 12" X 6" deep pan, made of 19 gauge galvanized steel, with handles. A 3-quart kitchen saucepan may be substituted for this purpose. Drip pan shall be securely fastened to the hot water heater with bailing wire or similar material. Wiring of the hot water heater shall be in compliance with NEMA, NECA, and UL standards.

2.4 ELECTRICAL SERVICE:

- A. General: Comply with applicable NEMA, NECA and UL standards and governing regulations for materials and layout of temporary electric service. Due to the extreme conditions present during abatement activities, the Contractor is responsible for assuring work areas are safe from electrical hazards. An adequate Ground Fault Circuit Interrupter (GFCI) system shall be used as required in the National Electrical Code. Contractor must also supply power for Consultant's sampling pumps, fans, and leaf blower using GFCIs.

- B. Temporary Power: Provide service to Decontamination Unit subpanel with minimum 60 amp, 2 pole circuit breaker or fused disconnect connected to the building's main distribution panel. Subpanel and disconnect shall be sized and equipped to accommodate all electrical equipment required for completion of the work.
- C. Voltage Differences: Provide identification warning signs at power outlets which are other than 110-120 volt power. Provide polarized outlets for plug-in type outlets, to prevent insertion of 110-120 volt plugs into higher voltage outlets. Dry type transformers shall be provided where required to provide voltages necessary for work operations.
- D. Ground Fault Protection: Equip all circuits for any purpose entering Work Area with ground fault circuit interrupters (GFCI). Locate GFCI's exterior to Work Area so that all circuits are protected prior to entry to Work Area. Provide circuit breaker type ground fault circuit interrupters (GFCI) equipped with test button and reset switch for all circuits to be used for any purpose in work area, decontamination units, exterior, or as otherwise required by national electrical code, OSHA or other authority. Locate in panel exterior to Work Area.
- E. Electrical Power Cords: Use only grounded extension cords; use "hard-service" cords where exposed to abrasion and traffic. Use single lengths or use waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach areas of work.
- F. Lamps and Light Fixtures: Provide general service incandescent lamps or fluorescent lamps of wattage indicated or required for adequate illumination as required by the work or this section. Protect lamps with guard cages or tempered glass enclosures, where fixtures are exposed to breakage by construction operations. Provide vapor tight fixtures in work area and decontamination units. Provide exterior fixtures where fixtures are exposed to the weather or moisture.

2.5 TEMPORARY HEAT:

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

2.6 FIRST AID:

- A. First Aid Supplies: Comply with governing regulations and recognized recommendations within the construction industry.

2.7 FIRE EXTINGUISHERS:

- A. Fire Extinguishers: Provide Type "A" fire extinguishers for temporary offices and similar spaces where there is minimal danger of electrical or grease-oil-flammable liquid fires. In other locations the following shall apply:
 1. Fire extinguishers, 10A60BC type, will be required in the work areas at a rate of one per 1,000 square feet, or within 75 feet of anywhere in the work area.
 2. The minimum number of fire extinguishers will be one in the contained work area and one in the clean area.

3. Smoke detectors of the battery powered ionization type will be required at a rate of one per 5,000 square feet.
4. The minimum number of smoke detectors will be one in the clean room and one adjacent to each differential pressure machine.
5. Smoking, cooking appliances, heaters, etc. are prohibited in and around the work area, including the clean room.

2.8 REQUIREMENTS:

- A. It shall be the responsibility of the Contractor to fully comply with all federal (including OSHA), state, and local requirements during the course of this project.

PART 3 - EXECUTION

3.1 SCAFFOLDING:

- A. During the erection and/or moving of scaffolding, care must be exercised so that the polyethylene floor covering is not damaged.
- B. Clean as necessary debris from non-slip surfaces.
- C. At the completion of abatement work clean all construction aids within the work area, wrap in one layer of 6 mil polyethylene sheet and seal before removal from the Work Area.

3.2 INSTALLATION, GENERAL:

- A. General: Use qualified tradesmen for installation of temporary services and facilities. Locate temporary services and facilities where they will serve the entire project adequately and result in minimum interference with the performance of the Work.
 1. Require that tradesmen accomplishing this work be licensed as required by local authority for the work performed.
 2. Relocate, modify and extend services and facilities as required during the course of work so as to accommodate the entire work of the project.

3.3 WATER SERVICE:

- A. General: Water connection (without charge) to Owner's existing potable water system is limited to one 3/4" pipe-size connection, and a maximum flow of 10 gpm to cold water supply. Install using vacuum breakers or other backflow preventer as required by local authority. Supply hot and cold water to the Decontamination Unit.
 1. Maintain hose connections and outlet valves in leakproof condition. Where finish work below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize the possibility of water damage. Drain water promptly from pans as it accumulates.

3.4 ELECTRICAL SERVICE:

A. General:

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

B. Lockout:

1. Lockout all existing power to or through the work area as described below. Unless specifically noted otherwise existing power and lighting circuits to the Work Area are not to be used. All power and lighting to the Work Area and Decontamination facilities are to be provided from temporary electrical panel described below.
 - a) Lockout power to Work Area by switching off all breakers serving power or lighting circuits in work area. Label breakers with tape over breaker with notation "DANGER circuit being worked on". Lock panel and have all keys under control of Contractor's Superintendent or Owner's designated Representative.
 - b) Lockout power to circuits running through Work Area wherever possible by switching off all breakers serving these circuits. Label breakers with tape over breaker with notation "DANGER circuit being worked on". Sign and date danger tag. Lock panel and supply keys to Contractor, Owner and Owner's Representative. If circuits cannot be shut down for any reason, label at intervals 4'-0" on center with tags reading, "DANGER live electric circuit. Electrocutation hazard."

C. Temporary Electrical Panel:

1. Provide temporary electrical panel sized and equipped to accommodate all electrical equipment and lighting required by the work.
2. Connect temporary panel to existing building electrical system.
3. Protect with circuit breaker or fused disconnect.
4. Locate temporary panel as directed by Owner or Owner's Representative.

D. Power Distribution System:

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

E. Circuit Protection:

1. Protect each circuit with a ground fault circuit interrupter (GFCI) of proper size located in the temporary panel.
2. Do not use outlet type GFCI devices.

F. Temporary Wiring:

1. In the Work Area shall be type UF non-metallic sheathed cable located overhead and exposed for surveillance.
2. Do not wire temporary lighting with plain, exposed (insulated) electrical conductors.

3. Provide liquid tight enclosures or boxes for wiring devices.

G. Number of Branch Circuits:

1. Provide sufficient branch circuits as required by the work. All branch circuits are to originate at temporary electrical panel. At minimum provide the following:
 - a) One Circuit for each HEPA filtered fan unit
 - b) For power tools and task lighting, provide one temporary 4-gang outlet in the following locations. Provide a separate 110-120 Volt, 20 Amp circuit for each 4-gang outlet (4 outlets per circuit).
 - One outlet in the work area for each 2500 square feet of work area
 - One outlet at each decontamination unit, located in equipment room
 - c) 110-120 volt 20 amp branch circuits with 4-gang outlet for Owner's exclusive use while conducting air sampling during the work as follows:
 - One in each work area
 - One at clean side of each Decontamination Unit.
 - One at each exhaust location for HEPA filtered fan units
 - d) 110-120 volt 20 amp branch circuits with 4-gang outlet for Owner's exclusive use for conducting final air sampling as set forth in Section 01714 Work Area Clearance as follows:
 - Five inside work area
 - Two outside work area in location designated by Owner's Representative

3.5 TEMPORARY LIGHTING:

A. Lockout:

1. Lock out all existing power to lighting circuits in Work Area as described in section 01526 Temporary Enclosures. Unless specifically noted otherwise existing lighting circuits to the Work Area are not to be used. All lighting to the Work Area and Decontamination facilities is to be provided from temporary electrical panel described above.
2. Provide the following or equivalent where natural lighting or existing building lighting does not meet the required light level:
 - a) One 200-watt incandescent lamp per 1000 square feet of floor area, uniformly distributed, for general construction lighting, or equivalent illumination of a similar nature. In corridors and similar traffic areas provide one 100-watt incandescent lamp every 50 feet. In stair ways and at ladder runs, provide one lamp minimum per story, located to illuminate each landing and flight. Provide sufficient temporary lighting to ensure proper workmanship everywhere; by combined use of daylight, general lighting, and portable plug-in task lighting.
3. Provide lighting in areas where work is being performed as required to supply a 100 foot candle minimum light level.
4. Provide lighting in any area being subjected to a visual inspection as required to supply a 100 foot candle minimum light level.
5. Provide lighting in the Decontamination Unit as required to supply a 50 foot candle minimum light level.
6. Number of Lighting Circuits: Provide sufficient lighting circuits as required by the work. All lighting circuits are to originate at temporary electrical panel.
7. Circuit Protection: Protect each circuit with a ground fault circuit interrupter (GFCI) of proper size located in the temporary panel.

3.6 TEMPORARY HEAT:

A. General:

1. Provide temporary heat where indicated or needed for performance of the Work.
2. Maintain a minimum temperature of 70 degrees F. where finished work has been installed.
3. Maintain a minimum temperature of 75 degrees F. in the shower of the decontamination unit.
4. Maintain a minimum temperature of 70 degrees F. in the Work Area at all times that work is going on. At all other times and at completion of removal work, but before start of reconstruction work, maintain a minimum temperature of 50 degrees F.

3.7 PROJECT ADMINISTRATOR'S FIELD OFFICE:

A. Project Administrator's Field Office:

1. Provide air conditioned, heated office space near the Work Area for professional person, suitably finished, furnished, equipped, locked, heated, naturally ventilated, lighted and wired with electrical power, not less than 250 sq. ft. floor area.
2. Equip office with 1 telephone line and 1 telephone, and not less than 2 duplex convenience power outlets.
3. In addition to 1 desk, 1 four drawer file cabinet and 3 chairs, furnish office with one 36" X 96" plan table, and one 24" X 48" work table near electrical power outlet.
4. Provide portable office or use a suitable room as designated by Owner and relocate or add equipment as required to meet the above requirements.

3.8 SANITARY FACILITIES:

A. Toilets:

1. Use of the Owner's existing toilet facilities, as indicated, will not be permitted

3.9 FIRE EXTINGUISHERS:

A. Fire Extinguishers:

1. Comply with the applicable recommendations of NFPA Standard 10 "Standard for Portable Fire Extinguishers".
2. Locate fire extinguishers where they are most convenient and effective for their intended purpose, but provide not less than one extinguisher in each Work Area in Equipment Room and One outside Work Area in Clean Room.

END OF SECTION - 01503

SECTION 01513 - TEMPORARY PRESSURE DIFFERENTIAL AND AIR CIRCULATION SYSTEM (ASBESTOS)**PART 1 - GENERAL****1.1 RELATED DOCUMENTS:**

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

1.2 MONITORING

- A. Continuously monitor and record the pressure differential between the Work Area and the area outside of the Work Area with a monitoring device incorporating a continuous recorder (e.g. strip chart).

1.3 SUBMITTALS**A. Before Start of Work:**

1. Submit design of pressure differential system to the Owner's Representative for review.
2. Do not begin work until submittal is returned with the Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use.
3. Include in the submittal at a minimum:
 - a) Number of HEPA filtered fan units required and the calculations necessary to determine the number of machines;
 - b) Description of projected air flow within Work Area and methods required to provide adequate air flow in all portions of the work area;
 - c) Anticipated pressure differential across Work Area enclosures;
 - d) Description of methods of testing for correct air flow and pressure differentials;
 - e) Manufacturer's product data on the HEPA filtered fan units to be used;
 - f) Location of the machines in the Work Area;
 - g) Method of supplying adequate power to the machines and designation of building electrical panel(s) which will be supplying the power;
 - h) Description of work practices to insure that airborne fibers travel away from workers;
 - i) Manufacturer's product data on equipment used to monitor pressure differential between inside and outside of Work Area; and
 - j) MSDS's on all substances to be used.

B. On a daily basis:

1. Submit printout from pressure differential monitoring equipment.
2. Mark printout with date and start of time for each day.
3. Use printout paper that indicates elapsed time in intervals no greater than hours. Indicate on each days printout, time of starting and stopping abatement work, type of work in progress, breaks for lunch or other purposes, periods of stop work, and filter changes.
4. Cut printout into segments by day, attach to 8 1/2" by 11" paper.
5. Label with project name, contractors name and date.

1.4 QUALITY ASSURANCE:

- A. Monitor pressure differential at Personnel and Equipment Decontamination Units with a differential pressure meter equipped with a continuous recorder. Meter shall be equipped with a warning buzzer which will sound if pressure differential drops below 0.02" of water.

PART 2 - PRODUCTS

2.1 HEPA FILTERED FAN UNITS:

A. General:

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

B. Cabinet:

1. Constructed of durable materials able to withstand damage from rough handling and transportation. Where necessary, the width of the cabinet should be less than 30 inches to fit through standard-size doorways.
2. Provide units whose cabinets are:
 - a) Factory-sealed to prevent asbestos-containing dust from being released during use, transport, or maintenance;
 - b) Arranged to provide access to and replacement of all air filters from intake end; and
 - c) Mounted on casters or wheels.

C. Fans:

1. Rate capacity of fan according to usable air-moving capacity under actual operating conditions.

D. HEPA Filters:

1. Provide units whose final filter is the HEPA type with the filter media (folded into closely pleated panels) completely sealed on all edges with a structurally rigid frame.
2. Provide units with a continuous rubber gasket located between the filter and the filter housing to form a tight seal.
3. Provide HEPA filters that are individually tested and certified by the manufacturer to have an efficiency of not less than 99.97 percent when challenged with 0.3 um dioctylphthalate (DOP) particles when tested in accordance with Military Standard Number 282 and Army Instruction Manual 136-300-175A. Provide filters that bear a UL586 label to indicate ability to perform under specified conditions.
4. Provide filters that are marked with: the name of the manufacturer, serial number, air flow rating, efficiency and resistance, and the direction of test air flow.
5. Prefilters, which protect the final filter by removing the larger particles, are required to prolong the operating life of the HEPA filter. Two stages of prefiltration are required. Provide units with the following prefilters:

- a) First-stage prefilter: low-efficiency type (e.g., for particles 100 um and larger); and
- b) Second-stage (or intermediate) filter: medium efficiency (e.g., effective for particles down to 5 um)
- c) Provide units with prefilters and intermediate filters installed either on or in the intake grid of the unit and held in place with special housings or clamps.

E. Instrumentation:

- 1. Provide units equipped with:
- 2. Magnehelic gauge or manometer to measure the pressure drop across filters and indicate when filters have become loaded and need to be changed;
- 3. A table indicating the usable air-handling capacity for various static pressure readings on the Magnehelic gauge affixed near the gauge for reference, or the Magnehelic reading indicating at what point the filters should be changed, noting Cubic Feet per Minute (CFM) air delivery at that point; and

- a) Elapsed time meter to show the total accumulated hours of operation.
- F. Safety and Warning Devices: Provide units with the following safety and warning devices:
- a) Electrical (or mechanical) lockout to prevent fan from operating without a HEPA filter;
 - b) Automatic shutdown system to stop fan in the event of a rupture in the HEPA filter or blocked air discharge;
 - c) Warning lights to indicate normal operation (green), too high a pressure drop across the filters (i.e., filter overloading) (yellow), and too low of a pressure drop (i.e., rupture in HEPA filter or obstructed discharge) (red); and
 - d) Audible alarm if unit shuts down due to operation of safety systems.

G. Electrical components:

- 1. Provide units with electrical components approved by the National Electrical Manufacturers Association (NEMA) and Underwriter's Laboratories (UL). Each unit is to be equipped with overload protection sized for the equipment. The motor, fan, fan housing, and cabinet are to be grounded.

PART 3 - EXECUTION

3.1 PRESSURE DIFFERENTIAL ISOLATION

- A. Isolate the Work Area from all adjacent areas or systems of the building with a Pressure Differential that will cause a movement of air from outside to inside at any breach in the physical isolation of the Work Area.
- B. Relative Pressure in Work Area:
 - 1. Continuously maintain the work area at an air pressure that is lower than that in any surrounding space in the building, or at any location in the immediate proximity outside of the building envelope. This pressure differential when measured across any physical or critical barrier must equal or exceed a static pressure of 0.04 inches of water.
 - 2. Accomplish the pressure differential by exhausting a sufficient number of HEPA filtered fan units from the work area. The number of units required will depend on machine characteristics, the seal at barriers, and required air circulation. The number of units will increase with increased make-up air or leaks into the Work

Area. Determine the number of units required for pressure isolation by the following procedure:

- a) Establish required air circulation in the work area, personnel and equipment decontamination units;
- b) Establish isolation by increased pressure in adjacent areas or as part of seals where required; and
- c) Exhaust a sufficient number of units from the work area to develop the required pressure differential.
- d) The required number of units is the number determined above plus one additional unit.

3. Vent HEPA filtered fan units to outside of building unless authorized in writing by Owner's Representative.

- a) Mount units to exhaust directly or through disposable ductwork.
- b) Use only new ductwork except for sheet metal connections and elbows.
- c) Use ductwork and fittings of same diameter or larger than discharge connection on fan unit.
- d) Use inflatable, disposable plastic ductwork in lengths not greater than 100 feet.
- e) Use spiral wire-reinforced flex duct in lengths not greater than 50 feet.
- f) Arrange exhaust as required to inflate duct to a rigidity sufficient to prevent flapping.
- g) If direction of discharge from fan unit is not aligned with duct use sheet metal elbow to change direction. Use six feet of spiral wire reinforced flex duct after direction change.

3.2 AUXILIARY GENERATOR

- A. Provide auxiliary diesel or gasoline-powered generator located outside of the building in a location protected from the weather.
- B. Arrange so that if a power failure occurs the generator automatically starts and supplies power to all of the HEPA filtered fan units and temporary lighting in operation.

3.3 AIR CIRCULATION IN THE WORK AREA:

- A. Air Circulation: For purposes of this section air circulation refers to either the introduction of outside air to the Work Area or the circulation and cleaning of air within the Work Area.
- B. Air circulation in the Work Area is a minimum requirement intended to help maintain airborne fiber counts at a level that does not significantly challenge the work area isolation measures. The Contractor may also use this air circulation as part of the engineering controls in his worker protection program.
 1. Determining the Air Circulation Requirements: Provide a fully operational air circulation system supplying a minimum of 4 air changes per hour.
 2. Determine Number of Units needed to achieve required air circulation according to the following procedure:
 - a) Determine the volume in cubic feet of the work area by multiplying floor area by ceiling height.
 - b) Determine total air circulation requirement in cubic feet per minute (CFM) for the work area by dividing this volume by the air change rate and multiplying by 60.

- c) Air Circulation Required in Cubic Feet of Air per Minute (CFM) is determined by:

$$\{\text{Volume of work area (cu. ft.)}\} \times \{\text{Number of air changes per hour}\}$$

(minutes per hour)

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

Number of Units Needed is determined by the followed equation:

$$\frac{\text{Air circulation Requirement(CFM)}}{\text{Capacity of Unit with Loaded Filters (CFM)}}$$

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

3.4 EXHAUST SYSTEM:

- A. Pressure differential isolation and air circulation in the Work Area are to be accomplished by an exhaust system as described below.
1. Exhaust all units from the Work Area to meet air circulation requirement of this section.
 2. Location of HEPA Filtered Fan Units: Locate fan unit(s) so that makeup air enters work area primarily through decontamination facilities and traverses Work Area as much as possible. This may be accomplished by positioning the HEPA filtered fan unit(s) at a maximum distance from the worker access opening or other makeup air sources.
 3. Place End of Unit an intake duct or its exhaust duct through an opening in the plastic barrier or wall covering. Seal plastic around the unit or duct with tape.
 4. Vent to Outside of Building, unless authorized in writing by the Owner's Representative.
 5. Decontamination Units: Arrange Work Area and decontamination units so that the majority of make up air comes through the Decontamination Units. Use only personnel or equipment Decontamination Unit at any time and seal the other so that make up air passes through unit in use.
 6. Supplemental Makeup Air Inlets:
 - a) Provide where required for proper air flow through the Work Area in location approved by the Owner's Representative by making openings in the plastic sheeting that allow air from outside the building into the Work Area.
 - b) Locate auxiliary makeup air inlets as far as possible from the fan unit(s) (e.g., on an opposite wall), off the floor (preferably near the ceiling), and away from barriers that separate the Work Area from occupied clean areas.
 - c) Cover with flaps to reseal automatically if the pressure differential system should shut down for any reason.
 - d) Spray flap and around opening with spray adhesive so that if flap closes meeting surfaces are both covered with adhesive. Use adhesive that forms contact bond when dry.

3.5 AIR CIRCULATION IN DECONTAMINATION UNITS:

- A. Pressure Differential Isolation: Continuously maintain the pressure differential required for the work area in the:
1. Personnel Decontamination Unit: across the Shower Room with the Equipment Room at a lower pressure than the Clean room.
 2. Equipment Decontamination Unit: across the Holding Room with the Wash Room at a lower pressure than the Clean Room.
- B. Air Circulation: Continuously maintain air circulation in Decontamination Units at same level as required for Work Area.
- C. Air Movement:
1. Arrange air circulation through the Personnel Decontamination Unit so that it produces a movement of air from the Clean Room through the Shower Room into the Equipment Room.
 2. Maintain continuous minimum velocities of Sixty (60) feet per minute in the breathing zone area of the shower and thirty (30) feet per minute in all other locations of the shower.

3.6 USE OF THE PRESSURE DIFFERENTIAL AND AIR CIRCULATION SYSTEM:

- A. General: Each unit shall be serviced by a dedicated minimum 115V-20A circuit with ground fault circuit interrupter (GFCI) supplied from temporary power supply. Do not use existing branch circuits to power fan units.
- B. Testing the System: Test pressure differential system before any asbestos-containing material is wetted or removed. After the Work Area has been prepared, the decontamination facility set up, and the fan unit(s) installed, start the unit(s) (one at a time). Demonstrate operation and testing of pressure differential system to Owner's Representative.
1. Demonstrate Condition of Equipment for each HEPA filtered fan unit and pressure differential monitoring equipment including proper operation of the following:
 - a) Squareness of HEPA filter;
 - b) Condition of seals;
 - c) Proper operation of all lights;
 - d) Proper operation of automatic shut down if exhaust is blocked;
 - e) Proper operation of alarms;
 - f) Proper operation of magnehelic gauge; and
 - g) Proper operation and calibration on pressure monitoring equipment.
 2. Demonstrate Operation of the pressure differential system to the Owner's Representative will include, but not be limited to, the following:
 - a) Plastic barriers and sheeting move lightly in toward Work Area;
 - b) Curtain of decontamination units move lightly in toward Work Area;
 - c) Noticeable movement of air through the Decontamination Unit;
 - d) Use smoke tube to demonstrate air movement from Clean Room through Shower Room to Equipment Room;

- e) Use smoke tubes to demonstrate a definite motion of air across all areas in which work is to be performed; and
 - f) Use a differential pressure meter or manometer to demonstrate the required pressure differential at every barrier separating the Work Area from the balance of the building, equipment, ductwork or outside.
3. Modify the Pressure Differential System as necessary to demonstrate successfully the above.

C. Use of System During Abatement Operations:

1. Start fan units before beginning work (before any asbestos-containing material is disturbed). After abatement work has begun, run units continuously to maintain a constant pressure differential and air circulation until decontamination of the work area is complete. Do not turn off units at the end of the work shift or when abatement operations temporarily stop.
2. Do not shut down air pressure differential system during encapsulating procedures, unless authorized by the Owner's Representative in writing. Supply sufficient pre-filters to allow frequent changes.
3. Start abatement work at a location farthest from the fan units and proceed toward them. If an electric power failure occurs, immediately stop all abatement work, seal off all containment openings, and do not resume abatement until power is restored and fan units are operating again.
4. At completion of abatement work, allow fan units to run as specified under section 01711, to remove airborne fibers that may have been generated during abatement work and cleanup and to purge the Work Area with clean makeup air. The units may be required to run for a longer time after decontamination, if dry or only partially wetted asbestos material was encountered during any abatement work.

D. Dismantling the System:

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

END OF SECTION - 01513

SECTION 01526 - TEMPORARY ENCLOSURES (ASBESTOS)**PART 1 - GENERAL****1.1 RELATED DOCUMENTS:**

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

1.2 SUBMITTALS:

- A. Before Start of Work submit the following to the Owner's Representative for review. Do not begin work until these submittals are returned with the Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use.

1. Strippable Coatings: Submit the following:

- a) Product description including major components and solvents;
- b) Test report on ASTM E84 test of surface burning characteristics;
- c) Manufacturer's installation instructions. Indicate portions applicable to the project and selected assemblies where the manufacturer offers alternatives and
- d) Material Safety Data Sheet: Submit the Material Safety Data Sheet, or equivalent, in accordance with the OSHA Hazard Communication Standard (29 CFR 1910.1200) for strippable coating material proposed for use on the work. Include a separate attachment for each sheet indicating the specific worker protective equipment proposed for use with the material indicated.

2. Spray Adhesive: Submit following:

- a) Product description including major components and solvents;
- b) Manufacturer's installation instructions. Indicate portions applicable to the project; and
- c) Material Safety Data Sheet: Submit the Material Safety Data Sheet, or equivalent, in accordance with the OSHA Hazard Communication Standard (29 CFR 1910.1200) for spray cement material proposed for use on the work. Include a separate attachment for each sheet indicating the specific worker protective equipment proposed for use with the material indicated.

3. Sheet Plastic: For fire retardant plastic submit test reports on NFPA 701 test.

4. Signs: Submit samples of signs to be used.

PART 2 - PRODUCTS

2.1 SHEET PLASTIC:

- A. Polyethylene Sheet: A single polyethylene film in the largest sheet size possible to minimize seams, 4.0 or 6.0 mil thick as indicated, clear, frosted, or black as indicated.
- B. Reinforced Polyethylene Sheet: Where plastic sheet constitutes the only barrier between the work area and the building exterior, provide translucent, nylon reinforced or woven polyethylene, laminated, flame resistant, polyethylene film that conforms to requirements set forth by the National Fire Protection Association Standard 701, Small Scale Fire Test for Flame-resistant Textiles and Films. Provide largest size possible to minimize seams, 4.0 or 6.0 mil thick as indicated, frosted or black as indicated.

2.2 MISCELLANEOUS MATERIALS:

- A. Duct Tape: Provide duct tape in 2" or 3" widths as indicated, with an adhesive which is formulated to stick aggressively to sheet polyethylene.
- B. Spray Cement: Provide spray adhesive in aerosol cans which is specifically formulated to stick tenaciously to sheet polyethylene.

PART 3 - EXECUTION

3.1 SEQUENCE OF WORK:

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

3.2 GENERAL:

- A. Work Area: the location where asbestos-abatement work occurs. It is a variable of the extent of work of the Contract. It may be a portion of a room, a single room, or a complex of rooms. A "Work Area" is considered contaminated during the work, and must be isolated from the balance of the building, and decontaminated at the completion of the asbestos-control work.
 1. Completely isolate the Work Area from other parts of the building so as to prevent asbestos-containing dust or debris from passing beyond the isolated area. Should the area beyond the Work Area(s) become contaminated with asbestos-containing dust or debris as a consequence of the work, clean those areas in accordance with the procedures indicated in Section 01711. Perform all such required cleaning or decontamination at no additional cost to owner.
 2. Place all tools, scaffolding, staging, etc. necessary for the work in the area to be isolated prior to completion of Work Area isolation.
 3. Remove all removable furniture that has been designated uncontaminated by the Contract Documents or Owner's Representative. Also remove uncontaminated equipment, and/or supplies from the Work Area before commencing work, or completely cover with two (2) layers of polyethylene sheeting, at least 6 mil in thickness, securely taped in place with duct tape. Such furniture and equipment

shall be considered outside the work area unless covering plastic or seal is breached.

4. Disable ventilating systems or any other system bringing air into or out of the Work Area. Disable system by disconnecting wires, removing circuit breakers, by lockable switch or other positive means that will prevent accidental premature restarting of equipment.
5. Lockout power to Work Area by switching off all breakers serving power or lighting circuits in work area. Label breakers with tape over breaker with notation "DANGER circuit being worked on". Lock panel and have all keys under control of Contractor's Superintendent of Owner's designated Representative.
6. Lockout power to circuits running through work area wherever possible by switching off all breakers or removing fuses serving these circuits. Label breakers with tape over breaker with notation "DANGER circuit being worked on". Lock panel and have all keys under control of contractor's superintendent or owner's designated representative. If circuits cannot be shut down for any reason, label at intervals 4'-0" on center with tags reading, "DANGER live electric circuit. Electrocutation hazard." Label circuits in hidden locations but which may be affected by the work in a similar manner.

B. Inspection Windows:

1. Install inspection windows in locations shown on the plans or as directed by the Owner's Representative. Each inspection window is to have a 24" X 24" viewing area fabricated from 1/4" acrylic or polycarbonate sheet.
2. Install window with top at 6'-6" above floor height in a manner that provides unobstructed vision from outside to inside of the Work Area.
3. Protect window from damage from scratching, dirt or any coatings used during the work. A sufficient number of windows are to be installed to provide observation of all portions of the Work Area that can be made visible from adjacent areas. Inspection windows that open into uncontrolled area are to be covered with a removable plywood hatch secured by lock and key.
4. Provide keys to Owner's Representative for all such locks.

3.3 EMERGENCY EXITS:

A. Provide emergency exits and emergency lighting as set forth below. Emergency Exits: At each existing exit door from the Work Area provide the following means for emergency exiting:

1. Arrange exit door so that it is secure from outside the Work area but permits exiting from the Work Area;
2. Mark outline of door on Primary and Critical Barriers with luminescent paint at least 1" wide. Hang a razor knife on a string beside outline. Arrange Critical and Primary barriers so that they can be easily cut with one pass of razor knife. Paint words "EMERGENCY EXIT" inside outline with luminescent paint in letters at least one foot high and 2" thick;
3. Provide lighted EXIT sign at each exit; and
4. Provide battery-operated emergency lighting that switches on automatically in the event of a power failure.

3.4 CONTROL ACCESS:

- A. Isolate the Work Area to prevent entry by building occupants into Work Area or surrounding controlled areas. Accomplish isolation by the following:
- B. Submit to Owner's Representative a list of doors and other openings that must be secured to isolate Work Area. Include on list notation if door or opening is in an indicated exit route.
- C. After receiving written authorization from the Owner's Representative lock all doors into Work Area, or, if doors cannot be locked, chain shut. Cover any signs that direct emergency exiting, either outside or inside of Work Area, to locked doors. Do not obstruct doors required for emergency exits from Work Area or from building.
- D. After receiving written authorization from the Owner's Representative: construct partitions or closures across any opening into Work Area.
 - Fabricate partitions from 2 X 4 wood studs with 1/2" plywood on both faces. Brace at 4'-0" on center.
- E. Visual Barrier: Where the Work Area is immediately adjacent to or within view of occupied areas, provide a visual barrier of opaque polyethylene sheeting at least 6 mil in thickness so that the work procedures are not visible to building occupants. Where this visual barrier would block natural light, substitute frosted or woven rip-stop sheet plastic in locations approved by the Owner's Representative.
- F. Immediately inside door and outside critical barriers post an approximately 24 inch by 36 inch manufactured danger sign displaying the following legend with letter sizes and styles of a visibility required by 29 CFR 1926.1101. Provide spacing between respective lines at least equal to the height of the respective upper line.

LEGEND

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

3.5 ALTERNATE METHODS OF ENCLOSURE:

- A. Alternate methods of containing the Work Area may be submitted to the Owner's Representative for approval in accordance with procedures set forth in Section 01632 Product Substitution. Do not proceed with any such method(s) without prior written approval of the Owner's Representative.

3.6 RESPIRATORY AND WORKER PROTECTION:

- A. Before proceeding beyond this point in providing Temporary Enclosures:
 1. Provide Worker Protection per Section 01560
 2. Provide Respiratory Protection per Section 01562
 3. Provide Personnel Decontamination Unit per Section 01563

3.7 CRITICAL BARRIERS:

- A. Completely Separate the Work Area from other portions of the building, and the outside by closing all openings with sheet plastic barriers at least 6 mil in thickness, or by sealing cracks leading out of Work Area with duct tape.
- B. Individually seal all ventilation openings (supply and exhaust), lighting fixtures, clocks, doorways, windows, convectors and speakers, and other openings into the Work Area with duct tape alone or with polyethylene sheeting at least 6 mil in thickness, taped securely in place with duct tape. Maintain seal until all work including Project Decontamination is completed. Take care in sealing of lighting fixtures to avoid melting or burning of sheeting.
- C. Provide Sheet Plastic barriers at least 6 mil in thickness as required to seal openings completely from the Work Area into adjacent areas. Seal the perimeter of all sheet plastic barriers with duct tape or spray cement.
- D. Mechanically Support sheet plastic independently of duct tape or spray cement seals so that seals do not support the weight of the plastic. Following are acceptable methods of supporting sheet plastic barriers. Alternative support methods may be used if approved in writing by the Owner's Representative.
 - 1. Plywood squares 6" x 6" x 3/8" held in place with one 6d smooth masonry nail or electro-galvanized common nail driven through center of the plywood and duct tape on plastic so that plywood clamps plastic to the wall. Locate plywood squares at each end, corner and at maximum 4 feet on centers.
 - 2. Nylon or polypropylene rope or wire with a maximum unsupported span of 10 feet, minimum 1/4" in diameter suspended between supports securely fastened on either side of opening at maximum 1 foot below ceiling. Tighten rope so that it has 2" maximum dip. Drape plastic over rope from outside Work Area so that a two foot long flap of plastic extends over rope into Work Area. Staple or wire plastic to itself 1" below rope at maximum 6" on centers to form a sheath over rope. Lift flap and seal to ceiling with duct tape or spray cement. Seal loop at bottom of flap with duct tape. Erect entire assembly so that it hangs vertically without a "shelf" upon which debris could collect.
- E. Provide Pressure Differential System per Section 01513.
- F. Clean housings and ducts of all overspray materials prior to erection of any Critical Barrier that will restrict access.

3.8 PREPARE AREA:

- A. Scaffolding: If fixed scaffolding is to be used to provide access HEPA vacuum and wet clean area prior to scaffolding installation.
- B. Remove all electrical and mechanical items, such as lighting fixtures, clocks, diffusers, registers, escutcheon plates, etc. which cover any part of the surface to be worked on with the work.
- C. Remove all general construction items such as cabinets, casework, door and window trim, moldings, ceilings, trim, etc., which cover the surface of the work as required to prevent interference with the work. Clean, decontaminate and reinstall all such materials, upon completion of all removal work with materials, finishes, and workmanship to match existing installations before start of work.

- D. Clean all contaminated furniture, equipment, and or supplies with a HEPA filtered vacuum cleaner or by wet cleaning, as specified in Section 01712 Cleaning and Decontamination Procedures, prior to being moved or covered. All equipment, furniture, etc. is to be deemed contaminated unless specifically declared as uncontaminated on the drawings or in writing by the Owner's Representative.
- E. Clean All Surfaces In Work Area with a HEPA filtered vacuum or by wet wiping prior to the installation of primary barrier.

3.9 PRIMARY BARRIER:

- A. Protect building and other surfaces in the Work Area from damage from water and high humidity or from contamination from asbestos-containing debris, slurry or high airborne fiber levels by covering with a primary barrier as described below.
- B. Sheet Plastic: Protect surfaces in the Work Area with two (2) layers of plastic sheeting on floor and walls, or as otherwise directed on the Contract Drawings or in writing by the Owner's Representative. Perform work in the following sequence.
 1. Cover Floor of Work Area with 2 individual layers of clear polyethylene sheeting, each at least 6 mil in thickness, turned up walls at least 12 inches. Form a sharp right angle bend at junction of floor and wall so that there is no radius which could be stepped on causing the wall attachment to be pulled loose. Both spray-glue and duct tape all seams in floor covering. Locate seams in top layer six feet from, or at right angles to, seams in bottom layer. Install sheeting so that top layer can be removed independently of bottom layer.
 2. Cover all walls in Work Area including "Critical Barrier" sheet plastic barriers with one layer of polyethylene sheeting, at least 6 mil in thickness, mechanically supported and sealed with duct tape or spray-glue in the same manner as "Critical Barrier" sheet plastic barriers. Tape all joints including the joining with the floor covering with duct tape or as otherwise indicated on the Contract Documents or in writing by the Owner's Representative.
 3. Stairs and Ramps: Do not cover stairs or ramps with unsecured sheet plastic. Where stairs or ramps are covered with plastic, provide 3/4" exterior grade plywood treads securely held in place, over plastic. Do not cover rungs or rails with any type of protective materials.
 4. Repair of Damaged Polyethylene Sheeting: Remove and replace plastic sheeting which has been damaged by removal operations or where seal has failed allowing water to seep between layers. Remove affected sheeting and wipe down entire area. Install new sheet plastic only when area is completely dry.

3.10 ISOLATION AREA:

- A. Maintain isolation areas between the Work Area and adjacent building area:
 1. In locations shown on the plans.
 2. In unoccupied rooms located between Work Area and adjacent occupied portions of the building.
 3. In locations where separation between Work Area and occupied portions of building is formed by sheet plastic and/or temporary barriers.
 4. Floor below Work Area.

- B. Form isolation area by controlling access to the space in the same manner as a Work Area. Physically isolate the space from the Work Area and adjacent areas. Accomplish physical isolation by:
1. Installing critical barriers in unoccupied space.
 2. Erecting a second Critical Barrier a minimum of 3'-0" away from Work Area.

3.11 STOP WORK:

- A. If the Critical or Primary barrier falls or is breached in any manner stop work immediately. Do not start work until authorized in writing by the Owner's Representative.

3.12 EXTENSION OF WORK AREA:

- A. Extension of Work Area: If the Critical Barrier is breached in any manner that could allow the passage of asbestos debris or airborne fibers, then add affected area to the Work Area, enclose it as required by this Section of the specification and decontaminate it as described in Section 01711 Project Decontamination.

3.13 SECONDARY BARRIER:

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

END OF SECTION - 01526

SECTION 01527 - REGULATED AREAS (ASBESTOS)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 RELATED WORK SPECIFIED ELSEWHERE:

- A. Required supervision and OSHA Competent Person: is specified in Section 01043
- B. Worker Protection - Asbestos Abatement: is specified in Section 01560.
- C. Respiratory Protection: is specified in Section 01562.
- D. Wet Decontamination Facilities: are described in Section 01563.

1.3 DESCRIPTION OF WORK:

- A. Work of this section consists of preparing a Regulated Area for work of the following specification sections only. Do not use procedures set forth in this section in connection with any other work.

1.4 SUBMITTALS:

- A. Before the Start of Work: Submit the following to the Owner's Representative for review. Begin no work until these submittals are returned with Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use or final-but-restricted use.
 1. HEPA Filtered Vacuum Cleaners: Submit product data.
 2. Signs: Submit samples of each type of sign to be used.
 3. Warning Tape: Submit samples.

PART 2 - EQUIPMENT:

2.1 HEPA Filter Vacuum Cleaners:

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering

Nilfisk of America Inc. HEPA Filtered
Great Valley Parkway Vacuums
Malvern, PA 19355

Clayton Associates, Inc. ACE Model HEPA Vacuum
Box 589
Southard Avenue
Farmingdale, NJ 07727

Hako Minuteman Hako Minuteman HEPA Vacuums
South Route 53
Addison, IL 60101

Vactagon Pneumatic Systems, Inc. Vaculoader HEPA Vacuum
Homestead Place
Bergenfield, NJ 07621

Pullman-Holt (White) Corporation HEPA Filtered Vacuums
PO Box 277
Fultonville, New York 12072

2.2 Plastic Sheet:

- A. Plastic Sheet: A single polyethylene film in the largest sheet size possible to minimize seams, 4.0 or 6.0 mil thick as indicated, clear, frosted, or black as indicated.

PART 3 - EXECUTION

3.1 SECURING WORK AREA:

- A. Secure work area from access by occupants, staff or users of the building. Accomplish this where possible, by locking doors, windows, or other means of access to the area, or by constructing temporary wood stud and plywood barriers.

3.2 DEMARCATION OF REGULATED AREA:

- A. Demarcate each Regulated Area with a sheet plastic drop sheet as described below.
- B. Post warning signs that carry the following legends:
- C. Provide signs in both English and Spanish:
 - 1. First Sign:
 - Provide warning signs at each locked door leading to the controlled area reading as follows:

• Legend	Notation
KEEP OUT	3 inch Block
 - Legend
 - 2. Second Sign:
 - a) Immediately inside the locked door and outside the controlled area post an approximately 20 inch by 14 inch manufactured caution sign displaying the following legend with letter sizes and styles of a visibility required by 29 CFR 1926:
 - Legend:

DANGER

ASBESTOS

CANCER AND LUNG DISEASE HAZARD

RESPIRATORS AND PROTECTIVE CLOTHING ARE REQUIRED IN THIS AREA

- b) Where the controlled area is in a large area such as on part of a boiler room or open office area, delineate area with 3 inch wide polyethylene ribbon with the printed warning, "CAUTION ASBESTOS REMOVAL". Install this ribbon at between 3 and 4 feet above the floor.

3.3 SCHEDULING:

- A. Contractor's work hours are limited to 7:00 A.M. until 6:00 P.M., Monday through Friday. Contractor shall not work weekends unless approved by Owner. This does not apply to Contractor's 24-hour security and fire watch required during asbestos abatement operations.

3.4 GENERAL PROCEDURES:

- A. The following precautions and procedures have application to work of this section. Workers must exercise caution to avoid release of asbestos fibers into the air:
1. Setup and management of the controlled area is to be under the supervision of a OSHA Competent Person as described in Section 01043 Project Coordination - Asbestos Abatement.
 2. Before start of work comply with requirement for worker protection in section 01561, and respiratory protection in section 01562.
 3. Do not allow eating, drinking, smoking, chewing tobacco or gum, or applying cosmetics in the Regulated Area.
 4. Shut down any air handling equipment bringing air into or out of the Regulated Area.
 5. Clean any existing dust or debris from the floor and walls, and other surface in the immediate location of the work prior to commencing work by damp-mopping or by use of a High Efficiency Particulate Air (HEPA) filtered vacuum.
 6. Cover floor in vicinity of Work Area and six (6) feet beyond, with 6 mil polyethylene drop sheet. Where work is adjacent to wall, extend drop sheet up wall and secure at ceiling with duct tape. This drop sheet demarcates the boundary of the Regulated Area.
 7. Seal all openings, supply and exhaust vents, and convectors within ten (10) feet of the Work Area with 6 mil polyethylene sheeting secured and completely sealed with duct tape.
 8. Perform the work per the appropriate specification section while on plastic drop sheet.
 9. Immediately remove any asbestos-containing debris which collects on the drop sheet either by using a HEPA vacuum or by spraying with amended water or removal encapsulant, collecting with wet paper towels, placing in a disposal bag while still wet, and cleaning surface of plastic sheet with wet paper towels.
- B. Complete the following at completion of work in an area before stepping off drop sheet:

1. While standing on plastic sheet thoroughly HEPA vacuum ladder and any tools used and pass to worker standing off sheet.
2. Worker standing off the sheet HEPA vacuum thoroughly the worker standing on the sheet.
3. Worker on the sheet thoroughly HEPA vacuum all surfaces of the plastic sheet, bags, and any other items on the sheet including his own feet.
4. If moving to the next Work Area in the same secured area: Worker on the drop sheet is to don clean foot covers, placing each foot, in turn, off the sheet as the foot cover is put on. Remove clean foot covers at the next Work Area while standing on the sheet. Dispose of the used foot covers along with the plastic sheet at completion of work in that area. Do not reuse foot covers to move off the sheet.
5. If work day is complete or if next Work Area is in another secured area: all workers remove paper suits turning them inside out while doing so. The person on the sheet step with each foot off the sheet as the foot covers are removed.
6. Fold sheet and all its contents toward the center.
7. Place the sheet in a properly labeled disposal bag.
8. Neck down the bag and collapse it with the HEPA vacuum.
9. Twist the bag shut, bend over and seal with duct tape by wrapping around bag neck at least 3 times.
10. Clean all surfaces of the Work Area by use of a HEPA filter vacuum until no visible residue remains.
11. At completion of work require all workers to complete wet decontamination procedures in accordance with Section 01560 Worker Protection.

END OF SECTION - 01527

SECTION 01561 - WORKER PROTECTION - ASBESTOS ABATEMENT (ASBESTOS)**PART 1 - GENERAL****1.1 RELATED DOCUMENTS:**

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

1.2 DESCRIPTION OF WORK:

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

1.3 RELATED WORK SPECIFIED ELSEWHERE:

- A. Respiratory Protection: is specified in Section 01562.

1.4 WORKER TRAINING:

- A. AHERA Accreditation: All workers are to be accredited as Abatement Workers as required by the AHERA regulation 40 CFR 763 Appendix C to Subpart E, April 30, 1987.
- B. Texas State License: All workers are to be trained, certified and licensed as required by the Texas Department of Health.
- C. Train, in accordance with 29 CFR 1926, all workers in the dangers inherent in handling asbestos and breathing asbestos dust and in proper work procedures and personal and area protective measures. Include but do not limit the topics covered in the course to the following:
 - 1. Methods of recognizing asbestos
 - 2. Health effects associated with asbestos
 - 3. Relationship between smoking and asbestos in producing lung cancer
 - 4. Nature of operations that could result in exposure to asbestos
 - 5. Importance of and instruction in the use of necessary protective controls, practices and procedures to minimize exposure including:
 - 6. Engineering controls
 - 7. Work Practices
 - 8. Respirators
 - 9. Housekeeping procedures
 - 10. Hygiene facilities
 - 11. Protective clothing
 - 12. Decontamination procedures
 - 13. Emergency procedures
 - 14. Waste disposal procedures
- D. Purpose, proper use, fitting, instructions, and limitations of respirators as required by 29 CFR 1910.134
 - 1. Appropriate work practices for the work
 - 2. Requirements of medical surveillance program
 - 3. Review of 29 CFR 1926
 - 4. Pressure Differential Systems

5. Work practices including hands on or on-job training
6. Personal Decontamination procedures
 - a) Air monitoring, personal and area

1.5 MEDICAL EXAMINATIONS:

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

1.6 SUBMITTALS:

- A. **Before Start of Work:** Submit the following to the Owner's Representative for review. Do not start work until these submittals are returned with Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use.
- B. **AHERA Accreditation:** Submit copies of certificates from an EPA-approved AHERA Abatement Workers course for each worker as evidence that each asbestos Abatement Worker is accredited as required by the AHERA Regulation 40 CFR 763 Appendix C to Subpart E, April 30, 1987.
- C. **Texas State License:** Submit copies of state licenses for each worker as issued by the Texas Department of Health.
- D. **Certificate Worker Acknowledgment:** Submit an original signed copy of the Certificate of Worker's Acknowledgment found at the end of this section, for each worker who is to be at the job site or enter the Work Area.
- E. **Report from Medical Examination:** conducted within last 12 months as part of compliance with OSHA medical surveillance requirements for each worker who is to enter the Work Area. Submit, at a minimum, for each worker the following:
 1. Name and Social Security Number
 2. Physicians Written Opinion from examining physician including at a minimum the following:
 - a) Whether worker has any detected medical conditions that would place the worker at an increased risk of material health impairment from exposure to asbestos.
 - b) Any recommended limitations on the worker or on the use of personal protective equipment such as respirators.
 - c) Statement that the worker has been informed by the physician of the results of the medical examination and of any medical conditions that may result from asbestos exposure.
 - d) Copy of information that was provided to physician in compliance with 29 CFR 1926
 - e) Statement that worker is able to wear and use the type of respiratory protection proposed for the project, and is able to work safely in an environment capable of producing heat stress in the worker.
 3. **Notarized Certifications:** Submit certification signed by an officer of the abatement contracting firm and notarized that exposure measurements, medical surveillance, and worker training records are being kept in conformance with 29 CFR 1926.

PART 2 - EQUIPMENT

2.1 PROTECTIVE CLOTHING:

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

2.2 ENVIRONMENTS DURING COLD WEATHER

- A. Cold Weather Gear:
1. Provide each worker with an insulated jacket, pants, gloves, and hat.
 2. Require that cold weather gear be removed in Equipment Room of Personnel Decontamination Unit.
 3. Dispose of cold weather gear as asbestos waste at completion of all work.
- B. Boots:
1. Provide work boots with non-skid soles, and where required by OSHA, foot protectives, for all workers.
 2. Provide boots at no cost to workers.
 3. Paint uppers of all boots red with waterproof enamel.
 4. Do not allow boots to be removed from the Work Area for any reason, after being contaminated with asbestos-containing material.
 5. Dispose of boots as asbestos-contaminated waste at the end of the work.
- C. Hard Hats:
1. Provide head protectives (hard hats) as required by OSHA for all workers, and provide 4 spares for use by Owner's Representative, Project Administrator, and Owner.
 2. Label hats with same warning labels as used on disposal bags.
 3. Require hard hats to be worn at all times that work is in progress that may potentially cause head injury.
 4. Provide hard hats of type with plastic strap type suspension.
 5. Require hats to remain in the Work Area throughout the work.
 6. Thoroughly clean, decontaminate and bag hats before removing them from Work Area at the end of the work.
- D. Goggles:
1. Provide eye protectives (goggles) as required by OSHA for all workers involved in scraping, spraying, or any other activity which may potentially cause eye injury.
 2. Thoroughly clean, decontaminate and bag goggles before removing them from Work Area at the end of the work.
- E. Gloves:
1. Provide work gloves to all workers and require that they be worn at all times in the Work Area.
 2. Do not remove gloves from Work Area and dispose of as asbestos-contaminated waste at the end of the work.

2.3 ADDITIONAL PROTECTIVE EQUIPMENT:

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

PART 3 - EXECUTION

3.1 GENERAL:

- A. Provide worker protection as required by the most stringent OSHA and/or EPA standards applicable to the work. The following procedures are minimums to be adhered to regardless of fiber count in the Work Area.
- B. Each time Work Area is entered remove all street clothes in the Changing Room of the Personnel Decontamination Unit and put on new disposable coverall, new head cover, and a clean respirator. Proceed through shower room to equipment room and put on work boots.

3.2 DECONTAMINATION PROCEDURES:

- A. Require all workers to adhere to the following personal decontamination procedures whenever they leave the Work Area:
- B. Type C Supplied Air or Powered Air-Purifying Respirators: Require that all workers use the following decontamination procedure as a minimum requirement whenever leaving the Work Area:
- C. When exiting area, remove disposable coveralls, disposable head covers, and disposable footwear covers or boots in the equipment room.
- D. Still wearing respirators, proceed to showers. Showering is mandatory. Care must be taken to follow reasonable procedures in removing the respirator to avoid asbestos fibers while showering. The following procedure is required as a minimum:
 - 1. Thoroughly wet body including hair and face. If using a Powered Air-Purifying Respirator (PAPR) hold blower unit above head to keep canisters dry.
 - 2. With respirator still in place thoroughly wash body, hair, respirator face piece, and all parts of the respirator except the blower unit and battery pack on a PAPR. Pay particular attention to seal between face and respirator and under straps.
 - 3. Take a deep breath, hold it and/or exhale slowly, completely wet hair, face, and respirator. While still holding breath, remove respirator and hold it away from face before starting to breathe.
 - 4. Carefully wash facepiece of respirator inside and out.
 - 5. If using PAPR: shut down in the following sequence, first cap inlets to filter cartridges, then turn off blower unit (this sequence will help keep debris which has collected on the inlet side of filter from dislodging and contaminating the outside of the unit). Thoroughly wash blower unit and hoses. Carefully wash battery pack with wet rag. Be extremely cautious of getting water in battery pack as this will short out and destroy battery.
 - 6. Shower completely with soap and water.
 - 7. Rinse thoroughly.
 - 8. Rinse shower room walls and floor prior to exit.
 - 9. Proceed from shower to Changing Room and change into street clothes or into new disposable work items.
- E. Remote Shower: The procedures above are to be used if the decontamination facility is used as a remote shower. If a worker cannot gain direct access to the Equipment Room

require that he enter Decontamination Unit and proceed directly through Shower Room to Equipment Room. Decontamination procedure is then completed as required above.

F. Within Work Area:

1. Require that workers NOT eat, drink, smoke, chew tobacco or gum, or apply cosmetics in the Work Area. To eat, chew, drink or smoke, workers shall follow the procedure described above, and then dress in street clothes before entering the non-Work Areas of the building.

3.3 CERTIFICATE OF WORKER'S ACKNOWLEDGMENT:

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

END OF SECTION - 01561

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Total Safety U.S., Inc.

CERTIFICATE OF WORKER'S ACKNOWLEDGMENT

PROJECT NAME _____ DATE _____

PROJECT ADDRESS _____

CONTRACTOR'S NAME _____

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

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

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

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

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

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

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

Signature _____ Social Security No _____

Printed Name _____ Witness _____

SECTION 01562 - RESPIRATORY PROTECTION (ASBESTOS)**PART 1 - GENERAL****1.1 DESCRIPTION OF WORK:**

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

1.2 SUBMITTALS:

- A. Before Start of Work submit the following to the Owner's Representative for review.
1. Product Data: Submit manufacturer's product information for each component used, including NIOSH and MSHA Certifications for each component in an assembly and/or for entire assembly.
 2. System Diagram: When a Type "C" supplied air respiratory system is required by the work, submit drawing showing assembly of components into a complete supplied air respiratory system. Include diagram showing location of compressor, filter banks, backup air supply tanks, hose line connections in Work Area(s), routing of air lines to Work Area(s) from compressor.
 3. Operating Instruction: Submit complete operating and maintenance instructions for all components and systems as a whole. Submittal is to be in bound manual form suitable for field use.
 4. Respiratory Protection Program: Submit Contractor's written respiratory protection program manual as required by OSHA 1926.1101.

1.3 AIR QUALITY FOR SUPPLIED AIR RESPIRATORY SYSTEMS:

- A. Provide air used for breathing in Type "C" supplied air respiratory systems that meets or exceeds standards set for C.G.A. type 1 (Gaseous Air) Grade H or CSA Z180.1 whichever presents the more stringent quality standard:
- B. Provide air used for breathing in Type "C" supplied air respiratory systems that meets or exceeds standards set for C.G.A. type 1 (Gaseous Air) Grade D.

PART 2 - EQUIPMENT**2.1 SUPPLIED AIR RESPIRATOR SYSTEMS:**

- A. Provide equipment capable of producing air of the quality and volume required by the above reference standards applied to the job site conditions and crew size. Comply with provisions of this specification if more stringent than the governing standard.
1. Face Piece and Hose: Provide full face piece and hose by same manufacturer that has been certified by NIOSH/MSHA as an approved Type "C" respirator assembly operating in pressure demand mode with a positive pressure face-piece.

2. **Auxiliary backup system:** In atmospheres which contain sufficient oxygen (greater than or equal to 19.5% oxygen) provide a pressure-demand full face piece supplied air respirator equipped with an emergency backup HEPA filter.
3. **Backup air supply:**
 - a) Provide a reservoir of compressed air located outside the Work Area which will automatically maintain a continuous uninterrupted source of air automatically available to each connected face piece and hose assembly in the event of compressor shut-down, contamination of air delivered by compressor, power loss or other failure.
 - b) Provide sufficient capacity in the back-up air supply to allow a minimum escape time of one-half hour times the number of connections available to the Work Area. Air requirement at each connection is the air requirement of the respirators in use plus the air requirement of an average-sized adult male engaged in moderately strenuous activity.
4. **Warning device:** Provide a warning device that will operate independently of the building's power supply. Locate so that alarm is clearly audible above the noise level produced by equipment and work procedures in use in all parts of the Work Area and at the compressor. Connect alarm to warn of:
 - a) Compressor shut down or other fault requiring use of backup air supply
 - b) Carbon Monoxide (CO) levels in excess of 5 PPM/V
5. **Carbon Monoxide (CO) Monitor:** Continuously monitor and record on a strip chart recorder Carbon Monoxide (CO) levels. Place monitors in the air line between compressor and back-up air supply and between backup air supply and workers. Connect monitors so that they also sound an alarm as specified under "Warning Devices".
6. **Compressor Shut Down:** Interconnect monitors, alarms and compressor so that compressor is automatically shut down and the alarms sounded if any of the following occur:
7. Carbon Monoxide (CO) concentrations exceed 5 PPM/v in the air line between the filter bank and backup air supply.
8. Compressor temperature exceeds normal operating range.
9. **Compressor Motor -** Provide a compressor driven by an electric motor. Do not use a gas or diesel engines to drive compressor. Insure that electrical supply available at the work site is adequate to energize motor.
10. **Compressor Location:** Locate compressor outside of building in location that will not impede access to the building, and that will not cause a nuisance by virtue of noise or fumes to occupied portions of the building.
11. **Air Intake:** Locate air intake remotely from any source of automobile exhaust or any exhaust from engines, motors, auxiliary generator or buildings.
12. **After-Cooler:** Provide an after-cooler at entry to filter system which is capable of reducing temperatures to outside ambient air temperatures.

PART 3 - EXECUTION

3.1 GENERAL:

- A. **Respiratory Protection Program:** Comply with ANSI Z88.2 - 1980 "Practices for Respiratory Protection" and OSHA 29 CFR 1910 and 1926.
- B. Respiratory protection will be used at all times that there is any possibility of disturbance of asbestos-containing materials whether intentional or accidental.

- C. Respirators shall be worn by anyone in a Work Area at all times, regardless of activity, during a period that starts with any operation which could cause airborne fibers until the area has been cleared for re-occupancy in accordance with Section 01714.
- D. Regardless of Airborne Fiber Levels: The minimum level of respiratory protection used shall be a powered air-purifying respirator (PAPR) with high efficiency filters.
- E. Do not allow the use of single-use, disposable, or quarter-face respirators for any purpose.

3.2 FIT TESTING:

- A. Initial Fitting:
 - 1. Provide initial fitting of respiratory protection during a respiratory protection course of training set up and administered by a Certified Industrial Hygienist.
 - 2. Fit types of respirator to be actually worn by each individual.
 - 3. Allow an individual to use only those respirators for which training and fit testing has been provided.
- B. On a Weekly Basis, check the fit of each worker's respirator by having irritant smoke blown onto the respirator from a smoke tube.
- C. Upon Each Wearing: Require that each time an air-purifying respirator is put on it be checked for fit with a positive and negative pressure fit test in accordance with the manufacturer's instructions or ANSI Z88.2 (1980).

3.3 TYPE OF RESPIRATORY PROTECTION REQUIRED:

- A. Provide Respiratory Protection as indicated in paragraph below.
- B. Powered air purifying - full face mask:
 - 1. Supply a sufficient quantity of high efficiency respirator filters approved for asbestos so that workers can change filters at any time that flow through the face piece decreases to the level at which the manufacturer recommends filter replacement.
 - 2. Require that regardless of flow, filter cartridges be protected from wetting during showering.
 - 3. Require entire exterior housing of respirator, including blower unit, filter cartridges, hoses, battery pack, face mask, belt, and cords, be washed each time a worker leaves the Work Area. Caution should be used to avoid shorting battery pack during washing.
 - 4. Provide an extra battery pack for each respirator so that one can be charging while one is in use.

END OF SECTION - 01562

SECTION 01563 - DECONTAMINATION UNITS (ASBESTOS)**PART 1 - GENERAL****1.1 DESCRIPTION OF WORK:**

- A. Provide separate Personnel and Equipment Decontamination facilities. Require that the Personnel Decontamination Unit be the only means of ingress and egress for the Work Area. Require that all materials exit the Work Area through the Equipment Decontamination Unit.

PART 2 - EXECUTION**2.1 PERSONNEL DECONTAMINATION UNIT:**

- A. Provide a Personnel Decontamination Unit consisting of a serial arrangement of connected rooms or spaces, Changing Room, Drying Room, Shower Room, and Equipment Room. Require all persons without exception to pass through this Decontamination Unit for entry into and exiting from the Work Area for any purpose. Do not allow parallel routes for entry or exit. Do not remove equipment or materials through Personnel Decontamination Unit. Provide temporary lighting within Decontamination Units as necessary to reach a lighting level of 100 foot candles.
- B. Changing Room (clean room): Provide a room that is physically and visually separated from the rest of the building for the purpose of changing into protective clothing.
 - 1. Maintain floor of changing room dry and clean at all times. Do not allow overflow water from shower to wet floor in changing room.
 - 2. Damp wipe all surfaces twice after each shift change with a disinfectant solution.
 - 3. Provide posted information for all emergency phone numbers and procedures.

2.2 EQUIPMENT DECONTAMINATION UNIT:

- A. Provide an Equipment Decontamination Unit consisting of a serial arrangement of rooms, Clean Room, Holding Room, Wash Room for removal of equipment and material from Work Area. Do not allow personnel to enter or exit Work Area through Equipment Decontamination Unit.
- B. Arrange with airlocks between rooms as required below.

2.3 CONSTRUCTION OF THE DECONTAMINATION UNITS:

- A. Walls and Ceiling: Construct airtight walls and ceiling using polyethylene sheeting, at least 6 mil in thickness. Attach to existing building components or a temporary framework.
- B. Floors: Use 2 layers (minimum) of 6 mil polyethylene sheeting to cover floors in all areas of the Decontamination Units. Use only clear plastic to cover floors.
- C. Flap Doors: Fabricated from three (3) overlapping sheets with openings a minimum of three feet (3') wide. Configure so that sheeting overlaps adjacent surfaces. Weigh sheets at bottoms as required so that they quickly close after being released. Put arrows on sheets to indicate direction of overlap and/or travel. Provide a minimum of six feet (6') between entrance and exit of any room. Provide a minimum of three feet (3') between doors to airlocks.

- D. If the Decontamination area is located within an area containing friable asbestos on overhead ceilings, ducts, piping, etc., provide the area with a minimum 1/4 inch hardboard or 1/2 inch plywood "ceiling" with polyethylene sheeting, at least 6 mil in thickness covering the top of the "ceiling".
- E. Visual Barrier: Where the Decontamination area is immediately adjacent to and within view of occupied areas, provide a visual barrier of opaque polyethylene sheeting at least 6 mil in thickness so that worker privacy is maintained and work procedures are not visible to building occupants. Where the area adjacent to the Decontamination area is accessible to the public, construct a solid barrier on the public side of the sheeting to protect the sheeting. Construct barrier with wood or metal studs covered with minimum 1/4 inch thick hardboard or 1/2 inch plywood. Where the solid barrier is provided, sheeting need not be opaque.
- F. Alternate methods of providing Decontamination facilities may be submitted to the Owner's Representative for approval. Do not proceed with any such method(s) without written authorization of the Owner's Representative.

2.4 CLEANING OF DECONTAMINATION UNITS:

- A. Clean debris and residue from inside of Decontamination Units on a daily basis or as otherwise indicated on Contract Drawings. Damp wipe or hose down all surfaces after each shift change. Clean debris from shower pans on a daily basis.
- B. If the Changing Room of the Personnel Decontamination Unit becomes contaminated with asbestos-containing debris, abandon the entire Decontamination Unit and erect a new Decontamination Unit. Use the former Changing Room as an inner section of the new Equipment Room.

END OF SECTION - 01563

SECTION 01701 - PROJECT CLOSEOUT (ASBESTOS)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for project closeout, including but not limited to:
1. Inspection procedures.
 2. Project record document submittal.
 3. Submittal of warranties.
 4. Final cleaning.
- B. Closeout requirements for specific construction activities are included in the appropriate Sections in Divisions-2 through - 16.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
1. Advise Owner of pending insurance change over requirements.
 2. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
 3. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.
- B. Inspection Procedures:
1. On receipt of a request for inspection, the Owner's Representative will either proceed with inspection or advise the Contractor of unfilled requirements.
 2. The Owner's Representative will prepare the Certificate of Substantial Completion following inspection, or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
 3. The Owner's Representative will repeat inspection when requested and assured that the work has been substantially completed.
 4. Results of the completed inspection will form the basis of requirements for final acceptance.

1.4 FINAL ACCEPTANCE

- A. Preliminary Procedures: Before requesting final inspection for Certification of Final Acceptance complete the following. List exceptions in the request.
1. Submit an updated final statement, accounting for final additional changes to the Contract Sum.

2. Submit a certified copy of the Owner's Representative's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Owner's Representative.
3. Submit final meter readings for utilities, and similar data as of the date of Substantial Completion, or when the Owner took possession of and responsibility for corresponding elements of the Work.
4. Submit a final liquidated damages settlement statement.
5. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

B. Reinspection Procedure:

1. The Owner's Representative will reinspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Owner's Representative.
2. Upon completion of reinspection, the Owner's Representative will prepare a Certificate of Final Acceptance, or advise the Contractor of work that is incomplete or of obligations that have not been fulfilled but are required for Final Acceptance.
3. If necessary, reinspection will be repeated.

1.5 RECORD DOCUMENT SUBMITTALS

A. General:

1. Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Owner's Representative's reference during normal working hours.

B. Record Drawings:

1. Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings.
2. Mark the set to show the actual installation where the installation varies substantially from the work as originally shown.
3. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings.
4. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
5. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the work.
6. Mark new information that is important to the Owner, but was not shown on Contract Drawings or Shop Drawings.
7. Note related Change Order numbers where applicable.
8. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.

C. Record Specifications:

1. Maintain one complete copy of the Project Manual, including addenda, and one copy of other written construction documents such as Change Orders and modifications issued in printed form during construction.
2. Mark these documents to show substantial variations in actual work performed in comparison with the text of the Specifications and modifications.
3. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation.
4. Note related record drawing information and Product Data.
5. Upon completion of the work, submit record Specifications to the Owner's Representative for the Owner's records.

D. Miscellaneous Record Submittals:

1. Refer to other Specification Sections for requirements of miscellaneous record keeping and submittals in connection with actual performance of the work.
2. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference.
3. Submit to the Owner's Representative for the Owner's records.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General:

1. General cleaning during construction is required by the General Conditions and included in Section "Temporary Facilities".

B. Cleaning:

1. Employ experienced workers or professional cleaners for final cleaning.
2. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program.
3. Comply with manufacturer's instructions.
4. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion.
5. Remove labels that are not permanent labels.
6. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition. Leave concrete floors broom clean.
7. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
8. Clean the site, including landscape development areas, of rubbish, litter and foreign substances. Sweep paved areas broom clean; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.

- C. Removal of Protection: Remove temporary protection and facilities installed for protection of the work during construction.
- D. Compliance:
 - 1. Comply with regulations of authorities having jurisdiction and safety standards for cleaning.
 - 2. Do not burn waste materials.
 - 3. Do not bury debris or excess materials on the Owner's property.
 - 4. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.
 - 5. Where extra materials of value remaining after completion of associated Work have become the Owner's property, arrange for disposition of these materials as directed.

END OF SECTION 01701

SECTION 01711 - PROJECT DECONTAMINATION (ASBESTOS)

PART 1 - EXECUTION

1.1 GENERAL:

- A. Work of This Section includes the decontamination of air in the Work Area which has been, or may have been, contaminated by the elevated airborne asbestos fiber levels generated during abatement activities, or which may previously have had elevated fiber levels due to friable asbestos-containing materials in the space.
- B. Work of This Section includes the cleaning, and decontamination of all surfaces (ceiling, walls, floor) of the Work Area, and all furniture or equipment in the Work Area.

1.2 START OF WORK:

- A. Previous Work: During completion of the asbestos abatement work specified in other sections, the Secondary Barrier of polyethylene sheeting will have been removed and disposed of along with any gross debris generated by the asbestos abatement work.
- B. Start of Work: Work of this section begins with the cleaning of the Primary Barrier. At start of work the following will be in place:
 - 1. Primary Barrier: Two layers of polyethylene sheeting on floor and two layers on walls.
 - 2. Critical Barrier: An airtight barrier between the Work Area and other portions of the building or the outside.
 - 3. Critical Barrier Sheeting: Over lighting fixtures and clocks, ventilation openings, doorways, convectors, speakers and other openings.
 - 4. Decontamination Units: For personnel and equipment in operating condition.
- C. Pressure Differential System: In operation.

1.3 FIRST CLEANING:

A. First Cleaning:

- 1. Carry out a first cleaning of all surfaces of the work area including items of remaining sheeting, tools, scaffolding and/or staging by use of damp-cleaning and mopping, and/or a High Efficiency Particulate Air (HEPA) filtered vacuum.
- 2. Do not perform dry dusting or dry sweeping.
- 3. Use each surface of a cleaning cloth one time only and then dispose of as contaminated waste.
- 4. Continue this cleaning until there is no visible debris from removed materials or residue on plastic sheeting or other surfaces.
- 5. Remove All Filters in Air Handling System(s) and dispose of as asbestos-containing waste in accordance with requirements of Section 02084 Disposal of Asbestos-Containing Waste Material.

B. SECOND CLEANING:

- 1. Second Cleaning: Carry out a second cleaning of all surfaces in the work area in the same manner as the first cleaning.
- 2. Encapsulation of substrate: Perform encapsulation of substrate from which asbestos-containing materials have been removed at this time. Maintain Pressure

Differential System in operation during encapsulation work. Perform work only after meeting the following requirements:

- a) Surfaces to be covered have met the requirements for a visual inspection in this section.
 - b) Airborne fiber counts in the Work Area are at or below 0.01 fibers per cubic centimeter as measured by phase contrast microscopy.
3. Removal of Primary Barriers:
 4. Immediately following the second cleaning of the Primary plastic, remove all Primary Barrier sheeting and Material Decontamination Unit, if there is one, leaving only:
 - a) Critical Barrier: Which forms the sole barrier between the Work Area and other portions of the building or the outside.
 - b) Critical Barrier Sheeting: Over lighting fixtures and clocks, ventilation openings, doorways, convectors, speakers, and other openings.
 - c) Decontamination Unit: For personnel, in operating condition.
 - d) Pressure Differential System: Maintain in continuous operation.

1.4 FINAL CLEANING:

- A. Final Cleaning: Carry out a final cleaning of all surfaces in the Work Area in the same manner as the previous cleaning.
- B. Encapsulation of substrate: Perform encapsulation of substrate or installation of spray-applied fireproofing before Removal of Work Area Isolation as specified below. Maintain Pressure Differential System in operation during encapsulation work.

1.5 VISUAL INSPECTION:

- A. After the work area is allowed to dry for 24 hours, a final visual inspection of the entire Work Area including: all surfaces, ceiling, walls, floor, decontamination unit, all plastic sheeting, seals over ventilation openings, doorways, windows, and other openings; will be performed. If any debris, residue, dust or other matter is found, repeat final cleaning and continue decontamination procedure from that point. When the area is visually clean, and if no residue, dust, or other materials are found, the visual inspection is complete.
- B. Lifts: Provide ladders, scaffolding, and lifts as required to provide access to all surfaces in the area to be subjected to visual inspection. Access is to allow touching of all surfaces.

1.6 FINAL AIR SAMPLING PCM:

- A. Phase Contrast Microscopy (PCM): After the Work Area is found to be visually clean, aggressive air clearance will take place. The air will be agitated by use of an electric-powered leaf blower. Maintain air disturbance with the use of box fans. Air samples will be collected and analyzed in accordance with the procedure for Phase Contrast Microscopy set forth in Section 01714 Work Area Clearance:
 1. If Release Criteria are not met, repeat Final Cleaning and continue decontamination procedure from that point.
 2. If Release Criteria are met, proceed to work of this Section on Removal of Work Area Isolation.

1.7 REMOVAL OF WORK AREA ISOLATION:

- A. After all requirements of this section and Section 01714 Work Area Clearance have been met:
1. Shut down and remove the Pressure Differential System. Seal HEPA filtered fan units, HEPA vacuums and similar equipment with 6 mil polyethylene sheet and duct tape to form a tight seal at intake end before being moved from Work Area.
 2. Remove Personnel Decontamination Unit.
 3. Remove the Critical Barriers separating the Work Area from the rest of the building. Remove any small quantities of residual material found upon removal of the plastic sheeting with wet wiping, HEPA filtered vacuum cleaners and local area protection. If significant quantities, as determined by the Owner's Representative, are found then the entire area affected shall be decontaminated as specified in Section 01711 Cleaning & Decontamination Procedures.
 4. Remove all equipment, materials, debris from the work site.
 5. Dispose of all asbestos-containing waste material as specified in Section 02084 Disposal of Asbestos Containing Waste Material.

END OF SECTION - 01711

SECTION 01712 - CLEANING AND DECONTAMINATION PROCEDURES (ASBESTOS)**PART 1 - GENERAL****1.1 RELATED DOCUMENTS:**

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

1.2 DESCRIPTION OF THE WORK:

- A. The work includes the removal of any asbestos-containing debris that has fallen from insulation, firestop, etc. The work includes:
1. Removal and disposal of visible debris.
 2. HEPA vacuuming the floor located in the vicinity of the material.
 3. Proceed with one layer of 6 mil poly on the ground under glovebag operations.

PART 2 PRODUCTS (NOT APPLICABLE)**PART 3 EXECUTION****3.1 GENERAL:**

- A. Complete the following before start of work of this section:
1. 01527 - Regulated Areas
 2. 01562 - Respiratory Protection

3.2 WET CLEANING:

- A. Accomplish wet cleaning during decontamination with paper towels or disposable rags:
1. Immerse paper towel or rag in container of water with surfactant, or diluted removal encapsulant;
 2. Wring out;
 3. Fold into quarters;
 4. Wipe surface once and refold to a fresh face of cloth. Proceed in this manner until all available faces of paper towel or rag have been used;
 5. Dispose of paper towel or rag,
 6. Do not place rag back in container to rinse out or for any other purpose. If a used towel or rag comes in contact with water, empty container and refill.
 7. Material adhered to a surface with removal encapsulant may require the application of additional removal encapsulant to facilitate cleaning.

3.3 REMOVAL OF ASBESTOS-CONTAINING DEBRIS

- A. Work of this Section is limited to the cleanup of a small quantity of amassed debris which has fallen from an architectural finish or thermal insulation on pipes and other thermal equipment.
- B. Remove asbestos-containing debris and decontaminate the area involved using the following sequence:

1. Shut down all ventilation into room.
2. Start HEPA vacuum before entering the area.
3. Use the HEPA vacuum to clean a path at least 6 feet wide from the entry point of the work area to the site of the fallen material.
4. Remove all small debris with the HEPA vacuum.
5. HEPA vacuum surfaces of all pieces too large to be removed by the suction of the HEPA vacuum.
6. Pick up such pieces and place in the bottom of a 6 mil polyethylene disposal bag conforming to the requirements of Section 02084 Disposal of Asbestos-Containing Waste Material. Place pieces in the bag without dropping and avoiding unnecessary disturbance and release of material.
7. Remove all remaining visible debris with HEPA vacuum.
8. HEPA vacuum an area 3 feet beyond the location in which any visible debris was found in two directions each at right angles to the other.
9. Place a 6 mil polyethylene drop cloth in accordance with Section 01527, Local Area Protection, immediately on top of the HEPA vacuumed area before performing any repair work on site from which fall-out occurred.
10. HEPA vacuum the site from which material fell removing all loose material which can be removed by the vacuums suction.
11. Repair or remove remaining material.
12. HEPA vacuum ladder and/or any tools used and pass out of the work area.

3.4 CLEANING AND DECONTAMINATING OBJECTS

- A. Perform all work of decontaminating objects wherever possible on a plastic drop sheet installed in conformance with Section 01527.
- B. HEPA vacuum all surfaces of object and immediate area before moving the object.
- C. Pick-up object, if possible, and HEPA vacuum all surfaces.
- D. Hand to off-sheet worker who will wet-clean object, if possible, and place in storage location.
- E. Decontaminate area where object was located by HEPA vacuuming twice, in two perpendicular directions. Wet clean if necessary to remove any debris.
- F. Return object to its original location.

END OF SECTION - 01712

SECTION 01714 - WORK AREA CLEARANCE (ASBESTOS)**PART 1 - GENERAL****1.1 RELATED DOCUMENTS:**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division - 1 Specification Sections, apply to work of this section.
 - 1. Visual Inspection: required as a prerequisite of air testing, is set forth in Section 01711 Project Decontamination.
 - 2. Air Monitoring: performed by the Owner during abatement work.

1.2 CONTRACTOR RELEASE CRITERIA:

- A. The Asbestos Abatement Work Area is cleared when the Work Area is visually clean and airborne asbestos fiber concentrations have been reduced to the level specified below.

1.3 VISUAL INSPECTION:

- A. Work of this Section will not begin until the visual inspection described in Section 01711 Project Decontamination is complete and has been certified by the Project Administrator.

1.4 AIR MONITORING:

- A. To determine if the elevated airborne asbestos structure concentration encountered during abatement operations has been reduced to the specified level, the Owner will secure samples and analyze them according to the following procedures.
 - 1. PCM samples will be secured as indicated below.
 - 2. Work Area Clearance: final clearance samples will be taken using aggressive sampling technique as per Texas Department of Health Regulations. Upon meeting the PCM Clearance requirements the work of Section 01711 Project Decontamination can continue.

1.5 PHASE CONTRAST MICROSCOPY:

- A. In each homogeneous Work Area after completion of all cleaning work, a minimum of 5 samples will be taken and analyzed according to NIOSH METHOD 7400.
- B. Release Criteria: Decontamination of the work site is complete when every Work Area sample is at or below 0.01 fibers/cc. If these conditions are not met then the decontamination is incomplete and the cleaning procedures of Section 01712 shall be repeated.

1.6 LABORATORY TESTING:

- A. PHASE CONTRAST MICROSCOPY:

1. The services of a testing laboratory will be employed by the Owner to perform laboratory analysis of the air samples. A microscope and technician will be set up at the job site, so that verbal reports on air samples can be obtained immediately. A complete record, certified by the testing laboratory, of all air monitoring tests and results will be furnished to the Owner's Representative, the Owner and the Contractor.

END OF SECTION - 01714

SECTION 02072 - LEAD ABATEMENT PROCEDURES

PART 1 - GENERAL

1.1 GENERAL

- A. Contractors must be familiar with the contents of this document, included but not limited to the following:
 - 1. Worker Protection
 - 2. All types of Lead-Based Paint (LBP) Testing
 - 3. Acceptable and unacceptable abatement methods
 - 4. Measures for control and containment of lead dust and debris
 - 5. Disposal requirements
- B. In addition, the Contractor must be able to substantiate sufficient prior de-leading experience and/or education providing same with the foresight of the prevailing LBP abatement techniques and safety practices contained herein.
- C. Contractors should be experienced in guidelines for control and the handling of toxic and hazardous materials and protection of the environment and the health of all occupants and workers, as per applicable EPA, OSHA, and NIOSH regulations.

1.2 SCOPE

- A. This portion of the work covers the removal and legal disposal of various materials which contain lead-based paint (LBP) as outlined in **Section 01013**.
- B. The Contractor shall provide all labor, materials, equipment, services, testing, supervision, and incidentals necessary to perform work of lead-based paint abatement or removal of items bearing lead-based paint under this contract in accordance with the following specifications.
- C. The following methods shall be adhered to during the abatement activities. Any deviation from this list shall require Consultant's prior approval:
 - a) HEPA vacuum visible debris in vicinity of proposed containment area.
 - b) HEPA vacuum loose lead-based paint from exterior surface of all painted ceilings and walls. Wash down with a 5% trisodium phosphate solution and remove loose paint chips.
- D. **APPLICABLE REGULATIONS, CODES AND STANDARDS**
 - 1. The Contractor shall acknowledge that he is aware of and will maintain strict compliance with all regulations, codes, standards, and ordinances governing the performance of his work. Furthermore, the Contractor shall be responsible for any failure to comply with applicable documents.
 - 2. Applicable documents include but are not limited to the following:
 - a) OSHA 29 CFR 1926.62, Lead Exposure in Construction (Interim Final Rule);
 - b) OSHA 29 CFR 1910.1025, Lead, General Industry;

- c) OSHA 29 CFR 1910.1200, Hazard Communication;
 - d) OSHA 29 CFR 1910.134, Respiratory Protection;
 - e) OSHA 29 CFR 1910.145, Specifications for Accident Prevention Signs and Tags;
 - f) OSHA 29 CFR 1926.59, Hazard Communication;
 - g) US HUD, "Lead-Based Paint: Interim Guidelines for Hazard Identification and Abatement in Public and Indian Housing", September 1990;
 - h) Lead-Based paint Hazard Elimination; Interim Rule Title 24, Part 35, 905, 941, 965, and 968 of the Code of Federal Regulations; and
 - i) EPA 40 CFR 261, Resource Conservation and Recovery Act (RCRA.)
3. The most current issue of each document shall apply. Where conflict among requirements or with these specifications exists, the more strict or stringent requirement or interpretation shall apply.
 4. The Contractor shall provide at least one copy of any applicable EPA, OSHA, State or City regulation, code, or ordinance at the site available for review.
 5. Nothing is intended to relieve the Contractor of any responsibility for compliance with state or local laws, ordinances, codes or regulations governing lead-based abatement. Where state and local requirements are more stringent than the Federal regulations, those state and local requirements must be followed by the Contractor.

1.3 NOTICES AND SUBMITTALS

- A. Prior to commencing of the work, the Contractor shall provide to the Owner's Representative and OEHS:
 - a) The names and addresses of certified workers responsible for performing the lead paint abatement operations;
 - b) Assurance that the results of worker medical examinations for blood lead level tests are below OSHA guidelines;
 - c) Worker lead abatement training certificates;
 - d) Material Safety Data Sheets (MSDSs) for products and chemicals to be used for abatement or stored at the job site, so that wasted can be properly identified;
 - e) Name of testing laboratory to be used for analytical testing of waste materials generated as a result of this project;
 - f) The starting and completion dates of the abatement work; and
 - g) Detailed Work Plan documenting the techniques used to comply with these specifications and applicable regulations.
 - (1) Location and layout of decontamination areas;

- (2) Sequencing of the work activities;
 - (3) Interface of trades involved in the work;
 - (4) Work schedule including work shift time and number of employees;
 - (5) Methods to be used to assure the safety of workers and visitors to the site;
 - (6) Product name and description of equipment and products utilized for removal operations;
 - (7) Air monitoring sample analyses;
 - (8) Plan for decontamination and personal hygiene facilities for workers.
2. Before abatement operations may commence, the Contractor shall submit his Work Plan to the Owner's Representative for review and approval.
 3. During performance of the work, the Contractor shall provide to the Owner's Representative:
 - a) Results of OSHA compliance air sampling conducted on Contractor's employees.
 - b) Daily Log.

1.4 DAILY LOG

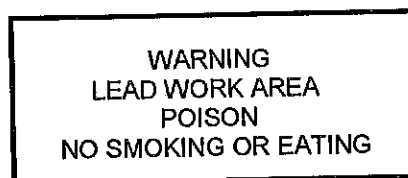
A. The Contractor shall maintain a project log book which will, at a minimum, contain and conform to the following:

1. Documentation of all notices and submittals
2. Permits
3. Medical records - proof of employee physicals
4. Emergency notification data
5. Respiratory fit test records for workers on the project.
6. Training records for workers on the project.
7. Sign-in log, filled out daily or as required:
 - a) Name
 - b) Time entered/exited
 - c) Affiliation and purpose
 - d) Date

- e) Description of activity performed
- f) Description of daily work performed
- g) Any damages to the structure
- h) Any accidents (including minor accidents)
- i) Results of any air samples collected by the Contractor
- j) Signature of the Contractor's on-site project superintendent.

1.5 SIGNAGE

- A. At least 24 hours before starting removal or handling of lead-painted components, the Contractor shall establish a regulated work area around the contaminated equipment and shall display a warning sign(s), as appropriate.



1.6 CONTROL OF ACCESS

- A. No one may enter or remain in a regulated work area at any time during a lead abatement procedure which involves the on-site removal of lead paint, unless that person is:
1. The Contractor engaged in lead abatement procedure and his employees.
 2. The Owner's Representative's Representative or a state or local enforcement official or his designee.

1.7 WORKER PROTECTION

- A. The Contractor shall insure that his employees are protected in accordance with all applicable federal, state and local standards. Regulatory exposure limits are outlined in TABLE 1:
- B. The following procedures and protocols shall apply to all LBP removal:
1. Prior to completion and submittal by the Contractor of the Exposure Assessment for this project and its approval by the Owner's Representative, exposure levels for workers shall be assumed by task, and interim protective measures shall be implemented. Personal air samples representative of a full shift including at least one sample for each job classification in each work area either for each shift or for the shift with the highest exposure level shall be collected and analyzed.
 2. Per TABLE 2, Interim Protective Measures Based on Work Activity Type, Lead Safety and Health Plan:

- a) Minimum respiratory protection for work assumed to result in interim exposure levels between 50 and 500 $\mu\text{g}/\text{m}^3$ is a half facepiece respirator with HEPA filters.
- b) Personal protective equipment provided by the Contractor shall include disposable clothing, e.g., TYVEK, for workers.
- c) Hygiene facilities including 2-chamber "clean" and "dirty" decontamination areas, showers, handwashing facilities, and lead-free eating facilities shall be provided.
- d) Waste water from showers and hand washing facilities shall be collected, filtered through a system capable of trapping particles 5 microns or larger, and disposed of into a local sanitary sewer system.
 - (1) It is the Contractor's responsibility to comply with any local wastewater systems' regulations regarding the disposal of wastewater from lead abatement activities.
 - (2) In the event contaminated water leaks from the work area, storage areas, trash receptacle, etc., the areas and surfaces coming in contact with the contaminated water shall be considered contaminated. Proper clean-up procedures shall commence at once.
 - (3) The Contractor is advised that discharges of lead into the water or in locations where it could be carried by rain water into storm sewers or bodies of water are strictly prohibited and shall be considered a violation of the Clean Water Act.
- e) Initial biological monitoring is required for interim work activities.
- f) Training of workers regarding Hazard Communication, use of respirators, and safety and health issues is required.
 - (1) After review and approval by the Owner's Representative of the Contractor's Exposure Assessment, worker protection measures shall be based on measured exposure levels and shall be per the Lead Safety and Health Plan and associated Lead Compliance Program.
- g) Respiratory protection of workers shall be per TABLE 3, Protective Measures Based on Measured Exposure, Lead Safety and Health Plan:
 - (1) All workers inside the work area shall wear the proper respirator for the lead dust level generated.
 - (2) Workers must be properly trained in the use, care, and maintenance of respirators. Contractor shall provide documentation for workers showing that all workers have been fit tested for respirator usage in accordance with Contractor's formal, written Respiratory Protection Program.
- h) Personal protective equipment of workers shall be per TABLE 3, Protective Measures Based on Measured Exposure, Lead Safety and Health Plan.

- (1) Workers will wear full body disposable suits with hoods and booties. A TYVEK or similar type of suit may be worn. Suits will be worn in the work area at all times after the pre-abatement inspection and shall remain in use until the area passes final clearance inspection. Light-weight nylon clothes may be worn under the disposable suit, but these underclothes must be changed before leaving the work area and should be laundered separately.
 - (2) Goggles with side shields will be worn when working with a material that may splash or fragment, or if protective eye wear is specified on the MSDS for that product.
 - (3) Additional respiratory protection by supplemental filters, such as organic vapor cartridges, may be needed when handling some coating products. The Contractor shall consult the MSDSs for the product(s) and shall obtain the proper filters as necessary.
- i) Decontamination and personal hygiene practices for workers shall be in accordance with applicable regulations and these specifications. Contractor shall provide "wet" decontamination enclosures for areas of LBP removal. At least one such enclosure shall be constructed on each floor. The Contractor may use the same decontamination enclosure for removal of asbestos and LBP.
 - j) Provide suitable Personnel Decontamination Unit consisting of a serial arrangement of connected rooms or spaces, with a minimum of a Changing Room, Shower Room, and Equipment Room. Require all persons without exception to pass through this decontamination unit for entry into and exiting from the work area for any purpose. Do not allow parallel routes for entry or exit. Provide temporary lighting within decontamination units as necessary to reach a lighting level of 100 foot candles.
 - k) Provide a completely water tight operational shower to be used for transit by cleanly dressed workers heading for the Work Area from the Changing Room, or for showering by workers headed out of the work area after undressing in the equipment room.
 - l) Personal hygiene practices by all workers in compliance with applicable regulations shall be enforced by the Contractor:
 - (1) No eating, drinking, or use of tobacco shall be allowed in the work area. The Contractor shall provide a clean space, separated from the work area, for eating and drinking purposes.
 - (2) Disposable clothing, such as TYVEK suits, and other personal protective equipment (PPE) must be donned prior to entering the work area. A clean room will be provided by the Contractor for workers to put on suits and other personal protective equipment and to store their street clothes. Disposable suits shall be used once, then shall be properly discarded.
 - (3) All workers must wash upon leaving the work area in a wash facility provided by the Contractor. Wash facility will consist of, at least, running potable water, towels, and a HEPA vacuum. Upon leaving

the work area, each worker will wash and dry face and hands, HEPA vacuum clothes, and remove and dispose of the work suit as contaminated waste.

- (4) Lavatory facility must be provided by the Contractor and should be located outside the regulated work area. The eating and drinking area, the clean room, and the lavatory facility must be maintained in a clean and orderly fashion at all times. The Contractor will provide portable lavatories when needed and will disinfect them daily.
- m) If worker exposure to airborne lead exceeds $50 \mu\text{g}/\text{m}^3$ (PEL),
 - (1) Contractor must provide showering facilities. Shower water must be heated. All water must be collected and tested for hazardous wastes before disposal.
 - (2) All workers must shower upon leaving the work area.
 - (3) Decontamination shall be in three stage, i.e., Dirty Room - Airlock, Shower - Airlock, Clean Room.

1.8 CONTROL OF EMISSION AND DUST

- A. When handling/abating lead-contaminated building components outdoors, Contractor shall spread a minimum 10-mil polyethylene sheet beneath the work area under the component to be removed. The drop cloth shall extend a minimum of 3 ft. from the wall for every 10 ft. of vertical distance involved in the work. Lateral distance along the wall should match this distance on either side of the work area.
- B. Barriers shall have:
 - 1. Wood or metal studs, 16 in. on-center, faced with 3/8 in. plywood sheeting on work side only, and
 - 2. Both sides of barrier covered with at least one layer of 6-mil plastic sheet with joints staggered and sealed with tape. Edges of barrier connected to floor, walls, and ceiling shall be secured and sealed airtight.
- C. Interior Containment: Minimize creation of lead-contaminated dust and airborne particles by using methods and procedures that create the least amount of dust, in accordance with the Lead Compliance Program, including the utilization of HEPA filter on tools that have the potential for creating dust and airborne contamination.
- D. Isolate the work area from all adjacent areas or systems of the building with a pressure differential that will cause a movement of air from outside to inside at any breach in the physical isolation of the work area.
- E. Continuously maintain the work area at an air pressure that is lower than that in any surrounding space in the building, or at any location in the immediate proximity outside of the building envelope. This pressure differential when measured across any physical or critical barrier must equal or exceed a static pressure of 0.03 inches of water. Accomplish the pressure differential by exhausting a sufficient number of HEPA filtered fan units from the work area. The number of units required will depend on machine characteristics, the seal at barriers, and required air circulation. Vent HEPA filtered fan units to outside of building unless authorized in writing by Owner's Representative.

- F. When installing component(s) on lead-painted surfaces, Contractor shall exercise care to avoid dislodging any flaking paint from the substrate.
- G. Plastic drop cloths, contaminated paper towels, and other dust and debris generated during the abatement shall be carefully folded into the plastic sheeting to avoid shaking dust from the surface. Folded plastic sheeting shall be deposited for temporary storage and testing in a disposal bag.

1.9 AIR MONITORING, INSPECTION AND FINAL CLEARANCES

- A. The Contractor shall be responsible for compliance air monitoring of his workers, per OSHA regulation and as detailed in the Lead Safety and Health Plan.
- B. The Contractor is responsible for conducting the Exposure Assessment for the project. Personal air samples representative of a full shift including at least one sample for each job classification in each work area either for each shift or for the shift with the highest exposure level shall be collected and analyzed. Air samples should be taken in accordance with NIOSH Method 7082, or equivalent.
- C. Worker exposure levels shall be evaluated with respect to the OSHA Action Level ($30 \mu\text{g}/\text{m}^3$) and the Permissible Exposure Level ($50 \mu\text{g}/\text{m}^3$) as 8-hour Time-Weighted Averages. If measured exposure levels exceed the criteria set for respiratory protection and personal protection of workers, the Contractor shall stop work, shall notify the Owner's Representative, shall attempt to correct and control the operation to reduce the elevated contamination dust levels, and shall change protective measures for workers to the next higher level of protection (see TABLE 3) before re-assuming operations.
- D. After Contractor has completed final clean-up, and performed a visual inspection, the Consultant will perform a detailed visual inspection. All surfaces will be examined for the presence of dust or debris, especially flat surfaces. If dust or debris is found, Contractor shall reclean the entire work area and a repeat of the detailed visual inspection will occur.
- E. When the post abatement visual inspection has been completed, surface wipe sampling, using commercial wipes moistened with a non-alcohol wetting agent, shall be conducted by the Consultant. A minimum of three wipe samples will be collected and analyzed for each work area. Further cleaning will be required in any area where the result is in excess of 800 milligrams per square foot.
- F. The Owner will pay for the first set of wipe samples. The Contractor is responsible for payment of all subsequent tests, at a cost of \$150 per wipe sample.
- G. The Owner's Representative may provide other independent wipe testing and air monitoring services during the conduct of the project.

PART 2 - PRODUCTS

2.1 CLEANING SOLUTIONS

- A. Contractor shall provide solution containing at least one ounce of five percent trisodium phosphate per each gallon of water.

2.2 DISPOSAL

- A. Disposal bags shall be, as a minimum, individual, 6 mil thick, leak-tight, manufactured polyethylene bags.
- B. Polyethylene wrap shall be 6 mil and 10 mil polyethylene sheeting.
- C. Disposal drums shall meet US Department of Transportation (DOT) regulations for disposal of respective waste(s) generated.
- D. Disposal labels shall identify waste materials (before TCLP testing.) Hazardous wastes shall be identified as such in compliance with RCRA regulations for hazardous materials.

PART 3 - EXECUTION

3.1 METHODS OF ABATEMENT

- A. Removal: (Reserved)
- B. Abrasion: Remove lead-based paint by machine sanding, using a high efficiency particulate air (HEPA) filtered dust collection attachment.
 - 1. Sanders shall be of the dual action, rotary action, orbital or straight line system type, fitted with a HEPA dust pick-up system.
 - 2. Air compressors utilized to operate this equipment shall be designed to continuously provide 90 to 110 psi or as recommended by the manufacturer.
 - 3. Sanding shall only be done on flat surfaces which allow the HEPA dust collection system to come into tight contact with the surface being sanded. Surfaces to be sanded shall be wide enough to allow maximum efficiency of the HEPA dust collection system.
 - 4. All lead-based paints shall be removed down to the bare substrate surface. In cases where some pigment may remain embedded in wood grain and similar porous substrate, care shall be taken to avoid damage to the substrate with the sanding machine.
- C. Heat Blower Gun: Remove lead-based paint by heat, using a heat blower gun followed by scraping.
 - 1. Electrically operated, heat-blower gun shall be a flameless electrical paint softener type. Heat-blower shall have electronically controlled temperature settings to allow usage below a temperature of 700°F. Heat-blower shall be DI type (non-grounded) 120v, AC application. Heat-blower shall be equipped with various nozzles to cover all common applications (cone, fan, glass protector, spoon reflector, etc.)
 - 2. Hot air stream from the heat-blower gun shall be directed at the painted surface and the paint allowed to blister and soften. Considerable lead is volatilized from lead-based paint and lead fumes are released at approximately 700°F. Heat-blower shall not be operated above 700°F and respirator protection is required for all persons in the work area.
 - 3. Softened paint shall be removed down to the substrate surface as completely as possible by scraping and/or brushing. In cases that some pigment may remain embedded in wood grain and similar porous substrate, care shall be taken to avoid damage to the substrate with the scraping or brushing.

4. Care shall be taken to protect glass in windows and doors, and adjacent areas from damage from thermal stresses induced by the concentrated heat of the heat-blower gun. Damages to non-protected glass and adjacent areas from thermal stresses shall be repaired at the Contractor's expense.
- D. On-Site Chemical Removers: The following is not a recommended method. However, the Contractor may use this method, but only with the Consultant's prior approval.
1. Remove lead-based paint by scraping and/or brushing after the paint has been softened by the application of a chemical stripping agent. Exterior applications may be removed by water jet washing method on masonry substrates only.
 2. Chemical removers shall contain no methylene chloride products.
 3. Chemical removers shall be compatible with, and not harmful, to the substrate that they are applied to.
 4. Chemical removers used on masonry surfaces shall contain anti-stain formulation that inhibits discoloration of stone, granite, brick and other masonry construction.
 5. Chemical removers used on interior surfaces shall not raise or discolor the surface being abated.
 6. Chemical stripping agent neutralizers may be used on exterior surfaces only. Neutralizers shall be compatible with and not harmful to the substrate they are applied to. Neutralizers shall be compatible with the stripping agent that has been applied to the surface substrate.
 7. Chemical stripping agents and neutralizers shall be applied in accordance with the recommendations of the manufacturer. Stripping agents shall not be allowed to penetrate wood or other fibrous substrates. Softened paint shall be removed by scraping or wire brush.
 8. Contractor shall protect adjacent areas from damage from stripping agent during the course of work. Damages to non-protected adjacent areas from stripping agent shall be repaired at the Contractor's expense.
- E. Enclosure of Exterior Substrate: (Reserved)

3.2 CLEAN UP OF WORK AREA

- A. Clean-up shall be performed by lead abatement workers as follows:
1. After the abatement work has been completed, remove all debris and dispose of it in designated containers:
 2. Deposit all lead-contaminated waste, including sealing tape, plastic sheeting, mop heads, sponges, filters, and disposable clothing, etc. in double plastic bags, at least 6 mil thick or single 10 mil thick, and seal the bags;
 3. Wrap disassembled lead-painted building components (door sections, handrails, pipe sections) in two layers of minimum 6 mil polyethylene sheeting, secure and seal with tape, label as waste, and temporarily store for testing and disposal.

4. HEPA vacuum clean all surfaces in the interior work area including woodwork, metal work, walls, windows, floors, ceilings, steps, etc.;
5. After vacuum cleaning, phosphate wash all floors in the work area with a solution containing at least 1 ounce of 5 percent trisodium phosphate to each gallon of water;
6. After floor washing has dried, HEPA vacuum clean surfaces until no visible residue remains;
7. After all the work is completed, but before release of the work area, perform final clean-up and request that DOE personnel conduct the wipe test(s) for final clearance.

3.3 WASTE DISPOSAL

- A. The Contractor shall remove daily all lead waste from the work area.
- B. The Contractor shall be responsible for removing, controlling, waste materials, all treated as hazardous waste until classification through testing is completed. This includes not only solid wastes but also waste water generated from interim and final clean-up.
 1. During the actual abatement, the Contractor shall not leave debris in the work area or adjacent property, incinerate debris, dump waste into landfills, or introduce lead-contaminated water into storm or sanitary sewers.
- C. For disposal of waste materials, the requirements of the Resource Conservation and Recovery Act (RCRA) as well as applicable state and local solid waste plan requirements shall be complied with.
 1. Testing of lead-contaminated waste materials per the US EPA's Toxicity Characteristics Leaching Procedure (TCLP) will be conducted.
 2. If the TCLP results equal or exceed 5.0 mg/l of lead, the waste must be handled as hazardous waste, to be transported to a licensed treatment, storage, and disposal facility (TSDF).
 3. If the TCLP results are below the regulatory threshold of 5.0 mg/l, the wastes are not considered as being hazardous and can be disposed of as construction debris.
 4. Results of TCLP testing and analysis will be submitted to the Consultant before disposal of the particular waste stream.
 5. The following waste materials will be tested to determine whether or not they are hazardous wastes:
 - a) Paint chips (having a lead concentration greater than 1% is considered a hazard);
 - b) Waste water;
 - c) Dust from HEPA filters and from damp sweeping;
 - d) Paint and plaster removed from building;

- e) Plastic sheets, duct tape, or tape used to cover floors and other services during the lead-based paint removal;
 - f) Solvents and caustics used during the stripping process;
 - g) Liquid waste, such as wash water used to decontaminate wood after solvents have been used, and liquid waste water from exterior water blasting;
 - h) Rags, sponges, mops, HEPA filters, respirator cartridges, scrapers, and other materials used for testing, abatement and cleanup;
 - i) Disposable work clothes and respirator filters;
 - j) Any other items contaminated with lead-based paint.
6. Non-hazardous solid wastes shall be placed in double (6 mil) or single (10 mil) polyethylene bags that are air tight and puncture resistant.
- a) The Contractor shall contain and properly dispose of all liquid waste, including lead-dust contaminated wash water.
 - b) Exteriors of all containers and disposal bags shall be HEPA vacuumed prior to their removal from the work area and shall be wet wiped. Containers and bags should then be moved into the designated storage area.
 - c) The Contractor shall carefully place the containers into a truck or dumpster used for disposal.
7. Disposal of Hazardous Waste (as determined by analytical testing): The Contractor shall be required to comply with the RCRA regulations.
- a) Lead-contaminated debris shall not be stored in the work area while awaiting testing and removal. A temporary hazardous waste storage area shall be designated and managed for storage, in compliance with all federal, state, and local regulations.
 - b) Waste containers used will comply with EPA and DOT regulations for containers used in storing and hauling hazardous wastes.
 - c) If the Contractor is not a certified hazardous waste transporter, a subcontract shall be entered into with a certified transporter to move the hazardous wastes. The third party hauler shall be required to follow RCRA regulations, and all manifestation of the transport and disposal of the hazardous wastes shall be completed and submitted to the Owner's Representative.
 - d) Copies of transport and disposal manifests shall be submitted to the Owner's representative for distribution to Owner's Project Management team and Environmental Management and Hazardous Waste Program.

3.4 POST ABATEMENT SUBMITTALS

- A. The Contractor shall provide a total of 5 copies of each submittal. The submittals will be provided to the Owner's Representative for distribution to Owner's Project Management team, and OEHS. Each set of submittals will be bound using three-hole punch paper.
- B. The Contractor shall submit to the Owner's Representative copies of all manifests for the transportation and disposal of solid and hazardous wastes generated.
- C. The Contractor shall submit to the Owner's Representative marked-up as-built drawings showing in bold letters that all components with surfaces with lead paint have been removed or abated and describing such locations.
- D. The Contractor shall submit to the Owner's Representative copies of all records indicating that the renovation work has been performed in compliance with applicable regulation, these specifications, and the Lead Safety and Health Plan.

PART 4 - LEAD SAFETY AND HEALTH PLAN

4.1 PURPOSE

- A. Inorganic lead is a systemic poison that adversely affects the blood, nervous and urinary (kidney) systems, the reproductive system for both males and females, and poses risks to the fetus. Exposure to inorganic lead in the oil industry stems primarily from activities involving lead-based paints which have been used in almost every field location at some time or other. This Lead Safety and Health Plan establishes the procedures required for workers when performing work activities where inorganic lead is present.

4.2 REFERENCES

- A. OSHA 29 CFR 1926.62, Lead Exposure in Construction (Interim Final Rule)
- B. OSHA 29 CFR 1910.1025, Lead, General Industry
- C. OSHA 29 CFR 1926.350-354, Welding, Cutting and Heating
- D. OSHA 29 CFR 1910.134, Respiratory Protection
- E. OSHA 29 CFR 1926.59, Hazard Communication
- F. US HUD, "Lead-Based Paint: Interim Guidelines for Hazard Identification and Abatement in Public and Indian Housing", September 1990

4.3 COVERED ACTIVITIES

- A. This Plan covers all work activities that involve materials containing greater than 0.05% or 1.0 mg/cm² inorganic lead. This Plan is not applicable to organic lead, such as lead alkyls.
- B. Work activities that are specifically covered by this Plan include, but are not limited to new construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, including:
 1. Spray painting with lead paint;
 2. Abrasive blasting lead-containing paint or rust of scale from equipment that has been in lead alkyl service (e.g., leaded gasoline); and
 3. Welding, cutting, torch burning on surfaces with lead-based paints.
 4. Removal or encapsulation of lead-containing materials.

5. Demolition or salvage of structures with lead-containing materials.
6. Installation of products containing lead.
7. Cleanup activities associated with abrasive blasting lead paint.
8. Transportation, disposal, storage, or containment of lead-containing materials.
9. Maintenance activities where there is the possibility of exposure to lead-containing measures.

4.4 WRITTEN COMPLIANCE PROGRAM

- A. A written compliance program is required for any job where workers may be exposed to lead.
- B. The program shall be specific project oriented.
- C. The compliance program shall, at a minimum, cover in detail the elements included in this Plan.
- D. A competent person shall be assigned responsibility for the project and the implementation of the compliance program and shall make frequent inspections of the project to assure compliance with the written program.
- E. The competent person shall be capable of identifying and/or predicting lead hazards on the job, and shall have the authorization to take corrective measures to remediate such hazards.

4.5 EXPOSURE LIMITS

- A. Certain exposure levels shall be assumed, and interim protective measures shall be implemented, for certain work activities until an exposure assessment has been made.
 1. These work activities and the assumed exposure levels are summarized in Sections H.2 and H.3, and TABLE 2.
- B. A Regulated Area shall be established in areas that exceed or can be reasonably expected to exceed the PEL without regard for the use of respirators, or where interim protective measures are required.

4.6 EXPOSURE MONITORING

- A. Initial monitoring must be conducted for all lead-related activities. Representative breathing zone measurements shall be made in accordance with OSHA regulations (29 CFR 1926.62).
 1. Initial monitoring is still required for the specific activities where interim protective measures have been implemented.
- B. Periodic monitoring shall be conducted based on the initial monitoring results according to the following schedule:
 1. TWA < 30 $\mu\text{g}/\text{m}^3$ (TWA < Action Level): None required.
 2. $\mu\text{g}/\text{m}^3$ < TWA < 50 $\mu\text{g}/\text{m}^3$ (AL < TWA < PEL): Every 6 months.

3. TWA > 50 µg/m³ (TWA exposure > PEL): Quarterly.
 4. Periodic monitoring frequency may be reduced or curtailed based on the results of two consecutive measurements taken at least 7 days apart.
- C. Monitoring data collected by the Contractor within the past 12 months may be used as the exposure assessment provided the conditions under which the data were collected are representative of the current project, such as:
 - D. Processes, type of material, control methods, work practices, and environmental conditions are similar to the current project.
 - E. Workers shall be notified of the sampling results within 5 working days of completion of the exposure assessment.
 - F. Workers or designated representatives may observe monitoring.

4.7 PROTECTIVE MEASURES

- A. Protective measures are required if workers' measured exposures are greater than the PEL.
- B. A summary of the protective measures required based on actual exposure data is given in TABLE 3.
- C. Interim Protective Measures are required for certain work activities involving lead. An exposure level is "assumed" and appropriate worker protection measures must be implemented until the actual exposure is determined.
 1. The most common work activities where interim worker protection measures are required upon commencement of the work include:
 - a) Spray painting with lead paint, manual demolition, manual scraping;
 - b) Using a power tool to remove lead without a collection system, cleanup of lead contamination or of dry abrasive blasting materials containing lead.
 - c) Abrasive blasting lead-containing materials, welding, cutting, or torch burning on lead-containing materials.
 2. After the actual exposure level has been determined, and if the work activity is still on-going, the protection measures can be "tailored" to meet the requirements for the exposure level. Generally, respiratory protection requirements will be the major item of change once the actual exposure is determined. Additional measures such as showers and additional medical surveillance may be required if exposure >PEL is confirmed.
- D. A summary of the interim protective measures required based on specific work activity is given in TABLE 2.
- E. Respiratory protection shall be provided in accordance with TABLES 1 and 3.
 1. Powered Air Purifying Respirators (PAPR) shall be provided for half-facepiece respirators at the worker's request.
 2. When abrasive blasting in an open area, any worker within 50 ft of the operator shall have the equivalent respiratory protection as the operator.

F. Personal protective clothing

1. Disposable clothing, e.g., TYVEK, shall be provided.
2. Dedicated, re-usable clothing may be provided but must be laundered according to the schedule in TABLE 1.

G. The following hygiene facilities shall be provided:

1. Change areas segregated into a “clean” and “dirty” side to prevent cross-contamination.
2. A wet decontamination facility shall be constructed in each work area.
3. Reasonably accessible handwashing facilities must be provided for all lead work activities.
4. Eating facilities shall be provided outside of the area of contamination and shall be kept as free of lead contamination as practicable.

H. Specific worker hygiene practices are covered in detail in the written Compliance Program and shall be enforced by the employer.

4.8 MEDICAL SURVEILLANCE

A. Biological monitoring shall consist of sampling and analyzing the blood for lead and zinc protoporphyrin (ZPP).

1. Initial biological monitoring is required for interim work activities.

B. Medical surveillance shall consist of sampling and analyzing the blood for lead and ZPP as well as a medical examination.

1. Medical surveillance is required for workers exposed to > AL for more than 30 days in a consecutive 12 months.

C. Additional biological monitoring is required every two months whenever the last blood sample indicates a blood level > 40 µg/deciliter (40 µg/dl).

D. Workers must be removed from exposure (with benefits protected) if medical monitoring indicates a blood level in excess of 50 µg/dl of blood if the worker is exposed at or above the Action Level.

4.9 INFORMATION AND TRAINING

A. Workers exposed at or above the Action Level shall be trained in the following:

1. Contents of the OSHA Standard 29 CFR 1926.62.
2. Specific nature of the operations where lead is present.
3. Purpose, selection, fitting, use and limitations of respirators.
4. Adverse health effects of lead, including reproductive effects to males and females and effects on the fetus.
5. Engineering controls and work practices.
6. Contents of the written Compliance Program for the project.

- 7. Instructions that chelating agents should not be routinely used and should not be used except under the direction of a physician.
 - 8. Medical surveillance program and access to medical records (29 CFR 1910.20).
- B. Workers shall also have appropriate Hazard Communication, Respiratory Protection, and other applicable safety and health training.

4.10 CONTRACTOR

- A. Contractor performing work subject to this Lead Safety and Health Plan shall be notified of their obligation and responsibility to conduct work according to this Plan or OSHA 29 CFR 1926.62.
- B. Contractor shall have a written Compliance Program for their work.
- C. Contractor may rely on their documented exposure data in developing their Compliance Program provided it is representative of the work activity and conditions under which the work will be performed.

TABLE 1 - EXPOSURE LIMITS

Time Weighted Average (TWA) Exposures ¹	8-Hour TWA	12-Hour TWA	Adjustment for Longer Shifts
Permissible Exposure Limit (PEL)	50 µg/m ³	33.3 µg/m ³	400 µg/m ³ /hours worked
Action Level (AL)	30 µg/m ³	20 µg/m ³	240 µg/m ³ /hours worked

TABLE 2 - INTERIM PROTECTIVE MEASURES BASED ON WORK ACTIVITY TYPE

Interim Protective Measures Required	Activity	Activity	Activity
The protective measures marked by (X) in the boxes below are required until actual exposures can be demonstrated. Once exposure assessment is determined, protection measures (particularly respiratory protection) can be tailored to the actual "measured" exposure level.	Manual demo of structures (e.g., dry wall); manual scraping; manual sanding; heat gun applications; power tool cleaning w/dust collection; spray painting w/lead paint	Cleaning w/power tool w/o dust collection; clean-up of lead contamination; rivet busting	Abrasive blasting; welding; cutting; torch burning
Interim Exposure (µg/m ³)	50-500	500-2500	>2500
Respiratory protection	X	X	X
- Half facepiece w/HEPA filters	X	NO	NO
- Hood/helmet or Type CE abrasive blasting supplied air respirator in continuous flow mode		NO	NO
- Full facepiece w/HEPA filters		X	NO

¹Without regard to respirators

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- Powered Air Purifying Respirator (PAPR) w/HEPA filters		X	NO
- Fullface or Type CE abrasive blasting supplied air w/positive pressure			X
- SCBA or Type C or CE supplied air w/escape			X
Personal protective clothing and equipment	X	X	X
Change areas	X	X	X
Handwashing	X	X	X
Biological (blood) monitoring	X	X	X
Training	X	X	X
Warning signs - regulated area	X	X	X
Laundering (weekly; daily if > 200 µg/m ³)	REC	REC	REC
Showers	REC	REC	REC

* Respirators specified for higher concentrations may be used for lower concentrations of lead.

X = Required

N/R = Not Required

NO = Not Allowed

REC = Recommended

TABLE 3 - PROTECTIVE MEASURES BASED ON MEASURED EXPOSURE

"Measured" Exposure in µg/m ³	30-50	<500	<1250	<2500	<100000	>100000
Respiratory Protection	N/R					
- Half facepiece w/HEPA filters		X	NO	NO	NO	NO
- Hood/helmet or Type CE abrasive blasting supplied air respirator in continuous flow mode			X	NO	NO	NO
- Full facepiece w/HEPA filters				X	NO	NO
- Powered Air Purifying Respirator (PAPR) w/HEPA filters				X	NO	NO
- Fullface or Type CE abrasive blasting supplied air w/positive pressure					X	NO
- SCBA or Type C or CE supplied air w/escape						X
Personal protective clothing	N/R	X	X	X	X	X
Change areas	N/R	X	X	X	X	X
Handwashing	X	X	X	X	X	X
Biological (blood) monitoring	X	X	X	X	X	X
Training	X	X	X	X	X	X
Warning signs - regulated area	N/R	X	X	X	X	X
Laundering (weekly; daily if > 200 µg/m ³)	N/R	X	X	X	X	X
Showers	N/R	X	X	X	X	X
Medical surveillance	X	X	X	X	X	X

* Respirators specified for higher concentrations may be used for lower concentrations of lead.

X = Required

N/R = Not Required

NO - Not Allowed

END OF SECTION 02072

SECTION 02081 - REMOVAL OF ASBESTOS-CONTAINING MATERIALS

PART 1 - GENERAL

WET REMOVAL:

Thoroughly wet to satisfaction of Owner's Representative asbestos-containing materials to be removed prior to stripping and/or tooling to reduce fiber dispersal into the air. Accomplish wetting by a fine spray (mist) of amended water or removal encapsulant. Saturate material sufficiently to wet to the substrate without causing excess dripping. Allow time for amended water or removal encapsulant to penetrate material thoroughly. If amended water is used, spray material repeatedly during the work process to maintain a continuously wet condition. If a removal encapsulant is used, apply in strict accordance with manufacturer's written instructions. Perforate outer covering of any insulation which has been painted and/or jacketed in order to allow penetration of amended water or removal encapsulant, or use injection equipment to wet material under the covering. Where necessary, carefully strip away while simultaneously spraying amended water or removal encapsulant on the installation to minimize dispersal of asbestos fibers into the air.

Mist work area continuously with amended water whenever necessary to reduce airborne fiber levels.

Remove saturated asbestos-containing material in small sections from all areas. Do not allow material to dry out. As it is removed, simultaneously pack material while still wet into disposal bags. Twist neck of bags, bend over and seal with minimum three wraps of duct tape. Clean outside and move to Wash Down Station adjacent to Material Decontamination Unit.

Evacuate air from disposal bags with a HEPA filtered vacuum cleaner before sealing.

Sprayed-on Fireproofing: Spray asbestos-containing fireproofing with a fine mist of amended water or removal encapsulant. Allow time for amended water or removal encapsulant to saturate material completely. Do not over-saturate to cause excess dripping. If surface of material has been painted or otherwise coated cut small holes as required and apply amended water or removal encapsulant from above. After removal of asbestos-containing materials, remove any overspray on walls, decking, and structure above using stiff nylon bristled brush. Use high pressure washer only with written authorization from Owner's Representative.

Pipe Insulation: Spray with a mist of amended water or removal encapsulant. Allow amended water or removal encapsulant to saturate material to substrate. If a removal encapsulant is used, use in strict accordance with manufacturer's instructions. Cut bands holding preformed pipe insulation, slit jackets at seams, remove and hand place in a disposal bag. Remove job-molded fitting insulation in chunks and hand place in a disposal bag. Do not drop to floor. Remove any residue on pipe or fitting with stiff bristle nylon hand brush. In locations where pipe fitting insulation is removed from pipe with straight runs insulated with fibrous glass or other non-asbestos-containing fibrous material, remove fibrous material 6" from the point where it contacts the asbestos-containing insulation.

Floor Tile and/or Mastic: Remove of and dispose of carpet as asbestos-containing waste. Spray material continuously with amended water. Use caution not to overwet. All methods of removal must be approved by the consultant. If solvents are used, the solvent must conform to the following minimum conditions:

1. Flash point (open or closed cup) >200 F
2. Auto Ignition Temperature >600 F
3. Slight odor

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4. Ph neutral
5. Aromatic vapors <100 ppm
6. Will not react violently with water

END OF SECTION - 02081

SECTION 02084 - DISPOSAL OF ASBESTOS-CONTAINING WASTE MATERIAL (ASBESTOS)

PART 1 - GENERAL

1.1 DESCRIPTION OF THE WORK:

- A. This section describes the disposal of Asbestos-Containing Materials. Disposal includes packaging of asbestos-containing waste materials. Disposal shall be accomplished by land filling at an approved landfill.

1.2 SUBMITTALS:

- A. Before Start of Work: Submit the following to the Owner's Representative for review. Do not start work until these submittals are approved by the Owner's Representative.
1. Copy of state or local license for waste hauler.
 2. Name and address of landfill where asbestos-containing waste materials are to be buried. Include contact person and telephone number.
 3. Chain of Custody form and form of waste manifest proposed.
 4. Sample of disposal bag and any added labels to be used.
- B. At time of removal of waste submit copies of all manifests and disposal site receipts to Owner's Representative. Owner to receive first copy (green) and final copy (white) to be sent to OEHS. The Contractor must submit original manifests and disposal receipts.

PART 2 - PRODUCTS:

- 2.1 Disposal Bags: Provide 6 mil thick leak-tight polyethylene bags labeled with three labels with text as follows:

A. First Label:

CAUTION
CONTAINS ASBESTOS FIBERS
AVOID OPENING OR BREAKING CONTAINER
BREATHING ASBESTOS IS HAZARDOUS TO YOUR HEALTH

- B. Second Label: Provide in accordance with 29 CFR 1910.1200(f) of OSHA's Hazard Communication standard:

DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD
BREATHING AIRBORNE ASBESTOS, TREMOLITE, ANTHOPHYLLITE, OR
ACTINOLITE FIBERS IS HAZARDOUS TO YOUR HEALTH

- C. Third Label: Provide in accordance with U. S. Department of Transportation regulation on hazardous waste marking. 49 CFR parts 171 and 172. Hazardous Substances: Final Rule. Published November 21, 1986 and revised February 17, 1987:

RQ, ASBESTOS, 9, NA2212, RQ = 116.

PART 3 - EXECUTION

Comply with the following sections during all phases of this work:

Section 01560 Worker Protection - Asbestos Abatement
Section 01562 Respiratory Protection

3.1 GENERAL:

- A. All waste is to be hauled by a waste hauler with all required licenses from all state and local authority with jurisdiction.
- B. Load all asbestos-containing waste material in disposal bags or leak-tight drums. All materials are to be contained in one of the following:
 - 1. Two 6 mil disposal bags or
 - 2. Two 6 mil disposal bags and a fiberboard drum or
 - 3. Sealed steel drum with no bag
- C. Protect interior of truck or dumpster with Critical and Primary Barriers as described in Section 01526 Temporary Enclosures.
- D. Carefully load containerized waste in fully enclosed dumpsters, trucks or other appropriate vehicles for transport. Exercise care before and during transport, to insure that no unauthorized persons have access to the material. Carry extra 6 mil disposal bags in truck.
- E. Do not store containerized materials outside of the Work Area. Take containers from the Work Area directly to a sealed truck or dumpster.
- F. Do not transport disposal bagged materials on open trucks. Label drums with same warning labels as bags. Uncontaminated drums may be reused. Treat drums that have been contaminated as asbestos-containing waste and dispose of in accordance with this specification.
- G. Advise the landfill operator or processor, at least ten days in advance of transport, of the quantity of material to be delivered.
- H. At disposal site unload containerized waste:
 - 1. At a disposal site, sealed plastic bags may be carefully unloaded from the truck. If bags are broken or damaged, rebag immediately on-site. Clean entire truck and contents using procedures set forth in section 01711 Project Decontamination.
 - 2. At a processing site truck and loading dock are arranged as a controlled work area and containerized waste is transferred to storage area by site personnel. All bags including broken ones will be transferred. Clean truck, using procedures set forth in section 01711 Project Decontamination.
- I. Retain receipts from landfill or processor for materials disposed of.
- J. At completion of hauling and disposal of each load submit copy of waste manifest, chain of custody form, and landfill receipt to Owner's Representative.

END OF SECTION - 02084

**** Confidential ****
SEALD BID ENCLOSED
IFB 19-003/JW for the Demolition
of Hangar No. 3
At Jack Brooks Regional Airport
DUE: 2/12/19, 11:00 am

RT 747 4
10:30 A
ST 22
6700
0212

TOP

00005 00092
FedEx
Package
US Airbill
Express

From: [Redacted] Date: 2/11/19

To: Jedd Landrey
J.M. AND ENVIRONMENTS, INC.
25380 SORTERS RD
Denton, TX 76201
Phone: 281.354.7800

3 To: Jeffrey West
Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Address: [Redacted]
Phone: 409-835-8593

2 Your Internal Billing Reference: 419-035

1 From: [Redacted]

4 Express Package Service

5 Packaging - Insured Value: [Redacted]

6 Special Handling and Delivery Signature Options:

7 Payment due to:

8 Signature Required

9 Signature Required

10 Signature Required

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12 Signature Required

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JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

January 14, 2019

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 19-003/JW, Demolition of Hangar No. 3 at Jack Brooks Regional Airport. Specifications for this project may be obtained from the Jefferson County website <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and three (3) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: Demolition of Hangar No. 3 at Jack Brooks Regional Airport
BID NO: IFB 19-003/JW
DUE DATE/TIME: 11:00 AM CT, February 12, 2019
MAIL OR DELIVER TO: Jefferson County Purchasing Department
 1149 Pearl Street, 1st Floor
 Beaumont, Texas 77701

There will be a pre-bid conference and walk-through at 10:00 AM CT on Tuesday, January 29, 2019, in the Airport Administration Conference Room at 5000 Jerry Ware Blvd., Beaumont, Texas 77705. This conference will be bidder's only opportunity to view secured areas of the project.

The County shall require the bidder to furnish a bid security in the amount of five percent (5%) of the total contract cost. The bid bond must be executed with a surety company authorized to do business in the State of Texas. Within ten (10) days after the date of the signing of a contract, the bidder shall furnish a performance bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars (\$100,000). If the contract is for one hundred thousand dollars (\$100,000) or less, the County may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent, at 409-835-8593 or jwest@co.jefferson.tx.us

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark, Purchasing Agent
 Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – January 16, 2019 & January 23, 2019

IFB 19-003/JW
Demolition of Hangar No. 3 at Jack Brooks Regional Airport
Bids due: 11:00 AM CT, Tuesday, February 12, 2019

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Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Three (3) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

Additionally, Bidder must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

<https://www.co.jefferson.tx.us/Purchasing/>

Instructions to Bidders

1. Bid Submission

Bids must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope or box shall also include the Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Late bids will not be accepted and will be returned unopened to the bidder.

All bids submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

2. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

3. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal.** Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

The County requests that bid submissions NOT be bound by staples or glued spines.

If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.

The bid shall be legally signed and shall include the complete address of the bidder.

Jefferson County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

5. Signatures

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

6. County Holidays – 2019:

January 1	Tuesday	New Year's
January 21	Monday	Martin Luther King, Jr. Day
February 18	Monday	President's Day
April 19	Friday	Good Friday
May 27	Monday	Memorial Day
July 4	Thursday	Independence Day
September 2	Monday	Labor Day
November 11	Monday	Veteran's Day
November 28 & 29	Thursday & Friday	Thanksgiving
December 24 & 25	Tuesday & Wednesday	Christmas
January 1, 2020	Wednesday	New Year's

7. Rejection or Withdrawal

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

8. Emergency/Declared Disaster Requirements

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

9. Award

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected. Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not a

awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

10. Contract

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

11. Waiver of Subrogation

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

12. Fiscal Funding

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

13. Bid Results

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page (<http://co.jefferson.tx.us/purchasing/main.htm>) as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

14. Changes and Addenda to Bid Documents

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

15. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

16. Delivery

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

17. Interpretation of Bid and/or Contract Documents

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

18. Currency

Prices calculated by the bidder shall be stated in U.S. dollars.

19. Pricing

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

20. Notice to Proceed/Purchase Order

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

21. Certification

By signing the offer section of the Offer and Acceptance page, bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

22. Definitions

"County" – Jefferson County, Texas.

"Contractor" – The bidder whose proposal is accepted by Jefferson County.

23. Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

General Conditions of Bidding and Terms of Contract

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

1. Bidding

1.1 Bids. All bids must be submitted on the bid form furnished in this package.

1.2 Authorized Signatures. The bid must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

1.3 Late Bids. Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 Withdrawal of Bids Prior to Bid Opening. A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 Withdrawal of Bids after Bid Opening. Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 Bid Amounts. Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 Exceptions and/or Substitutions. All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 Alternates. The Invitation for Bid and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 Descriptions. Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 Bid Alterations. Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 Tax Exempt Status. Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 Quantities. Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive

any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 Silence of Specifications for Complete Units. All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 Addenda. Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

1.16 General Bid Bond/Surety Requirements. Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 General Insurance Requirements. Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.18 Responsiveness. A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 Responsible Standing of Bidder. To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 Confidential/Proprietary Information

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder **must** clearly mark the applicable pages of Bidder's bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

1.21 Public Bid Opening. Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. Performance

2.1 Design, Strength, and Quality. Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 Age and Manufacture. All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 Delivery Location. All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 Delivery Schedule. Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 Delivery Charges. All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

2.6 Installation Charges. All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 Operating Instructions and Training. Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 Storage. Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 Compliance with Federal, State, County, and Local Laws. Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA. The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 Patents and Copyrights. The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 Samples, Demonstrations and Testing. At Jefferson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

2.13 Acceptability. All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. 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 Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 Maintenance. Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

2.15 Material Safety Data Sheets. Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

3.1 Purchase Orders. A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County 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.

3.2 Invoices. All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

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

3.4 Funding. Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. Contract

4.1 Contract Definition. The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful bidder and Jefferson County.

4.2 Change Order. No different or additional terms will become part of this contract with the exception of a change order. 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 and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.3 Price Re-determination. A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

4.4 Termination. Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any

and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

4.5 Conflict of Interest. Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

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

4.7 Interest by Public Officials. No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.8 Warranty. The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.9 Uniform Commercial Code. The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.10 Venue. This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.11 Sale, Assignment, or Transfer of Contract. The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.12 Silence of Specifications. The apparent silence of these specifications as to any 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.

5. Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding \$100,000.

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (b) Meeting contract performance requirements; or
- (c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products/htm>.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall ensure that required parts of the bid are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Bidder is responsible for submitting one (1) original bid copy to include a completed copy of this specifications packet in its entirety; and three (3) numbered bid copies to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

All bids shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED BID." The outside of the envelope or box shall also include: Bid Number, Bid Name, Bid Due Date, Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

2. Vendor Registration: SAM (System for Award Management).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

Bidders are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Bid Submission.

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

FORM 1295 Exemptions: What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission) – CONTINUED

Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

4. Multiple Vendor Award

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

5. Delivery

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

6. Payment

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to: Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7th floor, Beaumont, TX 77701.

7. Usage Reports

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	\$1,000,000
Excess Liability	\$1,000,000

Property Insurance (policy below that is applicable to this project):

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 9 Below)

9. Workers' Compensation Insurance

9.1 Definitions:

- 9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- 9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
- 9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- 9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.
- 9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

- 9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
- 9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
- 9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- 9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
- 9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
- 9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
- 9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
- 9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Jamey West, (e-mail: jwest@co.jefferson.tx.us, Phone: 409-835-8593) regarding any questions or comments. Please reference bid number IFB 19-003/JW.

1. INTRODUCTION

This demolition project will include the proper removal transportation and disposal of the Hangar No. 3 located at the Jack Brooks Regional Airport in Beaumont, Texas. For the purpose of this project, all references to Owner's Representative refer to **Fittz & Shipman, Inc.** A walk-through of each work area will be conducted at the pre-bid meeting.

SCOPE

The scope and purpose of these specifications is to establish certain regulations, general requirements, and particular requirements necessary for the demolition of the Jack Brooks Regional Airport Hangar No. 3, and the legal disposal of lead-based paint and asbestos-containing materials on structural components, windows, sheet metal sheathing and associated debris. All metal building components with lead-based paint and/or asbestos-containing materials shall be properly handled and recycled per federal regulations. Furnish 6' high temporary fencing that meets FAA requirements around the perimeter of hangar 3 during demolition and removal.

NOTIFICATIONS

The Contractor shall submit the 10-day demolition notification as required by the State of Texas.

GENERAL CONDITIONS AND REQUIREMENTS

The following list of conditions and requirements are to be understood as being a general guide for the demolition of the building. It must be noted, however, that there are special requirements listed in the specifications which are in addition to these general requirements for demolition, and that it is the responsibility of the Contractor to comply with all particular requirements. The Contractor shall haul off all debris and unsalvageable materials; and no debris or rubble which may pose a threat to public safety will be left on the site overnight. No such debris or material will be placed on a sidewalk or public right-of-way so that it poses a danger to any person.

A. The Contractor shall provide all labor, materials, equipment, services, testing, supervision, and incidentals necessary to perform work of lead-based paint demolition and removal of items bearing lead-based paint and/or asbestos under this contract in accordance with the following specifications. After demolition the areas disturbed shall be cleaned in accordance with the procedures outlined below.

PARTICULAR WORK REQUIREMENTS

The following particular work requirements and conditions:

A. Extreme caution shall be taken when working around any fuel storage area, aircraft, or other airport vehicles or equipment.

B. Before the building is demolished, its utilities shall be safely disconnected. The Contractor shall serve notice to all suppliers of utilities to the building to be demolished, and have the utility suppliers disconnect the services and remove all meters and equipment belonging to them. All piping and wiring shall be properly terminated. Any costs incurred in the termination of utilities and services shall be borne by the Contractor.

C. Demolition and clean-up includes, but is not limited to, the removal of all lumber, doors, windows, wire, structural columns/beams, flooring, sheet metal, appliances, furniture, loose rock, brick, mortar, concrete,

and the cleaning and removal of all rubbish, trash or other debris. The building's slab shall be left in place and in good condition.

D. Fill, grade and level with clean fill dirt all depressions in the earth which exist on the lot and all ruts or other depressions created during the demolition work.

E. All sewer lines exposed through demolition work must be cut off within two (2) inches of the surface to the ground or concrete slab and must be plugged with concrete in such a manner as to prevent ground water incursion into the sanitary sewer system.

HAZARDOUS MATERIALS

A. Materials defined by the Environmental Protection Agency to be hazardous to the environment or persons, shall be disposed of in accordance with all local, state and federal government regulations and governing laws. This shall be the responsibility of the Contractor. The Contractor shall furnish written proof of such disposal. The following specifications shall apply:

1. Contractors must be familiar with the contents of this document, included but not limited to the following:
 - Worker Protection
 - All types of Lead-Based Paint (LBP) and asbestos testing
 - Measures for control and containment of lead dust, asbestos, and debris
 - Contractor is responsible for the protection of its employees and subcontractors, and for the proper disposal of all hazardous materials.
2. In addition, the Contractor must be able to substantiate sufficient prior de-leading and asbestos removal experience and/or education providing same with the foresight of the prevailing LBP and asbestos abatement techniques and safety practices contained herein.
3. Contractors should be experienced in building renovation and restoration, guidelines for control and the handling of toxic and hazardous materials and protection of the environment and the health of all occupants and workers, as per applicable EPA, OSHA, and NIOSH regulations.
4. The following methods shall be adhered to during the demolition activities. Any deviation from this list shall require Consultant's prior approval:
 - a) HEPA vacuum visible debris in vicinity of demolition area involving lead paint.
 - b) HEPA vacuum loose lead-based paint on concrete and wash down with a 5% trisodium phosphate solution.
 - c) The Contractor shall perform Toxicity Characteristic Leachate Procedure (TCLP) sampling of the waste stream prior to moving waste containers off site. This activity shall be supervised by the Consultant. Samples shall be analyzed for TCLP by US EPA Method 1311.
 - d) Debris: Collect and properly dispose of lead-contaminated paint chips and debris from the floor and surrounding areas of LBP.

B. APPLICABLE REGULATIONS, CODES AND STANDARDS

1. The Contractor shall acknowledge that he is aware of and will maintain strict compliance with all regulations, codes, standards, and ordinances governing the performance of his work. Furthermore, the Contractor shall be responsible for any failure to comply with applicable documents.
2. Applicable documents include but are not limited to the following:
 - a) OSHA 29 CFR 1926.62, Lead Exposure in Construction (Interim Final Rule);
 - b) OSHA 29 CFR 1910.1025, Lead, General Industry;
 - c) OSHA 29 CFR 1910.1200, Hazard Communication;
 - d) OSHA 29 CFR 1910.134, Respiratory Protection;

- e) OSHA 29 CFR 1910.145, Specifications for Accident Prevention Signs and Tags;
- f) OSHA 29 CFR 1926.59, Hazard Communication;
- g) US HUD, "Lead-Based Paint: Interim Guidelines for Hazard Identification and Abatement in Public and Indian Housing", September 1990;
- g) Lead-Based paint Hazard Elimination; Interim Rule Title 24, Part 35, 905, 941, 965, and 968 of the Code of Federal Regulations; and
- h) EPA 40 CFR 261, Resource Conservation and Recovery Act (RCRA.)

3. The most current issue of each document shall apply. Where conflict among requirements or with these specifications exists, the more strict or stringent requirement or interpretation shall apply.

4. The Contractor shall provide at least one copy of any applicable EPA, OSHA, State or City regulation, code, or ordinance at the site available for review.

5. Nothing is intended to relieve the Contractor of any responsibility for compliance with state or local laws, ordinances, codes or regulations governing lead-based abatement. Where state and local requirements are more stringent than the Federal regulations, those state and local requirements must be followed by the Contractor.

C. NOTICES AND SUBMITTALS

1. Prior to commencing of the work, the Contractor shall provide to the Owner's Representative:
 - a) Assurance that the results of worker medical examinations for blood **lead level** tests are below OSHA guidelines
 - b) Material Safety Data Sheets (MSDSs) for products used or stored at the job site
 - c) Name of testing laboratory to be used for analytical testing of waste materials generated as a result of this project
 - d) The starting and completion dates of the demolition work

2. During performance of the work, the Contractor shall provide to the Owner's Representative:
 - a) Test results from analysis of waste materials generated.
 - b) Results of OSHA compliance air sampling conducted on Contractor's employees.
 - c) Daily Log.

C. SIGNAGE

1. At least 24 hours before starting removal or handling of lead-painted components, the Contractor shall establish a regulated work area around the contaminated equipment and shall display a warning sign(s), as appropriate.

**WARNING
LEAD WORK AREA
POISON
NO SMOKING OR EATING**

D. CONTROL OF ACCESS

No one may enter or remain in a regulated work area at any time during demolition which involves lead paint, unless that person is:

1. The Contractor and his employees.
2. The Owner's Representative's Representative or a state or local enforcement official or his designee.

E. WORKER PROTECTION

1. The Contractor shall insure that his employees are protected in accordance with all applicable federal, state and local standards.
2. Initial biological monitoring is required for interim work activities.
3. Workers will wear full body disposable suits with hoods and booties. A TYVEK or similar type of suit may be worn. Suits will be worn in the work area at all times after the pre-abatement inspection and shall remain in use until the area passes final clearance inspection. Light-weight nylon clothes may be worn under the disposable suit, but these underclothes must be changed before leaving the work area and should be laundered separately.
4. Goggles with side shields will be worn when working with a material that may splash or fragment, or if protective eye wear is specified on the MSDS for that product.
5. Personal hygiene practices by all workers in compliance with applicable regulations shall be enforced by the Contractor:
 - a.) No eating, drinking, or use of tobacco shall be allowed in the work area. The Contractor shall provide a clean space, separated from the work area, for eating and drinking purposes.
 - b.) Disposable clothing, such as TYVEK suits, and other personal protective equipment (PPE) must be donned prior to entering the work area. Disposable suits shall be used once, then shall be properly discarded.
 - c.) All workers must wash upon leaving the work area in a wash facility provided by the Contractor. Wash facility will consist of, at least, running potable water, towels, and a HEPA vacuum. Upon leaving the work area, each worker will wash and dry face and hands, HEPA vacuum clothes, and remove and dispose of the work suit as contaminated waste.

F. CONTROL OF EMISSION AND DUST

1. When handling/abating lead-contaminated building components outdoors, Contractor shall spread a minimum 10 mil polyethylene sheet beneath the work area under the component to be removed. The drop cloth shall extend a minimum of 3 ft. from the wall for every 10 ft. of vertical distance involved in the work. Lateral distance along the wall should match this distance on either side of the work area.
2. Minimize creation of lead-contaminated dust and airborne particles by using methods and procedures that create the least amount of dust.
3. When working with lead-painted surfaces, Contractor shall exercise care to avoid dislodging any flaking paint from the substrate.
4. Plastic drop cloths, contaminated paper towels, and other dust and debris generated during the abatement shall be carefully folded into the plastic sheeting to avoid shaking dust from the surface. Folded plastic sheeting shall be deposited for temporary storage and testing in a disposal bag.

G. AIR MONITORING AND INSPECTION

1. The Contractor shall be responsible for compliance air monitoring of his workers, per OSHA regulation and as detailed in the Lead Safety and Health Plan.
2. Personal air samples representative of a full shift including at least one sample for each job classification in each work area either for each shift or for the shift with the highest exposure level shall be collected and analyzed. Air samples should be taken in accordance with NIOSH Method 7082, or equivalent.
3. Worker exposure levels shall be evaluated with respect to the OSHA Action Level (30 $\mu\text{g}/\text{m}^3$) and the Permissible Exposure Level (50 $\mu\text{g}/\text{m}^3$) as 8-hour Time-Weighted Averages. If measured exposure levels

exceed the criteria set for respiratory protection and personal protection of workers, the Contractor shall stop work, shall notify the Owner's Representative, shall attempt to correct and control the operation to reduce the elevated contamination dust levels.

4. After Contractor has completed final clean-up, and performed a visual inspection, the Consultant will perform a detailed visual inspection. All surfaces will be examined for the presence of dust or debris, especially flat surfaces. If dust or debris is found, Contractor shall re-clean the entire work area and a repeat of the detailed visual inspection will occur.

H. CLEANING SOLUTIONS

1. Contractor shall provide solution containing at least one ounce of five percent trisodium phosphate per each gallon of water.

I. DISPOSAL

1. Disposal bags shall be, as a minimum, individual, 6 mil thick, leak-tight, manufactured polyethylene bags.
2. Polyethylene wrap shall be 6 mil and 10 mil polyethylene sheeting.
3. Disposal drums shall meet US Department of Transportation (DOT) regulations for disposal of respective waste(s) generated.
4. Disposal labels shall identify waste materials (before TCLP testing.) Hazardous wastes shall be identified as such in compliance with RCRA regulations for hazardous materials.

J. CLEAN UP OF WORK AREA

1. Clean-up shall be performed by contractor as follows:
 - a. After the demolition work has been completed, remove all debris and dispose of it in designated containers.
 - b. Deposit all lead-contaminated waste, including sealing tape, plastic sheeting, mop heads, sponges, filters, and disposable clothing, etc. in double plastic bags, at least 6 mil thick or single 10 mil thick, and seal the bags.
 - c. After vacuum cleaning, phosphate wash concrete surface in the work area with a solution containing at least 1 ounce of 5 percent trisodium phosphate to each gallon of water.
 - d. After floor washing has dried, HEPA vacuum clean surfaces until no visible residue remains.

K. WASTE DISPOSAL

1. The Contractor shall remove daily all lead waste from the work area.
2. The Contractor shall be responsible for removing, controlling, waste materials, all treated as hazardous waste until classification through testing is completed. This includes not only solid wastes but also waste water generated from interim and final clean-up.
 - a. During the actual demolition, the Contractor shall not leave debris in the work area or adjacent property, incinerate debris, dump waste into landfills, or introduce lead-contaminated water into storm or sanitary sewers.
3. For disposal of waste materials, the requirements of the Resource Conservation and Recovery Act (RCRA) as well as applicable state and local solid waste plan requirements shall be complied with.
 - a. Testing of lead-contaminated waste materials per the US EPA's Toxicity Characteristics Leaching Procedure (TCLP) will be conducted.
 - b. If the TCLP results equal or exceed 5.0 mg/l of lead, the waste must be handled as hazardous waste, to be transported to a licensed treatment, storage, and disposal facility (TSDF).
 - c. If the TCLP results are below the regulatory threshold of 5.0 mg/l, the wastes are not considered as being hazardous and can be disposed of as construction debris.

d. Results of TCLP testing and analysis will be submitted to the Consultant before disposal of the particular waste stream.

e. The following waste materials will be tested to determine whether or not they are hazardous wastes:

- 1.) Lead paint chips
- 2.) Waste water
- 3.) Dust from HEPA filters and from damp sweeping
- 4.) Plastic sheets, duct tape, or tape used to cover floors and other services during the demolition activities
- 5.) Rags, sponges, mops, HEPA filters, respirator cartridges, scrapers, and other materials used for cleanup
- 6.) Disposable work clothes and respirator filters
- 7.) Any other items contaminated with lead-based paint

f. Non-hazardous solid wastes shall be placed in double (6 mil) or single (10 mil) polyethylene bags that are air tight and puncture resistant.

- 1.) The Contractor shall contain and properly dispose of all liquid waste, including lead-dust contaminated wash water.
- 2.) Exteriors of all containers and disposal bags shall be HEPA vacuumed prior to their removal from the work area and shall be wet wiped. Containers and bags should then be moved into the designated storage area.
- 3.) The Contractor shall carefully place the containers into a truck or dumpster used for disposal.

g. Disposal of Hazardous Waste (as determined by analytical testing): The Contractor shall be required to comply with the RCRA regulations.

- 1.) Lead-contaminated debris shall not be stored in the work area while awaiting testing and removal. A temporary hazardous waste storage area shall be designated and managed for storage, in compliance with all federal, state, and local regulations.
- 2.) Waste containers used will comply with EPA and DOT regulations for containers used in storing and hauling hazardous wastes.
- 3.) If the Contractor is not a certified hazardous waste transporter, a subcontract shall be entered into with a certified transporter to move the hazardous wastes. The third party hauler shall be required to follow RCRA regulations, and all manifestation of the transport and disposal of the hazardous wastes shall be completed and submitted to the Owner's Representative.
- 4.) Copies of transport and disposal manifests shall be submitted to the Owner's representative for distribution to Owner's Project Management team and Environmental Management and Hazardous Waste Program.

L. POST ABATEMENT SUBMITTALS

1. The Contractor shall provide a total of 5 copies of each submittal. The submittals will be provided to the Owner's Representative for distribution to Owner's Project Management team, and Environmental Management and Hazardous Waste Program. Each set of submittals will be bound using three-hole punch paper.

2. The Contractor shall submit to the Owner's Representative copies of all manifests for the transportation and disposal of solid and hazardous wastes generated.

3. The Contractor shall submit to the Owner's Representative copies of all records indicating that the demolition work has been performed in compliance with applicable regulation and these specifications.

General Notes

1. Demolition work includes the complete wrecking of structures and the removal and disposal of all demolished materials.
2. Contractor to coordinate the shut-off, capping and continuation of utility services as required.
3. Buildings and other structures to be demolished will be vacated and discontinued in use prior to the start of the work.
4. The Owner assumes no responsibility for the actual condition of structures to be demolished.
5. Conditions existing at the time of inspection for bidding purposes will be maintained by the Owner insofar as practicable. However, variations within the structure may occur by Owner's removal and salvage operations prior to the start of the demolition work.
6. Storage or sale of removed items on the Project Site will not be permitted.
7. The use of explosives will not be permitted.
8. Conduct demolition operations and the removal of debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.
9. Ensure the safe passage of persons around the area of demolition. Conduct operations to prevent injury to adjacent buildings, structures, other facilities, and persons.
10. Promptly repair damages caused to adjacent facilities by demolition operations at no cost to the Owner.
11. Maintain existing utilities indicated to remain, keep in service, and protect against damage during demolition operations.
12. Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary service during interruptions to existing utilities, as acceptable to the governing authorities.
13. The Contractor will disconnect and seal the utilities serving each structure to be demolished, prior to the start of demolition work, upon written request of the Owner. Reconnect services to buildings or portion of buildings as required.
14. Use water sprinkling, temporary enclosures, and other suitable methods to limit the amount of dust and dirt rising and scattering in the air to the lowest practicable level.
15. Comply with the governing regulations pertaining to environmental protection.
16. Do not use water when it may create hazardous or objectionable conditions such as ice, flooding and pollution.
17. Clean adjacent structures and improvements of all dust, dirt and debris caused by demolition operations, as directed by the Engineer or governing authorities. Return adjacent areas to condition existing prior to the start of the work.
18. Demolish buildings completely and remove from the Project Site. Use such methods as required to complete the work within the limitations of governing regulations.

19. Small structures may be removed intact when acceptable to the Engineer and approved by the authorities having jurisdiction.
20. Proceed with demolition in a systematic manner, from the top of the structure to the ground. Complete demolition work above floor before disturbing any of the supporting members on ground level.
21. Demolish concrete and masonry in small sections.
22. Remove structural framing members and lower to ground by means of hoists, derricks, or other suitable methods.
23. Locate demolition equipment throughout the structure and remove materials so as not to impose excessive loads to walls, floors or framing to remain.
24. Remove from the Project Site all debris, rubbish and other materials resulting from demolition operations.
25. After grading is complete, the site shall be cleaned of all construction debris 2" diameter and larger.
26. Burning of removed materials from demolished structures will not be permitted on the Project Site.

Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Name & Number: IFB 19-003/JW, Demolition of Hangar No. 3 at Jack Brooks Regional Airport

Bidder's Company/Business Name: RNDI Companies, Inc.

Bidder's TAX ID Number: [REDACTED]

Contact Person: Diana Cross

Title: President

Phone Number (with area code): (713) 449-0540

Alternate Phone Number if available (with area code): (713) 443-7540

Fax Number (with area code): (713) 513-5285

Email Address: Diana@RNDICompanies.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

5100 Westheimer Rd #200

Address

Houston, TX 77056

City, State, Zip Code

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): 1 , 2 , _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

RNDI Companies, Inc.
Company Name

5100 Westheimer Rd #200
Address

Houston TX 77056
City State Zip


Signature of Person Authorized to Sign

Diana Cross
Printed Name

President
Title

For clarification of this offer, contact:

Diana Cross
Name

(214) 771-3977 (214) 771-3988
Phone Fax

Diana@RNDICompanies.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. 19-033/JW, Demolition of Hangar No. 3 at Jack Brooks Regional Airport. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Bidder proposes to furnish all labor, material and equipment, and to perform all work necessary for the demolition of Hangar No. 3 at the Jack Brooks Regional Airport in accordance with drawings and specifications prepared by Fitz & Shipman, Inc. for the following sum:

Total Bid Amount:	\$	71,750	.	00
Total Bid Amount Written in Words:				
Seventy One Thousand Seven Hundred Fifty dollars and Zero /100				

Bidder has examined the bid specifications and the nature and kind of work to be performed and is informed of all local conditions and other things that might affect the cost or difficulty of performing the Work, and Bidder represents and warrants that Bidder has experience in the use of materials and methods of performance specified, and that Bidder and will do the Work and construct the improvements with the specified materials as contemplated and indicated by the Drawings and Specifications.

Upon receipt of notice of acceptance of bid, Bidder agrees to execute the Contract within 10 (ten) days after such notice, deliver Performance and Payment Bonds for the faithful performance of the Work, to begin work on or before the date of commencement of the Work established in the Notice to Proceed, and to complete the Work in **(30) calendar days**.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project on or before the date of completion shown on the "Notice to Proceed". Bidder further agrees to pay as liquidated damages, the sum of **\$100.00** for each consecutive calendar day thereafter.

Acknowledgment of Addenda (if any):

Addendum 1	<input checked="" type="checkbox"/>	Date Received	1/24/2019
Addendum 2	<input checked="" type="checkbox"/>	Date Received	2/1/2019
Addendum 3	<input type="checkbox"/>	Date Received	_____

Bidder Shall Return Completed Form with Offer.

Vendor References

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: City of Houston

Address: 900 Bagby St, 2nd Floor Houston, TX 77002

Contact Person and Title: Gabriel Mussio, Environmental Manager

Phone: (832) 393-8079 Fax: na

Email Address: Gabriel.Mussio@houstontx.gov Contract Period: 2018-2023

Scope of Work: Asbestos, Mold and Lead Abatement and Demolition of Residential, Commercial and Industrial Properties

REFERENCE TWO

Government/Company Name: Goose Creek ISD

Address: 3401 N. Main Baytown, TX 77521

Contact Person and Title: Bruce Riggs, Senior Project Manager

Phone: (281) 707-3747 Fax: na

Email Address: Bruce.Riggs@gccisd.net Contract Period: July-August, 2018

Scope of Work: Asbestos Abatement and Demolition of an Old YMCA Building

REFERENCE THREE

Government/Company Name: Texas City Economic Development Corporation

Address: 1801 9th Ave- North Texas City, TX 77592

Contact Person and Title: Randy Wev, Consultant

Phone: (713) 729-2533 Fax: na

Email Address: Randy@bayenv.com Contract Period: December-January, 2018

Scope of Work: Asbestos Abatement and Demolition of Old School Buildings

Bidder Shall Return Completed Form with Offer.

Signature Page

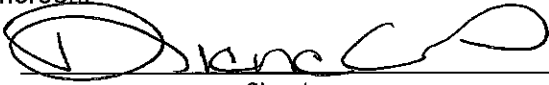
As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?..... Yes No

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).


The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

RNDI Companies, Inc.	
Bidder (Entity Name)	Signature
5100 Westheimer Rd #200	Diana Cross
Street & Mailing Address	Print Name
Houston, TX 77056	2/11/2019
City, State & Zip	Date Signed
(713) 449-0540	(713) 513-5285
Telephone Number	Fax Number
Diana@RNDICompanies.com	
E-mail Address	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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 176.008(a).</p> <p>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 176.008(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>OFFICE USE ONLY</p> <p>Date Received:</p>	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center; margin-left: 100px;">RNDI Companies, Inc.</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: small;">(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.)</p>		
<p>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center; margin-left: 100px;">NA</p> <p style="text-align: center; font-size: x-small;">Name of Officer</p> <p style="font-size: x-small;">This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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 named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by 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?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p>4</p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">  <p style="font-size: x-small;">Signature of vendor doing business with the governmental entity</p> </div> <div style="text-align: center;"> <p>2/11/2019</p> <hr style="width: 50%; margin: 0 auto;"/> <p style="font-size: x-small;">Date</p> </div> </div>		

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
<p>This questionnaire reflects changes made to the law by H.B. 22, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		OFFICE USE ONLY
<p>1 Name of Local Government Officer</p>	<p>Date Received</p>	
<p>2 Office Held</p>		
<p>3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</p>		
<p>4 Description of the nature and extent of employment or other business relationship with vendor named in item 3</p>		
<p>5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p>		
<p>6 AFFIDAVIT</p> <p style="text-align: center;">I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of Local Government Officer</p> <p>APPEX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____ this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.</p> <p>_____ Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath</p>		

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

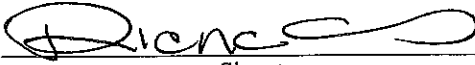
Yes No

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

- Yes No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
- Yes No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
- Yes No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant's organization)?
- Yes No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?
- Yes No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
- Yes No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your bid. If necessary, please use a separate sheet to answer the above questions.

Diana Cross <hr style="border: 0; border-top: 1px solid black;"/> Printed Name of Authorized Representative	 <hr style="border: 0; border-top: 1px solid black;"/> Signature
President <hr style="border: 0; border-top: 1px solid black;"/> Title	2/11/2019 <hr style="border: 0; border-top: 1px solid black;"/> Date

Bidder Shall Return Completed Form with Offer.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

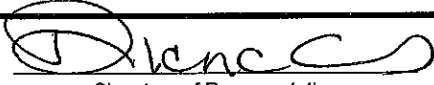
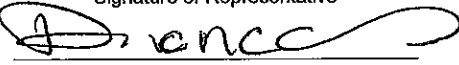
This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
 Yes No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: RNDI Companies, Inc. HUB: p Yes p No
 Address: 5100 Westheimer Rd #200 Houston TX 77056
Street City State Zip
 Phone (with area code): (713) 449-0540 Fax (with area code): (713) 513-5285
 Project Title & No.: Demolition of Hangar No. 3 at Jack Brooks Regional Airport - IFB 19-003/JW
 Prime Contract Amount: \$ 71,750.00

HUB Subcontractor Name: B&B Waste Transit, Inc.
 HUB Status (Gender & Ethnicity): Woman, Hispanic
 Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.
 Address: 1216 Maryland Dr, Irving TX 75061
Street City State Zip
 Phone (with area code): (972) 579-9298 Fax (with area code): (972) 579-9378
 Proposed Subcontract Amount: \$ 13% Percentage of Prime Contract: 13 %
 Description of Subcontract Work to be Performed: Waste Transportation

<u>Diana Cross</u>		<u>2/11/2019</u>
<small>Printed Name of Contractor Representative</small>	<small>Signature of Representative</small>	<small>Date</small>
<u>RNDI Companies, Inc.</u>		<u>2/11/2019</u>
<small>Printed Name of HUB</small>	<small>Signature of Representative</small>	<small>Date</small>

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

Yes No

Prime Contractor: RNDI Companies, Inc. HUB: Yes No

HUB Status (Gender & Ethnicity): Woman, Hispanic

Address: 5100 Westheimer Rd #200 Houston TX 77056
Street City State Zip

Phone (with area code): (713) 449-0540 Fax (with area code): (713) 513-5285

Project Title & No.: Demolition of Hangar No. 3 at Jack Brooks Regional Airport IFB/RFP No.: IFB 19-003/JW

Total Contract: \$ 71,750.00 Total HUB Subcontract(s): \$ 13%

Construction HUB Goals: 12.8% MBE:: 13 % 12.6% WBE: 13 %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: B&B Waste Transit

HUB Status (Gender & Ethnicity): Woman, Hispanic

Certifying Agency: Texas Bldg & Procurement Comm. Texas Unified Certification Prog.

Address: 1216 Maryland Dr, Irving TX 75061
Street City State Zip

Contact person: Amy Drew Title: President

Phone (with area code): (972) 579-9298 Fax (with area code): 972-579-9378

Proposed Subcontract Amount: \$ 13% Percentage of Prime Contract: 13 %

Description of Subcontract Work to be Performed: Waste Transportation

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- HUBs were solicited but did not respond.
- HUBs solicited were not competitive.
- HUBs were unavailable for the following trade(s): _____
- Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? Yes No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): Diana Cross

Title: President

Signature: 

Date: 2/11/2019

E-mail address: Diana@RNDICompanies.com

Contact person that will be in charge of invoicing for this project:

Name (print or type): Ana Luna

Title: Admin

Date: 2/11/2019

E-mail address: Ana@RNDICompanies.com

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that RNDI Companies, Inc. [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ (city and state).

Taxpayer Identification Number (T.I.N.):	86779703
Company Name submitting bid/proposal:	RNDI Companies, Inc.
Mailing address:	5100 Westheimer Rd #200 Houston, TX 77056
If you are an individual, list the names and addresses of any partnership of which you are a general partner: na, Corporation	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**
None.	

* This is the property amount identification number assigned by the Jefferson County Appraisal District.
 ** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

House Bill 89 Verification

I, Diana Cross, the undersigned representative of (company or business name) RNDI Companies, Inc. (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

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

Pursuant to Section 2270.001, Texas Government Code:

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

Diana Cross

Signature of Company Representative

2/11/2019

Date

On this 11th day of February, 2019, personally appeared

Diana Cross, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

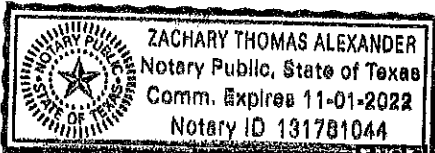
Notary Seal

Zachary Thomas Alexander

Notary Signature

2/11/2019

Date



Bidder Shall Return Completed Form with Offer.

Senate Bill 252 Certification

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

RNDI Companies, Inc.

Company Name

IFB 19-003/JW

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF Texas COUNTY OF Rockwall

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas,

on this day personally appeared Diana Cross, who
(name)

after being by me duly sworn, did depose and say:

"I, Diana Cross am a duly authorized officer of/agent
(name)
for RNDI Companies, Inc. and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said RNDI Companies, Inc.
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: RNDI Companies, Inc. - 5100 Westheimer Rd #200 Houston, TX 77056.

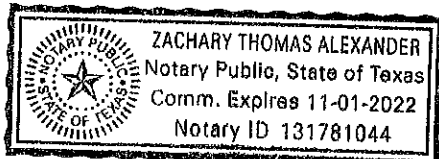
Fax: (713) 513-5285 Telephone# (713) 449-0540

by: Diana Cross Title: President
(print name)

Signature: *Diana Cross*

SUBSCRIBED AND SWORN to before me by the above-named
Diana Cross on

this the 11th day of February, 2019.



Zachary Alexander
Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.

Sample Contract

This agreement made this [Date] day of [Month], 2019, by and between the County of Jefferson, Texas represented by the County Judge, party of the first part, and [Contractor/Vendor Name] his/their executors, administrators, heirs, successors or assigns, the Contractor, party of the second part.

WHEREAS, the County desires to enter into a contract for **Invitation for Bid (IFB 19-003/JW), Demolition of Hangar No. 3 at Jack Brooks Regional Airport** as shown and described in the Contract Documents (to include plans, drawings, specifications, addenda, special provisions, and this Contract documents itself) included herein, and

WHEREAS, the Contractor has been engaged in and now does such work and represents that he is fully equipped, competent and capable of performing the desired and herein outlined work and is ready and willing to perform such work in accordance with the unit prices listed herein and the provisions of the herein included in the Contract Documents, and special provisions now

WITNESSETH: That for and in consideration of the unit prices listed herein, a part of this contract, the Contractor agrees to do, at his own proper cost and expense, all the work necessary for project completion as shown and described in the plans and in accordance with the provisions of the plans, drawings, specifications, addenda, and special provisions which are a part of this contract.

CONTRACTOR'S REPRESENTATIONS:

In order to induce Jefferson County to enter into this Agreement, Contractor makes the following representations:

Contractor has examined and carefully studied the Contract Documents (including plans, drawings, specifications, addenda, special provisions) identified in the Bidding Documents.

Contractor has visited the Site and/or become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.

Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

Contractor is aware of the general nature of any work to be performed by Jefferson County and the others at the Site that relates to the Work as indicated in the Contract Documents.

Contractor has given Jefferson County written notice of all conflicts, errors, ambiguities, or discrepancies that contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer or Purchasing Department is acceptable to the Contractor.

The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

LIQUIDATED DAMAGES:

Contractor and Jefferson County recognize that time is of the essence of this Agreement and that Jefferson County will suffer financial loss if the Work is not completed within the times specified in the bid specifications and this above, plus any extensions thereof allowed in accordance with bid specifications. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Jefferson County if the Work is not completed on time. Accordingly, instead of requiring any such proof, Jefferson County and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Jefferson County **\$100.00** for each day that expires after the time specified in Notice to Proceed.

CONTRACT PRICE:

Jefferson County shall pay Contractor the lump sum amount of \$ [Contract Amount Here] for completion of the Work in accordance with Contract Documents including plans, specifications, addenda, and special provisions for Project: **(IFB 19-003/JW), Demolition of Hangar No. 3 at Jack Brooks Regional Airport.**

All specific cash allowances are included in the above price and have been calculated in accordance with bid specifications and addenda (if applicable).

CONTRACT TIMES:

Time for completion of this contract shall be calculated beginning on the effective date given in the Notice to Proceed.

The work to be constructed under this contract shall be completed in (30) working days.

The County, in consideration of the full and true performance of said work by the Contractor, hereby agrees and binds itself to pay the Contractor for the quantities of work performed in compliance with this contract at the respective unit prices set forth herein, subject to adjustment as herein provided. The following items of work and respective unit prices are those contained in the original proposal and are a part of this contract. The County limits its obligation hereunder to the funds available.

The Contractor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement, or in compensation for services in connection therewith, any brokerage commission or percentage upon the amount receivable by him hereunder; and that he has not in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission or percentage; and that all moneys payable to him hereunder are free from all obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the County or for deduction from any sum due or to become due thereunder an amount equal to any brokerage commission or percentage so paid or agreed to be paid or both.

In the employment of labor in the performance of this contract, preference shall be given, other conditions being equal, to honorably discharged service personnel, but no other preference or discrimination among citizens of the United States shall be made.

It is acknowledged and agreed by the parties hereto that this contract is the full and complete contract for the construction of the work called for and described herein.

IN WITNESS WHEREOF, the parties hereto have set their hands the date herein named.

COUNTY OF JEFFERSON

Party of the First Part

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs hereto approved and authorized by the Commissioners' Court of Jefferson County:

By: _____
Jeff R. Branick, County Judge

RECOMMENDED FOR EXECUTION:

Billy J. Smith, Jr., President
Fittz & Shipman, Inc. / Consulting Engineer

CONTRACTOR

Party of the Second Part

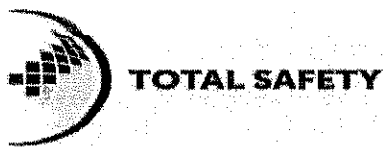
By: _____
Printed Name & Title

Signature

Firm/Company Name

ATTEST: _____
Carolyn L. Guidry, County Clerk

DATE: _____



Building HEROES. Protecting HEROES.

TECHNICAL SPECIFICATIONS

FOR:

**Jack Brooks Regional Airport – Hangar #3
4875 Parker Drive
Beaumont, Texas
Asbestos/Lead Abatement Project**

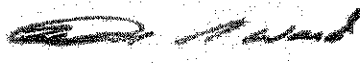
PREPARED FOR:

**Jefferson County – Jack Brooks Regional Airport
4875 Parker Drive
Beaumont, Texas 77705**

PREPARED BY:

**Total Safety U.S., Inc.
365 Hwy 365
Port Arthur, Texas 77640**

By: _____


Daniel R. Ward
DSHS Consultant License No. 10-5479
DSHS Agency License No. 10-0489

December 2018
Project No.: 6079122

SECTION 01013 - SUMMARY of WORK (ASBESTOS/LEAD)

PART 1 – GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 PROJECT/WORK IDENTIFICATION:

- A. Except as otherwise expressly provided herein, Contractor shall supply all labor, supervision, installed and consumable materials, equipment, tools, services, testing devices, warehousing, and each and every item of expense necessary for the supply, fabrication, erection, installation, application, handling, hauling, unloading and receiving, construction, evaluation, design engineering, testing, and assembly of the abatement of asbestos/lead-containing/contaminated materials at the **Jack Brooks Regional Airport – Hangar #3 located at 4875 Parker Drive in Beaumont, Texas** herein called the Work.
- B. The Work described herein shall include furnishing all labor, materials, equipment, services, insurance, safety equipment, supplies, and incidentals which are necessary or required to clean up all disturbed asbestos/lead-containing materials at the worksite, including airborne /lead fibers to the levels indicated herein. Further, this work shall include packing, handling, transporting, and disposing of disturbed asbestos/lead-containing materials in an appropriate landfill, as required by law.
- C. The Asbestos/Lead Abatement Contractor shall comply with these plans and specifications, their intent, and any requirements set forth by Federal, State or local agencies having jurisdiction over this project.
- D. **Quantities: Quantities, if given in the specifications and/or on the Drawings, are approximate. The contractor shall be solely responsible for all quantities of materials specified for removal or clean up.**
- E. Contract Documents: Related requirements and conditions that are indicated on the Contract Documents include, but are not necessarily limited to the following:
 - 1. Applicable codes and regulations.
 - 2. Notices and permits.
 - 3. Existing site conditions and restrictions on use of the site.
 - 4. Work performed prior to work under this Contract.
 - 5. Alterations and coordination with existing work.
 - 6. Work to be performed concurrently by the Owner.
 - 7. Work to be performed concurrently by separate contractors.
 - 8. Alternates.
 - 9. Allowances.
 - 10. Pre-purchased material/equipment for Contract, with purchase price included in the Contract Sum.
 - 11. Pre-purchased subcontracts for the Contract, with subcontract amounts included in the Contract Sum.
 - 12. Requirements for partial Owner occupancy prior to substantial completion of the Contract Work.

- F. **Summary by References:** Work of the Contract can be summarized by references to the Contract, General Conditions, Supplementary Conditions, Specification Sections, Drawings, addenda and modifications to the Contract Documents issued subsequent to the initial printing of this project manual and including but not necessarily limited to printed material referenced by any of these. Work of the Contract is also unavoidably affected or influenced by governing regulations, natural phenomenon including weather conditions and other forces outside the contract documents.
- G. **Abbreviated Written Summary:** Briefly and without force and effect upon the contract documents, the work of the Contract can be summarized as follows:
- H. **The Work includes the removal of asbestos/lead-containing materials in select areas of the structure according to the requirements of the following specification sections in the sequence indicated:**
- I. **General and Administrative Requirements:** are set forth in the following specification sections:
1. 01013 - Summary of Work (Asbestos/Lead)
 2. 01043 - Project Coordination
 3. 01091 - Definitions and Standards
 4. 01301 - Submittals
 5. 01701 - Project Closeout
- J. **Abatement Work Requirements:** are set forth in the following specification sections, listed here according to the sequence of the work:
1. 01092 - Codes, Regulations and Standards: sets forth governmental regulations and industry standards which are included and incorporated herein by reference and made a part of the specification. This section also sets forth those notices and permits which are known to the Owner and which either must be applied for and received, or which must be given to governmental agencies before start of work.
 2. 01503 - Temporary Facilities: sets forth the support facilities needed such as electrical and plumbing connections for the decontamination unit and office space for the Project Administrator.
 3. 01526 - Temporary Enclosures - details the requirements for the sheet plastic barriers isolating the work area from the balance of the building.
 4. 01563 - Decontamination Units - explains the setup and operation of the personnel and material decontamination units.
 5. 01513 - Temporary Pressure Differential and Air Circulation System - sets forth the procedures to set up pressure differential isolation and ventilation of the work area.
 6. 01560 - Worker Protection - describes the equipment and procedures for protecting workers against asbestos/lead contamination and other workplace hazards except for respiratory protection.
 7. 01562 - Respiratory Protection - sets forth the procedures and equipment required for adequate protection against inhalation of airborne asbestos/lead fibers.
 8. 02084 - Disposal of Asbestos/Lead Containing Waste Material
- K. **Decontamination of the Work Area:** after completion of abatement work is described in the following sections:

1. 01712 - Cleaning and Decontamination Procedures: sets forth procedures to be used on contaminated objects and rooms which are not part of an abatement work area.
2. 01711 - Project Decontamination: describes the sequence of cleaning and decontamination procedures to be followed during removal of the sheet plastic barriers isolating a work area.
3. 01714 - Work Area Clearance: describes the analytical methods used to determine if the work area has been successfully cleaned of contamination.
4. 01701 - Project Closeout: details the closeout procedures to end the project once abatement work is complete including final paperwork requirements.

1.3 SCOPE OF WORK (SPECIFIC)

ASBESTOS-CONTAINING MATERIALS

MATERIAL	LOCATION	AMOUNT
<i>Window/Door Caulking Glazing</i>	<i>Northwest Wall Southeast Wall Northeast Entry Panels</i>	<i>52 Windows 1 Entry Door</i>

LEAD-BASED PAINT

MATERIAL	LOCATION	AMOUNT
<i>Metal Beams</i>	<i>Throughout Structure</i>	<i>Throughout</i>
<i>Interior Panels</i>	<i>Throughout Structure</i>	<i>Throughout</i>
<i>Door Frame</i>	<i>Northeast Corner</i>	<i>One Entry Door</i>

1.4 SCOPE OF WORK (GENERAL)

- A. Protect and isolate, as required, all building systems and appurtenances affected or traversing through and contained within the work area.
- B. Seal all penetrations, chases, cavities and voids, etc. prior to the removal of any asbestos/lead-containing/contaminated material.
- C. All final air asbestos clearance samples shall be analyzed by Phase Contrast Microscopy (PCM) as outlined in Section 01714.

1.5 SPECIAL REQUIREMENTS

- A. The Asbestos/Lead Abatement Contractor is reminded that he is responsible for inspecting and removing any known or suspected asbestos/lead-containing materials within the work areas. **The contractor shall adhere to the following, if applicable:**
 1. In areas regulated for asbestos/lead abatement work, a pressure measuring device such as a manometer with strip recorder or equivalent shall be used to document the pressure differential in the regulated areas.

2. In areas regulated for asbestos/lead abatement work, all water sprayers shall be airless, or other type low pressure sprayer, for amended water application.
3. Transportation equipment, as required, shall be suitable for loading, temporary storage, transit, and unloading of contaminated waste to minimize exposure to persons or reduce the potential of release to the environment.
4. Any damage to adjacent property, including but not limited to walls, furnishings, etc., shall be repaired or replaced at the Contractor's expense. Owner shall make the decision whether damaged items may be repaired or shall be replaced.
5. It shall be in intent of the plans and specifications that all asbestos/lead-containing materials that could be hazardous to the health or welfare of the building occupants, visitors, or the general public be removed. This shall be accomplished in a manner consistent with present engineering practices to reduce the hazards or potential for hazards to building occupants, visitors, contractor personnel, and the general public.
6. Once differential pressure has been established:
 - a) Contractor shall have at least one representative posted at the site on a 24-hour basis.
 - b) Contractor is solely responsible for security of the project site.
 - c) No site is to be left unattended.
 - d) Attendants shall have the ability to effectively communicate the inherent dangers of the project, and be qualified, capable, and equipped to enter the containment (licensed as an asbestos/lead abatement supervisor by the Texas Department of Health).
 - e) The security guard(s) will be trained and familiar with building systems, including but not limited to, water turn-off points, electrical equipment, etc.
 - f) There will be no additional payments for security guards.
 - g) Security attendants are to make periodic inspections of the work area, and shall not be allowed to sleep while on duty.
7. Any non-asbestos/lead workers used for construction shall be identified in such a way as to identify them as non-asbestos/lead workers. This may be accomplished with a certain colored hard hat, or badge that the worker wears in plain sight. These workers shall not be allowed in regulated areas.
8. This abatement project will be conducted with respiratory protection in full accordance with all regulatory requirements including but not limited to the OSHA regulations. Any required sampling of Contractor personnel will be conducted by a qualified person supplied by the Contractor who will also be responsible for determining the appropriate level of respirator protection for the Contractor's employees.
9. The consultant shall be responsible for establishing the level of respiratory protection for the Consultant's employees and other non-contractor personnel. The contractor shall indemnify and hold harmless the Consultant and the Owner against any claims relating to respiratory protection.
10. Contractor is responsible for the security of Consultant's equipment while on site. Therefore, Contractor shall repair or replace any equipment of Consultant's that is damaged or stolen while on the job-site. Consultant shall hold harmless Owner claims by Consultant or other party.

1.6 CONTRACTOR USE OF PREMISES:

A. Use of the Site:

1. Confine operations at the site to the areas permitted under the Contract.
2. Portions of the site beyond areas on which work is indicated are not to be disturbed.

3. Conform to site rules and regulations affecting the work while engaged in project construction.
4. Do not unreasonably encumber the site with materials or equipment.
5. Confine stockpiling of materials and location of storage sheds to the areas indicated. If additional storage is necessary obtain and pay for such storage off site.
6. Lock automotive type vehicles, such as passenger cars and trucks and other mechanized or motorized construction equipment, when parked and unattended, so as to prevent unauthorized use. Do not leave such vehicles or equipment unattended with the motor running or the ignition key in place or accessible to unauthorized persons. Owner shall not be responsible for any thefts.
7. Smoking or open fires will not be permitted within the building enclosure or on the premises.
8. Use of existing toilets within the building, by the Contractor and his personnel, shall not be permitted. Contractor must provide portable toilet. Portable toilets shall be kept clean at all times.

1.7 OWNER OCCUPANCY:

A. Partial Owner Occupancy:

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

1.8 SUBMITTALS

A. Before the Start of Work, submit the following to the Owner's Representative for review:

1. Plan of Action:
 - a) Submit as a written report.
 - b) The work plan must address the number of workmen of the various trades that will man the job, the number of shifts and the number of days in the week that the work will be accomplished within the contract period.
2. Work Progress Schedule:
 - a) Within five working days after Contractor's receipt of the Notice-to-Proceed, if requested by Owner, the Contractor shall submit in triplicate to the Owner and the Owner's Representative for review, an estimated progress schedule for starting and completing the various classifications of construction.
 - b) The schedule shall be in such form and detail as directed by the Owner and copies, as required, shall be submitted to the Owner for approval simultaneously with the Owner's Representative.
 - c) The Work Progress Schedule shall be updated as directed by the Owner.
3. Inspection:
 - a) Report on inspection carried out as required by this section. Include copies of all photographs, video tapes, etc. Submit in the same manner as product data.

1.9 INTERRUPTION OF SERVICES AND FUNCTIONS DISCONNECTION, MOVING RECONNECTION REINSTALLING UTILITIES AND APPURTENANCES

1. Overtime for Utility Work:
 - a) When work is required by the Contractor during the utility tie-ins (or correction of Contractor's damage to existing utilities), the Physical Plant personnel must be involved. This work shall be coordinated with them for their availability.
2. Temporary Services Expenses:
 - a) The Contractor shall bear all expenses for temporary services required at any time during the course of the project.

1.10 SCHEDULE OF WORK

- a) If the completion of the work is not on schedule, the Contractor shall provide a work plan and implement his best efforts to get back on and meet the schedule by increasing manpower and/or schedule.
- b) If the completion of the Work is not on schedule as specified in the section of the specifications and professional judgment of the Owner and Consultant cannot be put back schedule by increasing manpower, the Contractor shall immediately use the best efforts to (in addition to increased manpower, if necessary) increase the hours and/or days worked (i.e. add shifts). Additional costs associated with such manpower/shifts shall be at no additional cost to Owner. Additionally, it is understood that additional shifts will require additional work for the Consultant, the additional cost of which shall be borne by the Contractor at a cost of \$100 per field technician hour. TEM analysis will be charged at \$200 per sample for 24-hour turnaround for additional samples other than the first set of samples. Overtime work is not to be confused with liquidated damages, as set forth in the Supplementary Conditions to the contract.

1.11 CONDITIONS AND RISKS OF WORK

- A. Contractor represents that Contractor has carefully examined the drawings and specifications for the Work and has fully acquainted itself with and understands all other conditions relevant to the Work, and its surroundings, and Contractor assumes the risk of such conditions and will, regardless of such conditions, the expense, difficulty of performing the Work, or negligence, if any, of the Owner or Consultant, fully complete the Work for the stated Contract Price without further recourse to the Owner or Consultant.
- B. Information on the site of the Work and local conditions at such site furnished by Owner or Consultant in specifications drawings or otherwise is not guaranteed by Owner or Consultant and is furnished only for the convenience of Contractor.

1.12 PLAN OF ACTION:

- A. No later than three days prior to the preconstruction meeting submit a detailed plan of the procedures proposed for use in complying with the requirements of this specification. The plan must be approved by the Owner's Representative prior to commencement of work. The plan should include:
 1. Location and layout of decontamination areas.
 2. The sequencing of asbestos/lead work.
 3. The interface of trades involved in the performance of work.
 4. Methods to be used to assure the safety of building occupants and visitors to the site.

5. Disposal plan including location of approved disposal site.
6. Detailed description of the methods to be employed to control pollution.
7. Use of portable HEPA ventilation system.
8. Closing out of the building's HVAC system.
9. Method of removal to prohibit visible emissions in work area.
10. Packaging of removed asbestos/lead debris.

1.13 INSPECTION:

A. Prior to commencement of work:

1. Inspect areas in which work will be performed.
2. Prepare a listing of damage to structure, surfaces, equipment or of surrounding properties which could be misconstrued as damage resulting from the work.
3. Photograph or videotape existing conditions as necessary to document conditions, both at the interior and exterior of the building and site (including exit ramps and parking facilities, shall be included).
4. Submit to Owner's Representative prior to starting work.

1.14 POTENTIAL ASBESTOS/LEAD HAZARD:

A. The disturbance or dislocation of asbestos/lead-containing materials may cause airborne asbestos/lead to be released into the building's atmosphere, thereby creating a potential health hazard to workmen and building occupants.

1. Apprise all workers, supervisory personnel, subcontractors and consultants who will be at the job site of the seriousness of the hazard and of proper work procedures which must be followed.
2. The Abatement Contractor and his subcontractors shall be required to sign a Certificate of Worker's Acknowledgment of hazards associated with asbestos/lead prior to entering the work area.

B. Where in the performance of the work, workers, supervisory personnel, subcontractors, or consultants may encounter, disturb, or otherwise function in the immediate vicinity of any identified asbestos/lead-containing materials take appropriate continuous measures as necessary to protect all building occupants from the potential hazard of exposure to airborne asbestos/lead. Such measures shall include the following:

1. The procedures and methods described herein.
2. Compliance with regulations of applicable federal, state and local agencies.

1.15 STOP WORK:

A. If the Owner, the Owner's Representative, or the Project Administrator presents a verbal or written stop work order immediately and automatically stop all work. Do not recommence work until authorized in writing by Owner's Representative.

B. The Owner or Consultant has the authority to stop any or all abatement activities at any time that it has been determined or is suspected that conditions are not within the specifications or an applicable regulation, or that an unsafe condition exists. The decision to stop work is solely at the discretion of the Owner or Consultant.

C. The abatement activity shall not continue until the conditions have been corrected to the satisfaction of the Owner or Consultant.

- D. Standby time occurring during a stop work condition shall be at the Contractor's expense.

1.16 INSPECTIONS

- A. The Asbestos/Lead Abatement Contractor is solely responsible for any and all site inspections, estimations of quantity of work, or recognition of unusual or special situations which may affect a timely and scheduled completion of this work. The Asbestos/Lead Abatement Contractor shall satisfy himself that the work can be completed as set forth by the specifications before starting work.
- B. Any Authorized Visitor shall have access to the worksite, materials, records, or any other relevant data specified herein and, furthermore, the Contractor shall provide proper facilities and equipment for such access and inspection.
- C. ONLY AUTHORIZED VISITORS WILL BE ALLOWED ON THE WORKSITE.

1.17 CLEARANCE TESTING

- A. Following clean-up of each work area, final clearance monitoring shall be performed by the Consultant. A final clearance of 0.01 fibers/cc by Phase Contrast Microscopy (PCM) is required for asbestos/lead.

END OF SECTION - 01013

SECTION 01043 - PROJECT COORDINATION (ASBESTOS)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 COPIES OF DOCUMENTS:

- A. Owner shall furnish to Contractor 3 copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work.
- B. Additional copies will be furnished, upon request, at the cost of reproduction.

1.3 BEFORE STARTING CONSTRUCTION:

- A. Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements.
- B. Contractor shall promptly report in writing to Owner's Representative any conflict, error or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Owner's Representative before proceeding with any Work affected thereby.
- C. Within five days after the Effective Date of the Agreement, Contractor shall submit to Owner's Representative for review:
 - 1. An estimated progress schedule indicating the starting and completion dates of the various stages of the Work;
 - 2. A preliminary schedule of Shop Drawing submissions; and
 - 3. A preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed at the time of submission.
- D. Before any Work at the site is started, Contractor shall deliver to Owner, with a copy to Engineer, certificates (and other evidence of insurance requested by Owner) which Contractor is required to purchase and maintain in accordance with these Contract Documents.

1.4 SUMMARY:

- A. This Section specifies administrative and supervisory requirements necessary for Project coordination including, but not necessarily limited to:

1. Administrative and supervisory personnel.
 2. Progress Meetings
 3. Pre-Construction Conference
 4. Daily Log
 5. Special reports.
 6. Contingency Plans
 7. Notifications to other entities at job site.
- B. Requirements for the Contractor's Construction Schedule are included in Section "Submittals."

1.5 FINALIZING SCHEDULE

- A. At least ten days before submission of the first Application for Payment, the Contractor shall submit to Owner's Representative a finalized progress schedule in accordance with these Contract Documents.
- B. The finalized progress schedule will be acceptable to Owner's Representative as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on Owner's Representative responsibility for the progress or scheduling of the Work nor relieve Contractor from full responsibility.
- C. The finalized schedule of Shop Drawing submissions will be acceptable to Owner's Representative as providing a workable arrangement for processing the submissions.
- D. The finalized schedule of values will be acceptable to Owner's Representative as to form and substance.

1.6 FAMILIARITY WITH WORK

- A. Contractor represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study and observations with the requirements of the Contract Documents.
- B. Contractor also represents that to the extent he deems necessary he has studied all surveys and investigation reports and physical conditions, and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

1.7 BUILDING INSPECTION

- A. The Contractor represents that he has thoroughly inspected the property, has familiarized himself with the proposed work, has determined that the work can be accomplished as set forth in the Contract Documents, understands and agrees to the intent of the work as set forth.

1.8 ADMINISTRATIVE AND SUPERVISORY PERSONNEL:

A. General Superintendent:

1. Provide a full-time General Superintendent who is experienced in administration and supervision of asbestos abatement and demolition projects including work practices, protective measures for building and personnel, disposal procedures, etc.
2. This person is the Contractor's "Competent Person" and Representative responsible for compliance with all applicable federal, state and local regulations, particularly those relating to asbestos-containing materials.
3. This person will be the Competent Person required by OSHA in 29 CFR 1926.1101, and shall be licensed in accordance with the Texas Asbestos Health Protection Rules.
4. This person must be on-site at all times, and may not manage more than one project at a time.
5. Experience and Training: The General Superintendent must have completed a course at an EPA Training Center or equivalent certificate course in asbestos abatement procedures, and have had a minimum of two (2) years on-the-job training in asbestos abatement procedures.
6. Competent Person: The General Superintendent is to be a Competent Person as required by OSHA in 29 CFR 1926.1101.
7. Licensed Individual: The General Superintendent is to be a licensed asbestos abatement supervisor as required by Texas Asbestos Health Protection Rules section 295.46.

1.9 PROGRESS MEETINGS:

A. General:

1. In addition to specific coordination and pre-installation meetings for each element of work, and other regular project meetings held for other purposes, Owner's Representative will hold general progress meetings as required.
2. These meeting will be scheduled, where possible, at time of preparation of payment request.
3. Require each entity then involved in planning, coordination or performance of work to be properly represented at each meeting.

1.10 PRE-CONSTRUCTION CONFERENCE:

- A. An initial progress meeting, recognized as "Pre-Construction Conference" will be convened by the Owner's Representative prior to start of any work.
- B. Meet at project site, or as otherwise directed with General Superintendent, Owner, Owner's Representative, Project Administrator, and other entities concerned with the asbestos abatement and demolition work.
- C. 72 hours advance notice will be provided to all participants prior to convening Pre-Construction Conference.
- D. This is an organizational meeting, to review responsibilities and personnel assignments and to locate the containment and decontamination areas and temporary facilities including power, light, water, etc.
- E. Procedures for handling Shop Drawings and other submittals and to establish a working understanding among the parties as to the Work will be discussed.

1.11 DAILY LOG:

- A. Daily Log: Maintain just outside the Decontamination Unit a daily log documenting the dates and time of but not limited to, the following items:
 - 1. Meetings; purpose, attendees, brief discussion;
 - 2. Visitations; authorized and unauthorized;
 - 3. Personnel, by name, entering and leaving the work area;
 - 4. Special or unusual events, i.e. barrier breaching, equipment failures, accidents;
 - 5. Air monitoring tests and test results; and
 - 6. Documentation of Contractor's completion of the following:
 - a) Inspection of work area preparation prior to start of removal and daily thereafter;
 - b) Removal of any sheet plastic barriers;
 - c) Contractor's inspections prior to spray back, lock back, encapsulation, enclosure or any other operation that will conceal the condition of asbestos-containing materials or the substrate from which such materials have been removed;
 - d) Removal of waste materials from work area;
 - e) Decontamination of equipment (list items); and
 - f) Contractors final inspection/final air test analysis.
- B. Provide two (2) copies of this log to Project Administrator on a daily basis.
- C. Submit copies of this log at final closeout of project as a project close- out submittal.

1.12 SPECIAL REPORTS:

- A. General: Except as otherwise indicated, submit special reports directly to Owner immediately upon occurrence requiring a special report, with copy to Owner's Representative and others affected by occurrence.
- B. Reporting Unusual Events:
 - 1. When an event of unusual and significant nature occurs at site (examples: failure of pressure differential system, rupture of temporary enclosures), prepare and submit a special report listing chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information.
 - 2. When such events are known or predictable in advance, notify OEHS immediately!
- C. Reporting Accidents:
 - 1. Prepare and submit reports of significant accidents, at site and anywhere else work is in progress.
 - 2. Record and document data and actions; comply with industry standards. For this purpose, a significant accident is defined to include events where personal injury is sustained, property loss of substance is sustained, or where the event posed a significant threat of loss or personal injury.
- D. Report Discovered Conditions:
 - 1. When an unusual condition of the building is discovered during the work (e.g. leaks, termites, corrosion) immediately notify OEHS.
 - 2. Prepare and submit a special report indicating condition discovered.

1.13 CONTINGENCY PLAN:

- A. Prepare a contingency plan for emergencies including fire, accident, power failure, pressure differential system failure, supplied air system failure, or any other event that may require modification or abridgment of decontamination or work area isolation procedures.
- B. Include in plan specific procedures for decontamination or work area isolation. Note that nothing in this specification should impede safe exiting or providing of adequate medical attention in the event of an emergency.
- C. Post in clean room of Personnel Decontamination Unit telephone numbers and locations of emergency services including but not limited to fire, ambulance, doctor, hospital, police, power company, telephone company, TDH, OFP, and OEHS.

1.14 NOTIFICATIONS

- A. Notify other entities at the job site of the nature of the asbestos abatement activities, location of asbestos-containing materials, requirements relative to asbestos set forth in these specifications and applicable regulations.
- B. Notify emergency service agencies including fire, ambulance, police or other agency that may service the abatement work site in case of an emergency.
- C. Notification is to include methods of entering work area, emergency entry and exit locations, modifications to fire notification or fire fighting equipment, and other information needed by agencies providing emergency services.
- D. Notifications of Emergency: Any individual at the job site may notify emergency service agencies if necessary without effect on this Contract or the Contract Sum.

1.15 SUBMITTALS

- A. Before the Start of Work: Submit the following to the Owner's Representative for review. No work shall begin until these submittals are returned with Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use or final-but-restricted use.
 - 1. Contingency Plans: for emergency actions.
 - 2. Telephone Numbers: and location of emergency services.
 - 3. Notifications: sent to other entities at the work site.
 - 4. Notifications: sent to emergency service agencies.
 - 5. Resume: of general superintendent.
 - 6. Accreditation: submit evidence in form of training course certificate of accreditation of General Superintendent as an asbestos abatement supervisor.
 - 7. Staff Names: Within 15 days of Notice to Proceed, submit a list of the Contractor's principal staff assignments, including the Superintendent and other personnel in attendance at the site; identify individuals, their duties and responsibilities; list their addresses and telephone numbers.
 - 8. Post copies of the list in the project meeting room, the temporary field office, and each temporary telephone.

END OF SECTION - 01043

SECTION 01091 - DEFINITIONS AND STANDARDS (ASBESTOS)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 SUMMARY

- A. General Explanation: A substantial amount of specification language constitutes definitions for terms found in other contract documents, including the drawings. (Drawings must be recognized as diagrammatic in nature and not completely descriptive of the requirements indicated thereon.) Certain terms used in Contract Documents are defined in this article.
- B. General Requirements: The provisions or requirements of Division-1 sections apply to entire work of Contract and, where so indicated, to other elements which are included in project.

1.3 DEFINITIONS:

- A. General: Definitions contained in this Article are not necessarily complete, but are general to the extent that they are not defined more explicitly elsewhere in the Contract Documents.
- B. Addenda: Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Bidding Documents or the Technical Specifications.
- C. Agreement: The written agreement between Owner and Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.
- D. Application for Payment: The form accepted by Owner's Representative which is to be used by Contractor in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.
- E. Approve: The term "approved," where used in conjunction with the Owner's Representative's action on the Contractor's submittals, applications, and requests, is limited to the responsibilities and duties of the Architect stated in General and Supplementary Conditions. Such approval shall not release the Contractor from responsibility to fulfill Contract Document requirements, unless otherwise provided in the Contract Documents.
- F. Bid: The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- G. Bonds: Bid, performance and payment bonds and other instruments of security.
- H. Change Order: A document recommended by the Owner's Representative, which is signed by Contractor and Owner and authorizes an addition, deletion or revision in the Work, or

an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of Agreement.

- I. Directed: Terms such as "directed", "requested", "authorized", "selected", "approved", "required", and "permitted" mean "directed by the Owner's Representative", "requested by the Owner's Representative", and similar phrases. However, no implied meaning shall be interpreted to extend the Owner's Representative's responsibility into the Contractor's area of construction supervision.
- J. The term "experienced," when used with the term "Installer" means having a minimum of 5 previous Projects similar in size and scope to this project, and familiar with the precautions required, and has complied with requirements of the authority having jurisdiction.
- K. Furnish: The term "furnish" is used to mean "supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, and similar operations."
- L. General Superintendent: This is the Contractor's Representative at the work site. This person will generally be the Competent Person required by OSHA in 29 CFR 1926.1101.
- M. Indicated: This term refers to graphic representations, notes or schedules on the Drawings, or other Paragraphs or Schedules in Specifications, and similar requirements in Contract Documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used, it is to help locate the reference; no limitation on location is intended except as specifically noted.
- N. Install: The term "install" is used to describe operations at project site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations."
- O. Installer: An "Installer" is an entity engaged by the Contractor, either as an employee, subcontractor or sub- subcontractor for performance of a particular construction activity, including installation, erection, application and similar operations. Installers are required to be experienced in the operations they are engaged to perform.
- P. Notice of Award: The written notice by Owner, or by Owner's Representative in Owner's behalf, to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, Owner will sign and deliver the Agreement.
- Q. Notice to Proceed: A written notice given by Owner, or Owner's Representative in Owner's behalf, to Contractor (with a copy to Owner's Representative) fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform Contractor's obligations under the Contract Documents.
- R. Owner's Representative: This is the entity described as the "Environmental Consultant" or "Consultant" in all areas of these Contract documents and Technical specifications. All references to Environmental Consultant or Consultant in the Contract Documents in all cases refer to the Owner's Representative. The Owner's Representative will represent the Owner during abatement activities and until final payment is due. The Owner's Representative will advise and consult with the Owner. The Owner's instructions to the Contractor will be forwarded through the Owner's Representative.
- S. Project Administrator:

1. This is the entity described as the "Project Representative" in AIA Document A201 "General Conditions of the Contract for Construction," or is the entity described as "Engineer" in Engineers Joint Contract Document Committee (EJCDC) Document 1910-8 "Standard General Conditions of the Construction Contract."
 2. The Project Administrator is a full time representative of the Owner at the job site with authority to stop the work upon verbal order if requirements of the Contract Documents are not met, or if in the sole judgment of the Project Administrator, Owner's Representative, Owner, the interests of the Owner, safety of any person or the Owner's property are jeopardized by the work.
- T. Project Site is the space available to the Contractor for performance of the work, either exclusively or in conjunction with others performing other construction as part of the project. The extent of the project site is shown on the Drawings, and may or may not be identical with the description of the land upon which the project is to be built.
- U. Provide: The term "provide" means "to furnish and install, complete and ready for the intended use."
- V. Regulation: The term "Regulations" includes laws, statutes, ordinances and lawful orders issued by authorities having jurisdiction, as well as rules, conventions and agreements within the construction industry that control performance of the Work, whether they are lawfully imposed by authorities having jurisdiction or not.
1. Substantial Completion: The Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer as evidenced by Engineer's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part), (1) can be used for the purposes for which it is intended, (2) all pay items in the schedule of unit prices are complete, (3) all remaining work, if any, be considered by the Owner's Representative to be minor items; or if there be no such certificate issued, when final payment is due in accordance with these Contract Documents. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.
- W. Testing Laboratories: A "testing laboratory" is an independent entity engaged to perform specific inspections or tests, either at the project site or elsewhere, and to report on, and, if required, to interpret, results of those inspections or tests.
1. Work: The entire complete construction, or abatement, or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, or abatement, all as required by the Contract Documents.
- 1.4 DEFINITIONS RELATIVE TO ASBESTOS ABATEMENT:
- A. Abatement: The Procedure to control fiber release from asbestos-containing building materials. Activities include removal, encapsulation, and enclosure.
 - B. ACM: Asbestos-Containing Material.

- C. Accredited or Accreditation (when referring to a person or laboratory): A person or laboratory accredited in accordance with section 206 of Title II of the Toxic Substances Control Act (TSCA).
- D. Acoustical Insulation: The general application or use of asbestos for the control of sound due to its lack of reverberant surfaces.
- E. Acoustical tile: A finishing material in a building usually found in the ceiling or walls for the purpose of noise control.
- F. Aerosol: A system consisting of particles, solid or liquid, suspended in air.
- G. Aggressive Sampling: Air sampling which takes place after final cleanup while the air is being physically agitated to produce a "worst case" situation.
- H. Air Cell: Insulation normally used on pipes and duct work that is comprised of corrugated cardboard which is frequently comprised of asbestos combined with cellulose or refractory binders.
- I. Air Diffuser: A device designed to disperse an air stream throughout a given area.
 - 1. Air Filtration Unit (AFU): Usually refers to machines used to provide ventilation and a negative static pressure differential within a completely enclosed asbestos work area. An AFU usually consists of the following: A fan system to draw air through a special set of filters - a gross prefilter, an intermediate filter and a HEPA filter - and exhaust clean air to the outside. AFUs are rated by the amount of air that can be drawn through them in a given amount of time, which is expressed in cubic feet of air per minute (e.g. 2,000 CFM). Loaded or clogged filters can seriously affect the displacement volume capability or efficiency of these devices.
- J. Air Lock: A system for permitting ingress and egress with minimum air movement between a contaminated area and an uncontaminated area.
- K. Air Monitoring: The process of measuring the fiber content of a specific volume of air in a stated period of time.
- L. Air Plenum: Any space used to convey air in a building or structure. The space above a suspended ceiling is often used as an air plenum.
- M. Air Purifying Respirator: A respirator that relies on filters to remove a particular contaminant(s) from the ambient air. They include both negative pressure and powered respirators. No type of air purifying respirator will protect the wearer from low oxygen atmospheres.
- N. Airline Respirator: A respirator that is connected to a compressed breathing air source by a hose.
- O. Ambient Air: The surrounding air or atmosphere in a given area under normal conditions.
- P. Amended Water: Water to which a surfactant has been added to decrease the surface tension to 35 or less dynes.

- Q. **Amosite:** An asbestiform mineral of the amphibole group containing approximately 50 percent silicon and 40 percent iron oxide, and is made up of straight, brittle fibers, light gray to pale brown in color.
- R. **Approved Landfill:** A site for the disposal of asbestos-containing and other hazardous wastes that has been given EPA approval.
- S. **Asbestos:** The asbestiform varieties of serpentine (chrysotile), riebeckite (crocidolite), cummingtonite-grunerite, anthophyllite, and actinolite-tremolite. For purposes of determining respiratory and worker protection both the asbestiform and non-asbestiform varieties of the above minerals and any of these materials that have been chemically treated and/or altered shall be considered as asbestos.
- T. **Asbestos Abatement Contractor:** The Contractor designated in the contract documents as being responsible to the Owner for the control or abatement of asbestos-containing materials.
- U. **Asbestos-Containing Material (ACM):** Any material containing more than 1% by weight of asbestos of any type or mixture of types, as determined by the Environmental Protection Agency's Interim Method.
- V. **Asbestos-Containing Building Material (ACBM):** Surfacing ACM, thermal system insulation ACM, or miscellaneous ACM that is found in or on interior structural members or other parts of a building.
- W. **Asbestos-Containing Waste Material:** Any material which is or is suspected of being or any material contaminated with an asbestos-containing material which is to be removed from a work area for disposal.
- X. **Asbestos Control:** Minimizing the generation of airborne asbestos fibers until a permanent solution is developed.
- Y. **Asbestos Debris:** Pieces of ACBM that can be identified by color, texture, or composition, or means dust, if the dust is determined by an accredited inspector to be ACM.
- Z. **Asbestos Exposure Assessment System:** A decision tool which can be used to determine the extent of the asbestos hazard that exists in a building, and which can also be used to develop corrective actions.
- AA. **Authorized Visitor:** The Owner, the Owner's Representative, the Consultant, the Consultant's inspector or representative, or any representative of a federal, state, county or local agency having jurisdiction over the project while acting in an official capacity. Any person whose name appears upon an approved authorized visitor's list. The testing lab personnel, the Architect/Engineer, or emergency personnel.
- BB. **Barrier:** Any surface that seals off the work area to inhibit the movement of fibers.
- CC. **Breathing Zone:** A hemisphere forward of the shoulders with a radius of approximately 6 to 9 inches.
- DD. **Ceiling Concentration:** The concentration of an airborne substance that shall not be exceeded.

- EE. Certified Industrial Hygienist (C.I.H.): An industrial hygienist certified in Comprehensive Practice by the American Board of Industrial Hygiene.
- FF. Clean Room: An uncontaminated area or room which is part of the worker decontamination enclosure with provisions for storage of worker's street clothes and protective equipment.
- GG. Curtained Doorway: A device to allow ingress and egress from one room to another while permitting minimal air movement between the rooms, typically constructed by placing two overlapping sheets of plastic over an existing or temporarily framed doorway, and securing the vertical edge of the other sheet along the opposite vertical side of the doorway.
- HH. Decontamination Enclosure System: A series of connected rooms, with curtained doorways between any two adjacent rooms, for the decontamination of workers and of materials and equipment. A decontamination enclosure system always contains at least one airlock.
- II. Differential Air Pressure Equipment: A portable local exhaust system equipped with HEPA filtration and capable of maintaining a constant, low velocity air flow into contaminated areas from adjacent uncontaminated areas.
- JJ. Demolition: The wrecking or taking out of any building component, system, finish or assembly of a facility together with any related handling operations.
- KK. Disposal Bag: A properly labeled 6 mil thick leak-tight plastic bags used for transporting asbestos waste from work and to disposal site.
- LL. Encapsulant: A material that surrounds or embeds asbestos fibers in an adhesive matrix, to prevent release of fibers.
- MM. Bridging encapsulant: an encapsulant that forms a discrete layer on the surface of an in situ asbestos matrix.
- NN. Penetrating encapsulant: an encapsulant that is absorbed by the in situ asbestos matrix without leaving a discrete surface layer.
- OO. Removal encapsulant: a penetrating encapsulant specifically designed to minimize fiber release during removal of asbestos-containing materials rather than for in situ encapsulation.
- PP. Encapsulation: All herein specified procedures necessary to completely enclose asbestos-containing building materials to control the possible release of asbestos fibers into the air.
- QQ. Enclosure: The construction of an air-tight, impermeable, permanent barrier around asbestos-containing material to control the release of asbestos fibers into the air.
- RR. Equipment Decontamination Enclosure: That portion of a decontamination enclosure system designed for controlled transfer of materials and equipment, typically consisting of a washroom and a holding area system designed for controlled transfer of materials and equipment, typically consisting of a washroom and a holding area.
- SS. Equipment Room: A contaminated area or room which is part of the worker decontamination enclosure with provisions for storage of contaminated clothing and equipment.

- TT. Filter: A media component used in respirators to remove solid or liquid particles from the inspired air.
- UU. Fixed Object: A unit of equipment or furniture in the work area which cannot be removed from the work area.
- VV. Friable Asbestos Material: Material that contains more than 1.0% asbestos by weight and that can be crumbled, pulverized, or reduced to powder by hand pressure when dry.
- WW. Glovebag: A sack (typically constructed of 6 mil transparent polyethylene or polyvinylchloride plastic) with inward projecting long sleeve gloves, one inward projecting sleeve, an internal tool pouch, and an attached, labeled receptacle for asbestos waste. These glovebags are designed to enclose an object from which an asbestos-containing material is to be removed.
- XX. Glovebag Technique: A method with applications for removing small amounts of friable asbestos-containing material from HVAC ducts, short pipe runs, valves, joints, elbows, and other non-planer surfaces in a non-contained work area. The glovebag is constructed and installed in such a manner that it surrounds the object or area to be decontaminated and contains all asbestos fibers released during the removal process. All workers who are permitted to use the glovebag technique must be highly trained, experienced, and skilled in this method.
- YY. Holding Area: A chamber in the equipment decontamination enclosure located between the washroom and an uncontaminated area. The holding area comprises an airlock.
- ZZ. HEPA Filter: A High Efficiency Particulate Air (HEPA) filter capable of trapping and retaining 99.97% of asbestos fibers greater than 0.3 microns in diameter or larger.
- AAA. HEPA Filter Vacuum Collection Equipment (or vacuum cleaner): High efficiency particulate air filtered vacuum collection equipment with a filter system capable of collecting and retaining asbestos fibers. Filters should be of 99.97% efficiency for retaining fibers of 0.3 microns or larger.
- BBB. High-efficiency particulate air filter: (HEPA) refers to a filtering system capable of trapping and retaining 99.97 percent of all monodispersed particles 0.3 mm in diameter or larger.
- CCC. Log Book: A notebook or other book containing essential project data and daily project information and a daily project diary. This book shall be kept up to date and on the project site at all times.
- DDD. Movable Object: A unit of equipment or furniture in the work area which can be removed from the work area.
- EEE. Negative Pressure Respirator: A respirator in which the air pressure inside the respiratory-inlet covering is positive during exhalation in relation to the air pressure of the outside atmosphere and negative during inhalation in relation to the air pressure of the outside atmosphere.
- FFF. Negative Pressure Ventilation System: A pressure differential and ventilation system.
- GGG. Personal Monitoring: Sampling of the asbestos fiber concentrations within the breathing zone of an employee.

- HHH. Plant: The tools, machinery, structures, equipment, etc. necessary to perform a mechanical operation, process, or to carry out a business.
- III. Plasticize: To cover floors and walls with plastic sheeting as herein specified.
- JJJ. Pressure Differential and Ventilation System: A local exhaust system, utilizing HEPA filtration capable of maintaining a pressure differential with the inside of the Work Area at a lower pressure than any adjacent area, and which cleans recirculated air or generates a constant air flow from adjacent areas into the Work Area.
- KKK. Protection Factor: The ratio of the ambient concentration of an airborne substance to the concentration of the substance inside the respirator at the breathing zone of the wearer. The protection factor is a measure of the degree of protection provided by a respirator to the wearer.
- LLL. Removal: All herein specified procedures necessary to remove asbestos-containing materials from the designated areas in an appropriate manner and to dispose of these materials at an acceptable site.
- MMM. Repair: Returning damaged ACBM to an undamaged condition or to an intact state so as to prevent fiber release.
- NNN. Respirator: A device designed to protect the wearer from the inhalation of harmful atmospheres.
- OOO. Shower Room: A room between the clean room and the equipment room in the worker decontamination enclosure with hot and cold running water and suitable arranged for complete showering during decontamination.
- PPP. Surfactant: A chemical wetting agent added to water to improve penetration, thus reducing the quantity of water required for a given operation or area.
- QQQ. Time Weighted Average (TWA): The average concentration of a contaminant in air during a specific time period.
- RRR. Visible Emissions: Any emissions containing particulate asbestos material that are visually detectable without the aid of instruments. This does not include condensed uncombined water vapor.
- SSS. Washroom: A room between the work area and the holding area in the equipment decontamination enclosure system. The washroom comprises an airlock.
- TTT. 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 or diluted removal encapsulant and afterwards thoroughly decontaminated or disposed of as asbestos-contaminated waste.
- UUU. Wiping: Final cleanup stage performed after gross asbestos removal where all surfaces are wet cleaned.
- VVV. Work Area: The area where asbestos-related work or removal operations are performed which is defined and/or isolated to prevent the spread of asbestos dust, fibers or debris, and entry by unauthorized personnel. Work area is a Regulated Area as defined by 29 CFR 1926.1101.

WWW. Worker Decontamination Enclosure System: That portion of a decontamination enclosure system designed for controlled passage of workers, and other personnel and authorized visitors, typically consisting of a clean room, a shower room, and an equipment room separated by air locks.

1.5 SPECIFICATION FORMAT AND CONTENT EXPLANATION

- A. This Article is provided to help the user of these Specifications understand the format, language, implied requirements, and similar conventions.
- B. None of the explanations shall be interpreted to modify the substance of Contract requirements.
- C. Specification Format:
 - 1. These Specifications are organized into Divisions, Sections or Trade Headings based on the Construction Specifications Institute's 16-Division format and the MASTERFORMAT numbering system.
 - 2. This organization conforms generally to recognized construction industry practice.
- D. Specification Content:
 - 1. This Specification has been produced employing conventions in the use of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances.
 - 2. These conventions are explained as follows:
 - 3. Language used in the Specifications and other Contract Documents is the abbreviated type. Implied words and meanings will be appropriately interpreted. Singular words will be interpreted as plural and plural words interpreted as singular where applicable and where the full context of the Contract Documents so indicates.
 - 4. Imperative Language is used generally in the Specifications. Requirements expressed imperative are to be performed by the Contractor. At certain locations in the text, for clarity, subjective language is used to describe responsibilities which must be fulfilled indirectly by the Contractor, or by others when so noted.
- E. Assignment of Specialists:
 - 1. The Specification requires that certain specific construction activities shall be performed by specialists who are recognized experts in the operations to be performed.
 - 2. The specialists must be engaged for those activities, and the assignments are requirements over which the Contractor has no choice or option.
 - 3. The ultimate responsibility for fulfilling Contract requirements remains with the Contractor.

4. This requirement should not be interpreted to conflict with enforcement of building codes or regulations governing the work. It is also not intended to interfere with local trade union jurisdictional settlements and similar conventions.
5. Trades: Use of titles such as "carpentry" is not intended to imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.

1.6 DRAWING SYMBOLS

- A. Graphic symbols used on the Drawings are those recognized in the construction industry for purposes indicated. Where not otherwise noted, symbols are defined by "Architectural Graphic Standards", published by John Wiley & Sons, Inc., seventh edition.
- B. Graphic symbols used on mechanical and electrical Drawings are generally aligned with symbols recommended by ASHRAE. Where appropriate, they are supplemented by more specific symbols recommended by technical associations including ASME, ASPE, IEEE and similar organizations. Refer instances of uncertainty to the Owner's Representative for clarification before proceeding.

1.7 INDUSTRY STANDARDS

- A. Applicability of Standards:
 1. Except where Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into Contract Documents.
 2. Such standards are made a part of the Contract Documents by reference.
 3. Individual Sections indicate which codes and standards the Contractor must keep available at the Project Site for reference.
- B. Referenced industry standards: take precedence over standards that are not referenced but recognized in the construction industry as applicable.
- C. Unreferenced industry standards: are not directly applicable to the work, except as a general requirement of whether the work complies with recognized construction industry standards.
- D. Publication Dates: Where compliance with an industry standard is required, comply with standard in effect as of date of Contract Documents.
- E. Updated Standards: At the request of the Owner's Representative, Contractor or authority having jurisdiction, submit a Change Order proposal where applicable code or standard has been revised and reissued after the date of the Contract Documents and before performance of Work affected. The Owner's Representative will decide whether to issue a Change Order to proceed with the updated standard.
- F. Conflicting Requirements:

1. Where compliance with two or more standards is specified, and they establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced, unless the Contract Documents indicate otherwise.
 2. Refer requirements that are different, but apparently equal, and uncertainties as to which quality level is more stringent to the Owner's Representative for a decision before proceeding.
- G. Minimum Quantities or Quality Levels:
1. In every instance the quantity or quality level shown or specified shall be the minimum to be provided or performed.
 2. The actual installation may comply exactly, within specified tolerances, with the minimum quantity or quality specified, or it may exceed that minimum within reasonable limits.
 3. In complying with these requirements, indicated numeric values are minimum or maximum values, as noted, or appropriate for the context of the requirements.
 4. Refer instances of uncertainty to the Owner's Representative for decision before proceeding.
- H. Copies of Standards: Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to that entities' construction activity. Copies of applicable standards are not bound with the Contract Documents.
1. Where copies of standards are needed for performance of a required construction activity, the Contractor shall obtain copies directly from the publication source.
 2. Although copies of standards needed for enforcement of requirements may be part of required submittals, the Owner's Representative reserves the right to require the Contractor to submit additional copies as necessary for enforcement of requirements.
- I. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. The following acronyms or abbreviations as referenced in Contract Documents are defined to mean the associated names. Names and addresses are subject to change, and are believed to be, but are not assured to be, accurate and up-to-date as of date of Contract Documents:

AIHA
American Industrial Hygiene Association
Wolf Ledges Parkway
Akron, OH 44311

AIA
American Institute of Architects
New York Ave. NW
Washington, DC 20006

ANSI
American National Standards Institute

1430 Broadway
New York, NY 10018

ASHRAE
American Society for Heating, Refrigerating, and Air Conditioning Engineers
Tullie Circle NE
Atlanta, GA 30329

ASME
American Society of Mechanical Engineers
East 47th Street
New York, NY 10017

ASPE
American Society of Plumbing Engineers
Thousand Oaks Boulevard, Suite 210
Westlake, CA 91362

ASTM
American Society for Testing and Materials
Race St.
Philadelphia, PA 19103

AWCI
Association of the Wall and Ceiling Industries-International
K Street, NW
Washington, DC 20002

CFR
Code of Federal Regulations
Available from Government Printing Office;
Washington, DC 20402
(usually first published in Federal Register)

CGA
Compressed Gas Association
Jefferson Davis Highway
Arlington, VA 22202

CS
Commercial Standard of NBS
(Dept. of Commerce)
Government Printing Office
Washington, DC 20402

DOT

Department of Transportation
Seventh St., SW
Washington, DC 20590

EPA
Environmental Protection Agency
M St., SW
Washington, DC 20460

FS
Federal Specification (General Services Admin.)
Obtain from your Regional GSA Office, or purchase from GSA Specifications Unit
(WFSIS)
7th and D Streets, S.W.
Washington, DC 20406
or 2140

GA
Gypsum Association
Orrington Ave.
Evanston; IL 60201

GSA
General Services Administration
F St. and 18th St., NW
Washington, DC 20405

IEEE
Institute of Electrical and Electronic Engineers
E. 47th Street
New York, NY 10017

MIL
Military Standardization Documents
Dept. of Defense)
Naval Publications and Forms Center
Tabor Ave.
Philadelphia, PA 19120

NBS
National Bureau of Standards
Dept. of Commerce)
Gaithersburg, MD 20234

NEC
National Electrical Code (by NFPA)

NFPA

National Fire Protection Association
Batterymarch Park
Quincy, MA 02269

NRCA
National Roofing Contractors Association
River Road
Rosemont, IL 60018

OSHA
Occupational Safety & Health Administration
(Dept. of Labor)
Government Printing Office
Washington, DC 20402

PS
Product Standard of NBS
(Dept. of Commerce)
Government Printing Office
Washington, DC 20402

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

UL
Underwriters Laboratories
Pfungsten Rd.
Northbrook, IL 60062

1.8 Trade Union Jurisdictions:

- A. The Contractor shall maintain, and require subcontractors to maintain, complete current information on jurisdictional matters, regulations and pending actions, as applicable to construction activities.
- B. The manner in which Contract Documents have been organized and subdivided is not intended to indicate of trade union or jurisdictional agreements.
- C. Discuss new developments at project meetings at the earliest feasible dates. Record relevant information and actions agreed upon.
- D. Assign and subcontract construction activities, and employ tradesmen and laborers in a manner that will not unduly risk jurisdictional disputes that could result in conflicts, delays, claims and losses.

1.9 SUBMITTALS:

- A. **Permits, Licenses and Certificates:** For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the work.

END OF SECTION - 01091

SECTION 01091 - DEFINITIONS AND STANDARDS (ASBESTOS)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 SUMMARY

- A. **General Explanation:** A substantial amount of specification language constitutes definitions for terms found in other contract documents, including the drawings. (Drawings must be recognized as diagrammatic in nature and not completely descriptive of the requirements indicated thereon.) Certain terms used in Contract Documents are defined in this article.
- B. **General Requirements:** The provisions or requirements of Division-1 sections apply to entire work of Contract and, where so indicated, to other elements which are included in project.

1.3 DEFINITIONS:

- A. **General:** Definitions contained in this Article are not necessarily complete, but are general to the extent that they are not defined more explicitly elsewhere in the Contract Documents.
- B. **Addenda:** Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Bidding Documents or the Technical Specifications.
- C. **Agreement:** The written agreement between Owner and Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.
- D. **Application for Payment:** The form accepted by Owner's Representative which is to be used by Contractor in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.
- E. **Approve:** The term "approved," where used in conjunction with the Owner's Representative's action on the Contractor's submittals, applications, and requests, is limited to the responsibilities and duties of the Architect stated in General and Supplementary Conditions. Such approval shall not release the Contractor from responsibility to fulfill Contract Document requirements, unless otherwise provided in the Contract Documents.
- F. **Bid:** The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- G. **Bonds:** Bid, performance and payment bonds and other instruments of security.
- H. **Change Order:** A document recommended by the Owner's Representative, which is signed by Contractor and Owner and authorizes an addition, deletion or revision in the Work, or

an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of Agreement.

- I. **Directed:** Terms such as "directed", "requested", "authorized", "selected", "approved", "required", and "permitted" mean "directed by the Owner's Representative", "requested by the Owner's Representative", and similar phrases. However, no implied meaning shall be interpreted to extend the Owner's Representative's responsibility into the Contractor's area of construction supervision.
- J. The term "experienced," when used with the term "Installer" means having a minimum of 5 previous Projects similar in size and scope to this project, and familiar with the precautions required, and has complied with requirements of the authority having jurisdiction.
- K. **Furnish:** The term "furnish" is used to mean "supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, and similar operations."
- L. **General Superintendent:** This is the Contractor's Representative at the work site. This person will generally be the Competent Person required by OSHA in 29 CFR 1926.1101.
- M. **Indicated:** This term refers to graphic representations, notes or schedules on the Drawings, or other Paragraphs or Schedules in Specifications, and similar requirements in Contract Documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used, it is to help locate the reference; no limitation on location is intended except as specifically noted.
- N. **Install:** The term "install" is used to describe operations at project site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations."
- O. **Installer:** An "Installer" is an entity engaged by the Contractor, either as an employee, subcontractor or sub- subcontractor for performance of a particular construction activity, including installation, erection, application and similar operations. Installers are required to be experienced in the operations they are engaged to perform.
- P. **Notice of Award:** The written notice by Owner, or by Owner's Representative in Owner's behalf, to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, Owner will sign and deliver the Agreement.
- Q. **Notice to Proceed:** A written notice given by Owner, or Owner's Representative in Owner's behalf, to Contractor (with a copy to Owner's Representative) fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform Contractor's obligations under the Contract Documents.
- R. **Owner's Representative:** This is the entity described as the "Environmental Consultant" or "Consultant" in all areas of these Contract documents and Technical specifications. All references to Environmental Consultant or Consultant in the Contract Documents in all cases refer to the Owner's Representative. The Owner's Representative will represent the Owner during abatement activities and until final payment is due. The Owner's Representative will advise and consult with the Owner. The Owner's instructions to the Contractor will be forwarded through the Owner's Representative.
- S. **Project Administrator:**

1. This is the entity described as the "Project Representative" in AIA Document A201 "General Conditions of the Contract for Construction," or is the entity described as "Engineer" in Engineers Joint Contract Document Committee (EJCDC) Document 1910-8 "Standard General Conditions of the Construction Contract."
 2. The Project Administrator is a full time representative of the Owner at the job site with authority to stop the work upon verbal order if requirements of the Contract Documents are not met, or if in the sole judgment of the Project Administrator, Owner's Representative, Owner, the interests of the Owner, safety of any person or the Owner's property are jeopardized by the work.
- T. Project Site is the space available to the Contractor for performance of the work, either exclusively or in conjunction with others performing other construction as part of the project. The extent of the project site is shown on the Drawings, and may or may not be identical with the description of the land upon which the project is to be built.
- U. Provide: The term "provide" means "to furnish and install, complete and ready for the intended use."
- V. Regulation: The term "Regulations" includes laws, statutes, ordinances and lawful orders issued by authorities having jurisdiction, as well as rules, conventions and agreements within the construction industry that control performance of the Work, whether they are lawfully imposed by authorities having jurisdiction or not.
1. Substantial Completion: The Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer as evidenced by Engineer's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part), (1) can be used for the purposes for which it is intended, (2) all pay items in the schedule of unit prices are complete, (3) all remaining work, if any, be considered by the Owner's Representative to be minor items; or if there be no such certificate issued, when final payment is due in accordance with these Contract Documents. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.
- W. Testing Laboratories: A "testing laboratory" is an independent entity engaged to perform specific inspections or tests, either at the project site or elsewhere, and to report on, and, if required, to interpret, results of those inspections or tests.
1. Work: The entire complete construction, or abatement, or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, or abatement, all as required by the Contract Documents.
- 1.4 DEFINITIONS RELATIVE TO ASBESTOS ABATEMENT:
- A. Abatement: The Procedure to control fiber release from asbestos-containing building materials. Activities include removal, encapsulation, and enclosure.
 - B. ACM: Asbestos-Containing Material.

- C. Accredited or Accreditation (when referring to a person or laboratory): A person or laboratory accredited in accordance with section 206 of Title II of the Toxic Substances Control Act (TSCA).
- D. Acoustical Insulation: The general application or use of asbestos for the control of sound due to its lack of reverberant surfaces.
- E. Acoustical tile: A finishing material in a building usually found in the ceiling or walls for the purpose of noise control.
- F. Aerosol: A system consisting of particles, solid or liquid, suspended in air.
- G. Aggressive Sampling: Air sampling which takes place after final cleanup while the air is being physically agitated to produce a "worst case" situation.
- H. Air Cell: Insulation normally used on pipes and duct work that is comprised of corrugated cardboard which is frequently comprised of asbestos combined with cellulose or refractory binders.
- I. Air Diffuser: A device designed to disperse an air stream throughout a given area.
 - 1. Air Filtration Unit (AFU): Usually refers to machines used to provide ventilation and a negative static pressure differential within a completely enclosed asbestos work area. An AFU usually consists of the following: A fan system to draw air through a special set of filters - a gross prefilter, an intermediate filter and a HEPA filter - and exhaust clean air to the outside. AFUs are rated by the amount of air that can be drawn through them in a given amount of time, which is expressed in cubic feet of air per minute (e.g. 2,000 CFM). Loaded or clogged filters can seriously affect the displacement volume capability or efficiency of these devices.
- J. Air Lock: A system for permitting ingress and egress with minimum air movement between a contaminated area and an uncontaminated area.
- K. Air Monitoring: The process of measuring the fiber content of a specific volume of air in a stated period of time.
- L. Air Plenum: Any space used to convey air in a building or structure. The space above a suspended ceiling is often used as an air plenum.
- M. Air Purifying Respirator: A respirator that relies on filters to remove a particular contaminant(s) from the ambient air. They include both negative pressure and powered respirators. No type of air purifying respirator will protect the wearer from low oxygen atmospheres.
- N. Airline Respirator: A respirator that is connected to a compressed breathing air source by a hose.
- O. Ambient Air: The surrounding air or atmosphere in a given area under normal conditions.
- P. Amended Water: Water to which a surfactant has been added to decrease the surface tension to 35 or less dynes.

- Q. Amosite; An asbestiform mineral of the amphibole group containing approximately 50 percent silicon and 40 percent iron oxide, and is made up of straight, brittle fibers, light gray to pale brown in color.
- R. Approved Landfill: A site for the disposal of asbestos-containing and other hazardous wastes that has been given EPA approval.
- S. Asbestos: The asbestiform varieties of serpentine (chrysotile), riebeckite (crocidolite), cummingtonite-grunerite, anthophyllite, and actinolite-tremolite. For purposes of determining respiratory and worker protection both the asbestiform and non-asbestiform varieties of the above minerals and any of these materials that have been chemically treated and/or altered shall be considered as asbestos.
- T. Asbestos Abatement Contractor: The Contractor designated in the contract documents as being responsible to the Owner for the control or abatement of asbestos-containing materials.
- U. Asbestos-Containing Material (ACM): Any material containing more than 1% by weight of asbestos of any type or mixture of types, as determined by the Environmental Protection Agency's Interim Method.
- V. Asbestos-Containing Building Material (ACBM): Surfacing ACM, thermal system insulation ACM, or miscellaneous ACM that is found in or on interior structural members or other parts of a building.
- W. Asbestos-Containing Waste Material: Any material which is or is suspected of being or any material contaminated with an asbestos-containing material which is to be removed from a work area for disposal.
- X. Asbestos Control: Minimizing the generation of airborne asbestos fibers until a permanent solution is developed.
- Y. Asbestos Debris: Pieces of ACBM that can be identified by color, texture, or composition, or means dust, if the dust is determined by an accredited inspector to be ACM.
- Z. Asbestos Exposure Assessment System: A decision tool which can be used to determine the extent of the asbestos hazard that exists in a building, and which can also be used to develop corrective actions.
- AA. Authorized Visitor: The Owner, the Owner's Representative, the Consultant, the Consultant's inspector or representative, or any representative of a federal, state, county or local agency having jurisdiction over the project while acting in an official capacity. Any person whose name appears upon an approved authorized visitor's list. The testing lab personnel, the Architect/Engineer, or emergency personnel.
- BB. Barrier: Any surface that seals off the work area to inhibit the movement of fibers.
- CC. Breathing Zone: A hemisphere forward of the shoulders with a radius of approximately 6 to 9 inches.
- DD. Ceiling Concentration: The concentration of an airborne substance that shall not be exceeded.

- EE. Certified Industrial Hygienist (C.I.H.): An industrial hygienist certified in Comprehensive Practice by the American Board of Industrial Hygiene.
- FF. Clean Room: An uncontaminated area or room which is part of the worker decontamination enclosure with provisions for storage of worker's street clothes and protective equipment.
- GG. Curtained Doorway: A device to allow ingress and egress from one room to another while permitting minimal air movement between the rooms, typically constructed by placing two overlapping sheets of plastic over an existing or temporarily framed doorway, and securing the vertical edge of the other sheet along the opposite vertical side of the doorway.
- HH. Decontamination Enclosure System: A series of connected rooms, with curtained doorways between any two adjacent rooms, for the decontamination of workers and of materials and equipment. A decontamination enclosure system always contains at least one airlock.
- II. Differential Air Pressure Equipment: A portable local exhaust system equipped with HEPA filtration and capable of maintaining a constant, low velocity air flow into contaminated areas from adjacent uncontaminated areas.
- JJ. Demolition: The wrecking or taking out of any building component, system, finish or assembly of a facility together with any related handling operations.
- KK. Disposal Bag: A properly labeled 6 mil thick leak-tight plastic bags used for transporting asbestos waste from work and to disposal site.
- LL. Encapsulant: A material that surrounds or embeds asbestos fibers in an adhesive matrix, to prevent release of fibers.
- MM. Bridging encapsulant: an encapsulant that forms a discrete layer on the surface of an in situ asbestos matrix.
- NN. Penetrating encapsulant: an encapsulant that is absorbed by the in situ asbestos matrix without leaving a discrete surface layer.
- OO. Removal encapsulant: a penetrating encapsulant specifically designed to minimize fiber release during removal of asbestos-containing materials rather than for in situ encapsulation.
- PP. Encapsulation: All herein specified procedures necessary to completely enclose asbestos-containing building materials to control the possible release of asbestos fibers into the air.
- QQ. Enclosure: The construction of an air-tight, impermeable, permanent barrier around asbestos-containing material to control the release of asbestos fibers into the air.
- RR. Equipment Decontamination Enclosure: That portion of a decontamination enclosure system designed for controlled transfer of materials and equipment, typically consisting of a washroom and a holding area system designed for controlled transfer of materials and equipment, typically consisting of a washroom and a holding area.
- SS. Equipment Room: A contaminated area or room which is part of the worker decontamination enclosure with provisions for storage of contaminated clothing and equipment.

- TT. Filter: A media component used in respirators to remove solid or liquid particles from the inspired air.
- UU. Fixed Object: A unit of equipment or furniture in the work area which cannot be removed from the work area.
- VV. Friable Asbestos Material: Material that contains more than 1.0% asbestos by weight and that can be crumbled, pulverized, or reduced to powder by hand pressure when dry.
- WW. Glovebag: A sack (typically constructed of 6 mil transparent polyethylene or polyvinylchloride plastic) with inward projecting long sleeve gloves, one inward projecting sleeve, an internal tool pouch, and an attached, labeled receptacle for asbestos waste. These glovebags are designed to enclose an object from which an asbestos-containing material is to be removed.
- XX. Glovebag Technique: A method with applications for removing small amounts of friable asbestos-containing material from HVAC ducts, short pipe runs, valves, joints, elbows, and other non-planer surfaces in a non-contained work area. The glovebag is constructed and installed in such a manner that it surrounds the object or area to be decontaminated and contains all asbestos fibers released during the removal process. All workers who are permitted to use the glovebag technique must be highly trained, experienced, and skilled in this method.
- YY. Holding Area: A chamber in the equipment decontamination enclosure located between the washroom and an uncontaminated area. The holding area comprises an airlock.
- ZZ. HEPA Filter: A High Efficiency Particulate Air (HEPA) filter capable of trapping and retaining 99.97% of asbestos fibers greater than 0.3 microns in diameter or larger.
- AAA. HEPA Filter Vacuum Collection Equipment (or vacuum cleaner): High efficiency particulate air filtered vacuum collection equipment with a filter system capable of collecting and retaining asbestos fibers. Filters should be of 99.97% efficiency for retaining fibers of 0.3 microns or larger.
- BBB. High-efficiency particulate air filter: (HEPA) refers to a filtering system capable of trapping and retaining 99.97 percent of all monodispersed particles 0.3 mm in diameter or larger.
- CCC. Log Book: A notebook or other book containing essential project data and daily project information and a daily project diary. This book shall be kept up to date and on the project site at all times.
- DDD. Movable Object: A unit of equipment or furniture in the work area which can be removed from the work area.
- EEE. Negative Pressure Respirator: A respirator in which the air pressure inside the respiratory-inlet covering is positive during exhalation in relation to the air pressure of the outside atmosphere and negative during inhalation in relation to the air pressure of the outside atmosphere.
- FFF. Negative Pressure Ventilation System: A pressure differential and ventilation system.
- GGG. Personal Monitoring: Sampling of the asbestos fiber concentrations within the breathing zone of an employee.

- HHH. Plant: The tools, machinery, structures, equipment, etc. necessary to perform a mechanical operation, process, or to carry out a business.
- III. Plasticize: To cover floors and walls with plastic sheeting as herein specified.
- JJJ. Pressure Differential and Ventilation System: A local exhaust system, utilizing HEPA filtration capable of maintaining a pressure differential with the inside of the Work Area at a lower pressure than any adjacent area, and which cleans recirculated air or generates a constant air flow from adjacent areas into the Work Area.
- KKK. Protection Factor: The ratio of the ambient concentration of an airborne substance to the concentration of the substance inside the respirator at the breathing zone of the wearer. The protection factor is a measure of the degree of protection provided by a respirator to the wearer.
- LLL. Removal: All herein specified procedures necessary to remove asbestos-containing materials from the designated areas in an appropriate manner and to dispose of these materials at an acceptable site.
- MMM. Repair: Returning damaged ACBM to an undamaged condition or to an intact state so as to prevent fiber release.
- NNN. Respirator: A device designed to protect the wearer from the inhalation of harmful atmospheres.
- OOO. Shower Room: A room between the clean room and the equipment room in the worker decontamination enclosure with hot and cold running water and suitable arranged for complete showering during decontamination.
- PPP. Surfactant: A chemical wetting agent added to water to improve penetration, thus reducing the quantity of water required for a given operation or area.
- QQQ. Time Weighted Average (TWA): The average concentration of a contaminant in air during a specific time period.
- RRR. Visible Emissions: Any emissions containing particulate asbestos material that are visually detectable without the aid of instruments. This does not include condensed uncombined water vapor.
- SSS. Washroom: A room between the work area and the holding area in the equipment decontamination enclosure system. The washroom comprises an airlock.
- TTT. 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 or diluted removal encapsulant and afterwards thoroughly decontaminated or disposed of as asbestos-contaminated waste.
- UUU. Wiping: Final cleanup stage performed after gross asbestos removal where all surfaces are wet cleaned.
- VVV. Work Area: The area where asbestos-related work or removal operations are performed which is defined and/or isolated to prevent the spread of asbestos dust, fibers or debris, and entry by unauthorized personnel. Work area is a Regulated Area as defined by 29 CFR 1926.1101.

WWW. Worker Decontamination Enclosure System: That portion of a decontamination enclosure system designed for controlled passage of workers, and other personnel and authorized visitors, typically consisting of a clean room, a shower room, and an equipment room separated by air locks.

1.5 SPECIFICATION FORMAT AND CONTENT EXPLANATION

- A. This Article is provided to help the user of these Specifications understand the format, language, implied requirements, and similar conventions.
- B. None of the explanations shall be interpreted to modify the substance of Contract requirements.
- C. Specification Format:
 - 1. These Specifications are organized into Divisions, Sections or Trade Headings based on the Construction Specifications Institute's 16-Division format and the MASTERFORMAT numbering system.
 - 2. This organization conforms generally to recognized construction industry practice.
- D. Specification Content:
 - 1. This Specification has been produced employing conventions in the use of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances.
 - 2. These conventions are explained as follows:
 - 3. Language used in the Specifications and other Contract Documents is the abbreviated type. Implied words and meanings will be appropriately interpreted. Singular words will be interpreted as plural and plural words interpreted as singular where applicable and where the full context of the Contract Documents so indicates.
 - 4. Imperative Language is used generally in the Specifications. Requirements expressed imperative are to be performed by the Contractor. At certain locations in the text, for clarity, subjective language is used to describe responsibilities which must be fulfilled indirectly by the Contractor, or by others when so noted.
- E. Assignment of Specialists:
 - 1. The Specification requires that certain specific construction activities shall be performed by specialists who are recognized experts in the operations to be performed.
 - 2. The specialists must be engaged for those activities, and the assignments are requirements over which the Contractor has no choice or option.
 - 3. The ultimate responsibility for fulfilling Contract requirements remains with the Contractor.

4. This requirement should not be interpreted to conflict with enforcement of building codes or regulations governing the work. It is also not intended to interfere with local trade union jurisdictional settlements and similar conventions.
5. Trades: Use of titles such as "carpentry" is not intended to imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.

1.6 DRAWING SYMBOLS

- A. Graphic symbols used on the Drawings are those recognized in the construction industry for purposes indicated. Where not otherwise noted, symbols are defined by "Architectural Graphic Standards", published by John Wiley & Sons, Inc., seventh edition.
- B. Graphic symbols used on mechanical and electrical Drawings are generally aligned with symbols recommended by ASHRAE. Where appropriate, they are supplemented by more specific symbols recommended by technical associations including ASME, ASPE, IEEE and similar organizations. Refer instances of uncertainty to the Owner's Representative for clarification before proceeding.

1.7 INDUSTRY STANDARDS

- A. Applicability of Standards:
 1. Except where Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into Contract Documents.
 2. Such standards are made a part of the Contract Documents by reference.
 3. Individual Sections indicate which codes and standards the Contractor must keep available at the Project Site for reference.
- B. Referenced industry standards: take precedence over standards that are not referenced but recognized in the construction industry as applicable.
- C. Unreferenced industry standards: are not directly applicable to the work, except as a general requirement of whether the work complies with recognized construction industry standards.
- D. Publication Dates: Where compliance with an industry standard is required, comply with standard in effect as of date of Contract Documents.
- E. Updated Standards: At the request of the Owner's Representative, Contractor or authority having jurisdiction, submit a Change Order proposal where applicable code or standard has been revised and reissued after the date of the Contract Documents and before performance of Work affected. The Owner's Representative will decide whether to issue a Change Order to proceed with the updated standard.
- F. Conflicting Requirements:

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

G. Minimum Quantities or Quality Levels:

1. In every instance the quantity or quality level shown or specified shall be the minimum to be provided or performed.
2. The actual installation may comply exactly, within specified tolerances, with the minimum quantity or quality specified, or it may exceed that minimum within reasonable limits.
3. In complying with these requirements, indicated numeric values are minimum or maximum values, as noted, or appropriate for the context of the requirements.
4. Refer instances of uncertainty to the Owner's Representative for decision before proceeding.

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

1. Where copies of standards are needed for performance of a required construction activity, the Contractor shall obtain copies directly from the publication source.
2. Although copies of standards needed for enforcement of requirements may be part of required submittals, the Owner's Representative reserves the right to require the Contractor to submit additional copies as necessary for enforcement of requirements.

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

AIHA
American Industrial Hygiene Association
Wolf Ledges Parkway
Akron, OH 44311

AIA
American Institute of Architects
New York Ave. NW
Washington, DC 20006

ANSI
American National Standards Institute

1430 Broadway
New York, NY 10018

ASHRAE
American Society for Heating, Refrigerating, and Air Conditioning Engineers
Tullie Circle NE
Atlanta, GA 30329

ASME
American Society of Mechanical Engineers
East 47th Street
New York, NY 10017

ASPE
American Society of Plumbing Engineers
Thousand Oaks Boulevard, Suite 210
Westlake, CA 91362

ASTM
American Society for Testing and Materials
Race St.
Philadelphia, PA 19103

AWCI
Association of the Wall and Ceiling Industries-International
K Street, NW
Washington, DC 20002

CFR
Code of Federal Regulations
Available from Government Printing Office;
Washington, DC 20402
(usually first published in Federal Register)

CGA
Compressed Gas Association
Jefferson Davis Highway
Arlington, VA 22202

CS
Commercial Standard of NBS
(Dept. of Commerce)
Government Printing Office
Washington, DC 20402

DOT

Department of Transportation
Seventh St., SW
Washington, DC 20590

EPA
Environmental Protection Agency
M St., SW
Washington, DC 20460

FS
Federal Specification (General Services Admin.)
Obtain from your Regional GSA Office, or purchase from GSA Specifications Unit
(WFSIS)
7th and D Streets, S.W.
Washington, DC 20406
or 2140

GA
Gypsum Association
Orrington Ave.
Evanston; IL 60201

GSA
General Services Administration
F St. and 18th St., NW
Washington, DC 20405

IEEE
Institute of Electrical and Electronic Engineers
E. 47th Street
New York, NY 10017

MIL
Military Standardization Documents
Dept. of Defense)
Naval Publications and Forms Center
Tabor Ave.
Philadelphia, PA 19120

NBS
National Bureau of Standards
Dept. of Commerce)
Gaithersburg, MD 20234

NEC
National Electrical Code (by NFPA)

NFPA

National Fire Protection Association
Batterymarch Park
Quincy, MA 02269

NRCA
National Roofing Contractors Association
River Road
Rosemont, IL 60018

OSHA
Occupational Safety & Health Administration
(Dept. of Labor)
Government Printing Office
Washington, DC 20402

PS
Product Standard of NBS
(Dept. of Commerce)
Government Printing Office
Washington, DC 20402

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

UL
Underwriters Laboratories
Pfungsten Rd.
Northbrook, IL 60062

1.8 Trade Union Jurisdictions:

- A. The Contractor shall maintain, and require subcontractors to maintain, complete current information on jurisdictional matters, regulations and pending actions, as applicable to construction activities.
- B. The manner in which Contract Documents have been organized and subdivided is not intended to indicate of trade union or jurisdictional agreements.
- C. Discuss new developments at project meetings at the earliest feasible dates. Record relevant information and actions agreed upon.
- D. Assign and subcontract construction activities, and employ tradesmen and laborers in a manner that will not unduly risk jurisdictional disputes that could result in conflicts, delays, claims and losses.

1.9 SUBMITTALS:

- A. Permits, Licenses and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the work.

END OF SECTION - 01091

SECTION 01301 - SUBMITTALS (ASBESTOS)

PART 1 - GENERAL

The term Owner's Representative and Consultant are one in the same and may be used interchangeably in these documents.

1.1 RELATED DOCUMENTS

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

1.2 GENERAL

- A. Make submittals required by the Contract Documents and revise and resubmit as necessary to establish compliance with the specified requirements.
- B. The Contractor may require his subcontractors to provide drawings, setting diagrams, and similar information to help coordinate the Work, but such data shall remain between the Contractor and his subcontractors and will not be reviewed by the Consultant.

1.3 SUMMARY

- A. This Section specifies administrative and procedural requirements for submittals required for performance of the Work, including:
 - 1. Contractor's construction schedule.
 - 2. Submittal schedule.
 - 3. Daily construction reports.
 - 4. Shop Drawings.
 - 5. Product Data.
 - 6. Samples.
 - 7. Miscellaneous Submittals
- B. Administrative Submittals: Refer to other Division-1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:
 - 1. Permits
 - 2. Applications for payment
 - 3. Performance and payment bonds
 - 4. Insurance certificates
 - 5. List of Subcontractors
- C. The Schedule of Values submittal is included in Section "Applications for Payment."

1.4 SUBMITTAL PROCEDURES

A. Coordination:

1. Prior to each submittal, carefully review and coordinate all aspects of each item being submitted.
2. Verify that each item and the submittal for it conform in all respects with the specified requirements. By affixing the Contractor's signature to each submittal, certify that this coordination has been performed.
3. Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
4. The Owner's Representative reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

B. Processing:

1. Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for resubmittals.
2. Allow two weeks for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Owner's Representative will promptly advise the Contractor when a submittal being processed must be delayed for coordination.
3. If an intermediate submittal is necessary, process the same as the initial submittal.
4. Allow two weeks for reprocessing each submittal.
5. No extension of Contract Time will be authorized because of failure to transmit submittals to the Owner's Representative sufficiently in advance of the work to permit processing.

C. Submittal Preparation:

1. Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
2. Provide a space approximately 4" x 5" on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.
3. Include the following information on the label for processing and recording action taken:
 - a) Project name.
 - b) Date.
 - c) Name and address of Owner's Representative.
 - d) Name and address of Contractor.
 - e) Name and address of subcontractor.
 - f) Name and address of supplier.

- g) Name of manufacturer.
- h) Number and title of appropriate Specification Section.
- i) Drawing number and detail references, as appropriate.

D. Submittal Transmittal:

1. Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Owner's Representative using a transmittal form. Submittals received from sources other than the Contractor will be returned without action.
2. On the transmittal record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.

E. Transmittal Form:

1. Use AIA Document G 810.
2. Substitutions:
 - a) The Contract is based on the standards of quality established in the Contract Documents. Substitutions will be considered only when listed at the time of bidding, on the form provided therefore in the bidding documents, and when substantiated by Contractor's submittal of required data within 5 calendar day after award of the Contract.
 - b) The following products do not require further approval except for interface with the Work:
 - (i) Products specified by reference to standard specifications such as ASTM and similar standards.
 - (ii) Products specified by manufacturer's name and catalog number.
 - c) Do not substitute materials, equipment, or methods unless such substitution has been specifically approved in writing for this Work by the Consultant.
 - d) Or Equal. Where the phrase "or equal", or "or equal as approved by the Consultant", occurs in the Contract Documents, do not assume that the materials, equipment, or methods will be approved as equal unless the item has been specifically so approved for this Work by the Consultant.

1.5 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Schedule:

1. Provide proposed detailed schedule including work dates, work shift time, number of employees, dates of start and completion including dates of preparation work, removals and final inspection dates.

2. Coordinate the Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests and other schedules.

B. Work Stages:

1. Indicate important stages of construction for each major portion of the work, including testing and installation.
2. Include indication of start and finish times for the following:
 - a) Non-asbestos demolition.
 - b) Preparation of the Work Area.
 - c) Asbestos removal.
 - d) Clearance testing.
 - e) Substantial Completion.

C. Cost Correlation:

1. At the head of the schedule, provide a two item cost correlation line, indicating "precalculated" and "actual" costs. On the line show dollar-volume of work performed as of the dates used for preparation of payment requests.

D. Distribution:

1. Following response to the initial submittal, print and distribute copies to the Owner's Representative, Owner, subcontractors, and other parties required to comply with scheduled dates.
2. Post copies in the Project Administrator's field office, project meeting room and temporary field office.

1.6 SUBMITTAL SCHEDULE

A. Listing:

1. At the end of this section is a listing of the principal submittals required for the work. This listing is not necessarily complete, nor does the listing reflect the significance of each submittal requirement. The listing is included only for the convenience of users of the Contract Documents.
2. After review and action on the Contractor's construction schedule, prepare a complete schedule of submittals. Submit the schedule of submittals within 10 days of the date required for establishment of the Contractor's construction schedule.
3. Coordinate submittal schedule with the list of subcontracts, schedule of values and the list of products as well as the Contractor's construction schedule.
4. Prepare the submittal schedule in chronological order; include submittals required before start of construction. Provide the following information:
 - a) Scheduled date for the first submittal.

- b) Related Section number.
- c) Submittal category.
- d) Name of subcontractor.
- e) Description of the part of the work covered.
- f) Scheduled date for resubmittal.
- g) Scheduled date the Owner's Representative's final release or approval.

B. Distribution:

- 1. Following response to initial submittal, print and distribute copies to the Owner's Representative, Owner, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the project meeting room and field office.
- 2. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the work and are no longer involved in construction activities.

C. Schedule Updating:

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

1.7 SHOP DRAWINGS

- A. Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not considered Shop Drawings.
- B. Shop Drawings include fabrication and installation drawings, schedules, and similar drawings. Include the following information:
 - 1. Dimensions.
 - 2. Identification of products and materials included.
 - 3. Compliance with specified standards.
 - 4. Notation of coordination requirements.
 - 5. Notation of dimensions established by field measurement.
- C. Sheet Size: Submit Shop Drawings on sheets at least 8-1/2" x 11" but no larger than 36" x 48".
- D. Initial Submittal: Submit one correctable translucent reproducible print and one blue- or black-line print for the Owner's Representative's review; the reproducible print will be returned.
- E. Final Submittal: Submit 3 blue- or black-line prints; 2 prints will be retained; the remainder will be returned.
 - 1. One of the prints returned shall be marked-up and maintained as a "Record Document".

2. Do not use Shop Drawings without an appropriate final stamp indicating action taken in connection with construction.
3. Coordination drawings are a special type of Shop Drawing that show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or function as intended.
4. Preparation of coordination Drawings is specified in section "Project Coordination" and may include components previously shown in detail on Shop Drawings or Product Data.
5. Submit coordination Drawings for integration of different construction elements. Show sequences and relationships of separate components to avoid conflicts in use of space.

1.8 PRODUCT DATA

- A. Collect Product Data into a single submittal.
 1. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, standard wiring diagrams and performance curves.
 2. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings."
 3. Mark each copy to show applicable choices and options.
 4. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:
 - a) Manufacturer's printed recommendations.
 - b) Compliance with recognized trade association standards.
 - c) Compliance with recognized testing agency standards.
 - d) Application of testing agency labels and seals.
 - e) Notation of dimensions verified by field measurement.
 - f) Notation of coordination requirements.
 5. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
- B. Preliminary Submittal: Submit a preliminary single-copy of Product Data where selection of options is required.
- C. Submittals:
 1. Submit 3 copies of each required submittal.
 2. The Owner's Representative will retain two, and will return the one marked with action taken and corrections or modifications required.
 3. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.

D. Distribution:

1. Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities.
2. Show distribution on transmittal forms.
3. Do not proceed with installation until a final submittal is in the installer's possession.
4. Do not permit use of unmarked copies of Product Data in connection with construction.

1.9 SAMPLES

1. Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials.
 - a) Generic description of the Sample.
 - b) Sample source.
 - c) Product name or name of manufacturer.
 - d) Compliance with recognized standards.
 - e) Availability and delivery time.
2. Submit Samples for review of kind, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
3. Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation and similar construction characteristics.
4. Field Samples specified in individual Sections are special types of Samples. Field Samples are full-size examples erected on site to illustrate finishes, coatings, or finish materials and to establish the standard by which the Work will be judged.
5. Comply with submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.

1.10 MISCELLANEOUS SUBMITTALS:

A. Material Safety Data Sheets:

1. Process material safety and data sheets as "product data." MSDS's shall be submitted to OEHS before any work commences.

B. Standards:

1. Where submittal of a copy of standards is indicated, and except where copies of standards are specified as an integral part of a "Product Data" submittal, submit a single copy of standards for the Owner's Representative's use. Where

workmanship, whether at the project site or elsewhere is governed by a standard, furnish additional copies of the standard to fabricators, installers and others involved in the performance of the work.

C. Closeout Submittals:

1. Refer to section "Project Closeout" and to individual sections of these specifications for specific submittal requirements of project closeout information.

D. Record Documents:

1. Furnish set of original documents as maintained on the project site.
2. Provide 2 photographic copies of marked-up drawings along with original marked-up record drawings, which, at the Contractor's option, may be reduced to not less than half size.

1.11 OWNER'S REPRESENTATIVE'S ACTION

A. Except for submittals for record, information or similar purposes, where action and return is required or requested, the Owner's Representative will review each submittal, mark to indicate action taken, and return promptly.

1. Review by the Consultant does not relieve the Contractor from responsibility for errors which may exist in the submitted data. Compliance with specified characteristics is the Contractor's responsibility.
2. If the Contractor considers any required revision to be a change, he shall so notify the Consultant.

1.12 REIMBURSEMENT OF ENGINEER'S COSTS.

- A. In the event substitutions are proposed to the Consultant after the Contract has been awarded, the Consultant will record all time and expenses incurred in the evaluation of each such proposed substitution.
- B. Whether or not the Consultant approves a proposed substitution, the Contractor promptly upon receipt of the Consultant's billing shall reimburse the Consultant at the rate of 2-1/2 times the direct cost to the Consultant for all time and expenses spent evaluating the proposed substitutions.

1.13 IDENTIFICATION OF SUBMITTALS

A. Consecutively number all submittals.

1. When material is resubmitted for any reason, transmit under a new letter of transmittal and with a new transmittal number.
2. On resubmittals, cite the original submittal number for reference.

B. Accompany each submittal with a letter of transmittal showing all information required for identification and checking.

- C. On at least the first page of each submittal, and elsewhere as required for positive identification, show the submittal number in which the item was included.
- D. Maintain an accurate submittal log for the duration of the Work, showing current status of all submittals at all times. Make the submittal log available to the Consultant for review upon request.

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION (Not Applicable).

END OF SECTION 01301

SUBMITTAL CHECKLIST

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

01013 Summary of Work - Asbestos Abatement/Demolition

Before Start of Work:
Plan of Action
Pre-construction Inspection

01043 Project Coordination - Asbestos Abatement/Demolition

Before Start of Work:
Contingency Plans
Telephone Numbers
Notifications sent to other entities at the work site.
Notifications sent to emergency service agencies.
Resume: of general superintendent.
Accreditation: of accreditation of general superintendent
Staff Names:

Periodically During Work:
Daily Logs
Event Reports
Accident Reports
Discovered Condition Reports

01091 Definitions and Standards - Asbestos Abatement/Demolition

Before Start of Work:
None

Periodically During Work:
None

01092 Codes, Regulations, and Standards - Asbestos Abatement/Demolition

Before Start of Work:
State Regulations
Local Regulations
Licenses
Notifications
Permits

Periodically During Work:
None

01301 Submittals

Before Start of Work:
Contractors Construction Schedule
Submittal Schedule

Periodically During Work:
Progress photographs
Record Documents

01503 Temporary Facilities - Asbestos Abatement/Demolition

Before Start of Work:
Scaffolding
Hot water heater
Decontamination Unit Sub-panel
Ground Fault Circuit Interrupters (GFCI)
Lamps and Light Fixtures
Temporary Heating Units
Temporary Cooling Units
Self-Contained Toilet Units: Product Data, Sub-contractor
First Aid Supplies
Fire Extinguishers: product data, location schedule

Periodically During Work:
None

01513 Temporary Pressure Differential & Air Circulation System

Before Start of Work:
Pressure Differential System Design
HEPA Filtered Fan Units: Product data
Monitoring Equipment: Product data
Auxiliary Generator: Product data
Power Switch: Product data
Auxiliary Power System: Shop Drawing

Periodically During Work:
Pressure Differential Monitoring Results

01526 Temporary Enclosures

Before Start of Work:
Strippable Coatings: Product data
Strippable Coatings: Test report on ASTM E84 test

Strippable Coatings: Manufacturer's installation instructions. Strippable Coatings:
Material Safety Data Sheet
Spray Cement: Product data
Spray Cement: Manufacturer's installation instructions
Spray Cement: Material Safety Data Sheet
Sheet Plastic: Test reports on NFPA 701 test
Signs: Samples

Periodically During Work:
Inspection report prior to applying strippable coating
Photograph of existing damage prior to applying coatings
Test Patches of strippable coating

01527 Regulated Areas

Before Start of Work:
HEPA Filtered Vacuum Cleaners: product data
Signs: samples
Warning Tape: samples

Periodically During Work:
None

01560 Worker Protection

Before Start of Work:
AHERA Accreditation: for each worker
State and Local License: for each worker
Historic Airborne Fiber Data
Certificate Worker Acknowledgment: for each worker
Training Program: course outline
Report from Medical Examination: of each worker
Notarized Certifications
Biological Monitoring Examination: of each worker

Periodically During Work:
None

01562 Respiratory Protection

Before Start of Work:
Product Data
NIOSH and MSHA Certifications
Type "C": System Diagram
Type "C": Operating Instruction
Respiratory Protection Program: written manual
Respiratory Protection Program: form at end of section
Historic Airborne Fiber Data
Resume information

Periodically During Work:
None

01563 Decontamination Units

Before Start of Work:

Personnel Decontamination Unit: shop drawing
Equipment Decontamination Unit: shop drawing
Shower Pan: shop drawing
Shower Walls: product data
Shower Head and Controls: product data
Filters: product data
Filters: shop drawing
Hose Bib: product data
Wash Station Shower Stall: product data
Wash Station Shower Stall: shop drawing
Elastomeric membrane: product data
Lumber: product data on fire resistance treatment
Sump Pump: product data
Signs: samples

Periodically During Work:

None

01601 Materials and Equipment - Asbestos Abatement/Demolition

Before Start of Work:

Product List Schedule

Periodically During Work:

None

01632 Product Substitutions - Asbestos Abatement/Demolition

Before Start of Work:

Refer to section

Periodically During Work:

Refer to section

01701 Project Closeout - Asbestos Abatement/Demolition

Before Start of Work:

None

Periodically During Work:

Refer to section

01711 Project Decontamination

Before Start of Work:

None

Periodically During Work:

Fire Test on Lock Back Encapsulants used

01714 Work Area Clearance

None

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02084 Disposal of Asbestos-Containing Waste Material

Before Start of Work:

- Waste Hauler State License
- Waste Hauler Local License
- Name and address of landfill
- Landfill contact person and telephone number
- Name and address of processor
- Processor contact person and telephone number
- Product data on process to be used
- EPA letter on process as a NESHAPS alternative
- Process parameters or operating conditions
- Chain of Custody form
- Waste Manifest Form
- Disposal Bag: samples
- Label Samples.

Periodically During Work:

- On a weekly basis: copies of manifests and disposal site receipts.

END OF SUBMITTAL CHECKLIST

SECTION 01410 - AIR MONITORING - TEST LABORATORY SERVICES (ASBESTOS)**PART 1 - GENERAL****1.1 RELATED DOCUMENTS:**

- A. Air Monitoring: during work area clearance is described in Section 01714 Work Area Clearance.

1.2 DESCRIPTION OF THE WORK**A. Not in Contract Sum:**

1. This section describes work being performed by the Owner. This work is not in the Contract Sum.
2. This section describes air monitoring carried out by the owner to verify that the building beyond the work area and the outside environment remains uncontaminated.
3. This section also sets forth airborne fiber levels both inside and outside the work area as action levels, and describes the action required by the Contractor if an action level is met or exceeded.
4. Air monitoring required by OSHA is work of the Contractor and is not covered in this section.

1.3 AIR MONITORING:**A. Work Area Isolation:**

1. The purpose of the Owner's air monitoring is to detect faults in the work area isolation such as:
 - a) Contamination of the building outside of the work area with airborne asbestos fibers,
 - b) Failure of filtration or rupture in the differential pressure system,
 - c) Contamination of air outside the building envelop airborne asbestos fibers.
2. Should any of the above occur immediately cease asbestos abatement activities until the fault is corrected. Do not recommence work until authorized by the Owner's Representative.

- B. Work Area Airborne Fiber Count: The Owner will monitor airborne fiber counts in the Work Area. The purpose of this air monitoring will be to detect airborne asbestos concentrations which may challenge the ability of the Work Area isolation procedures to protect the balance of the building or outside of the building from contamination by airborne fibers.

C. Work area clearance:

1. To determine if the elevated airborne fiber counts encountered during abatement operations have been reduced to an acceptable level, the Owner will sample and analyze air per Section 01714 Work Area Clearance.
2. The Owner will be conducting air monitoring throughout the course of the project.

1.4 STOP ACTION LEVELS:

A. Inside Work Area:

1. Maintain an average airborne count in the Work Area of less than 0.5 fibers per cubic centimeter.
 - a) If the fiber counts rise above this figure for any sample taken, revise work procedures to lower fiber counts.
 - b) If the Time Weighted Average (TWA) fiber count for any work shift or 8 hour period exceeds 0.5 fibers per cubic centimeter, stop all work, leave Pressure Differential System in operation and notify Owner's Representative.
 - c) After correcting cause of high fiber levels, do not recommence work for 24 hours unless otherwise authorized, in writing, by Owner's Representative.
2. If airborne fiber counts exceed 2.0 fibers per cubic centimeter for any period of time cease all work except corrective action until fiber counts fall below 0.5 fibers per cubic centimeter and notify Owner's Representative. After correcting cause of high fiber levels, do not recommence work for 24 hours unless otherwise authorized, in writing, by Owner's Representative.

B. Outside Work Area:

1. If any air sample taken outside of the Work Area exceeds 0.01 fibers/cc, immediately and automatically stop all work except corrective action. The Owner's Representative will determine the source of the high reading and so notify the Contractor in writing.
2. If the high reading occurs, initiate the following actions:
 - a) Decontaminate the affected area in accordance with Section 01711 Cleaning & Decontamination Procedures.
 - b) Require that respiratory protection as set forth in Section 01562 Respiratory Protection be worn in affected area until area is cleared for reoccupancy in accordance with Section 01714 Work Area Clearance.

C. Effect on Contract Sum:

1. Complete corrective work with no change in the Contract Sum if high airborne fiber counts were caused by Contractor's activities.
2. The Contractor will be responsible for all PCM and TEM samples collected in response to all fiber counts outside the work area.
3. TEM samples will be collected to clear outside areas affected by high fiber counts. All TEM samples collected due to high fiber counts will be paid for by the abatement contractor.

D. Fibers Counted:

1. The following procedure will be used to resolve any disputes regarding fiber types when a project has been stopped due to excessive airborne fiber counts.

E. Large Fibers:

1. "Airborne Fibers" referred to above include all fibers regardless of composition as counted by phase contrast microscopy (PCM), unless additional analysis by

- transmission or scanning electron microscopy demonstrates to the satisfaction of the Owner's Representative that non-asbestos fibers are being counted.
2. "Airborne Fibers" counted in samples analyzed by scanning or transmission electron microscopy shall be asbestos fibers, greater than 5 microns in length and greater than 0.25 microns in diameter.
 3. For purposes of stop action levels, subsequent to analysis by electron microscopy, the number of "Airborne Fibers" shall be determined by multiplying the number of fibers, regardless of composition, counted by PCM by a number equal to asbestos fibers counted divided by all fibers counted in the electron microscopy analysis.

- F. Small Structures: "Airborne Fibers" referred to above include asbestos structures (fibers, bundles, clusters or matrices) of any diameter and any length greater than 0.5 microns.

1.5 ANALYTICAL METHODS:

- A. The following methods will be used by the Owner in analyzing filters used to collect air samples.
1. Phase Contrast Microscopy (PCM) will be performed using the NIOSH 7400 method. This analysis will be carried out at the job site.
 2. Transmission Electron Microscopy will be performed using the analysis method set forth in the AHERA regulation 40 CFR Part 763 Appendix A.

1.6 SAMPLE VOLUMES:

- A. General:
1. The number and volume of air samples taken by the Owner will be in accordance with the following schedule. Sample volumes given may vary depending upon the analytical method used.
 2. Additional samples may be taken at Owner's or Owner's Representatives discretion. If airborne fiber counts exceed allowed limits additional samples will be taken as necessary to monitor fiber levels.

1.7 LABORATORY TESTING:

- A. The services of a testing laboratory will be employed by the Owner to perform phase contrast microscopy laboratory analyses of the air samples. A microscope and technician will be setup at the job site, so that verbal reports on air samples can be obtained immediately. The Contractor will have access to all air monitoring tests and results.

1.8 ADDITIONAL TESTING:

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

1.9 PERSONAL MONITORING:

- A. Owner will not be performing air monitoring to meet Contractor's OSHA requirements for personnel sampling or any other purpose.

END OF SECTION - 01410

SECTION 01503 - TEMPORARY FACILITIES (ASBESTOS)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 DESCRIPTION OF REQUIREMENTS:

- A. General: Provide temporary connection to existing building utilities or provide temporary facilities as required herein or as necessary to carry out the work.

1.3 SUBMITTALS

- A. Before the Start of Work: Submit the following to the Owner's Representative for review. Begin no work until these submittals are returned with Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use or final-but-restricted use.
- B. Scaffolding: submit list of rolling and fixed scaffolding intended for use on the project. Submit sufficient detail to indicate compliance with applicable worker safety regulations or other requirements.
- C. Hot water heater: Submit manufacturers name, model number, size in gallons, heating capacity, power requirements.
- D. Decontamination Unit Sub-panel: Submit product data.
- E. Ground Fault Circuit Interrupters (GFCI): Submit product data.
- F. Lamps and Light Fixtures: Submit product data.
- G. Self-Contained Toilet Units: Provide product data and name of sub-contractor to be used for servicing self-contained toilets. Submit method to use for servicing. A minimum of one self-contained Toilet Unit shall be provided for every 15 workers. Units shall be serviced at least once a week, more often if required because of use or odor.
- H. First Aid Supplies: Provide list of contents of first aid kit. Submit in form of check list.
- I. Fire Extinguishers: Provide product data. Submit schedule indicating location at job site.

PART 2 - PRODUCTS

2.1 MATERIALS AND EQUIPMENT:

- A. General: Provide new or used materials and equipment that are undamaged and in serviceable condition. Provide only materials and equipment that are recognized as being suitable for the intended use, by compliance with appropriate standards.

2.2 SCAFFOLDING:

- A. Provide all scaffolding, ladders and/or staging, etc. as necessary to accomplish the work of this contract. Scaffolding may be of suspension type or standing type such as metal tube and coupler, tubular welded frame, pole or outrigger type or cantilever type. The type, erection and use of all scaffolding shall comply with all applicable OSHA provisions.
 - 1. Equip rungs of all metal ladders, etc. with an abrasive non-slip surface.
 - 2. Provide a nonskid surface on all scaffold surfaces subject to foot traffic.
- B. The Contractor shall adhere to all OSHA regulations and standards with regard to ladders, scaffolds, and work platforms. He shall also follow proper decontamination procedures when removing said devices from the work area.

2.3 WATER SERVICE:

- A. Temporary Water Service Connection: All connections to the Owner's water system shall include backflow protection. Valves shall be temperature and pressure rated for operation of the temperatures and pressures encountered. After completion of use, connections and fittings shall be removed without damage or alteration to existing water piping and equipment. Leaking or dripping valves shall be piped to the nearest *active* drain or located over an existing *active* sink or grade where water will not damage existing finishes or equipment.
- B. Water Hoses: Employ heavy-duty abrasion-resistant hoses with a pressure rating greater than the maximum pressure of the water distribution system to provide water into each work area and to each Decontamination Unit. Provide fittings as required to allow for connection to existing wall hydrants or spouts, as well as temporary water heating equipment, branch piping, showers, shut-off nozzles and equipment.
- C. Hot Water Heater: Provide UL rated 40 gallon electric hot water heater to supply hot water for the Decontamination Unit shower. Activate from 30 amp circuit breaker located within the Decontamination Unit subpanel. Provide with relief valve compatible with water heater operation; pipe relief valve down to drip pan on floor with type L copper. Drip pans shall consist of a 12" X 12" X 6" deep pan, made of 19 gauge galvanized steel, with handles. A 3-quart kitchen saucepan may be substituted for this purpose. Drip pan shall be securely fastened to the hot water heater with bailing wire or similar material. Wiring of the hot water heater shall be in compliance with NEMA, NECA, and UL standards.

2.4 ELECTRICAL SERVICE:

- A. General: Comply with applicable NEMA, NECA and UL standards and governing regulations for materials and layout of temporary electric service. Due to the extreme conditions present during abatement activities, the Contractor is responsible for assuring work areas are safe from electrical hazards. An adequate Ground Fault Circuit Interrupter (GFCI) system shall be used as required in the National Electrical Code. Contractor must also supply power for Consultant's sampling pumps, fans, and leaf blower using GFCIs.

- B. Temporary Power: Provide service to Decontamination Unit subpanel with minimum 60 amp, 2 pole circuit breaker or fused disconnect connected to the building's main distribution panel. Subpanel and disconnect shall be sized and equipped to accommodate all electrical equipment required for completion of the work.
- C. Voltage Differences: Provide identification warning signs at power outlets which are other than 110-120 volt power. Provide polarized outlets for plug-in type outlets, to prevent insertion of 110-120 volt plugs into higher voltage outlets. Dry type transformers shall be provided where required to provide voltages necessary for work operations.
- D. Ground Fault Protection: Equip all circuits for any purpose entering Work Area with ground fault circuit interrupters (GFCI). Locate GFCI's exterior to Work Area so that all circuits are protected prior to entry to Work Area. Provide circuit breaker type ground fault circuit interrupters (GFCI) equipped with test button and reset switch for all circuits to be used for any purpose in work area, decontamination units, exterior, or as otherwise required by national electrical code, OSHA or other authority. Locate in panel exterior to Work Area.
- E. Electrical Power Cords: Use only grounded extension cords; use "hard-service" cords where exposed to abrasion and traffic. Use single lengths or use waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach areas of work.
- F. Lamps and Light Fixtures: Provide general service incandescent lamps or fluorescent lamps of wattage indicated or required for adequate illumination as required by the work or this section. Protect lamps with guard cages or tempered glass enclosures, where fixtures are exposed to breakage by construction operations. Provide vapor tight fixtures in work area and decontamination units. Provide exterior fixtures where fixtures are exposed to the weather or moisture.

2.5 TEMPORARY HEAT:

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

2.6 FIRST AID:

- A. First Aid Supplies: Comply with governing regulations and recognized recommendations within the construction industry.

2.7 FIRE EXTINGUISHERS:

- A. Fire Extinguishers: Provide Type "A" fire extinguishers for temporary offices and similar spaces where there is minimal danger of electrical or grease-oil-flammable liquid fires. In other locations the following shall apply:
 1. Fire extinguishers, 10A60BC type, will be required in the work areas at a rate of one per 1,000 square feet, or within 75 feet of anywhere in the work area.
 2. The minimum number of fire extinguishers will be one in the contained work area and one in the clean area.

3. Smoke detectors of the battery powered ionization type will be required at a rate of one per 5,000 square feet.
4. The minimum number of smoke detectors will be one in the clean room and one adjacent to each differential pressure machine.
5. Smoking, cooking appliances, heaters, etc. are prohibited in and around the work area, including the clean room.

2.8 REQUIREMENTS:

- A. It shall be the responsibility of the Contractor to fully comply with all federal (including OSHA), state, and local requirements during the course of this project.

PART 3 - EXECUTION

3.1 SCAFFOLDING:

- A. During the erection and/or moving of scaffolding, care must be exercised so that the polyethylene floor covering is not damaged.
- B. Clean as necessary debris from non-slip surfaces.
- C. At the completion of abatement work clean all construction aids within the work area, wrap in one layer of 6 mil polyethylene sheet and seal before removal from the Work Area.

3.2 INSTALLATION, GENERAL:

- A. General: Use qualified tradesmen for installation of temporary services and facilities. Locate temporary services and facilities where they will serve the entire project adequately and result in minimum interference with the performance of the Work.
 1. Require that tradesmen accomplishing this work be licensed as required by local authority for the work performed.
 2. Relocate, modify and extend services and facilities as required during the course of work so as to accommodate the entire work of the project.

3.3 WATER SERVICE:

- A. General: Water connection (without charge) to Owner's existing potable water system is limited to one 3/4" pipe-size connection, and a maximum flow of 10 gpm to cold water supply. Install using vacuum breakers or other backflow preventer as required by local authority. Supply hot and cold water to the Decontamination Unit.
 1. Maintain hose connections and outlet valves in leakproof condition. Where finish work below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize the possibility of water damage. Drain water promptly from pans as it accumulates.

3.4 ELECTRICAL SERVICE:

A. General:

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

B. Lockout:

1. Lockout all existing power to or through the work area as described below. Unless specifically noted otherwise existing power and lighting circuits to the Work Area are not to be used. All power and lighting to the Work Area and Decontamination facilities are to be provided from temporary electrical panel described below.
 - a) Lockout power to Work Area by switching off all breakers serving power or lighting circuits in work area. Label breakers with tape over breaker with notation "DANGER circuit being worked on". Lock panel and have all keys under control of Contractor's Superintendent or Owner's designated Representative.
 - b) Lockout power to circuits running through Work Area wherever possible by switching off all breakers serving these circuits. Label breakers with tape over breaker with notation "DANGER circuit being worked on". Sign and date danger tag. Lock panel and supply keys to Contractor, Owner and Owner's Representative. If circuits cannot be shut down for any reason, label at intervals 4'-0" on center with tags reading, "DANGER live electric circuit. Electrocutation hazard."

C. Temporary Electrical Panel:

1. Provide temporary electrical panel sized and equipped to accommodate all electrical equipment and lighting required by the work.
2. Connect temporary panel to existing building electrical system.
3. Protect with circuit breaker or fused disconnect.
4. Locate temporary panel as directed by Owner or Owner's Representative.

D. Power Distribution System:

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

E. Circuit Protection:

1. Protect each circuit with a ground fault circuit interrupter (GFCI) of proper size located in the temporary panel.
2. Do not use outlet type GFCI devices.

F. Temporary Wiring:

1. In the Work Area shall be type UF non-metallic sheathed cable located overhead and exposed for surveillance.
2. Do not wire temporary lighting with plain, exposed (insulated) electrical conductors.

3. Provide liquid tight enclosures or boxes for wiring devices.

G. Number of Branch Circuits:

1. Provide sufficient branch circuits as required by the work. All branch circuits are to originate at temporary electrical panel. At minimum provide the following:
 - a) One Circuit for each HEPA filtered fan unit
 - b) For power tools and task lighting, provide one temporary 4-gang outlet in the following locations. Provide a separate 110-120 Volt, 20 Amp circuit for each 4-gang outlet (4 outlets per circuit).
 - One outlet in the work area for each 2500 square feet of work area
 - One outlet at each decontamination unit, located in equipment room
 - c) 110-120 volt 20 amp branch circuits with 4-gang outlet for Owner's exclusive use while conducting air sampling during the work as follows:
 - One in each work area
 - One at clean side of each Decontamination Unit.
 - One at each exhaust location for HEPA filtered fan units
 - d) 110-120 volt 20 amp branch circuits with 4-gang outlet for Owner's exclusive use for conducting final air sampling as set forth in Section 01714 Work Area Clearance as follows:
 - Five inside work area
 - Two outside work area in location designated by Owner's Representative

3.5 TEMPORARY LIGHTING:

A. Lockout:

1. Lock out all existing power to lighting circuits in Work Area as described in section 01526 Temporary Enclosures. Unless specifically noted otherwise existing lighting circuits to the Work Area are not to be used. All lighting to the Work Area and Decontamination facilities is to be provided from temporary electrical panel described above.
2. Provide the following or equivalent where natural lighting or existing building lighting does not meet the required light level:
 - a) One 200-watt incandescent lamp per 1000 square feet of floor area, uniformly distributed, for general construction lighting, or equivalent illumination of a similar nature. In corridors and similar traffic areas provide one 100-watt incandescent lamp every 50 feet. In stair ways and at ladder runs, provide one lamp minimum per story, located to illuminate each landing and flight. Provide sufficient temporary lighting to ensure proper workmanship everywhere; by combined use of daylight, general lighting, and portable plug-in task lighting.
3. Provide lighting in areas where work is being performed as required to supply a 100 foot candle minimum light level.
4. Provide lighting in any area being subjected to a visual inspection as required to supply a 100 foot candle minimum light level.
5. Provide lighting in the Decontamination Unit as required to supply a 50 foot candle minimum light level.
6. Number of Lighting Circuits: Provide sufficient lighting circuits as required by the work. All lighting circuits are to originate at temporary electrical panel.
7. Circuit Protection: Protect each circuit with a ground fault circuit interrupter (GFCI) of proper size located in the temporary panel.

3.6 TEMPORARY HEAT:

A. General:

1. Provide temporary heat where indicated or needed for performance of the Work.
2. Maintain a minimum temperature of 70 degrees F. where finished work has been installed.
3. Maintain a minimum temperature of 75 degrees F. in the shower of the decontamination unit.
4. Maintain a minimum temperature of 70 degrees F. in the Work Area at all times that work is going on. At all other times and at completion of removal work, but before start of reconstruction work, maintain a minimum temperature of 50 degrees F.

3.7 PROJECT ADMINISTRATOR'S FIELD OFFICE:

A. Project Administrator's Field Office:

1. Provide air conditioned, heated office space near the Work Area for professional person, suitably finished, furnished, equipped, locked, heated, naturally ventilated, lighted and wired with electrical power, not less than 250 sq. ft. floor area.
2. Equip office with 1 telephone line and 1 telephone, and not less than 2 duplex convenience power outlets.
3. In addition to 1 desk, 1 four drawer file cabinet and 3 chairs, furnish office with one 36" X 96" plan table, and one 24" X 48" work table near electrical power outlet.
4. Provide portable office or use a suitable room as designated by Owner and relocate or add equipment as required to meet the above requirements.

3.8 SANITARY FACILITIES:

A. Toilets:

1. Use of the Owner's existing toilet facilities, as indicated, will not be permitted

3.9 FIRE EXTINGUISHERS:

A. Fire Extinguishers:

1. Comply with the applicable recommendations of NFPA Standard 10 "Standard for Portable Fire Extinguishers".
2. Locate fire extinguishers where they are most convenient and effective for their intended purpose, but provide not less than one extinguisher in each Work Area in Equipment Room and One outside Work Area in Clean Room.

END OF SECTION - 01503

SECTION 01513 - TEMPORARY PRESSURE DIFFERENTIAL AND AIR CIRCULATION SYSTEM
(ASBESTOS)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 MONITORING

- A. Continuously monitor and record the pressure differential between the Work Area and the area outside of the Work Area with a monitoring device incorporating a continuous recorder (e.g. strip chart).

1.3 SUBMITTALS

A. Before Start of Work:

1. Submit design of pressure differential system to the Owner's Representative for review.
2. Do not begin work until submittal is returned with the Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use.
3. Include in the submittal at a minimum:
 - a) Number of HEPA filtered fan units required and the calculations necessary to determine the number of machines;
 - b) Description of projected air flow within Work Area and methods required to provide adequate air flow in all portions of the work area;
 - c) Anticipated pressure differential across Work Area enclosures;
 - d) Description of methods of testing for correct air flow and pressure differentials;
 - e) Manufacturer's product data on the HEPA filtered fan units to be used;
 - f) Location of the machines in the Work Area;
 - g) Method of supplying adequate power to the machines and designation of building electrical panel(s) which will be supplying the power;
 - h) Description of work practices to insure that airborne fibers travel away from workers;
 - i) Manufacturer's product data on equipment used to monitor pressure differential between inside and outside of Work Area; and
 - j) MSDS's on all substances to be used.

B. On a daily basis:

1. Submit printout from pressure differential monitoring equipment.
2. Mark printout with date and start of time for each day.
3. Use printout paper that indicates elapsed time in intervals no greater than hours. Indicate on each days printout, time of starting and stopping abatement work, type of work in progress, breaks for lunch or other purposes, periods of stop work, and filter changes.
4. Cut printout into segments by day, attach to 8 1/2" by 11" paper.
5. Label with project name, contractors name and date.

1.4 QUALITY ASSURANCE:

- A. Monitor pressure differential at Personnel and Equipment Decontamination Units with a differential pressure meter equipped with a continuous recorder. Meter shall be equipped with a warning buzzer which will sound if pressure differential drops below 0.02" of water.

PART 2 - PRODUCTS

2.1 HEPA FILTERED FAN UNITS:

- A. General:
1. Supply the required number of HEPA filtered fan units to the site in accordance with these specifications. Use units that meet the following requirements.
- B. Cabinet:
1. Constructed of durable materials able to withstand damage from rough handling and transportation. Where necessary, the width of the cabinet should be less than 30 inches to fit through standard-size doorways.
 2. Provide units whose cabinets are:
 - a) Factory-sealed to prevent asbestos-containing dust from being released during use, transport, or maintenance;
 - b) Arranged to provide access to and replacement of all air filters from intake end; and
 - c) Mounted on casters or wheels.
- C. Fans:
1. Rate capacity of fan according to usable air-moving capacity under actual operating conditions.
- D. HEPA Filters:
1. Provide units whose final filter is the HEPA type with the filter media (folded into closely pleated panels) completely sealed on all edges with a structurally rigid frame.
 2. Provide units with a continuous rubber gasket located between the filter and the filter housing to form a tight seal.
 3. Provide HEPA filters that are individually tested and certified by the manufacturer to have an efficiency of not less than 99.97 percent when challenged with 0.3 um dioctylphthalate (DOP) particles when tested in accordance with Military Standard Number 282 and Army Instruction Manual 136-300-175A. Provide filters that bear a UL586 label to indicate ability to perform under specified conditions.
 4. Provide filters that are marked with: the name of the manufacturer, serial number, air flow rating, efficiency and resistance, and the direction of test air flow.
 5. Prefilters, which protect the final filter by removing the larger particles, are required to prolong the operating life of the HEPA filter. Two stages of prefiltration are required. Provide units with the following prefilters:

- a) First-stage prefilter: low-efficiency type (e.g., for particles 100 um and larger); and
 - b) Second-stage (or intermediate) filter: medium efficiency (e.g., effective for particles down to 5 um)
 - c) Provide units with prefilters and intermediate filters installed either on or in the intake grid of the unit and held in place with special housings or clamps.
- E. Instrumentation:
- 1. Provide units equipped with:
 - 2. Magnehelic gauge or manometer to measure the pressure drop across filters and indicate when filters have become loaded and need to be changed;
 - 3. A table indicating the usable air-handling capacity for various static pressure readings on the Magnehelic gauge affixed near the gauge for reference, or the Magnehelic reading indicating at what point the filters should be changed, noting Cubic Feet per Minute (CFM) air delivery at that point; and
 - a) Elapsed time meter to show the total accumulated hours of operation.
- F. Safety and Warning Devices: Provide units with the following safety and warning devices:
- a) Electrical (or mechanical) lockout to prevent fan from operating without a HEPA filter;
 - b) Automatic shutdown system to stop fan in the event of a rupture in the HEPA filter or blocked air discharge;
 - c) Warning lights to indicate normal operation (green), too high a pressure drop across the filters (i.e., filter overloading) (yellow), and too low of a pressure drop (i.e., rupture in HEPA filter or obstructed discharge) (red); and
 - d) Audible alarm if unit shuts down due to operation of safety systems.
- G. Electrical components:
- 1. Provide units with electrical components approved by the National Electrical Manufacturers Association (NEMA) and Underwriter's Laboratories (UL). Each unit is to be equipped with overload protection sized for the equipment. The motor, fan, fan housing, and cabinet are to be grounded.

PART 3 - EXECUTION

3.1 PRESSURE DIFFERENTIAL ISOLATION

- A. Isolate the Work Area from all adjacent areas or systems of the building with a Pressure Differential that will cause a movement of air from outside to inside at any breach in the physical isolation of the Work Area.
- B. Relative Pressure in Work Area:
 - 1. Continuously maintain the work area at an air pressure that is lower than that in any surrounding space in the building, or at any location in the immediate proximity outside of the building envelope. This pressure differential when measured across any physical or critical barrier must equal or exceed a static pressure of 0.04 inches of water.
 - 2. Accomplish the pressure differential by exhausting a sufficient number of HEPA filtered fan units from the work area. The number of units required will depend on machine characteristics, the seal at barriers, and required air circulation. The number of units will increase with increased make-up air or leaks into the Work

Area. Determine the number of units required for pressure isolation by the following procedure:

- a) Establish required air circulation in the work area, personnel and equipment decontamination units;
 - b) Establish isolation by increased pressure in adjacent areas or as part of seals where required; and
 - c) Exhaust a sufficient number of units from the work area to develop the required pressure differential.
 - d) The required number of units is the number determined above plus one additional unit.
3. Vent HEPA filtered fan units to outside of building unless authorized in writing by Owner's Representative.
- a) Mount units to exhaust directly or through disposable ductwork.
 - b) Use only new ductwork except for sheet metal connections and elbows.
 - c) Use ductwork and fittings of same diameter or larger than discharge connection on fan unit.
 - d) Use inflatable, disposable plastic ductwork in lengths not greater than 100 feet.
 - e) Use spiral wire-reinforced flex duct in lengths not greater than 50 feet.
 - f) Arrange exhaust as required to inflate duct to a rigidity sufficient to prevent flapping.
 - g) If direction of discharge from fan unit is not aligned with duct use sheet metal elbow to change direction. Use six feet of spiral wire reinforced flex duct after direction change.

3.2 AUXILIARY GENERATOR

- A. Provide auxiliary diesel or gasoline-powered generator located outside of the building in a location protected from the weather.
- B. Arrange so that if a power failure occurs the generator automatically starts and supplies power to all of the HEPA filtered fan units and temporary lighting in operation.

3.3 AIR CIRCULATION IN THE WORK AREA:

- A. Air Circulation: For purposes of this section air circulation refers to either the introduction of outside air to the Work Area or the circulation and cleaning of air within the Work Area.
- B. Air circulation in the Work Area is a minimum requirement intended to help maintain airborne fiber counts at a level that does not significantly challenge the work area isolation measures. The Contractor may also use this air circulation as part of the engineering controls in his worker protection program.
 1. Determining the Air Circulation Requirements: Provide a fully operational air circulation system supplying a minimum of 4 air changes per hour.
 2. Determine Number of Units needed to achieve required air circulation according to the following procedure:
 - a) Determine the volume in cubic feet of the work area by multiplying floor area by ceiling height.
 - b) Determine total air circulation requirement in cubic feet per minute (CFM) for the work area by dividing this volume by the air change rate and multiplying by 60.

- c) Air Circulation Required in Cubic Feet of Air per Minute (CFM) is determined by:

$$\{\text{Volume of work area (cu. ft.)}\} \times \{\text{Number of air changes per hour}\} \\ \text{(minutes per hour)}$$

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

Number of Units Needed is determined by the followed equation:

$$\frac{\text{Air circulation Requirement(CFM)}}{\text{Capacity of Unit with Loaded Filters (CFM)}}$$

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

3.4 EXHAUST SYSTEM:

- A. Pressure differential isolation and air circulation in the Work Area are to be accomplished by an exhaust system as described below.
1. Exhaust all units from the Work Area to meet air circulation requirement of this section.
 2. Location of HEPA Filtered Fan Units: Locate fan unit(s) so that makeup air enters work area primarily through decontamination facilities and traverses Work Area as much as possible. This may be accomplished by positioning the HEPA filtered fan unit(s) at a maximum distance from the worker access opening or other makeup air sources.
 3. Place End of Unit an intake duct or its exhaust duct through an opening in the plastic barrier or wall covering. Seal plastic around the unit or duct with tape.
 4. Vent to Outside of Building, unless authorized in writing by the Owner's Representative.
 5. Decontamination Units: Arrange Work Area and decontamination units so that the majority of make up air comes through the Decontamination Units. Use only personnel or equipment Decontamination Unit at any time and seal the other so that make up air passes through unit in use.
 6. Supplemental Makeup Air Inlets:
 - a) Provide where required for proper air flow through the Work Area in location approved by the Owner's Representative by making openings in the plastic sheeting that allow air from outside the building into the Work Area.
 - b) Locate auxiliary makeup air inlets as far as possible from the fan unit(s) (e.g., on an opposite wall), off the floor (preferably near the ceiling), and away from barriers that separate the Work Area from occupied clean areas.
 - c) Cover with flaps to reseal automatically if the pressure differential system should shut down for any reason.
 - d) Spray flap and around opening with spray adhesive so that if flap closes meeting surfaces are both covered with adhesive. Use adhesive that forms contact bond when dry.

3.5 AIR CIRCULATION IN DECONTAMINATION UNITS:

- A. Pressure Differential Isolation: Continuously maintain the pressure differential required for the work area in the:
 - 1. Personnel Decontamination Unit: across the Shower Room with the Equipment Room at a lower pressure than the Clean room.
 - 2. Equipment Decontamination Unit: across the Holding Room with the Wash Room at a lower pressure than the Clean Room.
- B. Air Circulation: Continuously maintain air circulation in Decontamination Units at same level as required for Work Area.
- C. Air Movement:
 - 1. Arrange air circulation through the Personnel Decontamination Unit so that it produces a movement of air from the Clean Room through the Shower Room into the Equipment Room.
 - 2. Maintain continuous minimum velocities of Sixty (60) feet per minute in the breathing zone area of the shower and thirty (30) feet per minute in all other locations of the shower.

3.6 USE OF THE PRESSURE DIFFERENTIAL AND AIR CIRCULATION SYSTEM:

- A. General: Each unit shall be serviced by a dedicated minimum 115V-20A circuit with ground fault circuit interrupter (GFCI) supplied from temporary power supply. Do not use existing branch circuits to power fan units.
- B. Testing the System: Test pressure differential system before any asbestos-containing material is wetted or removed. After the Work Area has been prepared, the decontamination facility set up, and the fan unit(s) installed, start the unit(s) (one at a time). Demonstrate operation and testing of pressure differential system to Owner's Representative.
 - 1. Demonstrate Condition of Equipment for each HEPA filtered fan unit and pressure differential monitoring equipment including proper operation of the following:
 - a) Squareness of HEPA filter;
 - b) Condition of seals;
 - c) Proper operation of all lights;
 - d) Proper operation of automatic shut down if exhaust is blocked;
 - e) Proper operation of alarms;
 - f) Proper operation of magnehelic gauge; and
 - g) Proper operation and calibration on pressure monitoring equipment.
 - 2. Demonstrate Operation of the pressure differential system to the Owner's Representative will include, but not be limited to, the following:
 - a) Plastic barriers and sheeting move lightly in toward Work Area;
 - b) Curtain of decontamination units move lightly in toward Work Area;
 - c) Noticeable movement of air through the Decontamination Unit;
 - d) Use smoke tube to demonstrate air movement from Clean Room through Shower Room to Equipment Room;

- e) Use smoke tubes to demonstrate a definite motion of air across all areas in which work is to be performed; and
 - f) Use a differential pressure meter or manometer to demonstrate the required pressure differential at every barrier separating the Work Area from the balance of the building, equipment, ductwork or outside.
3. Modify the Pressure Differential System as necessary to demonstrate successfully the above.

C. Use of System During Abatement Operations:

1. Start fan units before beginning work (before any asbestos-containing material is disturbed). After abatement work has begun, run units continuously to maintain a constant pressure differential and air circulation until decontamination of the work area is complete. Do not turn off units at the end of the work shift or when abatement operations temporarily stop.
2. Do not shut down air pressure differential system during encapsulating procedures, unless authorized by the Owner's Representative in writing. Supply sufficient pre-filters to allow frequent changes.
3. Start abatement work at a location farthest from the fan units and proceed toward them. If an electric power failure occurs, immediately stop all abatement work, seal off all containment openings, and do not resume abatement until power is restored and fan units are operating again.
4. At completion of abatement work, allow fan units to run as specified under section 01711, to remove airborne fibers that may have been generated during abatement work and cleanup and to purge the Work Area with clean makeup air. The units may be required to run for a longer time after decontamination, if dry or only partially wetted asbestos material was encountered during any abatement work.

D. Dismantling the System:

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

END OF SECTION - 01513

SECTION 01526 - TEMPORARY ENCLOSURES (ASBESTOS)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 SUBMITTALS:

- A. Before Start of Work submit the following to the Owner's Representative for review. Do not begin work until these submittals are returned with the Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use.
 - 1. Strippable Coatings: Submit the following:
 - a) Product description including major components and solvents;
 - b) Test report on ASTM E84 test of surface burning characteristics;
 - c) Manufacturer's installation instructions. Indicate portions applicable to the project and selected assemblies where the manufacturer offers alternatives and
 - d) Material Safety Data Sheet: Submit the Material Safety Data Sheet, or equivalent, in accordance with the OSHA Hazard Communication Standard (29 CFR 1910.1200) for strippable coating material proposed for use on the work. Include a separate attachment for each sheet indicating the specific worker protective equipment proposed for use with the material indicated.
 - 2. Spray Adhesive: Submit following:
 - a) Product description including major components and solvents;
 - b) Manufacturer's installation instructions. Indicate portions applicable to the project; and
 - c) Material Safety Data Sheet: Submit the Material Safety Data Sheet, or equivalent, in accordance with the OSHA Hazard Communication Standard (29 CFR 1910.1200) for spray cement material proposed for use on the work. Include a separate attachment for each sheet indicating the specific worker protective equipment proposed for use with the material indicated.
 - 3. Sheet Plastic: For fire retardant plastic submit test reports on NFPA 701 test.
 - 4. Signs: Submit samples of signs to be used.

PART 2 - PRODUCTS

2.1 SHEET PLASTIC:

- A. Polyethylene Sheet: A single polyethylene film in the largest sheet size possible to minimize seams, 4.0 or 6.0 mil thick as indicated, clear, frosted, or black as indicated.
- B. Reinforced Polyethylene Sheet: Where plastic sheet constitutes the only barrier between the work area and the building exterior, provide translucent, nylon reinforced or woven polyethylene, laminated, flame resistant, polyethylene film that conforms to requirements set forth by the National Fire Protection Association Standard 701, Small Scale Fire Test for Flame-resistant Textiles and Films. Provide largest size possible to minimize seams, 4.0 or 6.0 mil thick as indicated, frosted or black as indicated.

2.2 MISCELLANEOUS MATERIALS:

- A. Duct Tape: Provide duct tape in 2" or 3" widths as indicated, with an adhesive which is formulated to stick aggressively to sheet polyethylene.
- B. Spray Cement: Provide spray adhesive in aerosol cans which is specifically formulated to stick tenaciously to sheet polyethylene.

PART 3 - EXECUTION

3.1 SEQUENCE OF WORK:

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

3.2 GENERAL:

- A. Work Area: the location where asbestos-abatement work occurs. It is a variable of the extent of work of the Contract. It may be a portion of a room, a single room, or a complex of rooms. A "Work Area" is considered contaminated during the work, and must be isolated from the balance of the building, and decontaminated at the completion of the asbestos-control work.
 - 1. Completely isolate the Work Area from other parts of the building so as to prevent asbestos-containing dust or debris from passing beyond the isolated area. Should the area beyond the Work Area(s) become contaminated with asbestos-containing dust or debris as a consequence of the work, clean those areas in accordance with the procedures indicated in Section 01711. Perform all such required cleaning or decontamination at no additional cost to owner.
 - 2. Place all tools, scaffolding, staging, etc. necessary for the work in the area to be isolated prior to completion of Work Area isolation.
 - 3. Remove all removable furniture that has been designated uncontaminated by the Contract Documents or Owner's Representative. Also remove uncontaminated equipment, and/or supplies from the Work Area before commencing work, or completely cover with two (2) layers of polyethylene sheeting, at least 6 mil in thickness, securely taped in place with duct tape. Such furniture and equipment

- shall be considered outside the work area unless covering plastic or seal is breached.
4. Disable ventilating systems or any other system bringing air into or out of the Work Area. Disable system by disconnecting wires, removing circuit breakers, by lockable switch or other positive means that will prevent accidental premature restarting of equipment.
 5. Lockout power to Work Area by switching off all breakers serving power or lighting circuits in work area. Label breakers with tape over breaker with notation "DANGER circuit being worked on". Lock panel and have all keys under control of Contractor's Superintendent or Owner's designated Representative.
 6. Lockout power to circuits running through work area wherever possible by switching off all breakers or removing fuses serving these circuits. Label breakers with tape over breaker with notation "DANGER circuit being worked on". Lock panel and have all keys under control of contractor's superintendent or owner's designated representative. If circuits cannot be shut down for any reason, label at intervals 4'-0" on center with tags reading, "DANGER live electric circuit. Electrocutation hazard." Label circuits in hidden locations but which may be affected by the work in a similar manner.

B. Inspection Windows:

1. Install inspection windows in locations shown on the plans or as directed by the Owner's Representative. Each inspection window is to have a 24" X 24" viewing area fabricated from 1/4" acrylic or polycarbonate sheet.
2. Install window with top at 6'-6" above floor height in a manner that provides unobstructed vision from outside to inside of the Work Area.
3. Protect window from damage from scratching, dirt or any coatings used during the work. A sufficient number of windows are to be installed to provide observation of all portions of the Work Area that can be made visible from adjacent areas. Inspection windows that open into uncontrolled area are to be covered with a removable plywood hatch secured by lock and key.
4. Provide keys to Owner's Representative for all such locks.

3.3 EMERGENCY EXITS:

- A.** Provide emergency exits and emergency lighting as set forth below. Emergency Exits: At each existing exit door from the Work Area provide the following means for emergency exiting:
1. Arrange exit door so that it is secure from outside the Work area but permits exiting from the Work Area;
 2. Mark outline of door on Primary and Critical Barriers with luminescent paint at least 1" wide. Hang a razor knife on a string beside outline. Arrange Critical and Primary barriers so that they can be easily cut with one pass of razor knife. Paint words "EMERGENCY EXIT" inside outline with luminescent paint in letters at least one foot high and 2" thick;
 3. Provide lighted EXIT sign at each exit; and
 4. Provide battery-operated emergency lighting that switches on automatically in the event of a power failure.

3.4 CONTROL ACCESS:

- A. Isolate the Work Area to prevent entry by building occupants into Work Area or surrounding controlled areas. Accomplish isolation by the following:
- B. Submit to Owner's Representative a list of doors and other openings that must be secured to isolate Work Area. Include on list notation if door or opening is in an indicated exit route.
- C. After receiving written authorization from the Owner's Representative lock all doors into Work Area, or, if doors cannot be locked, chain shut. Cover any signs that direct emergency exiting, either outside or inside of Work Area, to locked doors. Do not obstruct doors required for emergency exits from Work Area or from building.
- D. After receiving written authorization from the Owner's Representative: construct partitions or closures across any opening into Work Area.
 - Fabricate partitions from 2 X 4 wood studs with 1/2" plywood on both faces. Brace at 4'-0" on center.
- E. Visual Barrier: Where the Work Area is immediately adjacent to or within view of occupied areas, provide a visual barrier of opaque polyethylene sheeting at least 6 mil in thickness so that the work procedures are not visible to building occupants. Where this visual barrier would block natural light, substitute frosted or woven rip-stop sheet plastic in locations approved by the Owner's Representative.
- F. Immediately inside door and outside critical barriers post an approximately 24 inch by 36 inch manufactured danger sign displaying the following legend with letter sizes and styles of a visibility required by 29 CFR 1926.1101. Provide spacing between respective lines at least equal to the height of the respective upper line.

LEGEND

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

3.5 ALTERNATE METHODS OF ENCLOSURE:

- A. Alternate methods of containing the Work Area may be submitted to the Owner's Representative for approval in accordance with procedures set forth in Section 01632 Product Substitution. Do not proceed with any such method(s) without prior written approval of the Owner's Representative.

3.6 RESPIRATORY AND WORKER PROTECTION:

- A. Before proceeding beyond this point in providing Temporary Enclosures:
 1. Provide Worker Protection per Section 01560
 2. Provide Respiratory Protection per Section 01562
 3. Provide Personnel Decontamination Unit per Section 01563

3.7 CRITICAL BARRIERS:

- A. Completely Separate the Work Area from other portions of the building, and the outside by closing all openings with sheet plastic barriers at least 6 mil in thickness, or by sealing cracks leading out of Work Area with duct tape.
- B. Individually seal all ventilation openings (supply and exhaust), lighting fixtures, clocks, doorways, windows, convectors and speakers, and other openings into the Work Area with duct tape alone or with polyethylene sheeting at least 6 mil in thickness, taped securely in place with duct tape. Maintain seal until all work including Project Decontamination is completed. Take care in sealing of lighting fixtures to avoid melting or burning of sheeting.
- C. Provide Sheet Plastic barriers at least 6 mil in thickness as required to seal openings completely from the Work Area into adjacent areas. Seal the perimeter of all sheet plastic barriers with duct tape or spray cement.
- D. Mechanically Support sheet plastic independently of duct tape or spray cement seals so that seals do not support the weight of the plastic. Following are acceptable methods of supporting sheet plastic barriers. Alternative support methods may be used if approved in writing by the Owner's Representative.
 - 1. Plywood squares 6" x 6" x 3/8" held in place with one 6d smooth masonry nail or electro-galvanized common nail driven through center of the plywood and duct tape on plastic so that plywood clamps plastic to the wall. Locate plywood squares at each end, corner and at maximum 4 feet on centers.
 - 2. Nylon or polypropylene rope or wire with a maximum unsupported span of 10 feet, minimum 1/4" in diameter suspended between supports securely fastened on either side of opening at maximum 1 foot below ceiling. Tighten rope so that it has 2" maximum dip. Drape plastic over rope from outside Work Area so that a two foot long flap of plastic extends over rope into Work Area. Staple or wire plastic to itself 1" below rope at maximum 6" on centers to form a sheath over rope. Lift flap and seal to ceiling with duct tape or spray cement. Seal loop at bottom of flap with duct tape. Erect entire assembly so that it hangs vertically without a "shelf" upon which debris could collect.
- E. Provide Pressure Differential System per Section 01513.
- F. Clean housings and ducts of all overspray materials prior to erection of any Critical Barrier that will restrict access.

3.8 PREPARE AREA:

- A. Scaffolding: If fixed scaffolding is to be used to provide access HEPA vacuum and wet clean area prior to scaffolding installation.
- B. Remove all electrical and mechanical items, such as lighting fixtures, clocks, diffusers, registers, escutcheon plates, etc. which cover any part of the surface to be worked on with the work.
- C. Remove all general construction items such as cabinets, casework, door and window trim, moldings, ceilings, trim, etc., which cover the surface of the work as required to prevent interference with the work. Clean, decontaminate and reinstall all such materials, upon completion of all removal work with materials, finishes, and workmanship to match existing installations before start of work.

- D. Clean all contaminated furniture, equipment, and or supplies with a HEPA filtered vacuum cleaner or by wet cleaning, as specified in Section 01712 Cleaning and Decontamination Procedures, prior to being moved or covered. All equipment, furniture, etc. is to be deemed contaminated unless specifically declared as uncontaminated on the drawings or in writing by the Owner's Representative.
- E. Clean All Surfaces In Work Area with a HEPA filtered vacuum or by wet wiping prior to the installation of primary barrier.

3.9 PRIMARY BARRIER:

- A. Protect building and other surfaces in the Work Area from damage from water and high humidity or from contamination from asbestos-containing debris, slurry or high airborne fiber levels by covering with a primary barrier as described below.
- B. Sheet Plastic: Protect surfaces in the Work Area with two (2) layers of plastic sheeting on floor and walls, or as otherwise directed on the Contract Drawings or in writing by the Owner's Representative. Perform work in the following sequence.
 1. Cover Floor of Work Area with 2 individual layers of clear polyethylene sheeting, each at least 6 mil in thickness, turned up walls at least 12 inches. Form a sharp right angle bend at junction of floor and wall so that there is no radius which could be stepped on causing the wall attachment to be pulled loose. Both spray-glue and duct tape all seams in floor covering. Locate seams in top layer six feet from, or at right angles to, seams in bottom layer. Install sheeting so that top layer can be removed independently of bottom layer.
 2. Cover all walls in Work Area including "Critical Barrier" sheet plastic barriers with one layer of polyethylene sheeting, at least 6 mil in thickness, mechanically supported and sealed with duct tape or spray-glue in the same manner as "Critical Barrier" sheet plastic barriers. Tape all joints including the joining with the floor covering with duct tape or as otherwise indicated on the Contract Documents or in writing by the Owner's Representative.
 3. Stairs and Ramps: Do not cover stairs or ramps with unsecured sheet plastic. Where stairs or ramps are covered with plastic, provide 3/4" exterior grade plywood treads securely held in place, over plastic. Do not cover rungs or rails with any type of protective materials.
 4. Repair of Damaged Polyethylene Sheeting: Remove and replace plastic sheeting which has been damaged by removal operations or where seal has failed allowing water to seep between layers. Remove affected sheeting and wipe down entire area. Install new sheet plastic only when area is completely dry.

3.10 ISOLATION AREA:

- A. Maintain isolation areas between the Work Area and adjacent building area:
 1. In locations shown on the plans.
 2. In unoccupied rooms located between Work Area and adjacent occupied portions of the building.
 3. In locations where separation between Work Area and occupied portions of building is formed by sheet plastic and/or temporary barriers.
 4. Floor below Work Area.

B. Form isolation area by controlling access to the space in the same manner as a Work Area. Physically isolate the space from the Work Area and adjacent areas. Accomplish physical isolation by:

1. Installing critical barriers in unoccupied space.
2. Erecting a second Critical Barrier a minimum of 3'-0" away from Work Area.

3.11 STOP WORK:

A. If the Critical or Primary barrier falls or is breached in any manner stop work immediately. Do not start work until authorized in writing by the Owner's Representative.

3.12 EXTENSION OF WORK AREA:

A. Extension of Work Area: If the Critical Barrier is breached in any manner that could allow the passage of asbestos debris or airborne fibers, then add affected area to the Work Area, enclose it as required by this Section of the specification and decontaminate it as described in Section 01711 Project Decontamination.

3.13 SECONDARY BARRIER:

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

END OF SECTION - 01526

SECTION 01527 - REGULATED AREAS (ASBESTOS)**PART 1 - GENERAL****1.1 RELATED DOCUMENTS:**

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

1.2 RELATED WORK SPECIFIED ELSEWHERE:

- A. Required supervision and OSHA Competent Person: is specified in Section 01043
- B. Worker Protection - Asbestos Abatement: is specified in Section 01560.
- C. Respiratory Protection: is specified in Section 01562.
- D. Wet Decontamination Facilities: are described in Section 01563.

1.3 DESCRIPTION OF WORK:

- A. Work of this section consists of preparing a Regulated Area for work of the following specification sections only. Do not use procedures set forth in this section in connection with any other work.

1.4 SUBMITTALS:

- A. Before the Start of Work: Submit the following to the Owner's Representative for review. Begin no work until these submittals are returned with Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use or final-but-restricted use.
 - 1. HEPA Filtered Vacuum Cleaners: Submit product data.
 - 2. Signs: Submit samples of each type of sign to be used.
 - 3. Warning Tape: Submit samples.

PART 2 - EQUIPMENT:**2.1 HEPA Filter Vacuum Cleaners:**

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering
 - Nilfisk of America Inc. HEPA Filtered
Great Valley Parkway Vacuums
Malvern, PA 19355
 - Clayton Associates, Inc. ACE Model HEPA Vacuum
Box 589
Southard Avenue
Farmingdale, NJ 07727

Hako Minuteman Hako Minuteman HEPA Vacuums
South Route 53
Addison, IL 60101

Vactagon Pneumatic Systems, Inc. Vaculoader HEPA Vacuum
Homestead Place
Bergenfield, NJ 07621

Pullman-Holt (White) Corporation HEPA Filtered Vacuums
PO Box 277
Fultonville, New York 12072

2.2 Plastic Sheet:

- A. Plastic Sheet: A single polyethylene film in the largest sheet size possible to minimize seams, 4.0 or 6.0 mil thick as indicated, clear, frosted, or black as indicated.

PART 3 - EXECUTION

3.1 SECURING WORK AREA:

- A. Secure work area from access by occupants, staff or users of the building. Accomplish this where possible, by locking doors, windows, or other means of access to the area, or by constructing temporary wood stud and plywood barriers.

3.2 DEMARCATION OF REGULATED AREA:

- A. Demarcate each Regulated Area with a sheet plastic drop sheet as described below.
- B. Post warning signs that carry the following legends:
- C. Provide signs in both English and Spanish:
1. First Sign:
 - Provide warning signs at each locked door leading to the controlled area reading as follows:
 - Legend Notation

KEEP OUT	3 inch Block
----------	--------------
 2. Second Sign:
 - a) Immediately inside the locked door and outside the controlled area post an approximately 20 inch by 14 inch manufactured caution sign displaying the following legend with letter sizes and styles of a visibility required by 29 CFR 1926:
 - Legend:

DANGER

ASBESTOS

CANCER AND LUNG DISEASE HAZARD

RESPIRATORS AND PROTECTIVE CLOTHING ARE REQUIRED IN THIS AREA

- b) Where the controlled area is in a large area such as on part of a boiler room or open office area, delineate area with 3 inch wide polyethylene ribbon with the printed warning, "CAUTION ASBESTOS REMOVAL". Install this ribbon at between 3 and 4 feet above the floor.

3.3 SCHEDULING:

- A. Contractor's work hours are limited to 7:00 A.M. until 6:00 P.M., Monday through Friday. Contractor shall not work weekends unless approved by Owner. This does not apply to Contractor's 24-hour security and fire watch required during asbestos abatement operations.

3.4 GENERAL PROCEDURES:

- A. The following precautions and procedures have application to work of this section. Workers must exercise caution to avoid release of asbestos fibers into the air:
1. Setup and management of the controlled area is to be under the supervision of a OSHA Competent Person as described in Section 01043 Project Coordination - Asbestos Abatement.
 2. Before start of work comply with requirement for worker protection in section 01561, and respiratory protection in section 01562.
 3. Do not allow eating, drinking, smoking, chewing tobacco or gum, or applying cosmetics in the Regulated Area.
 4. Shut down any air handling equipment bringing air into or out of the Regulated Area.
 5. Clean any existing dust or debris from the floor and walls, and other surface in the immediate location of the work prior to commencing work by damp-mopping or by use of a High Efficiency Particulate Air (HEPA) filtered vacuum.
 6. Cover floor in vicinity of Work Area and six (6) feet beyond, with 6 mil polyethylene drop sheet. Where work is adjacent to wall, extend drop sheet up wall and secure at ceiling with duct tape. This drop sheet demarcates the boundary of the Regulated Area.
 7. Seal all openings, supply and exhaust vents, and convectors within ten (10) feet of the Work Area with 6 mil polyethylene sheeting secured and completely sealed with duct tape.
 8. Perform the work per the appropriate specification section while on plastic drop sheet.
 9. Immediately remove any asbestos-containing debris which collects on the drop sheet either by using a HEPA vacuum or by spraying with amended water or removal encapsulant, collecting with wet paper towels, placing in a disposal bag while still wet, and cleaning surface of plastic sheet with wet paper towels.
- B. Complete the following at completion of work in an area before stepping off drop sheet:

1. While standing on plastic sheet thoroughly HEPA vacuum ladder and any tools used and pass to worker standing off sheet.
2. Worker standing off the sheet HEPA vacuum thoroughly the worker standing on the sheet.
3. Worker on the sheet thoroughly HEPA vacuum all surfaces of the plastic sheet, bags, and any other items on the sheet including his own feet.
4. If moving to the next Work Area in the same secured area: Worker on the drop sheet is to don clean foot covers, placing each foot, in turn, off the sheet as the foot cover is put on. Remove clean foot covers at the next Work Area while standing on the sheet. Dispose of the used foot covers along with the plastic sheet at completion of work in that area. Do not reuse foot covers to move off the sheet.
5. If work day is complete or if next Work Area is in another secured area: all workers remove paper suits turning them inside out while doing so. The person on the sheet step with each foot off the sheet as the foot covers are removed.
6. Fold sheet and all its contents toward the center.
7. Place the sheet in a properly labeled disposal bag.
8. Neck down the bag and collapse it with the HEPA vacuum.
9. Twist the bag shut, bend over and seal with duct tape by wrapping around bag neck at least 3 times.
10. Clean all surfaces of the Work Area by use of a HEPA filter vacuum until no visible residue remains.
11. At completion of work require all workers to complete wet decontamination procedures in accordance with Section 01560 Worker Protection.

END OF SECTION - 01527

SECTION 01561 - WORKER PROTECTION - ASBESTOS ABATEMENT (ASBESTOS)**PART 1 - GENERAL****1.1 RELATED DOCUMENTS:**

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

1.2 DESCRIPTION OF WORK:

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

1.3 RELATED WORK SPECIFIED ELSEWHERE:

- A. Respiratory Protection: Is specified in Section 01562.

1.4 WORKER TRAINING:

- A. AHERA Accreditation: All workers are to be accredited as Abatement Workers as required by the AHERA regulation 40 CFR 763 Appendix C to Subpart E, April 30, 1987.
- B. Texas State License: All workers are to be trained, certified and licensed as required by the Texas Department of Health.
- C. Train, in accordance with 29 CFR 1926, all workers in the dangers inherent in handling asbestos and breathing asbestos dust and in proper work procedures and personal and area protective measures. Include but do not limit the topics covered in the course to the following:
 - 1. Methods of recognizing asbestos
 - 2. Health effects associated with asbestos
 - 3. Relationship between smoking and asbestos in producing lung cancer
 - 4. Nature of operations that could result in exposure to asbestos
 - 5. Importance of and instruction in the use of necessary protective controls, practices and procedures to minimize exposure including:
 - 6. Engineering controls
 - 7. Work Practices
 - 8. Respirators
 - 9. Housekeeping procedures
 - 10. Hygiene facilities
 - 11. Protective clothing
 - 12. Decontamination procedures
 - 13. Emergency procedures
 - 14. Waste disposal procedures
- D. Purpose, proper use, fitting, instructions, and limitations of respirators as required by 29 CFR 1910.134
 - 1. Appropriate work practices for the work
 - 2. Requirements of medical surveillance program
 - 3. Review of 29 CFR 1926
 - 4. Pressure Differential Systems

5. Work practices including hands on or on-job training
6. Personal Decontamination procedures
 - a) Air monitoring, personal and area

1.5 MEDICAL EXAMINATIONS:

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

1.6 SUBMITTALS:

- A. Before Start of Work: Submit the following to the Owner's Representative for review. Do not start work until these submittals are returned with Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use.
- B. AHERA Accreditation: Submit copies of certificates from an EPA-approved AHERA Abatement Workers course for each worker as evidence that each asbestos Abatement Worker is accredited as required by the AHERA Regulation 40 CFR 763 Appendix C to Subpart E, April 30, 1987.
- C. Texas State License: Submit copies of state licenses for each worker as issued by the Texas Department of Health.
- D. Certificate Worker Acknowledgment: Submit an original signed copy of the Certificate of Worker's Acknowledgment found at the end of this section, for each worker who is to be at the job site or enter the Work Area.
- E. Report from Medical Examination: conducted within last 12 months as part of compliance with OSHA medical surveillance requirements for each worker who is to enter the Work Area. Submit, at a minimum, for each worker the following:
 1. Name and Social Security Number
 2. Physicians Written Opinion from examining physician including at a minimum the following:
 - a) Whether worker has any detected medical conditions that would place the worker at an increased risk of material health impairment from exposure to asbestos.
 - b) Any recommended limitations on the worker or on the use of personal protective equipment such as respirators.
 - c) Statement that the worker has been informed by the physician of the results of the medical examination and of any medical conditions that may result from asbestos exposure.
 - d) Copy of information that was provided to physician in compliance with 29 CFR 1926
 - e) Statement that worker is able to wear and use the type of respiratory protection proposed for the project, and is able to work safely in an environment capable of producing heat stress in the worker.
 3. Notarized Certifications: Submit certification signed by an officer of the abatement contracting firm and notarized that exposure measurements, medical surveillance, and worker training records are being kept in conformance with 29 CFR 1926.

PART 2 - EQUIPMENT

2.1 PROTECTIVE CLOTHING:

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

2.2 ENVIRONMENTS DURING COLD WEATHER

- A. Cold Weather Gear:
1. Provide each worker with an insulated jacket, pants, gloves, and hat.
 2. Require that cold weather gear be removed in Equipment Room of Personnel Decontamination Unit.
 3. Dispose of cold weather gear as asbestos waste at completion of all work.
- B. Boots:
1. Provide work boots with non-skid soles, and where required by OSHA, foot protectives, for all workers.
 2. Provide boots at no cost to workers.
 3. Paint uppers of all boots red with waterproof enamel.
 4. Do not allow boots to be removed from the Work Area for any reason, after being contaminated with asbestos-containing material.
 5. Dispose of boots as asbestos-contaminated waste at the end of the work.
- C. Hard Hats:
1. Provide head protectives (hard hats) as required by OSHA for all workers, and provide 4 spares for use by Owner's Representative, Project Administrator, and Owner.
 2. Label hats with same warning labels as used on disposal bags.
 3. Require hard hats to be worn at all times that work is in progress that may potentially cause head injury.
 4. Provide hard hats of type with plastic strap type suspension.
 5. Require hats to remain in the Work Area throughout the work.
 6. Thoroughly clean, decontaminate and bag hats before removing them from Work Area at the end of the work.
- D. Goggles:
1. Provide eye protectives (goggles) as required by OSHA for all workers involved in scraping, spraying, or any other activity which may potentially cause eye injury.
 2. Thoroughly clean, decontaminate and bag goggles before removing them from Work Area at the end of the work.
- E. Gloves:
1. Provide work gloves to all workers and require that they be worn at all times in the Work Area.
 2. Do not remove gloves from Work Area and dispose of as asbestos-contaminated waste at the end of the work.

2.3 ADDITIONAL PROTECTIVE EQUIPMENT:

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

PART 3 - EXECUTION

3.1 GENERAL:

- A. Provide worker protection as required by the most stringent OSHA and/or EPA standards applicable to the work. The following procedures are minimums to be adhered to regardless of fiber count in the Work Area.
- B. Each time Work Area is entered remove all street clothes in the Changing Room of the Personnel Decontamination Unit and put on new disposable coverall, new head cover, and a clean respirator. Proceed through shower room to equipment room and put on work boots.

3.2 DECONTAMINATION PROCEDURES:

- A. Require all workers to adhere to the following personal decontamination procedures whenever they leave the Work Area:
- B. Type C Supplied Air or Powered Air-Purifying Respirators: Require that all workers use the following decontamination procedure as a minimum requirement whenever leaving the Work Area:
- C. When exiting area, remove disposable coveralls, disposable head covers, and disposable footwear covers or boots in the equipment room.
- D. Still wearing respirators, proceed to showers. Showering is mandatory. Care must be taken to follow reasonable procedures in removing the respirator to avoid asbestos fibers while showering. The following procedure is required as a minimum:
 - 1. Thoroughly wet body including hair and face. If using a Powered Air-Purifying Respirator (PAPR) hold blower unit above head to keep canisters dry.
 - 2. With respirator still in place thoroughly wash body, hair, respirator face piece, and all parts of the respirator except the blower unit and battery pack on a PAPR. Pay particular attention to seal between face and respirator and under straps.
 - 3. Take a deep breath, hold it and/or exhale slowly, completely wet hair, face, and respirator. While still holding breath, remove respirator and hold it away from face before starting to breath.
 - 4. Carefully wash facepiece of respirator inside and out.
 - 5. If using PAPR: shut down in the following sequence, first cap inlets to filter cartridges, then turn off blower unit (this sequence will help keep debris which has collected on the inlet side of filter from dislodging and contaminating the outside of the unit). Thoroughly wash blower unit and hoses. Carefully wash battery pack with wet rag. Be extremely cautious of getting water in battery pack as this will short out and destroy battery.
 - 6. Shower completely with soap and water.
 - 7. Rinse thoroughly.
 - 8. Rinse shower room walls and floor prior to exit.
 - 9. Proceed from shower to Changing Room and change into street clothes or into new disposable work items.
- E. Remote Shower: The procedures above are to be used if the decontamination facility is used as a remote shower. If a worker cannot gain direct access to the Equipment Room

require that he enter Decontamination Unit and proceed directly through Shower Room to Equipment Room. Decontamination procedure is then completed as required above.

F. Within Work Area:

1. Require that workers NOT eat, drink, smoke, chew tobacco or gum, or apply cosmetics in the Work Area. To eat, chew, drink or smoke, workers shall follow the procedure described above, and then dress in street clothes before entering the non-Work Areas of the building.

3.3 CERTIFICATE OF WORKER'S ACKNOWLEDGMENT:

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

END OF SECTION - 01561

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Asbestos/Lead Abatement Project

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December 2018
Total Safety U.S., Inc.

CERTIFICATE OF WORKER'S ACKNOWLEDGMENT

PROJECT NAME _____ DATE _____

PROJECT ADDRESS _____

CONTRACTOR'S NAME _____

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

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

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

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

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

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

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

Signature _____ Social Security No _____

Printed Name _____ Witness _____

SECTION 01562 - RESPIRATORY PROTECTION (ASBESTOS)

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK:

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

1.2 SUBMITTALS:

- A. Before Start of Work submit the following to the Owner's Representative for review.
 - 1. Product Data: Submit manufacturer's product information for each component used, including NIOSH and MSHA Certifications for each component in an assembly and/or for entire assembly.
 - 2. System Diagram: When a Type "C" supplied air respiratory system is required by the work, submit drawing showing assembly of components into a complete supplied air respiratory system. Include diagram showing location of compressor, filter banks, backup air supply tanks, hose line connections in Work Area(s), routing of air lines to Work Area(s) from compressor.
 - 3. Operating Instruction: Submit complete operating and maintenance instructions for all components and systems as a whole. Submittal is to be in bound manual form suitable for field use.
 - 4. Respiratory Protection Program: Submit Contractor's written respiratory protection program manual as required by OSHA 1926.1101.

1.3 AIR QUALITY FOR SUPPLIED AIR RESPIRATORY SYSTEMS:

- A. Provide air used for breathing in Type "C" supplied air respiratory systems that meets or exceeds standards set for C.G.A. type 1 (Gaseous Air) Grade H or CSA Z180.1 whichever presents the more stringent quality standard:
- B. Provide air used for breathing in Type "C" supplied air respiratory systems that meets or exceeds standards set for C.G.A. type 1 (Gaseous Air) Grade D.

PART 2 - EQUIPMENT

2.1 SUPPLIED AIR RESPIRATOR SYSTEMS:

- A. Provide equipment capable of producing air of the quality and volume required by the above reference standards applied to the job site conditions and crew size. Comply with provisions of this specification if more stringent than the governing standard.
 - 1. Face Piece and Hose: Provide full face piece and hose by same manufacturer that has been certified by NIOSH/MSHA as an approved Type "C" respirator assembly operating in pressure demand mode with a positive pressure face-piece.

2. Auxiliary backup system: In atmospheres which contain sufficient oxygen (greater than or equal to 19.5% oxygen) provide a pressure-demand full face piece supplied air respirator equipped with an emergency backup HEPA filter.
3. Backup air supply:
 - a) Provide a reservoir of compressed air located outside the Work Area which will automatically maintain a continuous uninterruptable source of air automatically available to each connected face piece and hose assembly in the event of compressor shut-down, contamination of air delivered by compressor, power loss or other failure.
 - b) Provide sufficient capacity in the back-up air supply to allow a minimum escape time of one-half hour times the number of connections available to the Work Area. Air requirement at each connection is the air requirement of the respirators in use plus the air requirement of an average-sized adult male engaged in moderately strenuous activity.
4. Warning device: Provide a warning device that will operate independently of the building's power supply. Locate so that alarm is clearly audible above the noise level produced by equipment and work procedures in use in all parts of the Work Area and at the compressor. Connect alarm to warn of:
 - a) Compressor shut down or other fault requiring use of backup air supply
 - b) Carbon Monoxide (CO) levels in excess of 5 PPM/V
5. Carbon Monoxide (CO) Monitor: Continuously monitor and record on a strip chart recorder Carbon Monoxide (CO) levels. Place monitors in the air line between compressor and back-up air supply and between backup air supply and workers. Connect monitors so that they also sound an alarm as specified under "Warning Devices".
6. Compressor Shut Down: Interconnect monitors, alarms and compressor so that compressor is automatically shut down and the alarms sounded if any of the following occur:
7. Carbon Monoxide (CO) concentrations exceed 5 PPM/v in the air line between the filter bank and backup air supply.
8. Compressor temperature exceeds normal operating range.
9. Compressor Motor - Provide a compressor driven by an electric motor. Do not use a gas or diesel engines to drive compressor. Insure that electrical supply available at the work site is adequate to energize motor.
10. Compressor Location: Locate compressor outside of building in location that will not impede access to the building, and that will not cause a nuisance by virtue of noise or fumes to occupied portions of the building.
11. Air Intake: Locate air intake remotely from any source of automobile exhaust or any exhaust from engines, motors, auxiliary generator or buildings.
12. After-Cooler: Provide an after-cooler at entry to filter system which is capable of reducing temperatures to outside ambient air temperatures.

PART 3 - EXECUTION

3.1 GENERAL:

- A. Respiratory Protection Program: Comply with ANSI Z88.2 - 1980 "Practices for Respiratory Protection" and OSHA 29 CFR 1910 and 1926.
- B. Respiratory protection will be used at all times that there is any possibility of disturbance of asbestos-containing materials whether intentional or accidental.

- C. Respirators shall be worn by anyone in a Work Area at all times, regardless of activity, during a period that starts with any operation which could cause airborne fibers until the area has been cleared for re-occupancy in accordance with Section 01714.
- D. Regardless of Airborne Fiber Levels: The minimum level of respiratory protection used shall be a powered air-purifying respirator (PAPR) with high efficiency filters.
- E. Do not allow the use of single-use, disposable, or quarter-face respirators for any purpose.

3.2 FIT TESTING:

- A. Initial Fitting:
 - 1. Provide initial fitting of respiratory protection during a respiratory protection course of training set up and administered by a Certified Industrial Hygienist.
 - 2. Fit types of respirator to be actually worn by each individual.
 - 3. Allow an individual to use only those respirators for which training and fit testing has been provided.
- B. On a Weekly Basis, check the fit of each worker's respirator by having irritant smoke blown onto the respirator from a smoke tube.
- C. Upon Each Wearing: Require that each time an air-purifying respirator is put on it be checked for fit with a positive and negative pressure fit test in accordance with the manufacturer's instructions or ANSI Z88.2 (1980).

3.3 TYPE OF RESPIRATORY PROTECTION REQUIRED:

- A. Provide Respiratory Protection as indicated in paragraph below.
- B. Powered air purifying - full face mask:
 - 1. Supply a sufficient quantity of high efficiency respirator filters approved for asbestos so that workers can change filters at any time that flow through the face piece decreases to the level at which the manufacturer recommends filter replacement.
 - 2. Require that regardless of flow, filter cartridges be protected from wetting during showering.
 - 3. Require entire exterior housing of respirator, including blower unit, filter cartridges, hoses, battery pack, face mask, belt, and cords, be washed each time a worker leaves the Work Area. Caution should be used to avoid shorting battery pack during washing.
 - 4. Provide an extra battery pack for each respirator so that one can be charging while one is in use.

END OF SECTION - 01562

SECTION 01563 - DECONTAMINATION UNITS (ASBESTOS)

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK:

- A. Provide separate Personnel and Equipment Decontamination facilities. Require that the Personnel Decontamination Unit be the only means of ingress and egress for the Work Area. Require that all materials exit the Work Area through the Equipment Decontamination Unit.

PART 2 - EXECUTION

2.1 PERSONNEL DECONTAMINATION UNIT:

- A. Provide a Personnel Decontamination Unit consisting of a serial arrangement of connected rooms or spaces, Changing Room, Drying Room, Shower Room, and Equipment Room. Require all persons without exception to pass through this Decontamination Unit for entry into and exiting from the Work Area for any purpose. Do not allow parallel routes for entry or exit. Do not remove equipment or materials through Personnel Decontamination Unit. Provide temporary lighting within Decontamination Units as necessary to reach a lighting level of 100 foot candles.
- B. Changing Room (clean room): Provide a room that is physically and visually separated from the rest of the building for the purpose of changing into protective clothing.
 - 1. Maintain floor of changing room dry and clean at all times. Do not allow overflow water from shower to wet floor in changing room.
 - 2. Damp wipe all surfaces twice after each shift change with a disinfectant solution.
 - 3. Provide posted information for all emergency phone numbers and procedures.

2.2 EQUIPMENT DECONTAMINATION UNIT:

- A. Provide an Equipment Decontamination Unit consisting of a serial arrangement of rooms, Clean Room, Holding Room, Wash Room for removal of equipment and material from Work Area. Do not allow personnel to enter or exit Work Area through Equipment Decontamination Unit.
- B. Arrange with airlocks between rooms as required below.

2.3 CONSTRUCTION OF THE DECONTAMINATION UNITS:

- A. Walls and Ceiling: Construct airtight walls and ceiling using polyethylene sheeting, at least 6 mil in thickness. Attach to existing building components or a temporary framework.
- B. Floors: Use 2 layers (minimum) of 6 mil polyethylene sheeting to cover floors in all areas of the Decontamination Units. Use only clear plastic to cover floors.
- C. Flap Doors: Fabricated from three (3) overlapping sheets with openings a minimum of three feet (3') wide. Configure so that sheeting overlaps adjacent surfaces. Weigh sheets at bottoms as required so that they quickly close after being released. Put arrows on sheets to indicate direction of overlap and/or travel. Provide a minimum of six feet (6') between entrance and exit of any room. Provide a minimum of three feet (3') between doors to airlocks.

- D. If the Decontamination area is located within an area containing friable asbestos on overhead ceilings, ducts, piping, etc., provide the area with a minimum 1/4 inch hardboard or 1/2 inch plywood "ceiling" with polyethylene sheeting, at least 6 mil in thickness covering the top of the "ceiling".
- E. Visual Barrier: Where the Decontamination area is immediately adjacent to and within view of occupied areas, provide a visual barrier of opaque polyethylene sheeting at least 6 mil in thickness so that worker privacy is maintained and work procedures are not visible to building occupants. Where the area adjacent to the Decontamination area is accessible to the public, construct a solid barrier on the public side of the sheeting to protect the sheeting. Construct barrier with wood or metal studs covered with minimum 1/4 inch thick hardboard or 1/2 inch plywood. Where the solid barrier is provided, sheeting need not be opaque.
- F. Alternate methods of providing Decontamination facilities may be submitted to the Owner's Representative for approval. Do not proceed with any such method(s) without written authorization of the Owner's Representative.

2.4 CLEANING OF DECONTAMINATION UNITS:

- A. Clean debris and residue from inside of Decontamination Units on a daily basis or as otherwise indicated on Contract Drawings. Damp wipe or hose down all surfaces after each shift change. Clean debris from shower pans on a daily basis.
- B. If the Changing Room of the Personnel Decontamination Unit becomes contaminated with asbestos-containing debris, abandon the entire Decontamination Unit and erect a new Decontamination Unit. Use the former Changing Room as an inner section of the new Equipment Room.

END OF SECTION - 01563

SECTION 01701 - PROJECT CLOSEOUT (ASBESTOS)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for project closeout, including but not limited to:
 - 1. Inspection procedures.
 - 2. Project record document submittal.
 - 3. Submittal of warranties.
 - 4. Final cleaning.
- B. Closeout requirements for specific construction activities are included in the appropriate Sections in Divisions-2 through - 16.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
 - 1. Advise Owner of pending insurance change over requirements.
 - 2. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
 - 3. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.
- B. Inspection Procedures:
 - 1. On receipt of a request for inspection, the Owner's Representative will either proceed with inspection or advise the Contractor of unfilled requirements.
 - 2. The Owner's Representative will prepare the Certificate of Substantial Completion following inspection, or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
 - 3. The Owner's Representative will repeat inspection when requested and assured that the work has been substantially completed.
 - 4. Results of the completed inspection will form the basis of requirements for final acceptance.

1.4 FINAL ACCEPTANCE

- A. Preliminary Procedures: Before requesting final inspection for Certification of Final Acceptance complete the following. List exceptions in the request.
 - 1. Submit an updated final statement, accounting for final additional changes to the Contract Sum.

2. Submit a certified copy of the Owner's Representative's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Owner's Representative.
3. Submit final meter readings for utilities, and similar data as of the date of Substantial Completion, or when the Owner took possession of and responsibility for corresponding elements of the Work.
4. Submit a final liquidated damages settlement statement.
5. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

B. Reinspection Procedure:

1. The Owner's Representative will reinspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Owner's Representative.
2. Upon completion of reinspection, the Owner's Representative will prepare a Certificate of Final Acceptance, or advise the Contractor of work that is incomplete or of obligations that have not been fulfilled but are required for Final Acceptance.
3. If necessary, reinspection will be repeated.

1.5 RECORD DOCUMENT SUBMITTALS

A. General:

1. Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Owner's Representative's reference during normal working hours.

B. Record Drawings:

1. Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings.
2. Mark the set to show the actual installation where the installation varies substantially from the work as originally shown.
3. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings.
4. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
5. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the work.
6. Mark new information that is important to the Owner, but was not shown on Contract Drawings or Shop Drawings.
7. Note related Change Order numbers where applicable.
8. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.

C. Record Specifications:

1. Maintain one complete copy of the Project Manual, including addenda, and one copy of other written construction documents such as Change Orders and modifications issued in printed form during construction.
2. Mark these documents to show substantial variations in actual work performed in comparison with the text of the Specifications and modifications.
3. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation.
4. Note related record drawing information and Product Data.
5. Upon completion of the work, submit record Specifications to the Owner's Representative for the Owner's records.

D. Miscellaneous Record Submittals:

1. Refer to other Specification Sections for requirements of miscellaneous record keeping and submittals in connection with actual performance of the work.
2. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference.
3. Submit to the Owner's Representative for the Owner's records.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General:

1. General cleaning during construction is required by the General Conditions and included in Section "Temporary Facilities".

B. Cleaning:

1. Employ experienced workers or professional cleaners for final cleaning.
2. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program.
3. Comply with manufacturer's instructions.
4. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion.
5. Remove labels that are not permanent labels.
6. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition. Leave concrete floors broom clean.
7. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
8. Clean the site, including landscape development areas, of rubbish, litter and foreign substances. Sweep paved areas broom clean; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.

- C. Removal of Protection: Remove temporary protection and facilities installed for protection of the work during construction.

- D. Compliance:
 - 1. Comply with regulations of authorities having jurisdiction and safety standards for cleaning.
 - 2. Do not burn waste materials.
 - 3. Do not bury debris or excess materials on the Owner's property.
 - 4. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.
 - 5. Where extra materials of value remaining after completion of associated Work have become the Owner's property, arrange for disposition of these materials as directed.

END OF SECTION 01701

SECTION 01711 - PROJECT DECONTAMINATION (ASBESTOS)

PART 1 - EXECUTION

1.1 GENERAL:

- A. Work of This Section includes the decontamination of air in the Work Area which has been, or may have been, contaminated by the elevated airborne asbestos fiber levels generated during abatement activities, or which may previously have had elevated fiber levels due to friable asbestos-containing materials in the space.
- B. Work of This Section includes the cleaning, and decontamination of all surfaces (ceiling, walls, floor) of the Work Area, and all furniture or equipment in the Work Area.

1.2 START OF WORK:

- A. Previous Work: During completion of the asbestos abatement work specified in other sections, the Secondary Barrier of polyethylene sheeting will have been removed and disposed of along with any gross debris generated by the asbestos abatement work.
- B. Start of Work: Work of this section begins with the cleaning of the Primary Barrier. At start of work the following will be in place:
 - 1. Primary Barrier: Two layers of polyethylene sheeting on floor and two layers on walls.
 - 2. Critical Barrier: An airtight barrier between the Work Area and other portions of the building or the outside.
 - 3. Critical Barrier Sheeting: Over lighting fixtures and clocks, ventilation openings, doorways, convectors, speakers and other openings.
 - 4. Decontamination Units: For personnel and equipment in operating condition.
- C. Pressure Differential System: In operation.

1.3 FIRST CLEANING:

- A. First Cleaning:
 - 1. Carry out a first cleaning of all surfaces of the work area including items of remaining sheeting, tools, scaffolding and/or staging by use of damp-cleaning and mopping, and/or a High Efficiency Particulate Air (HEPA) filtered vacuum.
 - 2. Do not perform dry dusting or dry sweeping.
 - 3. Use each surface of a cleaning cloth one time only and then dispose of as contaminated waste.
 - 4. Continue this cleaning until there is no visible debris from removed materials or residue on plastic sheeting or other surfaces.
 - 5. Remove All Filters in Air Handling System(s) and dispose of as asbestos-containing waste in accordance with requirements of Section 02084 Disposal of Asbestos-Containing Waste Material.
- B. SECOND CLEANING:
 - 1. Second Cleaning: Carry out a second cleaning of all surfaces in the work area in the same manner as the first cleaning.
 - 2. Encapsulation of substrate: Perform encapsulation of substrate from which asbestos-containing materials have been removed at this time. Maintain Pressure

Differential System in operation during encapsulation work. Perform work only after meeting the following requirements:

- a) Surfaces to be covered have met the requirements for a visual inspection in this section.
 - b) Airborne fiber counts in the Work Area are at or below 0.01 fibers per cubic centimeter as measured by phase contrast microscopy.
3. Removal of Primary Barriers:
 4. Immediately following the second cleaning of the Primary plastic, remove all Primary Barrier sheeting and Material Decontamination Unit, if there is one, leaving only:
 - a) Critical Barrier: Which forms the sole barrier between the Work Area and other portions of the building or the outside.
 - b) Critical Barrier Sheeting: Over lighting fixtures and clocks, ventilation openings, doorways, convectors, speakers, and other openings.
 - c) Decontamination Unit: For personnel, in operating condition.
 - d) Pressure Differential System: Maintain in continuous operation.

1.4 FINAL CLEANING:

- A. Final Cleaning: Carry out a final cleaning of all surfaces in the Work Area in the same manner as the previous cleaning.
- B. Encapsulation of substrate: Perform encapsulation of substrate or installation of spray-applied fireproofing before Removal of Work Area Isolation as specified below. Maintain Pressure Differential System in operation during encapsulation work.

1.5 VISUAL INSPECTION:

- A. After the work area is allowed to dry for 24 hours, a final visual inspection of the entire Work Area including: all surfaces, ceiling, walls, floor, decontamination unit, all plastic sheeting, seals over ventilation openings, doorways, windows, and other openings; will be performed. If any debris, residue, dust or other matter is found, repeat final cleaning and continue decontamination procedure from that point. When the area is visually clean, and if no residue, dust, or other materials are found, the visual inspection is complete.
- B. Lifts: Provide ladders, scaffolding, and lifts as required to provide access to all surfaces in the area to be subjected to visual inspection. Access is to allow touching of all surfaces.

1.6 FINAL AIR SAMPLING PCM:

- A. Phase Contrast Microscopy (PCM): After the Work Area is found to be visually clean, aggressive air clearance will take place. The air will be agitated by use of an electric-powered leaf blower. Maintain air disturbance with the use of box fans. Air samples will be collected and analyzed in accordance with the procedure for Phase Contrast Microscopy set forth in Section 01714 Work Area Clearance:
 1. If Release Criteria are not met, repeat Final Cleaning and continue decontamination procedure from that point.
 2. If Release Criteria are met, proceed to work of this Section on Removal of Work Area Isolation.

1.7 REMOVAL OF WORK AREA ISOLATION:

- A. After all requirements of this section and Section 01714 Work Area Clearance have been met:
1. Shut down and remove the Pressure Differential System. Seal HEPA filtered fan units, HEPA vacuums and similar equipment with 6 mil polyethylene sheet and duct tape to form a tight seal at intake end before being moved from Work Area.
 2. Remove Personnel Decontamination Unit.
 3. Remove the Critical Barriers separating the Work Area from the rest of the building. Remove any small quantities of residual material found upon removal of the plastic sheeting with wet wiping, HEPA filtered vacuum cleaners and local area protection. If significant quantities, as determined by the Owner's Representative, are found then the entire area affected shall be decontaminated as specified in Section 01711 Cleaning & Decontamination Procedures.
 4. Remove all equipment, materials, debris from the work site.
 5. Dispose of all asbestos-containing waste material as specified in Section 02084 Disposal of Asbestos Containing Waste Material.

END OF SECTION - 01711

SECTION 01712 - CLEANING AND DECONTAMINATION PROCEDURES (ASBESTOS)**PART 1 - GENERAL****1.1 RELATED DOCUMENTS:**

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

1.2 DESCRIPTION OF THE WORK:

- A. The work includes the removal of any asbestos-containing debris that has fallen from insulation, firestop, etc. The work includes:
 - 1. Removal and disposal of visible debris.
 - 2. HEPA vacuuming the floor located in the vicinity of the material.
 - 3. Proceed with one layer of 6 mil poly on the ground under glovebag operations.

PART 2 PRODUCTS (NOT APPLICABLE)**PART 3 EXECUTION****3.1 GENERAL:**

- A. Complete the following before start of work of this section:
 - 1. 01527 - Regulated Areas
 - 2. 01562 - Respiratory Protection

3.2 WET CLEANING:

- A. Accomplish wet cleaning during decontamination with paper towels or disposable rags:
 - 1. Immerse paper towel or rag in container of water with surfactant, or diluted removal encapsulant;
 - 2. Wring out;
 - 3. Fold into quarters;
 - 4. Wipe surface once and refold to a fresh face of cloth. Proceed in this manner until all available faces of paper towel or rag have been used;
 - 5. Dispose of paper towel or rag,
 - 6. Do not place rag back in container to rinse out or for any other purpose. If a used towel or rag comes in contact with water, empty container and refill.
 - 7. Material adhered to a surface with removal encapsulant may require the application of additional removal encapsulant to facilitate cleaning.

3.3 REMOVAL OF ASBESTOS-CONTAINING DEBRIS

- A. Work of this Section is limited to the cleanup of a small quantity of amassed debris which has fallen from an architectural finish or thermal insulation on pipes and other thermal equipment.
- B. Remove asbestos-containing debris and decontaminate the area involved using the following sequence:

1. Shut down all ventilation into room.
2. Start HEPA vacuum before entering the area.
3. Use the HEPA vacuum to clean a path at least 6 feet wide from the entry point of the work area to the site of the fallen material.
4. Remove all small debris with the HEPA vacuum.
5. HEPA vacuum surfaces of all pieces too large to be removed by the suction of the HEPA vacuum.
6. Pick up such pieces and place in the bottom of a 6 mil polyethylene disposal bag conforming to the requirements of Section 02084 Disposal of Asbestos-Containing Waste Material. Place pieces in the bag without dropping and avoiding unnecessary disturbance and release of material.
7. Remove all remaining visible debris with HEPA vacuum.
8. HEPA vacuum an area 3 feet beyond the location in which any visible debris was found in two directions each at right angles to the other.
9. Place a 6 mil polyethylene drop cloth in accordance with Section 01527, Local Area Protection, immediately on top of the HEPA vacuumed area before performing any repair work on site from which fall-out occurred.
10. HEPA vacuum the site from which material fell removing all loose material which can be removed by the vacuums suction.
11. Repair or remove remaining material.
12. HEPA vacuum ladder and/or any tools used and pass out of the work area.

3.4 CLEANING AND DECONTAMINATING OBJECTS

- A. Perform all work of decontaminating objects wherever possible on a plastic drop sheet installed in conformance with Section 01527.
- B. HEPA vacuum all surfaces of object and immediate area before moving the object.
- C. Pick-up object, if possible, and HEPA vacuum all surfaces.
- D. Hand to off-sheet worker who will wet-clean object, if possible, and place in storage location.
- E. Decontaminate area where object was located by HEPA vacuuming twice, in two perpendicular directions. Wet clean if necessary to remove any debris.
- F. Return object to its original location.

END OF SECTION - 01712

SECTION 01714 - WORK AREA CLEARANCE (ASBESTOS)**PART 1 - GENERAL****1.1 RELATED DOCUMENTS:**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division - 1 Specification Sections, apply to work of this section.
 - 1. Visual Inspection: required as a prerequisite of air testing, is set forth in Section 01711 Project Decontamination.
 - 2. Air Monitoring: performed by the Owner during abatement work.

1.2 CONTRACTOR RELEASE CRITERIA:

- A. The Asbestos Abatement Work Area is cleared when the Work Area is visually clean and airborne asbestos fiber concentrations have been reduced to the level specified below.

1.3 VISUAL INSPECTION:

- A. Work of this Section will not begin until the visual inspection described in Section 01711 Project Decontamination is complete and has been certified by the Project Administrator.

1.4 AIR MONITORING:

- A. To determine if the elevated airborne asbestos structure concentration encountered during abatement operations has been reduced to the specified level, the Owner will secure samples and analyze them according to the following procedures.
 - 1. PCM samples will be secured as indicated below.
 - 2. Work Area Clearance: final clearance samples will be taken using aggressive sampling technique as per Texas Department of Health Regulations. Upon meeting the PCM Clearance requirements the work of Section 01711 Project Decontamination can continue.

1.5 PHASE CONTRAST MICROSCOPY:

- A. In each homogeneous Work Area after completion of all cleaning work, a minimum of 5 samples will be taken and analyzed according to NIOSH METHOD 7400.
- B. Release Criteria: Decontamination of the work site is complete when every Work Area sample is at or below 0.01 fibers/cc. If these conditions are not met then the decontamination is incomplete and the cleaning procedures of Section 01712 shall be repeated.

1.6 LABORATORY TESTING:

- A. PHASE CONTRAST MICROSCOPY:

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1. The services of a testing laboratory will be employed by the Owner to perform laboratory analysis of the air samples. A microscope and technician will be set up at the job site, so that verbal reports on air samples can be obtained immediately. A complete record, certified by the testing laboratory, of all air monitoring tests and results will be furnished to the Owner's Representative, the Owner and the Contractor.

END OF SECTION - 01714

SECTION 02072 - LEAD ABATEMENT PROCEDURES

PART 1 - GENERAL

1.1 GENERAL

- A. Contractors must be familiar with the contents of this document, included but not limited to the following:
 - 1. Worker Protection
 - 2. All types of Lead-Based Paint (LBP) Testing
 - 3. Acceptable and unacceptable abatement methods
 - 4. Measures for control and containment of lead dust and debris
 - 5. Disposal requirements
- B. In addition, the Contractor must be able to substantiate sufficient prior de-leading experience and/or education providing same with the foresight of the prevailing LBP abatement techniques and safety practices contained herein.
- C. Contractors should be experienced in guidelines for control and the handling of toxic and hazardous materials and protection of the environment and the health of all occupants and workers, as per applicable EPA, OSHA, and NIOSH regulations.

1.2 SCOPE

- A. This portion of the work covers the removal and legal disposal of various materials which contain lead-based paint (LBP) **as outlined in Section 01013.**
- B. The Contractor shall provide all labor, materials, equipment, services, testing, supervision, and incidentals necessary to perform work of lead-based paint abatement or removal of items bearing lead-based paint under this contract in accordance with the following specifications.
- C. The following methods shall be adhered to during the abatement activities. Any deviation from this list shall require Consultant's prior approval:
 - a) HEPA vacuum visible debris in vicinity of proposed containment area.
 - b) HEPA vacuum loose lead-based paint from exterior surface of all painted ceilings and walls. Wash down with a 5% trisodium phosphate solution and remove loose paint chips.
- D. APPLICABLE REGULATIONS, CODES AND STANDARDS
 - 1. The Contractor shall acknowledge that he is aware of and will maintain strict compliance with all regulations, codes, standards, and ordinances governing the performance of his work. Furthermore, the Contractor shall be responsible for any failure to comply with applicable documents.
 - 2. Applicable documents include but are not limited to the following:
 - a) OSHA 29 CFR 1926.62, Lead Exposure in Construction (Interim Final Rule);
 - b) OSHA 29 CFR 1910.1025, Lead, General Industry;

- c) OSHA 29 CFR 1910.1200, Hazard Communication;
 - d) OSHA 29 CFR 1910.134, Respiratory Protection;
 - e) OSHA 29 CFR 1910.145, Specifications for Accident Prevention Signs and Tags;
 - f) OSHA 29 CFR 1926.59, Hazard Communication;
 - g) US HUD, "Lead-Based Paint: Interim Guidelines for Hazard Identification and Abatement in Public and Indian Housing", September 1990;
 - h) Lead-Based paint Hazard Elimination; Interim Rule Title 24, Part 35, 905, 941, 965, and 968 of the Code of Federal Regulations; and
 - i) EPA 40 CFR 261, Resource Conservation and Recovery Act (RCRA.)
3. The most current issue of each document shall apply. Where conflict among requirements or with these specifications exists, the more strict or stringent requirement or interpretation shall apply.
 4. The Contractor shall provide at least one copy of any applicable EPA, OSHA, State or City regulation, code, or ordinance at the site available for review.
 5. Nothing is intended to relieve the Contractor of any responsibility for compliance with state or local laws, ordinances, codes or regulations governing lead-based abatement. Where state and local requirements are more stringent than the Federal regulations, those state and local requirements must be followed by the Contractor.

1.3 NOTICES AND SUBMITTALS

- A. Prior to commencing of the work, the Contractor shall provide to the Owner's Representative and OEHS:
 - a) The names and addresses of certified workers responsible for performing the lead paint abatement operations;
 - b) Assurance that the results of worker medical examinations for blood lead level tests are below OSHA guidelines;
 - c) Worker lead abatement training certificates;
 - d) Material Safety Data Sheets (MSDSs) for products and chemicals to be used for abatement or stored at the job site, so that wasted can be properly identified;
 - e) Name of testing laboratory to be used for analytical testing of waste materials generated as a result of this project;
 - f) The starting and completion dates of the abatement work; and
 - g) Detailed Work Plan documenting the techniques used to comply with these specifications and applicable regulations.
 - (1) Location and layout of decontamination areas;

- (2) Sequencing of the work activities;
 - (3) Interface of trades involved in the work;
 - (4) Work schedule including work shift time and number of employees;
 - (5) Methods to be used to assure the safety of workers and visitors to the site;
 - (6) Product name and description of equipment and products utilized for removal operations;
 - (7) Air monitoring sample analyses;
 - (8) Plan for decontamination and personal hygiene facilities for workers.
2. Before abatement operations may commence, the Contractor shall submit his Work Plan to the Owner's Representative for review and approval.
 3. During performance of the work, the Contractor shall provide to the Owner's Representative:
 - a) Results of OSHA compliance air sampling conducted on Contractor's employees.
 - b) Daily Log.

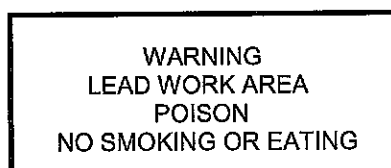
1.4 DAILY LOG

- A. The Contractor shall maintain a project log book which will, at a minimum, contain and conform to the following:
 1. Documentation of all notices and submittals
 2. Permits
 3. Medical records - proof of employee physicals
 4. Emergency notification data
 5. Respiratory fit test records for workers on the project.
 6. Training records for workers on the project.
 7. Sign-in log, filled out daily or as required:
 - a) Name
 - b) Time entered/exited
 - c) Affiliation and purpose
 - d) Date

- e) Description of activity performed
- f) Description of daily work performed
- g) Any damages to the structure
- h) Any accidents (including minor accidents)
- i) Results of any air samples collected by the Contractor
- j) Signature of the Contractor's on-site project superintendent.

1.5 SIGNAGE

- A. At least 24 hours before starting removal or handling of lead-painted components, the Contractor shall establish a regulated work area around the contaminated equipment and shall display a warning sign(s), as appropriate.



1.6 CONTROL OF ACCESS

- A. No one may enter or remain in a regulated work area at any time during a lead abatement procedure which involves the on-site removal of lead paint, unless that person is:
- 1. The Contractor engaged in lead abatement procedure and his employees.
 - 2. The Owner's Representative's Representative or a state or local enforcement official or his designee.

1.7 WORKER PROTECTION

- A. The Contractor shall insure that his employees are protected in accordance with all applicable federal, state and local standards. Regulatory exposure limits are outlined in TABLE 1:
- B. The following procedures and protocols shall apply to all LBP removal:
- 1. Prior to completion and submittal by the Contractor of the Exposure Assessment for this project and its approval by the Owner's Representative, exposure levels for workers shall be assumed by task, and interim protective measures shall be implemented. Personal air samples representative of a full shift including at least one sample for each job classification in each work area either for each shift or for the shift with the highest exposure level shall be collected and analyzed.
 - 2. Per TABLE 2, Interim Protective Measures Based on Work Activity Type, Lead Safety and Health Plan:

- a) Minimum respiratory protection for work assumed to result in interim exposure levels between 50 and 500 $\mu\text{g}/\text{m}^3$ is a half facepiece respirator with HEPA filters.
- b) Personal protective equipment provided by the Contractor shall include disposable clothing, e.g., TYVEK, for workers.
- c) Hygiene facilities including 2-chamber “clean” and “dirty” decontamination areas, showers, handwashing facilities, and lead-free eating facilities shall be provided.
- d) Waste water from showers and hand washing facilities shall be collected, filtered through a system capable of trapping particles 5 microns or larger, and disposed of into a local sanitary sewer system.
 - (1) It is the Contractor's responsibility to comply with any local wastewater systems' regulations regarding the disposal of wastewater from lead abatement activities.
 - (2) In the event contaminated water leaks from the work area, storage areas, trash receptacle, etc., the areas and surfaces coming in contact with the contaminated water shall be considered contaminated. Proper clean-up procedures shall commence at once.
 - (3) The Contractor is advised that discharges of lead into the water or in locations where it could be carried by rain water into storm sewers or bodies of water are strictly prohibited and shall be considered a violation of the Clean Water Act.
- e) Initial biological monitoring is required for interim work activities.
- f) Training of workers regarding Hazard Communication, use of respirators, and safety and health issues is required.
 - (1) After review and approval by the Owner's Representative of the Contractor's Exposure Assessment, worker protection measures shall be based on measured exposure levels and shall be per the Lead Safety and Health Plan and associated Lead Compliance Program.
- g) Respiratory protection of workers shall be per TABLE 3, Protective Measures Based on Measured Exposure, Lead Safety and Health Plan:
 - (1) All workers inside the work area shall wear the proper respirator for the lead dust level generated.
 - (2) Workers must be properly trained in the use, care, and maintenance of respirators. Contractor shall provide documentation for workers showing that all workers have been fit tested for respirator usage in accordance with Contractor's formal, written Respiratory Protection Program.
- h) Personal protective equipment of workers shall be per TABLE 3, Protective Measures Based on Measured Exposure, Lead Safety and Health Plan.

- (1) Workers will wear full body disposable suits with hoods and booties. A TYVEK or similar type of suit may be worn. Suits will be worn in the work area at all times after the pre-abatement inspection and shall remain in use until the area passes final clearance inspection. Light-weight nylon clothes may be worn under the disposable suit, but these underclothes must be changed before leaving the work area and should be laundered separately.
 - (2) Goggles with side shields will be worn when working with a material that may splash or fragment, or if protective eye wear is specified on the MSDS for that product.
 - (3) Additional respiratory protection by supplemental filters, such as organic vapor cartridges, may be needed when handling some coating products. The Contractor shall consult the MSDSs for the product(s) and shall obtain the proper filters as necessary.
- i) Decontamination and personal hygiene practices for workers shall be in accordance with applicable regulations and these specifications. Contractor shall provide "wet" decontamination enclosures for areas of LBP removal. At least one such enclosure shall be constructed on each floor. The Contractor may use the same decontamination enclosure for removal of asbestos and LBP.
 - j) Provide suitable Personnel Decontamination Unit consisting of a serial arrangement of connected rooms or spaces, with a minimum of a Changing Room, Shower Room, and Equipment Room. Require all persons without exception to pass through this decontamination unit for entry into and exiting from the work area for any purpose. Do not allow parallel routes for entry or exit. Provide temporary lighting within decontamination units as necessary to reach a lighting level of 100 foot candles.
 - k) Provide a completely water tight operational shower to be used for transit by cleanly dressed workers heading for the Work Area from the Changing Room, or for showering by workers headed out of the work area after undressing in the equipment room.
 - l) Personal hygiene practices by all workers in compliance with applicable regulations shall be enforced by the Contractor:
 - (1) No eating, drinking, or use of tobacco shall be allowed in the work area. The Contractor shall provide a clean space, separated from the work area, for eating and drinking purposes.
 - (2) Disposable clothing, such as TYVEK suits, and other personal protective equipment (PPE) must be donned prior to entering the work area. A clean room will be provided by the Contractor for workers to put on suits and other personal protective equipment and to store their street clothes. Disposable suits shall be used once, then shall be properly discarded.
 - (3) All workers must wash upon leaving the work area in a wash facility provided by the Contractor. Wash facility will consist of, at least, running potable water, towels, and a HEPA vacuum. Upon leaving

the work area, each worker will wash and dry face and hands, HEPA vacuum clothes, and remove and dispose of the work suit as contaminated waste.

- (4) Lavatory facility must be provided by the Contractor and should be located outside the regulated work area. The eating and drinking area, the clean room, and the lavatory facility must be maintained in a clean and orderly fashion at all times. The Contractor will provide portable lavatories when needed and will disinfect them daily.
- m) If worker exposure to airborne lead exceeds $50 \mu\text{g}/\text{m}^3$ (PEL),
 - (1) Contractor must provide showering facilities. Shower water must be heated. All water must be collected and tested for hazardous wastes before disposal.
 - (2) All workers must shower upon leaving the work area.
 - (3) Decontamination shall be in three stage, i.e., Dirty Room - Airlock, Shower - Airlock, Clean Room.

1.8 CONTROL OF EMISSION AND DUST

- A. When handling/abating lead-contaminated building components outdoors, Contractor shall spread a minimum 10-mil polyethylene sheet beneath the work area under the component to be removed. The drop cloth shall extend a minimum of 3 ft. from the wall for every 10 ft. of vertical distance involved in the work. Lateral distance along the wall should match this distance on either side of the work area.
- B. Barriers shall have:
 - 1. Wood or metal studs, 16 in. on-center, faced with 3/8 in. plywood sheeting on work side only, and
 - 2. Both sides of barrier covered with at least one layer of 6-mil plastic sheet with joints staggered and sealed with tape. Edges of barrier connected to floor, walls, and ceiling shall be secured and sealed airtight.
- C. Interior Containment: Minimize creation of lead-contaminated dust and airborne particles by using methods and procedures that create the least amount of dust, in accordance with the Lead Compliance Program, including the utilization of HEPA filter on tools that have the potential for creating dust and airborne contamination.
- D. Isolate the work area from all adjacent areas or systems of the building with a pressure differential that will cause a movement of air from outside to inside at any breach in the physical isolation of the work area.
- E. Continuously maintain the work area at an air pressure that is lower than that in any surrounding space in the building, or at any location in the immediate proximity outside of the building envelope. This pressure differential when measured across any physical or critical barrier must equal or exceed a static pressure of 0.03 inches of water. Accomplish the pressure differential by exhausting a sufficient number of HEPA filtered fan units from the work area. The number of units required will depend on machine characteristics, the seal at barriers, and required air circulation. Vent HEPA filtered fan units to outside of building unless authorized in writing by Owner's Representative.

- F. When installing component(s) on lead-painted surfaces, Contractor shall exercise care to avoid dislodging any flaking paint from the substrate.
- G. Plastic drop cloths, contaminated paper towels, and other dust and debris generated during the abatement shall be carefully folded into the plastic sheeting to avoid shaking dust from the surface. Folded plastic sheeting shall be deposited for temporary storage and testing in a disposal bag.

1.9 AIR MONITORING, INSPECTION AND FINAL CLEARANCES

- A. The Contractor shall be responsible for compliance air monitoring of his workers, per OSHA regulation and as detailed in the Lead Safety and Health Plan.
- B. The Contractor is responsible for conducting the Exposure Assessment for the project. Personal air samples representative of a full shift including at least one sample for each job classification in each work area either for each shift or for the shift with the highest exposure level shall be collected and analyzed. Air samples should be taken in accordance with NIOSH Method 7082, or equivalent.
- C. Worker exposure levels shall be evaluated with respect to the OSHA Action Level ($30 \mu\text{g}/\text{m}^3$) and the Permissible Exposure Level ($50 \mu\text{g}/\text{m}^3$) as 8-hour Time-Weighted Averages. If measured exposure levels exceed the criteria set for respiratory protection and personal protection of workers, the Contractor shall stop work, shall notify the Owner's Representative, shall attempt to correct and control the operation to reduce the elevated contamination dust levels, and shall change protective measures for workers to the next higher level of protection (see TABLE 3) before re-assuming operations.
- D. After Contractor has completed final clean-up, and performed a visual inspection, the Consultant will perform a detailed visual inspection. All surfaces will be examined for the presence of dust or debris, especially flat surfaces. If dust or debris is found, Contractor shall reclean the entire work area and a repeat of the detailed visual inspection will occur.
- E. When the post abatement visual inspection has been completed, surface wipe sampling, using commercial wipes moistened with a non-alcohol wetting agent, shall be conducted by the Consultant. A minimum of three wipe samples will be collected and analyzed for each work area. Further cleaning will be required in any area where the result is in excess of 800 milligrams per square foot.
- F. The Owner will pay for the first set of wipe samples. The Contractor is responsible for payment of all subsequent tests, at a cost of \$150 per wipe sample.
- G. The Owner's Representative may provide other independent wipe testing and air monitoring services during the conduct of the project.

PART 2 - PRODUCTS

2.1 CLEANING SOLUTIONS

- A. Contractor shall provide solution containing at least one ounce of five percent trisodium phosphate per each gallon of water.

2.2 DISPOSAL

- A. Disposal bags shall be, as a minimum, individual, 6 mil thick, leak-tight, manufactured polyethylene bags.
- B. Polyethylene wrap shall be 6 mil and 10 mil polyethylene sheeting.
- C. Disposal drums shall meet US Department of Transportation (DOT) regulations for disposal of respective waste(s) generated.
- D. Disposal labels shall identify waste materials (before TCLP testing.) Hazardous wastes shall be identified as such in compliance with RCRA regulations for hazardous materials.

PART 3 - EXECUTION

3.1 METHODS OF ABATEMENT

- A. Removal: (Reserved)
- B. Abrasion: Remove lead-based paint by machine sanding, using a high efficiency particulate air (HEPA) filtered dust collection attachment.
 - 1. Sanders shall be of the dual action, rotary action, orbital or straight line system type, fitted with a HEPA dust pick-up system.
 - 2. Air compressors utilized to operate this equipment shall be designed to continuously provide 90 to 110 psi or as recommended by the manufacturer.
 - 3. Sanding shall only be done on flat surfaces which allow the HEPA dust collection system to come into tight contact with the surface being sanded. Surfaces to be sanded shall be wide enough to allow maximum efficiency of the HEPA dust collection system.
 - 4. All lead-based paints shall be removed down to the bare substrate surface. In cases where some pigment may remain embedded in wood grain and similar porous substrate, care shall be taken to avoid damage to the substrate with the sanding machine.
- C. Heat Blower Gun: Remove lead-based paint by heat, using a heat blower gun followed by scraping.
 - 1. Electrically operated, heat-blower gun shall be a flameless electrical paint softener type. Heat-blower shall have electronically controlled temperature settings to allow usage below a temperature of 700°F. Heat-blower shall be DI type (non-grounded) 120v, AC application. Heat-blower shall be equipped with various nozzles to cover all common applications (cone, fan, glass protector, spoon reflector, etc.)
 - 2. Hot air stream from the heat-blower gun shall be directed at the painted surface and the paint allowed to blister and soften. Considerable lead is volatilized from lead-based paint and lead fumes are released at approximately 700°F. Heat-blower shall not be operated above 700°F and respirator protection is required for all persons in the work area.
 - 3. Softened paint shall be removed down to the substrate surface as completely as possible by scraping and/or brushing. In cases that some pigment may remain embedded in wood grain and similar porous substrate, care shall be taken to avoid damage to the substrate with the scraping or brushing.

4. Care shall be taken to protect glass in windows and doors, and adjacent areas from damage from thermal stresses induced by the concentrated heat of the heat-blower gun. Damages to non-protected glass and adjacent areas from thermal stresses shall be repaired at the Contractor's expense.
- D. On-Site Chemical Removers: The following is not a recommended method. However, the Contractor may use this method, but only with the Consultant's prior approval.
1. Remove lead-based paint by scraping and/or brushing after the paint has been softened by the application of a chemical stripping agent. Exterior applications may be removed by water jet washing method on masonry substrates only.
 2. Chemical removers shall contain no methylene chloride products.
 3. Chemical removers shall be compatible with, and not harmful, to the substrate that they are applied to.
 4. Chemical removers used on masonry surfaces shall contain anti-stain formulation that inhibits discoloration of stone, granite, brick and other masonry construction.
 5. Chemical removers used on interior surfaces shall not raise or discolor the surface being abated.
 6. Chemical stripping agent neutralizers may be used on exterior surfaces only. Neutralizers shall be compatible with and not harmful to the substrate they are applied to. Neutralizers shall be compatible with the stripping agent that has been applied to the surface substrate.
 7. Chemical stripping agents and neutralizers shall be applied in accordance with the recommendations of the manufacturer. Stripping agents shall not be allowed to penetrate wood or other fibrous substrates. Softened paint shall be removed by scraping or wire brush.
 8. Contractor shall protect adjacent areas from damage from stripping agent during the course of work. Damages to non-protected adjacent areas from stripping agent shall be repaired at the Contractor's expense.
- E. Enclosure of Exterior Substrate: (Reserved)

3.2 CLEAN UP OF WORK AREA

- A. Clean-up shall be performed by lead abatement workers as follows:
1. After the abatement work has been completed, remove all debris and dispose of it in designated containers:
 2. Deposit all lead-contaminated waste, including sealing tape, plastic sheeting, mop heads, sponges, filters, and disposable clothing, etc. in double plastic bags, at least 6 mil thick or single 10 mil thick, and seal the bags;
 3. Wrap disassembled lead-painted building components (door sections, handrails, pipe sections) in two layers of minimum 6 mil polyethylene sheeting, secure and seal with tape, label as waste, and temporarily store for testing and disposal.

4. HEPA vacuum clean all surfaces in the interior work area including woodwork, metal work, walls, windows, floors, ceilings, steps, etc.;
5. After vacuum cleaning, phosphate wash all floors in the work area with a solution containing at least 1 ounce of 5 percent trisodium phosphate to each gallon of water;
6. After floor washing has dried, HEPA vacuum clean surfaces until no visible residue remains;
7. After all the work is completed, but before release of the work area, perform final clean-up and request that DOE personnel conduct the wipe test(s) for final clearance.

3.3 WASTE DISPOSAL

- A. The Contractor shall remove daily all lead waste from the work area.
- B. The Contractor shall be responsible for removing, controlling, waste materials, all treated as hazardous waste until classification through testing is completed. This includes not only solid wastes but also waste water generated from interim and final clean-up.
 1. During the actual abatement, the Contractor shall not leave debris in the work area or adjacent property, incinerate debris, dump waste into landfills, or introduce lead-contaminated water into storm or sanitary sewers.
- C. For disposal of waste materials, the requirements of the Resource Conservation and Recovery Act (RCRA) as well as applicable state and local solid waste plan requirements shall be complied with.
 1. Testing of lead-contaminated waste materials per the US EPA's Toxicity Characteristics Leaching Procedure (TCLP) will be conducted.
 2. If the TCLP results equal or exceed 5.0 mg/l of lead, the waste must be handled as hazardous waste, to be transported to a licensed treatment, storage, and disposal facility (TSDF).
 3. If the TCLP results are below the regulatory threshold of 5.0 mg/l, the wastes are not considered as being hazardous and can be disposed of as construction debris.
 4. Results of TCLP testing and analysis will be submitted to the Consultant before disposal of the particular waste stream.
 5. The following waste materials will be tested to determine whether or not they are hazardous wastes:
 - a) Paint chips (having a lead concentration greater than 1% is considered a hazard);
 - b) Waste water;
 - c) Dust from HEPA filters and from damp sweeping;
 - d) Paint and plaster removed from building;

- e) Plastic sheets, duct tape, or tape used to cover floors and other services during the lead-based paint removal;
 - f) Solvents and caustics used during the stripping process;
 - g) Liquid waste, such as wash water used to decontaminate wood after solvents have been used, and liquid waste water from exterior water blasting;
 - h) Rags, sponges, mops, HEPA filters, respirator cartridges, scrapers, and other materials used for testing, abatement and cleanup;
 - i) Disposable work clothes and respirator filters;
 - j) Any other items contaminated with lead-based paint.
6. Non-hazardous solid wastes shall be placed in double (6 mil) or single (10 mil) polyethylene bags that are air tight and puncture resistant.
- a) The Contractor shall contain and properly dispose of all liquid waste, including lead-dust contaminated wash water.
 - b) Exteriors of all containers and disposal bags shall be HEPA vacuumed prior to their removal from the work area and shall be wet wiped. Containers and bags should then be moved into the designated storage area.
 - c) The Contractor shall carefully place the containers into a truck or dumpster used for disposal.
7. Disposal of Hazardous Waste (as determined by analytical testing): The Contractor shall be required to comply with the RCRA regulations.
- a) Lead-contaminated debris shall not be stored in the work area while awaiting testing and removal. A temporary hazardous waste storage area shall be designated and managed for storage, in compliance with all federal, state, and local regulations.
 - b) Waste containers used will comply with EPA and DOT regulations for containers used in storing and hauling hazardous wastes.
 - c) If the Contractor is not a certified hazardous waste transporter, a subcontract shall be entered into with a certified transporter to move the hazardous wastes. The third party hauler shall be required to follow RCRA regulations, and all manifestation of the transport and disposal of the hazardous wastes shall be completed and submitted to the Owner's Representative.
 - d) Copies of transport and disposal manifests shall be submitted to the Owner's representative for distribution to Owner's Project Management team and Environmental Management and Hazardous Waste Program.

3.4 POST ABATEMENT SUBMITTALS

- A. The Contractor shall provide a total of 5 copies of each submittal. The submittals will be provided to the Owner's Representative for distribution to Owner's Project Management team, and OEHS. Each set of submittals will be bound using three-hole punch paper.
- B. The Contractor shall submit to the Owner's Representative copies of all manifests for the transportation and disposal of solid and hazardous wastes generated.
- C. The Contractor shall submit to the Owner's Representative marked-up as-built drawings showing in bold letters that all components with surfaces with lead paint have been removed or abated and describing such locations.
- D. The Contractor shall submit to the Owner's Representative copies of all records indicating that the renovation work has been performed in compliance with applicable regulation, these specifications, and the Lead Safety and Health Plan.

PART 4 - LEAD SAFETY AND HEALTH PLAN

4.1 PURPOSE

- A. Inorganic lead is a systemic poison that adversely affects the blood, nervous and urinary (kidney) systems, the reproductive system for both males and females, and poses risks to the fetus. Exposure to inorganic lead in the oil industry stems primarily from activities involving lead-based paints which have been used in almost every field location at some time or other. This Lead Safety and Health Plan establishes the procedures required for workers when performing work activities where inorganic lead is present.

4.2 REFERENCES

- A. OSHA 29 CFR 1926.62, Lead Exposure in Construction (Interim Final Rule)
- B. OSHA 29 CFR 1910.1025, Lead, General Industry
- C. OSHA 29 CFR 1926.350-354, Welding, Cutting and Heating
- D. OSHA 29 CFR 1910.134, Respiratory Protection
- E. OSHA 29 CFR 1926.59, Hazard Communication
- F. US HUD, "Lead-Based Paint: Interim Guidelines for Hazard Identification and Abatement in Public and Indian Housing", September 1990

4.3 COVERED ACTIVITIES

- A. This Plan covers all work activities that involve materials containing greater than 0.05% or 1.0 mg/cm² inorganic lead. This Plan is not applicable to organic lead, such as lead alkyls.
- B. Work activities that are specifically covered by this Plan include, but are not limited to new construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, including:
 - 1. Spray painting with lead paint;
 - 2. Abrasive blasting lead-containing paint or rust of scale from equipment that has been in lead alkyl service (e.g., leaded gasoline); and
 - 3. Welding, cutting, torch burning on surfaces with lead-based paints.
 - 4. Removal or encapsulation of lead-containing materials.

5. Demolition or salvage of structures with lead-containing materials.
6. Installation of products containing lead.
7. Cleanup activities associated with abrasive blasting lead paint.
8. Transportation, disposal, storage, or containment of lead-containing materials.
9. Maintenance activities where there is the possibility of exposure to lead-containing measures.

4.4 WRITTEN COMPLIANCE PROGRAM

- A. A written compliance program is required for any job where workers may be exposed to lead.
- B. The program shall be specific project oriented.
- C. The compliance program shall, at a minimum, cover in detail the elements included in this Plan.
- D. A competent person shall be assigned responsibility for the project and the implementation of the compliance program and shall make frequent inspections of the project to assure compliance with the written program.
- E. The competent person shall be capable of identifying and/or predicting lead hazards on the job, and shall have the authorization to take corrective measures to remediate such hazards.

4.5 EXPOSURE LIMITS

- A. Certain exposure levels shall be assumed, and interim protective measures shall be implemented, for certain work activities until an exposure assessment has been made.
 1. These work activities and the assumed exposure levels are summarized in Sections H.2 and H.3, and TABLE 2.
- B. A Regulated Area shall be established in areas that exceed or can be reasonably expected to exceed the PEL without regard for the use of respirators, or where interim protective measures are required.

4.6 EXPOSURE MONITORING

- A. Initial monitoring must be conducted for all lead-related activities. Representative breathing zone measurements shall be made in accordance with OSHA regulations (29 CFR 1926.62).
 1. Initial monitoring is still required for the specific activities where interim protective measures have been implemented.
- B. Periodic monitoring shall be conducted based on the initial monitoring results according to the following schedule:
 1. TWA < 30 $\mu\text{g}/\text{m}^3$ (TWA < Action Level): None required.
 2. $\mu\text{g}/\text{m}^3$ < TWA < 50 $\mu\text{g}/\text{m}^3$ (AL < TWA < PEL): Every 6 months.

3. TWA > 50 $\mu\text{g}/\text{m}^3$ (TWA exposure > PEL): Quarterly.
 4. Periodic monitoring frequency may be reduced or curtailed based on the results of two consecutive measurements taken at least 7 days apart.
- C. Monitoring data collected by the Contractor within the past 12 months may be used as the exposure assessment provided the conditions under which the data were collected are representative of the current project, such as:
 - D. Processes, type of material, control methods, work practices, and environmental conditions are similar to the current project.
 - E. Workers shall be notified of the sampling results within 5 working days of completion of the exposure assessment.
 - F. Workers or designated representatives may observe monitoring.
- 4.7 PROTECTIVE MEASURES
- A. Protective measures are required if workers' measured exposures are greater than the PEL.
 - B. A summary of the protective measures required based on actual exposure data is given in TABLE 3.
 - C. Interim Protective Measures are required for certain work activities involving lead. An exposure level is "assumed" and appropriate worker protection measures must be implemented until the actual exposure is determined.
 1. The most common work activities where interim worker protection measures are required upon commencement of the work include:
 - a) Spray painting with lead paint, manual demolition, manual scraping;
 - b) Using a power tool to remove lead without a collection system, cleanup of lead contamination or of dry abrasive blasting materials containing lead.
 - c) Abrasive blasting lead-containing materials, welding, cutting, or torch burning on lead-containing materials.
 2. After the actual exposure level has been determined, and if the work activity is still on-going, the protection measures can be "tailored" to meet the requirements for that exposure level. Generally, respiratory protection requirements will be the major item of change once the actual exposure is determined. Additional measures such as showers and additional medical surveillance may be required if exposure >PEL is confirmed.
 - D. A summary of the interim protective measures required based on specific work activity is given in TABLE 2.
 - E. Respiratory protection shall be provided in accordance with TABLES 1 and 3.
 1. Powered Air Purifying Respirators (PAPR) shall be provided for half-facepiece respirators at the worker's request.
 2. When abrasive blasting in an open area, any worker within 50 ft of the operator shall have the equivalent respiratory protection as the operator.

F. Personal protective clothing

1. Disposable clothing, e.g., TYVEK, shall be provided.
2. Dedicated, re-usable clothing may be provided but must be laundered according to the schedule in TABLE 1.

G. The following hygiene facilities shall be provided:

1. Change areas segregated into a "clean" and "dirty" side to prevent cross-contamination.
2. A wet decontamination facility shall be constructed in each work area.
3. Reasonably accessible handwashing facilities must be provided for all lead work activities.
4. Eating facilities shall be provided outside of the area of contamination and shall be kept as free of lead contamination as practicable.

H. Specific worker hygiene practices are covered in detail in the written Compliance Program and shall be enforced by the employer.

4.8 MEDICAL SURVEILLANCE

A. Biological monitoring shall consist of sampling and analyzing the blood for lead and zinc protoporphyrin (ZPP).

1. Initial biological monitoring is required for interim work activities.

B. Medical surveillance shall consist of sampling and analyzing the blood for lead and ZPP as well as a medical examination.

1. Medical surveillance is required for workers exposed to > AL for more than 30 days in a consecutive 12 months.

C. Additional biological monitoring is required every two months whenever the last blood sample indicates a blood level > 40 µg/deciliter (40 µg/dl).

D. Workers must be removed from exposure (with benefits protected) if medical monitoring indicates a blood level in excess of 50 µg/dl of blood if the worker is exposed at or above the Action Level.

4.9 INFORMATION AND TRAINING

A. Workers exposed at or above the Action Level shall be trained in the following:

1. Contents of the OSHA Standard 29 CFR 1926.62.
2. Specific nature of the operations where lead is present.
3. Purpose, selection, fitting, use and limitations of respirators.
4. Adverse health effects of lead, including reproductive effects to males and females and effects on the fetus.
5. Engineering controls and work practices.
6. Contents of the written Compliance Program for the project.

- 7. Instructions that chelating agents should not be routinely used and should not be used except under the direction of a physician.
 - 8. Medical surveillance program and access to medical records (29 CFR 1910.20).
- B. Workers shall also have appropriate Hazard Communication, Respiratory Protection, and other applicable safety and health training.

4.10 CONTRACTOR

- A. Contractor performing work subject to this Lead Safety and Health Plan shall be notified of their obligation and responsibility to conduct work according to this Plan or OSHA 29 CFR 1926.62.
- B. Contractor shall have a written Compliance Program for their work.
- C. Contractor may rely on their documented exposure data in developing their Compliance Program provided it is representative of the work activity and conditions under which the work will be performed.

TABLE 1 - EXPOSURE LIMITS

Time Weighted Average (TWA) Exposures ¹	8-Hour TWA	12-Hour TWA	Adjustment for Longer Shifts
Permissible Exposure Limit (PEL)	50 µg/m ³	33.3 µg/m ³	400 µg/m ³ /hours worked
Action Level (AL)	30 µg/m ³	20 µg/m ³	240 µg/m ³ /hours worked

TABLE 2 - INTERIM PROTECTIVE MEASURES BASED ON WORK ACTIVITY TYPE

Interim Protective Measures Required	Activity	Activity	Activity
The protective measures marked by (X) in the boxes below are required until actual exposures can be demonstrated. Once exposure assessment is determined, protection measures (particularly respiratory protection) can be tailored to the actual "measured" exposure level.	Manual demo of structures (e.g., dry wall); manual scraping; manual sanding; heat gun applications; power tool cleaning w/dust collection; spray painting w/lead paint	Cleaning w/power tool w/o dust collection; clean-up of lead contamination; rivet busting	Abrasive blasting; welding; cutting; torch burning
Interim Exposure (µg/m ³)	50-500	500-2500	>2500
Respiratory protection	X	X	X
- Half facepiece w/HEPA filters	X	NO	NO
- Hood/helmet or Type CE abrasive blasting supplied air respirator in continuous flow mode		NO	NO
- Full facepiece w/HEPA filters		X	NO

¹Without regard to respirators

- Powered Air Purifying Respirator (PAPR) w/HEPA filters		X	NO
- Fullface or Type CE abrasive blasting supplied air w/positive pressure			X
- SCBA or Type C or CE supplied air w/escape			X
Personal protective clothing and equipment	X	X	X
Change areas	X	X	X
Handwashing	X	X	X
Biological (blood) monitoring	X	X	X
Training	X	X	X
Warning signs - regulated area	X	X	X
Laundering (weekly; daily if > 200 µg/m ³)	REC	REC	REC
Showers	REC	REC	REC

* Respirators specified for higher concentrations may be used for lower concentrations of lead.

X = Required

N/R = Not Required

NO = Not Allowed

REC = Recommended

TABLE 3 - PROTECTIVE MEASURES BASED ON MEASURED EXPOSURE

"Measured" Exposure in µg/m ³	30-50	<500	<1250	<2500	<100000	>100000
Respiratory Protection	N/R					
- Half facepiece w/HEPA filters		X	NO	NO	NO	NO
- Hood/helmet or Type CE abrasive blasting supplied air respirator in continuous flow mode			X	NO	NO	NO
- Full facepiece w/HEPA filters				X	NO	NO
- Powered Air Purifying Respirator (PAPR) w/HEPA filters				X	NO	NO
- Fullface or Type CE abrasive blasting supplied air w/positive pressure					X	NO
- SCBA or Type C or CE supplied air w/escape						X
Personal protective clothing	N/R	X	X	X	X	X
Change areas	N/R	X	X	X	X	X
Handwashing	X	X	X	X	X	X
Biological (blood) monitoring	X	X	X	X	X	X
Training	X	X	X	X	X	X
Warning signs - regulated area	N/R	X	X	X	X	X
Laundering (weekly; daily if > 200 µg/m ³)	N/R	X	X	X	X	X
Showers	N/R	X	X	X	X	X
Medical surveillance	X	X	X	X	X	X

* Respirators specified for higher concentrations may be used for lower concentrations of lead.

X = Required

N/R = Not Required

NO = Not Allowed

END OF SECTION 02072

SECTION 02081 - REMOVAL OF ASBESTOS-CONTAINING MATERIALS

PART 1 - GENERAL

WET REMOVAL:

Thoroughly wet to satisfaction of Owner's Representative asbestos-containing materials to be removed prior to stripping and/or tooling to reduce fiber dispersal into the air. Accomplish wetting by a fine spray (mist) of amended water or removal encapsulant. Saturate material sufficiently to wet to the substrate without causing excess dripping. Allow time for amended water or removal encapsulant to penetrate material thoroughly. If amended water is used, spray material repeatedly during the work process to maintain a continuously wet condition. If a removal encapsulant is used, apply in strict accordance with manufacturer's written instructions. Perforate outer covering of any insulation which has been painted and/or jacketed in order to allow penetration of amended water or removal encapsulant, or use injection equipment to wet material under the covering. Where necessary, carefully strip away while simultaneously spraying amended water or removal encapsulant on the installation to minimize dispersal of asbestos fibers into the air.

Mist work area continuously with amended water whenever necessary to reduce airborne fiber levels.

Remove saturated asbestos-containing material in small sections from all areas. Do not allow material to dry out. As it is removed, simultaneously pack material while still wet into disposal bags. Twist neck of bags, bend over and seal with minimum three wraps of duct tape. Clean outside and move to Wash Down Station adjacent to Material Decontamination Unit.

Evacuate air from disposal bags with a HEPA filtered vacuum cleaner before sealing.

Sprayed-on Fireproofing: Spray asbestos-containing fireproofing with a fine mist of amended water or removal encapsulant. Allow time for amended water or removal encapsulant to saturate material completely. Do not over-saturate to cause excess dripping. If surface of material has been painted or otherwise coated cut small holes as required and apply amended water or removal encapsulant from above. After removal of asbestos-containing materials, remove any overspray on walls, decking, and structure above using stiff nylon bristled brush. Use high pressure washer only with written authorization from Owner's Representative.

Pipe Insulation: Spray with a mist of amended water or removal encapsulant. Allow amended water or removal encapsulant to saturate material to substrate. If a removal encapsulant is used, use in strict accordance with manufacturer's instructions. Cut bands holding preformed pipe insulation, slit jackets at seams, remove and hand-place in a disposal bag. Remove job-molded fitting insulation in chunks and hand place in a disposal bag. Do not drop to floor. Remove any residue on pipe or fitting with stiff bristle nylon hand brush. In locations where pipe fitting insulation is removed from pipe with straight runs insulated with fibrous glass or other non-asbestos-containing fibrous material, remove fibrous material 6" from the point where it contacts the asbestos-containing insulation.

Floor Tile and/or Mastic: Remove of and dispose of carpet as asbestos-containing waste. Spray material continuously with amended water. Use caution not to overwet. All methods of removal must be approved by the consultant. If solvents are used, the solvent must conform to the following minimum conditions:

1. Flash point (open or closed cup) >200 F
2. Auto Ignition Temperature >600 F
3. Slight odor

Jack Brooks Regional Airport – Hangar #3
Asbestos/Lead Abatement Project

(IFB 19-003/JW) Page 176 of 178
December 2018
Total Safety U.S., Inc.

4. Ph neutral
5. Aromatic vapors <100 ppm
6. Will not react violently with water

END OF SECTION - 02081

SECTION 02084 - DISPOSAL OF ASBESTOS-CONTAINING WASTE MATERIAL (ASBESTOS)

PART 1 - GENERAL

1.1 DESCRIPTION OF THE WORK:

- A. This section describes the disposal of Asbestos-Containing Materials. Disposal includes packaging of asbestos-containing waste materials. Disposal shall be accomplished by land filling at an approved landfill.

1.2 SUBMITTALS:

- A. Before Start of Work: Submit the following to the Owner's Representative for review. Do not start work until these submittals are approved by the Owner's Representative.
1. Copy of state or local license for waste hauler.
 2. Name and address of landfill where asbestos-containing waste materials are to be buried. Include contact person and telephone number.
 3. Chain of Custody form and form of waste manifest proposed.
 4. Sample of disposal bag and any added labels to be used.
- B. At time of removal of waste submit copies of all manifests and disposal site receipts to Owner's Representative. Owner to receive first copy (green) and final copy (white) to be sent to OEHS. The Contractor must submit original manifests and disposal receipts.

PART 2 - PRODUCTS:

- 2.1 Disposal Bags: Provide 6 mil thick leak-tight polyethylene bags labeled with three labels with text as follows:

- A. First Label:

CAUTION
CONTAINS ASBESTOS FIBERS
AVOID OPENING OR BREAKING CONTAINER
BREATHING ASBESTOS IS HAZARDOUS TO YOUR HEALTH

- B. Second Label: Provide in accordance with 29 CFR 1910.1200(f) of OSHA's Hazard Communication standard:

DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD
BREATHING AIRBORNE ASBESTOS, TREMOLITE, ANTHOPHYLLITE, OR
ACTINOLITE FIBERS IS HAZARDOUS TO YOUR HEALTH

- C. Third Label: Provide in accordance with U. S. Department of Transportation regulation on hazardous waste marking. 49 CFR parts 171 and 172. Hazardous Substances: Final Rule. Published November 21, 1986 and revised February 17, 1987:

RQ, ASBESTOS, 9, NA2212, RQ = 116.

PART 3 - EXECUTION

Comply with the following sections during all phases of this work:

Section 01560 Worker Protection - Asbestos Abatement
Section 01562 Respiratory Protection

3.1 GENERAL:

- A. All waste is to be hauled by a waste hauler with all required licenses from all state and local authority with jurisdiction.
- B. Load all asbestos-containing waste material in disposal bags or leak-tight drums. All materials are to be contained in one of the following:
 - 1. Two 6 mil disposal bags or
 - 2. Two 6 mil disposal bags and a fiberboard drum or
 - 3. Sealed steel drum with no bag
- C. Protect interior of truck or dumpster with Critical and Primary Barriers as described in Section 01526 Temporary Enclosures.
- D. Carefully load containerized waste in fully enclosed dumpsters, trucks or other appropriate vehicles for transport. Exercise care before and during transport, to insure that no unauthorized persons have access to the material. Carry extra 6 mil disposal bags in truck.
- E. Do not store containerized materials outside of the Work Area. Take containers from the Work Area directly to a sealed truck or dumpster.
- F. Do not transport disposal bagged materials on open trucks. Label drums with same warning labels as bags. Uncontaminated drums may be reused. Treat drums that have been contaminated as asbestos-containing waste and dispose of in accordance with this specification.
- G. Advise the landfill operator or processor, at least ten days in advance of transport, of the quantity of material to be delivered.
- H. At disposal site unload containerized waste:
 - 1. At a disposal site, sealed plastic bags may be carefully unloaded from the truck. If bags are broken or damaged, rebag immediately on site. Clean entire truck and contents using procedures set forth in section 01711 Project Decontamination.
 - 2. At a processing site truck and loading dock are arranged as a controlled work area and containerized waste is transferred to storage area by site personnel. All bags including broken ones will be transferred. Clean truck, using procedures set forth in section 01711 Project Decontamination.
- I. Retain receipts from landfill or processor for materials disposed of.
- J. At completion of hauling and disposal of each load submit copy of waste manifest, chain of custody form, and landfill receipt to Owner's Representative.

END OF SECTION - 02084



**JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT**

1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593 phone

ADDENDUM TO IFB

IFB Number: IFB 19-003/JW
IFB Title: Demolition of Hangar No. 3 at Jack Brooks Regional Airport
IFB Due: **11:00 am CT, Tuesday, February 12, 2019**
Addendum No.: 1
Issued (Date): January 24, 2019

TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda.** For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal.** If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum:

Re-schedule of Pre-Bid Conference and Walk-through

Please note that the Pre-Bid Conference and Walk-through for this project has been re-scheduled for: **10:00 am CT, Thursday, January 31, 2019** ; and will be held in the Airport Administration Conference Room located at 5000 Jerry Ware Blvd., Beaumont, Texas 77705.

This conference will be bidder's only opportunity to view secured areas of the project.

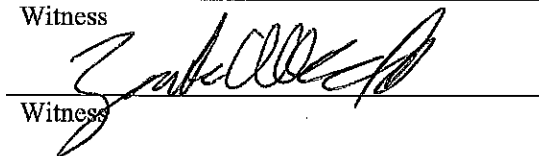
The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

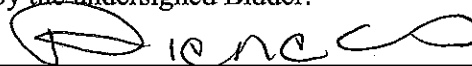
ATTEST:



Witness



Witness



Authorized Signature (Bidder)

Diana Cross - President

Title of Person Signing Above

RNDI Companies, Inc.

Typed Name of Business or Individual

Approved by  Date: 2/11/2019

5100 Westheimer Rd #200 Houston, TX 77056
Address



**JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT**

1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593 phone

ADDENDUM TO IFB

IFB Number: (IFB 19-003/JW)
IFB Title: Demolition of Hangar No. 3 at Jack Brooks Regional Airport
IFB Due: 11:00 am CT, Tuesday, February 12, 2019
Addendum No.: 2
Issued (Date): February 1, 2019

TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda.** For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal.** If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Cut-off Date & Time for Responses to Question Submissions set for 5:00 pm, Friday, February 8, 2019.

Bidders may submit *technical* questions via email to Bill Smith with Fittz & Shipman, Inc. at: bsmith@fittzshipman.com

Bidders may submit *bid submission* questions via email to Jamey West, Assistant Purchasing Agent with Jefferson County at: jwest@co.jefferson.tx.us

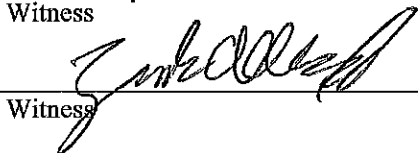
The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:



Witness



Witness



Authorized Signature (Bidder)

Diana Cross - President

Title of Person Signing Above

RNDI Companies, Inc.

Typed Name of Business or Individual

Approved by  Date: 2/11/2019

5100 Westheimer Rd #200 Houston, TX 77056
Address

Demolition of Hangar No. 3 at Jack Brooks Regional Airport



Project No.: IFB 19-003/JW

Prepared for:

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Attention:

Purchasing Department



RNDI COMPANIES, INC.
311 E INTERSTATE 30
Rockwall, TX 75087

Demolition of Hangar No. 3 at Jack Brooks Regional Airport
Bid # IFB 19-003/JW

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 - a. Licenses
 - b. Certifications
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6. Bid Bond

Offer and Acceptance Form

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): 1, 2, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

RNDI Companies, Inc.

Company Name

5100 Westheimer Rd #200

Address

Houston TX 77056

City State Zip


For clarification of this offer, contact:

Diana Cross

Name

(214) 771-3977 (214) 771-3988

Phone Fax



Signature of Person Authorized to Sign

Diana@RNDICompanies.com

E-mail

Diana Cross

Printed Name

President

Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. 19-033/JW, Demolition of Hangar No. 3 at Jack Brooks Regional Airport. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Bid Form

Bidder proposes to furnish all labor, material and equipment, and to perform all work necessary for the demolition of Hangar No. 3 at the Jack Brooks Regional Airport in accordance with drawings and specifications prepared by Fittz & Shipman, Inc. for the following sum:

Total Bid Amount: \$ 71,750 . 00

Total Bid Amount Written in Words:

Seventy One Thousand Seven Hundred Fifty dollars and Zero /100

Bidder has examined the bid specifications and the nature and kind of work to be performed and is informed of all local conditions and other things that might affect the cost or difficulty of performing the Work, and Bidder represents and warrants that Bidder has experience in the use of materials and methods of performance specified, and that Bidder and will do the Work and construct the improvements with the specified materials as contemplated and indicated by the Drawings and Specifications.

Upon receipt of notice of acceptance of bid, Bidder agrees to execute the Contract within 10 (ten) days after such notice, deliver Performance and Payment Bonds for the faithful performance of the Work, to begin work on or before the date of commencement of the Work established in the Notice to Proceed, and to complete the Work in **(30) calendar days**.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project on or before the date of completion shown on the "Notice to Proceed". Bidder further agrees to pay as liquidated damages, the sum of **\$100.00** for each consecutive calendar day thereafter.

Acknowledgment of Addenda (if any):

Addendum 1	<u> ✓ </u>	Date Received	<u>1/24/2019</u>
Addendum 2	<u> ✓ </u>	Date Received	<u>2/1/2019</u>
Addendum 3	<u> </u>	Date Received	<u> </u>

Bidder Shall Return Completed Form with Offer.

Required Forms

Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Name & Number: IFB 19-003/JW, Demolition of Hangar No. 3 at Jack Brooks Regional Airport

Bidder's Company/Business Name: RNDI Companies, Inc.

Bidder's TAX ID Number: 32017429799

Contact Person: Diana Cross **Title:** President

Phone Number (with area code): (713) 449-0540

Alternate Phone Number if available (with area code): (713) 443-7540

Fax Number (with area code): (713) 513-5285

Email Address: Diana@RNDICompanies.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

5100 Westheimer Rd #200
 Address
Houston, TX 77056
 City, State, Zip Code

Vendor References

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: City of Houston

Address: 900 Bagby St, 2nd Floor Houston, TX 77002

Contact Person and Title: Gabriel Mussio, Environmental Manager

Phone: (832) 393-8079 Fax: na

Email Address: Gabriel.Mussio@houstontx.gov Contract Period: 2018-2023

Scope of Work: Asbestos, Mold and Lead Abatement and Demolition of Residential, Commercial and Industrial Properties

REFERENCE TWO

Government/Company Name: Goose Creek ISD

Address: 3401 N. Main Baytown, TX 77521

Contact Person and Title: Bruce Riggs, Senior Project Manager

Phone: (281) 707-3747 Fax: na

Email Address: Bruce.Riggs@gccisd.net Contract Period: July-August, 2018

Scope of Work: Asbestos Abatement and Demolition of an Old YMCA Building

REFERENCE THREE

Government/Company Name: Texas City Economic Development Corporation

Address: 1801 9th Ave- North Texas City, TX 77592

Contact Person and Title: Randy Wev, Consultant

Phone: (713) 729-2533 Fax: na

Email Address: Randy@bayenv.com Contract Period: December-January, 2018

Scope of Work: Asbestos Abatement and Demolition of Old School Buildings

Bidder Shall Return Completed Form with Offer.

Signature Page


As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?..... Yes No

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).


The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

<p>_____ RNDI Companies, Inc. Bidder (Entity Name)</p> <p>_____ 5100 Westheimer Rd #200 Street & Mailing Address</p> <p>_____ Houston, TX 77056 City, State & Zip</p> <p>_____ (713) 449-0540 Telephone Number</p> <p>_____ Diana@RNDICompanies.com E-mail Address</p>	<p style="text-align: center;"> _____ Signature</p> <p style="text-align: center;">Diana Cross _____ Print Name</p> <p style="text-align: center;">2/11/2019 _____ Date Signed</p> <p style="text-align: center;">(713) 513-5285 _____ Fax Number</p>
--	---

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 64th 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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY <hr/> Date Received:	
1 Name of vendor who has a business relationship with local governmental entity. <div style="text-align: center; padding: 5px;">RNDI Companies, Inc.</div>		
2 <input type="checkbox"/> 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 in this section is being disclosed. <div style="text-align: center; padding: 5px;"> NA <hr style="width: 20%; margin: 0 auto;"/> Name of Officer </div> <p>This section (Item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>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 named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>C. Is the filer of this questionnaire employed by 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?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
4 <div style="display: flex; justify-content: space-between; align-items: center; margin-top: 20px;"> <div style="text-align: center;">  Signature of vendor doing business with the governmental entity </div> <div style="text-align: center;"> 2/11/2019 Date </div> </div>		

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

Yes No

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

- Yes No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
- Yes No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
- Yes No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant's organization)?
- Yes No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?
- Yes No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
- Yes No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

**If "No" was selected, please explain and include any pertinent documentation with your bid.
If necessary, please use a separate sheet to answer the above questions.**

Diana Cross

Printed Name of Authorized Representative



Signature

President

Title

2/11/2019

Date

Bidder Shall Return Completed Form with Offer.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

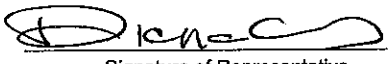
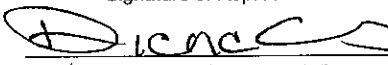
This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
 Yes No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: RNDI Companies, Inc. HUB: p Yes p No
 Address: 5100 Westheimer Rd #200 Houston TX 77056
Street City State Zip
 Phone (with area code): (713) 449-0540 Fax (with area code): (713) 513-5285
 Project Title & No.: Demolition of Hangar No. 3 at Jack Brooks Regional Airport - IFB 19-003/JW
 Prime Contract Amount: \$ 71,750.00

HUB Subcontractor Name: B&B Waste Transit, Inc.
 HUB Status (Gender & Ethnicity): Woman, Hispanic
 Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.
 Address: 1216 Maryland Dr, Irving TX 75061
Street City State Zip
 Phone (with area code): (972) 579-9298 Fax (with area code): (972) 579-9378
 Proposed Subcontract Amount: \$ 13% Percentage of Prime Contract: 13 %
 Description of Subcontract Work to be Performed: Waste Transportation

<u>Diana Cross</u>		<u>2/11/2019</u>
Printed Name of Contractor Representative	Signature of Representative	Date
<u>RNDI Companies, Inc.</u>		<u>2/11/2019</u>
Printed Name of HUB	Signature of Representative	Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

Yes No

Prime Contractor: RNDI Companies, Inc. HUB: Yes No

HUB Status (Gender & Ethnicity): Woman, Hispanic

Address: 5100 Westheimer Rd #200 Houston TX 77056
Street City State Zip

Phone (with area code): (713) 449-0540 Fax (with area code): (713) 513-5285

Project Title & No.: Demolition of Hangar No. 3 at Jack Brooks Regional Airport IFB/RFP No.: IFB 19-003/JW

Total Contract: \$ 71,750.00 Total HUB Subcontract(s): \$ 13%

Construction HUB Goals: 12.8% MBE: 13 % 12.6% WBE: 13 %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: B&B Waste Transit

HUB Status (Gender & Ethnicity): Woman, Hispanic

Certifying Agency: Texas Bldg & Procurement Comm. Texas Unified Certification Prog.

Address: 1216 Maryland Dr, Irving TX 75061
Street City State Zip

Contact person: Amy Drew Title: President

Phone (with area code): (972) 579-9298 Fax (with area code): 972-579-9378

Proposed Subcontract Amount: \$ 13% Percentage of Prime Contract: 13 %

Description of Subcontract Work to be Performed: Waste Transportation

Bidder Shall Return Completed Form with Offer.

**Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form**

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

**All HUB Subcontractor Participation may be verified with the
HUB Subcontractor(s) listed on Part I.**

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

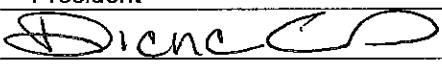
Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and attached any necessary support documentation as required. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): Diana Cross

Title: President

Signature: 

Date: 2/11/2019

E-mail address: Diana@RNDICompanies.com

Contact person that will be in charge of invoicing for this project:

Name (print or type): Ana Luna

Title: Admin

Date: 2/11/2019

E-mail address: Ana@RNDICompanies.com

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

- I certify that RNDI Companies, Inc. [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.
- I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ (city and state).

Taxpayer Identification Number (T.I.N.):	86779703
Company Name submitting bid/proposal:	RNDI Companies, Inc.
Mailing address:	5100 Westheimer Rd #200 Houston, TX 77056
If you are an individual, list the names and addresses of any partnership of which you are a general partner: na, Corporation	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**
None.	

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.


House Bill 89 Verification

I, Diana Cross, the undersigned representative of (company or business name) RNDI Companies, Inc. (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

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

Pursuant to Section 2270.001, Texas Government Code:

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



Signature of Company Representative

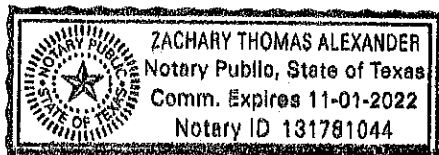
2/11/2019

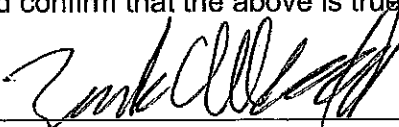
Date

On this 11th day of February, 2019, personally appeared

Diana Cross, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal





Notary Signature

2/11/2019

Date

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF Texas COUNTY OF Rockwall

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas,

on this day personally appeared Diana Cross, who
(name)

after being by me duly sworn, did depose and say:

"I, Diana Cross am a duly authorized officer of/agent
(name)
for RNDI Companies, Inc. and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said RNDI Companies, Inc.
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: RNDI Companies, Inc. - 5100 Westheimer Rd #200 Houston, TX 77056.

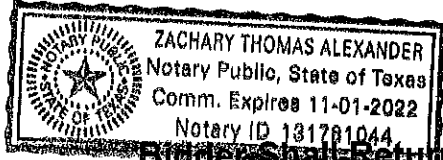
Fax: (713) 513-5285 Telephone# (713) 449-0540

by: Diana Cross Title: President
(print name)

Signature: *Diana Cross*

SUBSCRIBED AND SWORN to before me by the above-named
Diana Cross on

this the 11th day of February, 2019



Zachary Alexander
Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.

Acknowledgement of Addenda



**JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT**

1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593 phone

ADDENDUM TO IFB

IFB Number: IFB 19-003/JW
IFB Title: Demolition of Hangar No. 3 at Jack Brooks Regional Airport
IFB Due: 11:00 am CT, Tuesday, February 12, 2019
Addendum No.: 1
Issued (Date): January 24, 2019

TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda.** For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal.** If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum:

Re-schedule of Pre-Bid Conference and Walk-through

Please note that the Pre-Bid Conference and Walk-through for this project has been re-scheduled for: 10:00 am CT, Thursday, January 31, 2019 ; and will be held in the Airport Administration Conference Room located at 5000 Jerry Ware Blvd., Beaumont, Texas 77705.

This conference will be bidder's only opportunity to view secured areas of the project.

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

Witness

Witness

Authorized Signature (Bidder)

Diana Cross - President

Title of Person Signing Above

RNDI Companies, Inc.

Typed Name of Business or Individual

Approved by Date: 2/11/2019

5100 Westheimer Rd #200 Houston, TX 77056
Address



**JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT**

1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593 phone

ADDENDUM TO IFB

IFB Number: (IFB 19-003/JW)
IFB Title: Demolition of Hangar No. 3 at Jack Brooks Regional Airport
IFB Due: 11:00 am CT, Tuesday, February 12, 2019
Addendum No.: 2
Issued (Date): February 1, 2019

TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda.** For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder’s sealed proposal.** If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Cut-off Date & Time for Responses to Question Submissions set for 5:00 pm, Friday, February 8, 2019.

Bidders may submit *technical* questions via email to Bill Smith with Fittz & Shipman, Inc. at: bsmith@fittzshipman.com

Bidders may submit *bid submission* questions via email to Jamey West, Assistant Purchasing Agent with Jefferson County at: jwest@co.jefferson.tx.us

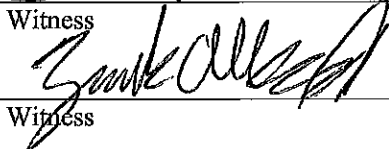
The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

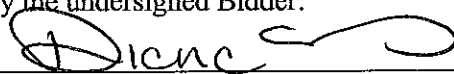
ATTEST:



Witness



Witness



Authorized Signature (Bidder)

Diana Cross - President

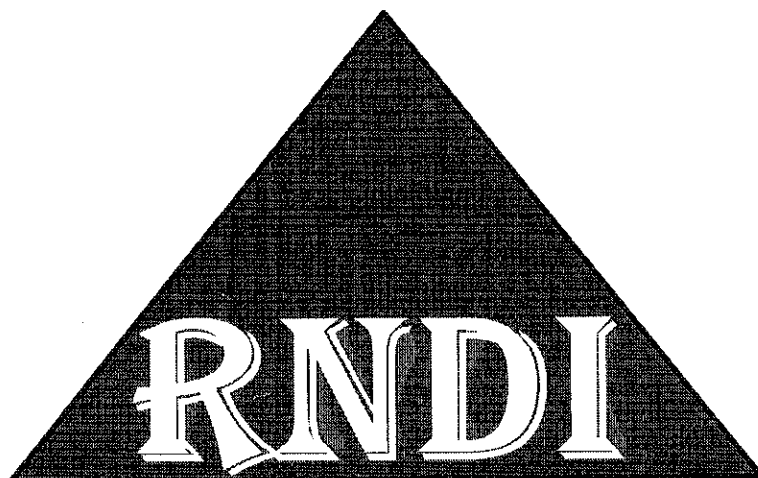
Title of Person Signing Above

RNDI Companies, Inc.

Typed Name of Business or Individual

Approved by  Date: 2/11/2019

5100 Westheimer Rd #200 Houston, TX 77056
Address



COMPANIES, INC.

STATEMENT OF QUALIFICATION

&

PAST PERFORMANCE

STATEMENT OF QUALIFICATIONS

INTRODUCTION

RNDI Companies, Inc. (RNDI) is a minority woman owned small business that is financially sound, environmental remediation and demolition company. Our team stays on the edge of innovative techniques and procedures to conquer environmental and demolition problems for our customers. Our team is driven to be the best when solving environmental and demolition issues with safety and effectiveness at the forefront of our operations. RNDI's goal is to complete the job right the first time, on time and within budget. RNDI is a certified Women's Business Enterprise (WBE), Small Business Enterprise (SBE), Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE), and Historically Underutilized Business (HUB).

RNDI offers a wide variety of remediation and disposal services for government agencies, commercial entities, and private entities. We have offices located all throughout the State of Texas including Dallas, Rockwall, Fort Worth and Houston. RNDI is ideally suited to provide environmental services throughout the State of Texas. RNDI is bonded and fully insured, allowing our team to provide necessary remediation and disposal services. Our team can provide all required documentation to satisfy all local, state, and federal government agencies requirements.

RNDI has the experience to assist you in projects, funding projects thru our "Inter-local Agreement" with the City of Dallas. RNDI can provide you our contractual information upon request, please don't hesitate to reach out to us if you require any additional information. RNDI strives to meet the needs of the client and has developed numerous tools to do so. RNDI can also provide other purchasing tools with Intergovernmental Cooperative Purchasing Agreements, such as the ones with City of Dallas, City of Garland, Dallas Independent School District, Dallas Area Rapid Transit, Texas Department of Transportation, and many other governmental entities throughout the State of Texas. We are also apart of Buy Board Cooperative Purchasing and ESC 18 Educational.

RNDI offers a full range of environmental remediation and demolition services including:

- Asbestos Abatement
- Structural Demolition
- Hazardous Waste Transportation
- Hazardous Waste Disposal
- Wastewater Removal
- Lead & Lead Paint Remediation
- Mold Remediation
- Disaster Recovery
- Property Restoration
- Air & Water Pollution Remediation

FIRM ESTABLISHMENT

RNDI Companies, Inc. was established in 2005 by President Diana Cross. Diana saw a need for a full-service environmental engineering and construction company that could provide all customers with exceptional services at an affordable price.

Dallas Office	Fort Worth Office	Rockwall Office	Houston Office
7324 Gaston Ave.	8553 N. Beach-BMP #230	519 E. I-30 #157	5100 Westheimer Rd. #200
Dallas, TX 75214	Fort Worth, Texas 76244	Rockwall, Texas 75087	Houston, TX 77056

Corporate Overview

RNDI Companies, Inc. is a general contracting company offering specialized trade services such as demolition, asbestos, lead, and mold abatement, environmental remediation, solid & hazardous waste removal, renovation, and general construction. RNDI holds many certifications including Historically Underutilized Business (HUB), Disadvantaged Business Enterprise (DBE), Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), and Small Business Enterprise (SBE). RNDI has expertise in multiple areas of construction; we specialize in different projects ranging from hospitals, power plants, high-rise office towers, commercial, industrial, governmental facilities, and historic building renovations. Like in all our contracts, anything else which may arise unexpectedly throughout the duration of the contract can be handled by us. In the past RNDI has had the pleasure of working with many local government entities like DART, DISD, DFW Airport Board, Dallas Housing Authority (DHA). RNDI also reaches down to Houston/Harris County area where we've had contracts with the Metropolitan Transit Authority of Harris County (METRO) and the City of Houston. When you work with RNDI you know that you are working with a company that has over 25 years of experience in the construction industry, whose main goal is to get your project completed in a safe, cost-efficient and timely manner.

RNDI Companies, Inc.

2017 a Year in Review

2017 was a great year at RNDI Companies, Inc., we saw an amazing business year. RNDI had repeat business through ongoing contracts, with the City of Dallas, City of Houston, Garland Power & Light, Dallas County, Dallas Area Rapid Transit (DART). Not only did RNDI fulfill the needs of our ongoing contracts, but we also obtained new clients and contracts throughout the year. The City of Pittsburg, City of Fate, Texas Parks & Wildlife, Texas Department of State Health Services, Dallas Fire Department, Texas City Economic Development Corporation (TCEDC), and Texas Department of Public Safety (Garland) are just some of the new clients RNDI met the needs of this year.

During 2017 RNDI strived to meet the needs of every client by ensuring that every aspect of our contract was fulfilled completely, on time, and within budget constraints. Many of the contracts varied not only in length and complexity, but also financially. RNDI took on contracts that other companies would not, as we understand that not every client has unlimited resources for construction and renovation projects.

On a heartfelt note, 2017 also brought the devastation of Hurricane Harvey to our home in Houston, TX affecting our employees and clients directly. RNDI saw Houston in a way we have never seen it before, that's why we took it personally when helping our community clean up. RNDI was proudly a part of the cleanup efforts in Houston and surrounding areas.

We here at RNDI Companies, Inc. are excited to see what 2018 holds in store for us, our clients, and our new clients.

PAST PERFORMANCE

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- **RNDI Companies, Inc. Certification's**
 - Mold Remediation Company
 - Asbestos Abatement Contractor
 - Asbestos Transporter
 - Mold Remediation Contractor
 - AHERA/EPA Accredited Certifications
 - Lead Abatement Supervisor
 - Demolition Contractor
 - EPA Approved Under the Toxic Substance Act (TSCA) Title II Cert
- **Project Experience**
 - METRO
 - City of Dallas
 - Dallas Independent School District
 - City of Houston
 - Dallas County
 - DFW International Airport
 - City of Fate
 - Dallas Fire Department
 - Texas Parks & Wildlife Department
- **JIP-Jobs in Progress**
- **Recently Major Contracts, Completed**

Licenses and Certifications:

- City of Houston HFH
- METRO Certification
- Asbestos Abatement Contractor
- Asbestos Transporter
- Mold Remediation Company
- Lead Firm
- NCTRCA Certification's (SBE, DBE, WBE, MBE)
- HUB

Project Experience:

RNDI Companies, Inc. (RNDI) has performed many projects involving mold, asbestos, lead abatement, demolition and construction for many cities, school districts, hospitals, airports, and many other Governmental Agencies.

Currently RNDI Companies, Inc. has been approved by Houston City Council as a Pre-Qualified Asbestos and Lead Abatement, Mold and Soil Remediation, Demolition and Petroleum Storage Tank Removal Contractor, and to be on the Approved Hire Houston First Program and Chapter 15, Article XI of the City of Houston's Code of Ordinances. RNDI has completed many fully Bonded Projects contracted by Metro, directly and indirectly working with Washington Group, Houston Rapid Transit (HRT), jobs such as the North, East, South East corridor and many other properties, involving different contracts that involved several demolition projects.

RNDI Companies, Inc. has completed many demolition projects for high profile clients, such as Department of Defense (DoD), Texas National Army Guard, Texas Department of Transportation (TXDOT), North Texas Tollway Authority (NTTA), Dallas Area Rapid Transit (DART), Dallas County, and many school districts such as Dallas Independent School District (DISD), and many others. All these contracts were fully bonded and Indefinite Delivery Indefinite Quantity (IDIQ) type contract, where each project would contain multiple structure's and multiple properties for demolition activities.

Some of our Satisfied Clients:

City of Houston

900 Bagby, 2nd Floor
Houston, TX 77002
Job Name: Police Station
Address: 1200 Travis
Houston, TX 77002

GCCISD

Pumphrey Elementary
Address: 4901 Fairway
Baytown, TX 77521

Lumberton ISD

121 S. Main
Lumberton, TX 77654
Lumberton H.S.
Address: 103 S. LHS Dr.
Lumberton, TX 77657

New Hope Church

3640 CR 58
Manvel, TX 77578
New Hope Church
Address: 221 S. Gordon
Alvin, TX 77511

Wal-Mart Stores, Inc.

Wal-Mart Wayside
Address: 2221 S. Wayside
Houston, TX 77023

Ellington Field

11900 Galveston Road
Houston, TX 77034
UAV Hangar Bldg. 1382
Address: 11900 Galveston
Road, Houston, TX 77023

PREVIOUS PROJECTS:

HOUSTON, TEXAS

Project Name: **Metropolitan Transit Authority – Several Corridors Demolition**

2911 Rusk	4819 Harrisburg	4384 Wheeler	4402 University
1403 Scott	4711 Harrisburg	4386 Wheeler	Oaks
3603 Bell	Parcel 92	4390 Wheeler	6302 Fulton
2803 Scott	Parcel 93	4392 Wheeler	6304 Fulton
601 Nagle	Parcel 112	4402 Wheeler	7412 Fulton
1405/1409 Scott	6203 Harrisburg	1200 York	2526 N. Main
5040 Old Spanish	1517 Scott	1405/1409 Scott	4819 Harrisburg
Trl	4362 Wheeler	3505 Bremond	4515 Fulton
5203 Griggs	4368 Wheeler	4374 Wheeler	2518 N. Main
6001 Harrisburg	4370 Wheeler	4410 Wheeler	And many others...
4907 Harrisburg	4372 Wheeler	5207 Grigg	

Client: **Metropolitan Transit Authority (METRO)**
 1900 Main Street
 Houston, TX 77002

Project Description: RNDI Companies, Inc successfully performed the asbestos abatement and demolition of several corridors for METRO. These corridors included the Southeast, North, and East end. Each corridor consisted of approximately seventy-five (75) properties. This project included the removal and disposal of several different asbestos containing materials such as floor tile, ceiling tile, gypsum board, sheetrock, piping, roofing, and many other identified construction elements of the different structures. Work was performed by specifications with negative air pressure, properly labeled and disposed in an approved landfill. RNDI had to get a permit with the City of Houston, coordinate and order utility termination. Dealing in some cases, within close proximity to overhead power lines. In these properties, plumbing disconnections were also the tasks of RNDI.

Project Name: Asbestos Abatement Several Properties

Client: **City of Houston**
 900 Bagby, 2nd Floor
 Houston, TX 77002

Project Description: RNDI Companies, Inc. is an approved vendor for the City of Houston for the removal of any Asbestos and Demolition of houses within the city limits. Many of these houses are uninhabitable and in dire need of repair. Some of the house's pose potential issues with surrounding properties and neighbors, RNDI uses precision demolition techniques to ensure the safety of nearby houses and residents while the demolitions are being conducted.

Project Name: 611 Walker St. Houston, TX

Client: **City of Houston**
 611 Walker St.
 Houston, TX 77002

Project Description: RNDI Companies, Inc completed an asbestos abatement project for the City of Houston at 611 Walker St. on 22 floor of the Government Building. This job had a few difficult points when it came to scheduling and being able to perform work. Some of the tasks were able to be complete during normal business hours, while other jobs needed to be performed after hours. After hours posed potential issues with supplies, equipment and work time frames. None of these potential issues affected our job, we planned accordingly with having excess materials on site, spare equipment in case of failure, and above all we met the time dead line of needing to be out of the building before the start of the next working day. RNDI completed the job successfully and was offered additional work from the City, upon successful completion.

Project Name: Houston Police Station

Client: **Houston Police Department**
 1200 Travis St.
 Houston, TX 77002

Project Description: RNDI Companies, Inc. was given the opportunity to abate one of the many City of Houston Police Stations. This job was unique and posed a large security risk. RNDI was tasked with abating Floor Tile and Mastic from the police station, while it was still active. This created the obstacle of security, security was of the highest importance as the police station was still active and held evidence. RNDI ensured that site security and access to the work areas was limited to who needed to be there. The measures taken allowed the City of Houston to rest easy in knowing that no unauthorized access would occur during the course of the work. RNDI successfully completed the job and without any security violations.

Project Name: **801 St. Joseph (29 Story Hotel)**

Client: **Shahzay Construction**
801 St. Joseph Pkwy
Houston, TX 77002

Project Description: RNDI Companies, Inc successfully performed the asbestos abatement for 801 St. Joseph Parkway, a 29 story hotel needing renovations. During the course of the project we reported directly to Jeremy Hall. Time was of the essence in the completion of this job, along with time constraints we also had to battle the height of the building. RNDI successfully abated the entire scope of work quickly, most of the ACM materials were drywall board on the walls and ceilings. The largest challenges we faced during the completion of the job was the removal of waste and supplying water to the upper floors. The most time consuming part was the removal of waste, as it was brought down via the stairways. The water in the building was not currently on, RNDI was able to overcome this challenge by utilizing large storage tanks of water with a constant flow of new amended water being placed into the tanks. The job was completed on time and without any issues.

Project Name: **Wal-Mart Stores**

Client: **Wal-Mart Stores**
2221 S. Wayside St.
Houston, TX 77023

Project Description: RNDI Companies, Inc performed the asbestos abatement for Wal-Mart Stores at 2221 S. Wayside St. Houston, TX 77023. RNDI was tasked with the abatement of floor tile, mastic, and drywall. Among the challenges that faced RNDI the biggest were no water, power, and 24 foot tall ceilings. RNDI provided water and power to the job site using a local fire hydrant and portable power generators. We also had to use the inverted prep of the ceilings to be able to achieve negative pressure per engineering controls required by the specifications. After all of the prep work was completed, RNDI completed the job without any issues.

Project Name: **At Home Stores**

Client: **At Home Stores**
19411 Atrium Place
Houston, TX 77094

Project Description: RNDI Companies, Inc performed the asbestos abatement for the corporate office and store front of At Home Stores in Houston, TX. This was a large scale job with more than 10,000 SqFt of asbestos to be abated. There were multiple locations throughout the building, all needing separate containment. The largest challenge that RNDI faced was the extremely high ceilings, the height was an issue as we had to use the inverted prep method to ensure a full containment was achieved with negative pressure. The job was completed on time and without any issues.

DALLAS/FORT WORTH, TEXAS**Project Name: Demolition of Several Properties**

3227 Reynolds	802 Packard	3607 Frank	2672 Hudspeth
1003 Packard	806 Packard	1514 Homeland	4540 Luzon
810 Packard	1010 LaSalle	1730 Garza	2718 Rochester
6306 Canaan	1004 LaSalle	3731 State Oak	2843 Frost
1004 LaSalle	3109	3730 Bickers	2947 Arizona
1019 Packard	Pennsylvania	4848 Ware	2463 Easley
1008 LaSalle	2306 Hudspeth	3725 Carl	
4005 Copeland	2739 Locust	3616 Hatcher	
810 Packard	2842 Britton	216 Landis	

Client: **City of Dallas**
1500 Marilla St. #3FS
Dallas, TX 75201

Project Description: Asbestos abatement and demolition of several properties throughout the City of Dallas. RNDI has completed more than 70 properties and continues to perform asbestos abatement and demolitions for the City of Dallas. Abatement has been completed also in occupied office buildings such as the Oakcliff Municipal Center, and many others. This project has been fully bonded for \$1,833,286.00

Project Name: DISD- Job Order Contract for Hazardous Materials Abatement Services

Julia C. Frazier Elementary
4600 Spring Ave.
Dallas, TX 75210

**Stonewall Jackson
Elementary**
5828 E Mockingbird Ln.
Dallas, TX 75206

**Paul L. Dunbar Learning
Center**
4200 Metropolitan Ave.
Dallas, TX 75210

Bryan Adams High
2101 Millmar Dr.
Dallas, TX 75228

Lakewood Elementary
3000 Hillbrook St.
Dallas, TX 75214

David W. Carter High
1819 W. Wheatland Rd.
Dallas, TX 75232

Client: Dallas Independent School District
3801 Herschel Avenue
Dallas, TX 75219

Project Description: The DISD Bond Program included 14 different schools throughout the district. Work performed included asbestos abatement and selective demolition. Scope included the removal and disposal of sprayed-on acoustical plaster ceilings, removed and disposed of piping insulation and wrap in crawlspaces and restroom chases, the removal of transite panels, removal of ceramic floor tile grout, the removal of floor tile and mastic, the removal of exterior aggregate panels, and the removal of exterior windows and doors.

Project Name: Dallas County Criminal Courts Complex, Annex & records Building

Client: Dallas County
600 Commerce Suite 900
Dallas, TX 75208

Project Description: Abatement, Mold, Lead and Demolition of the Dallas County Building containing three (3) separate structures, each with a different building history. The scope of work for each structure varied greatly, the largest hurdle that RNDI had to overcome was historical preservation. With historical preservation of the utmost importance RNDI utilized its expertise in abatement and demolition techniques to guarantee preservation of historical items in the work areas. The other contract consists of Annual Contract for Abatement and Remediation Services (Asbestos-Lead-Mold) Facilities Management

Project Name: City of Dallas Fire Department- Station #52 Asbestos Abatement & Mold Remediation

Client: City of Dallas Fire Department- Station #52
2504 S. Cockrell Hill Rd.
Dallas, TX 75211

Project Description: RNDI Companies, Inc. was tasked with the removal of asbestos containing building materials and the remediation of mold. This job required attention to detail, safety, and timeliness. The fire station was still active with personnel, making safety a number one priority. RNDI first completed the asbestos removal from the contaminated area and disposed of the ACM according local, state and federal guidelines. RNDI completed a final clearance before containment was taken down. The next task was to clean all surfaces in preparation for new containment walls to be erected, the surfaces were cleaned to ensure no mold spores would be covered by the new containment walls. Once the mold containment was put in place RNDI began the mold remediation portion of the job. This consisted of cleaning both non-porous and semi-porous surfaces with a biochemical cleaning agent. RNDI chose to use a low VOC cleaning agent that was made of natural cleaners, as it would pose less health concerns for the workers and fire personnel. The remediation of the mold was completed with final clearance samples showing no dangerous mold spores remaining. RNDI's timeliness and attention to safety allowed the job to run smoothly and without incident.

Project Name: City of Fate Abatement & Structural Demolition

Client: City of Fate
1900 CD Boren Parkway
Fate, TX 75087

Project Description: RNDI Companies, Inc. was tasked with the removal of Asbestos containing building materials and the demolition of the remaining structure. There were five (5) different structures that needed to be abated of asbestos prior to demolition activities. The asbestos containing materials included sheetrock, floor tile, and other building materials. Once the buildings were clear of all asbestos substances the demolition activities began. RNDI utilized a NESHAP approach to the structures to ensure the dust from the demolitions was minimal, to keep the environment clean and safe for surrounding neighbors.

Project Name: HAZMAT Abatement of Bunkhouses at the Chaparral Wildlife Management Area

Client: Texas Parks & Wildlife Department
Chaparral Wildlife Management Area, 64 Chaparral WMA Drive
Cotulla, Dimmit County, Texas 78014

Project Description: RNDI Companies, Inc. performed an abatement on HAZMAT materials at several bunkhouses at the Chaparral Wildlife Management Area in Cotulla, Dimmit County, Texas. Specifically, the bunkhouses included the Cabana Grande, Cabana Oeste, Cabana Medio, & Cabana Este. The material needing abatement was the drywall construction on the ceilings of the 4 Cabanas. All drywall was found to be in good condition and non-friable so we utilized the glove-bag method of removing the ACM. A tight schedule was set upon us allowing only two days in the middle of the week to complete the entire project. RNDI completed the project in an efficient and timely manner resulting in the full satisfaction of the client.

Project Name: Asbestos Abatement of Bldg's 675 & 679 at Terrell State Hospital

Client: Texas Department of State Health Services
1200 E. Brin
Terrell, Texas 75160

Project Description: In buildings 675 & 679 at the Terrell State Hospital in Terrell, Texas, RNDI had to remove pipe and fitting insulation and visible debris from the crawlspaces of the buildings. The project proved to be more difficult than expected because of the limited space in the area. Some sections were only 3-4 feet in height, our crews struggled and shimmied through shallow gaps, around awkward corners, and navigated around non-ACM piping. The entire crawlspace had no existing lighting system. RNDI provided lighting for all areas where workers would be present. A critical barrier was needed, it was erected and maintained for entire area. RNDI sealed off all entrances into the crawlspace including multiple vents around the exterior of the building leading into the crawlspace. Terrell State Hospital is an active psychiatric hospital, RNDI had to ensure the safety of not only our crews but the patients as well. RNDI maintained a 24hr watch of the work site ensuring no patients entered our containment, took tools (contraband) or were caused harm in any way from our work site equipment or tools. Nevertheless, RNDI succeeded in completing the project within the desired number of working days.

Project Name: Asbestos Abatement & Insulation Services for GP&L Production Power Plants

Client: City of Garland

- 13835 Co Rd 489
Nevada, Texas 75173
- 1701 A Spencer Rd.
Denton, TX 76205

Project Description: RNDI has an on-going renewal contract with the City of Garland for maintenance on their two city power plants, specifically asbestos abatement and insulation services but also including mold and lead abatement. During this contract, RNDI has worked along-side power plant officials to maintain a safe working environment in a potentially dangerous working area. Precautions had to be taken as to not affect the production of the power plant and to keep our crew and near-by power plant personnel safe. At some points, sections or even the entire power plant had to halt production in order to proceed with the necessary abatement/insulation work. Some specific areas requiring work were the lead-containing power-producing turbines, insulation found throughout all levels of the plants, and even boilers which needed asbestos abatement done. For most projects, a specific time-frame was set so that the power plants would be out of operation for as little time as possible meaning RNDI's crew had to work at maximum efficiency with all hands on-board to ensure the required work got completed in a timely manner.

Jobs in Progress:

RNDI Companies, Inc. has the following active IDIQ contracts with governmental entities:

City of Dallas _____ \$11,911,360.00 Asbestos, Mold, Lead Abatement & Demolition Services

City of Houston _____ \$2,052,794.00 Environmental Remediation, Underground Removal & Demolition Services

City of Garland _____ \$99,000.00/Yr Currently in 2nd year of Four-year contract renewal Asbestos & Mold Abatement Services, Insulation Services

Dallas Independent School District: Over \$2 Million dollars, on 10 plus schools throughout the district. Master Agreement- Job Order Contract for HAZMAT Abatement/Remediation Services & Reconstruction Services

Dallas County _____ \$195,490.00 Annual Contract for Abatement & Remediation Services (Asbestos/Lead/Mold) for Facilities Management.

Recently Major Completed Contracts:

Dallas Housing Authority __ \$931,994.90 Asbestos Abatement and Demolition at Brooks Manor

City of Dallas _____ \$1,833,286.00 Asbestos, Lead, and Mold Abatement & Demolition Services

City of Carthage _____ \$486,000.00 Asbestos, Lead and Mold Abatement & Demolition Services

DFW International Airport \$3,202,000.00 Asbestos & Mold Abatement

Dallas County _____ \$5,000,000.00 Asbestos, Lead, and Mold Abatement & Demolition Services

North Tarrant Infrastructure (NTI)- Not to exceed \$100,000.00 on a per needed basis, for abatement services for right of way demolition for the construction of new highway system. We have performed multiple successful TxDOT contracts in the previous years. RNDI Companies, Inc. has obtained the certification of Disadvantaged Enterprise as per 49 CFR Part 26, not to exceed \$7,255,000.00 approved maintenance contracts, i.e. Rehabilitation/Reconstruction Projects for Painting, Reinsulating, Fencing and many others.



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

RNDI COMPANIES INC

is certified to perform as a

Asbestos Abatement Contractor

in the State of Texas within the purview of Texas Occupations Code, chapter 1954, so long as this license is not suspended or revoked and is renewed according to the rules adopted by the Texas Board of Health.

A handwritten signature in cursive script, appearing to read "John Hellerstedt".

JOHN HELLERSTEDT, M.D.
COMMISSIONER OF HEALTH

License Number: 800829

Control Number: 96427

Expiration Date: 7/20/2019

(Void After Expiration Date)

VOID IF ALTERED NON-TRANSFERABLE



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

RNDI COMPANIES INC

is certified to perform as a

Asbestos Transporter

in the State of Texas within the purview of Texas Occupations Code, chapter 1954, so long as this license is not suspended or revoked and is renewed according to the rules adopted by the Texas Board of Health.

A handwritten signature in cursive script, appearing to read "John Hellerstedt".

JOHN HELLERSTEDT, M.D.
COMMISSIONER OF HEALTH

License Number: 400358

Control Number: 96397

Expiration Date: 9/13/2019

(Void After Expiration Date)

VOID IF ALTERED NON-TRANSFERABLE



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

Be it known that

RNDI COMPANY INC

is certified to perform as a

Lead Firm

in the State of Texas and is hereby governed by the rights, privileges and responsibilities set forth in Texas Occupations Code, Chapter 1955 and Title 25, Texas Administrative Code, Chapter 295 relating to Texas Environmental Lead Reduction, as long as this license is not suspended or revoked.

A handwritten signature in cursive script, appearing to read "John Hellerstedt".

*John Hellerstedt, M.D.
Commissioner of Health*

License Number: 2110539

Control Number 6842

Expiration Date: 12/14/2018

(Void After Expiration Date)

VOID IF ALTERED NON-TRANSFERABLE

Mike Arismendez
Chair

Thomas F. Butler
Vice Chair



Gerald R. Callas, M.D., F.A.S.A.
Helen Callier
Rick Figueroa
Gary F. Wesson, D.D.S., M.S.
Deborah A. Yurco

Mold Remediation Company
RNDI COMPANIES, INC

License Number: RCO0263

The entity named above is licensed by the Texas Department of Licensing and Regulation.

License Expires: September 25, 2020

Brian E. Francis
Executive Director



Certificate of Registration

Registration No. DE100722

The following is registered with the City of Dallas as a

DEMOLITION CONTRACTOR

Name:	RNDI COMPANIES INC
Address:	7324 GASTON AVE #124-358, DALLAS, TX 75214
Registration Date:	02/16/2018
Registration Expires:	02/16/2019
Responsible:	CROSS, DIANA 1910 KINGS PASS HEATH, TX 75087 (214) 876-3069 DIANA@RNDICOMPANIES.COM

The privileges conveyed by this registration are not transferable.
Your registration number DE100722 must be on all permit applications.

A handwritten signature in cursive script that reads 'Philip Sikes'.

Philip Sikes, Building Official



Women Business Enterprise (WBE)
RNDI Companies, Inc.

RNDI Companies, Inc.

has filed with the Agency an Affidavit as defined by NCTRCA Women Business Enterprise (WBE) Policies & Procedures and is hereby certified to provide service(s) in the following areas:

NAICS 562112: HAZARDOUS WASTE COLLECTION
NAICS 562910: REMEDIATION SERVICES

This Certification commences October 17, 2018 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: October 31, 2020
Issued Date: October 17, 2018
CERTIFICATION NO. HFWB04130N1020

Certification Administrator



Disadvantaged Business Enterprise (DBE)
RNDI Companies, Inc.

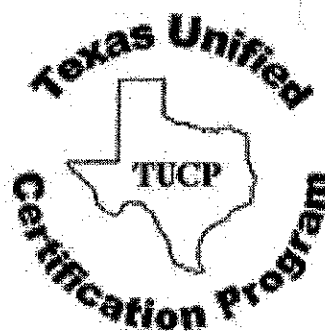
RNDI Companies, Inc.

has filed with the Agency an Affidavit as defined by NCTRCA Disadvantaged Business Enterprise (DBE) 49 CFR Part 26 and is hereby certified to provide service(s) in the following areas:

NAICS 562112: HAZARDOUS WASTE COLLECTION
NAICS 562910: REMEDIATION SERVICES

This Certification commences October 15, 2018 and supersedes any registration or listing previously issued. This certification must be updated annually by submission of an Annual No Change Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

CERTIFICATION NO. HFDB86284N1019



Erica Mitchell

Certification Administrator



Minority Business Enterprise (MBE)
RNDI Companies, Inc.

RNDI Companies, Inc.

has filed with the Agency an Affidavit as defined by NCTRCA Minority Business Enterprise (MBE) Policies & Procedures and is hereby certified to provide service(s) in the following areas:

**NAICS 562112: HAZARDOUS WASTE COLLECTION
NAICS 562910: REMEDIATION SERVICES**

This Certification commences October 17, 2018 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: October 31, 2020
Issued Date: October 17, 2018
CERTIFICATION NO. HFMB74556N1020

Ericia Mitchell

Certification Administrator



Small Business Enterprise (SBE)
RNDI Companies, Inc.

RNDI Companies, Inc.

has filed with the Agency an Affidavit as defined by NCTRCA Small Business Enterprise (SBE) Policies & Procedures and is hereby certified to provide service(s) in the following areas:

NAICS 562112: HAZARDOUS WASTE COLLECTION
NAICS 562910: REMEDIATION SERVICES

This Certification commences October 17, 2018 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: October 31, 2020
Issued Date: October 17, 2018
CERTIFICATION NO: HFMB74556N1020

Certification Administrator

Metropolitan Transit Authority of Harris County, Texas Office of Small Business hereby duly affirms that:

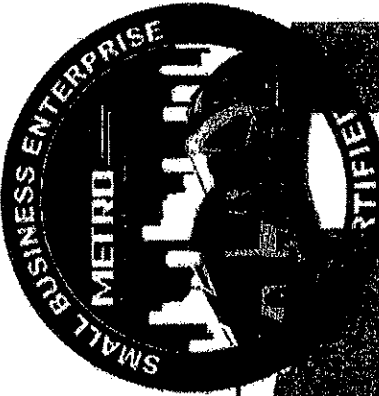
RNDI Companies, Inc.

has successfully met the established requirements of METRO's
Small Business Enterprise Program to be certified as a

Small Business Enterprise (SBE)

Certified NAICS Codes:

- NAICS 562112: HAZARDOUS WASTE COLLECTION SERVICES
- NAICS 562910: ASBESTOS ABATEMENT SERVICES
- NAICS 562910: REMEDIATION SERVICES



Certification Number: 7212072274
Effective Date: April 11, 2017
Expiration Date: April 11, 2020

Thomas C. Lamb
Thomas C. Lamb
Chief Executive Officer

Kimberly J. Williams
Kimberly J. Williams
Department Chief
Department of Procurement

J. Williams, J.D.
Department Chief
Department of Procurement

Department of Small Business Enterprise
Programs and Certification

This S



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority and woman-owned businesses as HUBs and is designed to facilitate the participation of minority and woman-owned businesses in state agency procurement opportunities.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <http://www.window.state.tx.us/procurement/cmbi/hubonly.html>. Provided that your company continues to meet HUB eligibility requirements, the enclosed HUB certificate is valid for four years.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please reference the enclosed pamphlet for additional resources, such as the state's Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1202914905600
File/Vendor Number:	044403
Approval Date:	08-JUL-2015
Scheduled Expiration Date:	08-JUL-2019

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

RNDI COMPANIES, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 10-JUL-2015, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul A. Gibson

*Paul Gibson, Statewide HUB Program Manager
Texas Procurement and Support Services*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmbi/cmbihub.html>) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.

THE RNDI ANSWER

RNDI Companies, Inc. answers the need in the construction industry for a different kind of Construction Company. We responded to that question by making an all in one company. We take care of all needs by specialization, attention to detail, professional project management and realistic project estimating.

RNDI Companies, Inc. has expertise in all phases of construction. We specialize in difficult project from Super Mall, Hospital, Plants, and High-rise Office Towers to Commercial, Industrial, Government Facilities, and Historic Building Renovations where Project Management and coordination are critical.

RNDI Companies, Inc. is committed to bidding every project based on a realistic approach. We walk the job, study the plan/specifications and ask questions. Our bids reflect the effort of skilled Professionals with a complete understanding of the project.

RNDI Companies, Inc. is Hispanic Woman owned business with certification such as: HUB, NCTROA, and others.

SERVICE PROVIDED:

- ◆ GENERAL CONSTRUCTION --
Turn Key Renovations and New Construction, Renovation, Stripping of Parking Lots, etc.
- ◆ COMMERCIAL/INDUSTRIAL DEMOLITION --
Building, Bridges, Smoke Stacks, Heavy Wrecking, etc.
- ◆ SELECTIVE DEMOLITION --
Interior, Structural Steel/Concrete, Mezzanines, Slab/Beam removal, Floor/Roof opening for Elevators, Airiums, Skylights, Stairwells, etc.
- ◆ SAVING/CONCRETE DEMOLITION --
Complete Slab Sawing and coring services.
- ◆ ABATEMENT SERVICES --
Complete Asbestos, Lead, Mold, and Hazardous Abatement
- ◆ REMEDIATION --
Soil, Profiling, Hazardous, and waste removal.

RNDI Companies, Inc. Project Managers have over 25 years combined experience in the industry. Contractors/Owners can "One Stop Shop" with RNDI for all their Demolition, Abatement, and Remediation needs. Allow RNDI Companies, Inc. the opportunity to provide a bid for your next project so you can experience.

GENERAL CONSTRUCTION

- ◆ Construction Management
- ◆ Demolition
- ◆ Site Demolition & Clean-Up
- ◆ Paving
- ◆ Floor and Carpet Finishing
- ◆ Interior Finish Out
- ◆ Exterior Finish Out
- ◆ Clean Rooms
- ◆ Renovation
- ◆ Acoustical Ceilings
- ◆ Painting, Stripping
- ◆ Retaining Walls
- ◆ Drywall, Metal Framing,

ENVIRONMENTAL SERVICES

- ◆ Asbestos, Mold & Lead Abatement
- ◆ Transportation/ Disposal Waste
- ◆ Demolition
- ◆ Noise
- ◆ Remediation
- ◆ Wastewater
- ◆ Property Restoration
- ◆ Analysis/Profiling Waste
- ◆ Health & Safety
- ◆ Air & Water Pollution

RNDI Companies, Inc.

Has done work for the following clients and maintains good reports with them:

- Texas Department of Transportation (TXDOT)
- North Texas Tollway Authority NTTA
- Texas Park and Wildlife
- Dallas Housing Authority
- Dallas Fort Worth International Airport
- Dallas County
- City of Fate
- City of Arlington
- City of Carthage
- City of Garland
- City of Dallas
- City of Houston
- City of Fort Worth
- City of Baytown
- Trinity River Authority
- Dallas ISD
- Dallas Area Rapid Transit (DART)
- Metropolitan Transit Authority (METRO)
- George Bush Intercontinental Airport
- Texas Department of Public Safety
- Texas Health and Human Services Commission
- City of Pittsburg
- Texas Parks and Wildlife Department

The Professionals at
RNDI Companies, Inc.
 Have over 25 years of combined
 experience in all aspects of
 construction.

The owner Diana Cross has a Master's Degree in Civil Engineering with a major in Environmental. Diana has been a motivational speaker for many years invited by public leaders, such as US Congressman, and Government Entities such as SBA, and others. Diana has also been highly documented by the press and media, establishing a highly public track record.

RNDI Licenses:

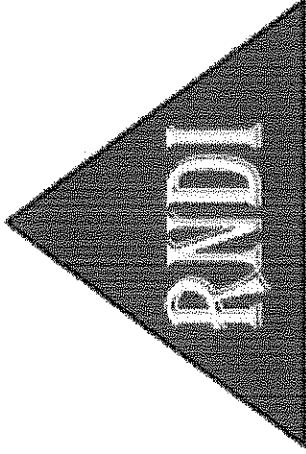
- ◆ Asbestos Abatement Contractor
- ◆ Asbestos Transporter
- ◆ Mold Remediation Firm
- ◆ Lead Abatement Contractor
- ◆ Demolition Contractor

RNDI Minority Certifications:

- NCRTCA:
 Disadvantaged Business Enterprise
 Small Business Enterprise
 Women-Owned Business Enterprise
 Minority Business Enterprise
- Port of Houston Authority – Small Business
 Texas HUB Certificate
- METRO – Small Business Enterprise
 The Inter-Local Purchasing Program (TIPS)
 Buy Board Cooperative Purchasing
 ESC 18 Educational

More Past Clients

- ◆ Denton Station Power Plant
- ◆ Roy Clingsz Power Plant
- ◆ South-West Water Treatment Plant
- ◆ Texas City Economic Development Corporation
- ◆ Former Texas National Guard
- ◆ NDI Lab – Ammoneton Storage
- ◆ 3-Story Hangar Squadron Operation
- ◆ Radio Transmitting Building and Storage
- ◆ Fire Station #52



COMPANIES, INC.

- ◆ Disaster Recovery
- ◆ General Construction, Asbestos, Mold, Lead Abatement,
- ◆ Renovation, Environmental Remediation

311 E Interstate 30 Ste. 107
 Rockwall, TX 75087

5100 Westheimer Rd#200
 Houston, TX 77056

Dallas Office: 214 771-3977
 Houston Office: 713-449-0540

1-877-RNDI-INC
 Dallas Fax: (214) 771-3988
 Houston Fax: 713-513-5285

"Customer Driven"

RNDI@RNDICompanies.com
 Emergency Contacts Numbers:
 (214) 876-3069
 (469) 863-3537
 "THE RNDI ANSWER"

"Your Complete Solution"

Bid Bond

OKLAHOMA SURETY COMPANY

P. O. Box 1409
TULSA, OKLAHOMA 74101

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That We, RNDI Companies, Inc.

311 E. I-30., Ste 107 Rockwall, TX 75087

as Principal, and the **OKLAHOMA SURETY COMPANY**, a corporation organized and existing under the laws of the State of Ohio, and authorized

to do business in the State of Ohio as Surety are held and firmly bound unto the

Jefferson County Purchasing Department

1149 Pearl Street, 1st Floor Beaumont, TX 77701 as Obligee,

in the amount of Five Percent of Greatest Amount Bid (5% of G.A.B) DOLLARS,

lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the said Principal and Surety bind themselves, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make an award to the principal for:

Demolition of Hangar No. 3 at Jack Brooks Regional Airport

Beaumont, TX

Bid IFB 19-003/JW

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with the **OKLAHOMA SURETY COMPANY** as Surety or with other Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay to the Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

Signed, sealed and dated this 12th day of February, 2019

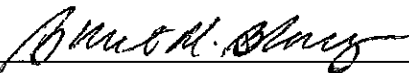
RNDI Companies, Inc.

Principal

BY  (Seal)

Witness

OKLAHOMA SURETY COMPANY

BY  (Seal)
Brent M. Blonigan Attorney-in-fact

OKLAHOMA SURETY COMPANY

1437 SOUTH BOULDER, SUITE 200 · TULSA, OKLAHOMA 74119 · 918-587-7221 · FAX 918-588-1253

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the **OKLAHOMA SURETY COMPANY**, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof. **Brent M. Blonigan, Rob Dreiling, Debbie Palmer and Kara Pierce, all of RICHARDSON, TX**

IN WITNESS WHEREOF, the **OKLAHOMA SURETY COMPANY** has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 19 day of November, 2018



OKLAHOMA SURETY COMPANY

ATTEST:

Sharon Hackl

SHARON HACKL

Secretary

Todd Bazata

TODD BAZATA

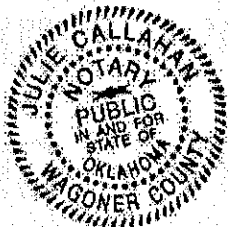
VICE PRESIDENT

On this 19 day of November, 2018 before me personally appeared TODD BAZATA, to me known, being duly sworn, deposes and says that s/he resides in Broken Arrow, Oklahoma, that s/he is a Vice President of Oklahoma Surety Company, the company described in and which executed the above instrument; that s/he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of her/his office under the By-Laws of said Company, and that s/he signed his name thereto by like authority.

Commission # 11008253

My Commission expires: 09-08-19

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS



Julie Callahan
JULIE CALLAHAN Notary Public

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of **Oklahoma Surety Company** by unanimous written consent dated September 25, 2009.

RESOLVED: That the President, the Executive Vice President, the several Senior Vice Presidents and Vice Presidents or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-In-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, SHARON HACKL, Secretary of **Oklahoma Surety Company**, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of September 25, 2009 have not been revoked and are now in full force and effect.

Signed and sealed this 12th day of February, 2019

Sharon Hackl

SHARON HACKL

Secretary



VOID IF BOX IS EMPTY

MID-CONTINENT CASUALTY COMPANY**OKLAHOMA SURETY COMPANY****STATE OF TEXAS****CLAIM NOTICE ENDORSEMENT**

In accordance with Section 2253.021 (f) of the Texas Government Code and Section 53.202(6) of the Texas Property Code, any notice of claim to the named surety under this bond(s) should be sent to:

Mailing:

MID-CONTINENT CASUALTY COMPANY
OKLAHOMA SURETY COMPANY
P.O. BOX 1409
TULSA, OK 74101

TELEPHONE NO. 1-800-722-4994
FAX NO. 1-918-586-0840
E-MAIL: CLAIMS@MCG-INS.COM

Physical:

1437 S. BOULDER
SUITE 200
TULSA, OKLAHOMA 74119

**ATTACH THIS NOTICE TO YOUR BOND
UPON EXECUTION OF THE BOND**

Driver, Deliver as close to 8:30 am (Not before) as possible. * Please!

NTFO 08:30

ORIGIN ID: TRLA (201) 236-9181
 RNDI COMPANIES INC.
 5100 WESTHEIMER ROAD
 #200
 HOUSTON, TX 77066
 UNITED STATES US

SHIP DATE: 11 FEB 19
 ACT WT: 3.70 LB
 CPO: 8801126/85F01022

BILL THIRD PARTY

TO JEFFERSON CO PURCHASING DEPT
 ATTN: DEBORAH L. CLARK PURCH. AGENT
 1149 PEARL ST
 1ST FLOOR
 BEAUMONT TX 77701

(201) 880-5886 REF: DEPT:

6120 08:30

TRK# 7854 4028 0955
 (201)

TUE - 12 FEB 8:30A
 FIRST OVERNIGHT

77701
 TX-US IAH

RECEIVED 10:53 AM FEB 12 2019

A1 BPTA

RECEIVED 10:53 AM FEB 12 2019

LE



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE

Advertisement for Invitation for Bids

February 19, 2019

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 19-012/YS, Term Contract for Marine Motor Fuel for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: Term Contract for Marine Motor Fuel for Jefferson County

BID NO: IFB 19-012/YS

DUE DATE/TIME: 11:00 AM CT, Tuesday, March 19, 2019

MAIL OR DELIVER TO: Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Yea-Mei Sauer, ysauer@co.jefferson.tx.us.

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – February 20, 2019 & February 27, 2019

IFB 19-012/YS
Term Contract for Marine Motor Fuel for Jefferson County
Bids due: 11:00 AM CT, Tuesday, March 19, 2019

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Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Two (2) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

Additionally, Bidder must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

<https://www.co.jefferson.tx.us/Purchasing/>

Instructions to Bidders

1. Bid Submission

Bids must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of box shall also include the Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Late bids will not be accepted and will be returned unopened to the bidder.

All bids submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

2. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

3. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal.** Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

The County requests that bid submissions NOT be bound by staples or glued spines.

If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.

The bid shall be legally signed and shall include the complete address of the bidder.

Jefferson County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

5. Signatures

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

6. County Holidays – 2019:

January 1	Tuesday	New Year's
January 21	Monday	Martin Luther King, Jr. Day
February 18	Monday	President's Day
April 19	Friday	Good Friday
May 27	Monday	Memorial Day
July 4	Thursday	Independence Day
September 2	Monday	Labor Day
November 11	Monday	Veteran's Day
November 28 & 29	Thursday & Friday	Thanksgiving
December 24 & 25	Tuesday & Wednesday	Christmas
January 1, 2020	Wednesday	New Year's

7. Rejection or Withdrawal

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

8. Emergency/Declared Disaster Requirements

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

9. Award

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected. Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting

specifications is not awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

10. **Contract**

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

11. **Waiver of Subrogation**

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

12. **Fiscal Funding**

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

13. **Bid Results**

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page (<http://co.jefferson.tx.us/purchasing/main.htm>) as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

14. **Changes and Addenda to Bid Documents**

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

15. **Specifications**

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

16. **Delivery**

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

17. **Interpretation of Bid and/or Contract Documents**

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

18. Currency

Prices calculated by the bidder shall be stated in U.S. dollars.

19. Pricing

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

20. Notice to Proceed/Purchase Order

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

21. Certification

By signing the offer section of the Offer and Acceptance page, bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

22. Definitions

“County” – Jefferson County, Texas.

“Contractor” – The bidder whose proposal is accepted by Jefferson County.

23. Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

General Conditions of Bidding and Terms of Contract

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

1. Bidding

1.1 Bids. All bids must be submitted on the bid form furnished in this package.

1.2 Authorized Signatures. The bid must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

1.3 Late Bids. Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 Withdrawal of Bids Prior to Bid Opening. A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 Withdrawal of Bids after Bid Opening. Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 Bid Amounts. Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 Exceptions and/or Substitutions. All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 Alternates. The Invitation for Bid and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 Descriptions. Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 Bid Alterations. Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 Tax Exempt Status. Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 Quantities. Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose

intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 Silence of Specifications for Complete Units. All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 Addenda. Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

1.16 General Bid Bond/Surety Requirements. Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 General Insurance Requirements. Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.18 Responsiveness. A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 Responsible Standing of Bidder. To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 Confidential/Proprietary Information

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder **must** clearly mark the applicable pages of Bidder's bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

1.21 Public Bid Opening. Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. Performance

2.1 Design, Strength, and Quality. Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 Age and Manufacture. All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 Delivery Location. All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 Delivery Schedule. Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 Delivery Charges. All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

2.6 Installation Charges. All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 Operating Instructions and Training. Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 Storage. Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 Compliance with Federal, State, County, and Local Laws. Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA. The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 Patents and Copyrights. The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 Samples, Demonstrations and Testing. At Jefferson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

2.13 Acceptability. All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. 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 Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 Maintenance. Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

2.15 Material Safety Data Sheets. Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

3.1 Purchase Orders. A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County 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.

3.2 Invoices. All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

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

3.4 Funding. Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. Contract

4.1 Contract Definition. The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful bidder and Jefferson County.

4.2 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, upon agreement between vendor(s) and Jefferson County, may be renewed annually for up to four (4) additional years.

4.3 Change Order. No different or additional terms will become part of this contract with the exception of a change order. 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 and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.4 Price Re-determination. A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

4.5 Termination. Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

4.6 Conflict of Interest. Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

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

4.8 Interest by Public Officials. No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.9 Warranty. The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.10 Uniform Commercial Code. The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.11 Venue. This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.12 Sale, Assignment, or Transfer of Contract. The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.13 Silence of Specifications. The apparent silence of these specifications as to any 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.

5. Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

- (1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.
- (2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

- (1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding \$100,000.

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (b) Meeting contract performance requirements; or
- (c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products/htm>.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall ensure that required parts of the bid are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Bidder is responsible for submitting one (1) *original* bid copy to include a completed copy of this specifications packet in its entirety; and two (2) numbered bid copies to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

All bids shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED BID." The outside of the envelope or box shall also include: Bid Number, Bid Name, Bid Due Date, Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

2. Vendor Registration: SAM (System for Award Management).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

Bidders are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Bid Submission.

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

FORM 1295 Exemptions: What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission) – CONTINUED

Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.

Vendors must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

4. Multiple Vendor Award

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

5. Delivery

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

6. Payment

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to: Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7th floor, Beaumont, TX 77701.

7. Usage Reports

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations \$1,000,000

Excess Liability \$1,000,000

Property Insurance (policy below that is applicable to this project):

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 9 Below)

9. Workers' Compensation Insurance

9.1 Definitions:

9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.

9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

- 9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
- 9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
- 9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- 9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
- 9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
- 9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
- 9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
- 9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, ysauer@co.jefferson.tx.us, regarding any questions or comments. Please reference bid number IFB 19-012/YS.

Scope

Vendor shall provide Marine Motor Fuel for Jefferson County for daily business, and in times of Emergency or Natural Disaster subject to the terms and conditions stated herein for a period of one year beginning on or about Date of Award.

Bidder shall include brand names or trade names of products offered on the Bid Form.

Taxes/Fees

Invoice the taxes and fees as separate items. **Do not include tax/fee in your bid.** Successful bidder shall negotiate a 6416 agreement whereby the bidder will not charge the County for federal excise tax and the County will allow the bidder to collect a refund from the Internal Revenue Service. **Therefore, do not bid federal excise tax.**

Approximate Annual Usage

Orders will be placed on an **as-needed basis**, delivered to the Jefferson County locations as described within these specifications, for the duration of the contract. Purchase Orders will be released to the successful bidder(s) as required. **Minimum Orders Are Not Acceptable.**

Contract

This bid, when properly accepted by Jefferson County Commissioners' Court, shall constitute a contract equally binding between the successful bidder and Jefferson County. No different or additional terms will become a part of this contract.

General Specification

It is the intent of the following minimum specifications to describe Marine Motor Fuel for Jefferson County and to establish an annual fixed price contract for the purchase of these items on an "as-needed basis."

The items bid shall be Ethanol-Free Fuels. These fuels will be utilized by Jefferson County to fuel marine (boat) motors.

1. It is understood and agreed that independent laboratory tests and analysis may be required under the following conditions:
 - a. Independent laboratory test may be made from samples taken at destination. The County shall select the testing laboratory.
 - b. If the results of such test and analysis reveal the samples submitted meet the technical specifications below, Jefferson County will bear the cost of such test and analysis.
 - c. If the results of such test and analysis reveal the samples submitted do not meet the technical specifications below, the cost of such tests and analysis shall be for the successful bidder's account, and the successful bidder shall make satisfactory adjustment for all product delivered which does not comply with the County's technical specifications.
 - d. The results of the foregoing tests and analysis shall be furnished to the successful bidder and to Jefferson County.
2. The Contractor shall make adjustment and allowance in gallonage of gasoline to compensate for change in temperature of gasoline, i.e., Contractor must show temperature of gasoline at loading point at the time the gasoline was unloaded onto the transport and must show the correction and adjustment

made in gallonage delivered to the County using 60 degrees F as normal temperature reading. **Such corrections and adjustment will be shown on 5,000 gallons or more on invoice billing to the County.**

3. The successful bidder shall exercise extreme care at all time during delivery to ensure all safety precautions are met.
4. Due to the fluctuation of fuel prices, Jefferson County is requesting that bidders structure their bid to include the laid in cost plus profit margin. In this manner, prices for this term contract may be tied to a "cost / plus basis" accountable to the published costs. All price re-determinations shall be supported by a copy of the effective publication reflecting the cost increase.

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

5. **Deliveries will not be made unless a purchase order has been issued by the Jefferson County Purchasing Department.**
6. Price bid shall be for tank wagon loads delivered to the following Jefferson County sites. Jefferson County reserves the right to add or delete delivery locations.

Tank Wagon Delivery Location Site 1:

Jefferson County Sheriff's Marine Operations Center
 5950 South 1st Avenue
 Sabine Pass, TX 77655
 Above-Ground Tank. Size: 8,000 gallon tank.

Tank Wagon Delivery Location Site 2:

Port of Beaumont
 1225 Main Street
 Beaumont, TX 77701
 Above-Ground Tank. Size: 1,000 gallon tank.

8. **Successful bidder shall make deliveries within 24 hours of order.** Transport delivery vehicles shall be equipped with meters capable of printing registrations on the invoice before and after delivery. The amount delivered shall be so recorded on each delivery ticket.
9. **Estimated consumption of tank wagon delivery product is as follows:**
 Ethanol-Free Gasoline: 40,000 gallons per year

This figure is an estimate only. No promise is made or implied that this quantity will be purchased.

Technical Specification

Gasoline: Gasoline shall be Ethanol-Free fuels satisfactory for use Yamaha marine gasoline-powered internal combustion engines.

Grades of gasoline shall conform to the following formulas:

- Ethanol-Free Gasoline, 91 or Higher Octane Fuel
- Ethanol-Free Gasoline, 89 Octane Fuel
- Ethanol-Free Gasoline, 87 Octane Fuel

These fuels will be utilized by Jefferson County to fuel marine (boat) motors. Although not to be considered an all-inclusive list, below is a list of the type of marine (boat) motors currently being utilized by Jefferson County and for which the fuels as specified in this bid will be utilized:

- (2) Yamaha F300UCA (right hand rotation 30")
- (2) Yamaha LF300UCA (left hand rotation 30")
- (2) Yamaha Saltwater Series II (15x21) Right Hand Props
- (2) Yamaha Saltwater Series II (15x21) Left Hand Props

All Yamaha motors have a minimum fuel octane recommendation. The use of fuel with an octane lower than recommended can affect performance and could possibly cause internal motor damage.

Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Name & Number: Marine Motor Fuel for Jefferson County, IFB 19-012/YS

Bidder's Company/Business Name: _____

Bidder's TAX ID Number: _____

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

Alternate Phone Number if available (with area code): _____

Fax Number (with area code): _____

Email Address: _____

Mailing Address (Please provide a physical address for bid bond return, if applicable):

Address

City, State, Zip Code

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Company Name	For clarification of this offer, contact:
Address	Name
City State Zip	Phone Fax
Signature of Person Authorized to Sign	E-mail
Printed Name	
Title	

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Marine Motor Fuel for Jefferson County; Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. IFB 19-012/YS, Term Contract for Marine Motor Fuel for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Item	Description	Brand	+/- Factor
1	Ethanol-Free, 91 or Higher Octane Fuel To Be Delivered via Tank Wagon.	_____ Number of Octane Bid for Item 1: _____ (Bid Options for this line item are 91 or Higher Octane)	Bid Price is Based on Daily Rack Price Plus or Minus _____cents per gallon.
2	Ethanol-Free, 89 Octane Fuel To Be Delivered via Tank Wagon.	_____	Bid Price is Based on Daily Rack Price Plus or Minus _____cents per gallon
3	Ethanol-Free, 87 Octane Fuel To Be Delivered via Tank Wagon	_____	Bid Price is Based on Daily Rack Price Plus or Minus _____cents per gallon

Orders will be placed on an **as-needed basis**, delivered to locations within Jefferson County as described within these specifications, for the duration of the contract. Purchase Orders will be released to the successful bidder(s) as required. **Minimum Orders Are Not Acceptable.**
Successful bidder shall make deliveries within 24 hours of order.

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received _____
 Addendum 2 _____ Date Received _____
 Addendum 3 _____ Date Received _____

Bidder Shall Return Completed Form with Offer.

Vendor References

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

Bidder Shall Return Completed Form with Offer.

Signature Page

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? **Yes** **No**

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

Bidder (Entity Name)	Signature
Street & Mailing Address	Print Name
City, State & Zip	Date Signed
Telephone Number	Fax Number
E-mail Address	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	Date Received	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(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.)</p>		
<p>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>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 named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>C. Is the filer of this questionnaire employed by 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?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p>4</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Date</p>		

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		OFFICE USE ONLY Date Received _____
1	Name of Local Government Officer	
2	Office Held	
3	Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code	
4	Description of the nature and extent of employment or other business relationship with vendor named in item 3	
5	List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B). Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ (attach additional forms as necessary)	
6	AFFIDAVIT I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code. <div style="text-align: right; margin-right: 100px;"> _____ Signature of Local Government Officer </div> <p style="text-align: center; margin-top: 10px;">AFFIX NOTARY STAMP / SEAL ABOVE</p> Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office. <div style="display: flex; justify-content: space-between; margin-top: 10px;"> _____ Signature of officer administering oath _____ Printed name of officer administering oath _____ Title of officer administering oath </div>	

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

Yes No

Instructions: In order to determine if a “Good Faith Effort” was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant’s bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

- Yes No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
- Yes No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
- Yes No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant’s organization)?
- Yes No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?
- Yes No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
- Yes No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If “No” was selected, please explain and include any pertinent documentation with your bid.

If necessary, please use a separate sheet to answer the above questions.

Printed Name of Authorized Representative

Signature

Title

Date

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

Yes No

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street
City
State
Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: \$ _____ Total HUB Subcontract(s): \$ _____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Texas Bldg & Procurement Comm. Texas Unified Certification Prog.

Address: _____
Street
City
State
Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street
City
State
Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street
City
State
Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

Contact person that will be in charge of invoicing for this project:

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

- I certify that _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.
- I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ (city and state).

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal:	
Mailing address:	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

* This is the property amount identification number assigned by the Jefferson County Appraisal District.
 ** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

House Bill 89 Verification

I, _____, the undersigned representative of (company or business name) _____ (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

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

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Signature of Company Representative

Date

On this _____ day of _____, 20____, personally appeared

_____, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

Notary Signature

Date

Bidder Shall Return Completed Form with Offer.

Senate Bill 252 Certification

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Company Name

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____,

on this day personally appeared _____, who
(name)

after being by me duly sworn, did depose and say:

"I, _____ am a duly authorized officer of/agent
(name)

for _____ and have been duly authorized to execute the
(name of firm)

foregoing on behalf of the said _____.
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: _____

Fax: _____ Telephone# _____

by: _____ Title: _____
(print name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named _____ on

this the _____ day of _____, 20____.

Notary Public in and for
the State of _____

Bidder Shall Return Completed Form with Offer.



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

February 19, 2019

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 19-013/YS, Term Contract for Armored Car Service for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: Term Contract for Armored Car Service for Jefferson County
BID NO: IFB 19-013/YS
DUE DATE/TIME: 11:00 AM CT, Tuesday, March 26, 2019
MAIL OR DELIVER TO: Jefferson County Purchasing Department
 1149 Pearl Street, 1st Floor
 Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Yea-Mei Sauer, ysauer@co.jefferson.tx.us.

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark, Purchasing Agent
 Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – February 20, 2019 & February 27, 2019

IFB 19-013/YS
Term Contract for Armored Car Service for Jefferson County
Bids due: 11:00 AM CT, Tuesday, March 26, 2019

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Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Two (2) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

Additionally, Bidder must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

<https://www.co.jefferson.tx.us/Purchasing/>

Instructions to Bidders

1. Bid Submission

Bids must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of box shall also include the Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Late bids will not be accepted and will be returned unopened to the bidder.

All bids submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

2. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

3. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal.** Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

The County requests that bid submissions NOT be bound by staples or glued spines.

If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.

The bid shall be legally signed and shall include the complete address of the bidder.

Jefferson County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

5. Signatures

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

6. County Holidays – 2019:

January 1	Tuesday	New Year's
January 21	Monday	Martin Luther King, Jr. Day
February 18	Monday	President's Day
April 19	Friday	Good Friday
May 27	Monday	Memorial Day
July 4	Thursday	Independence Day
September 2	Monday	Labor Day
November 11	Monday	Veteran's Day
November 28 & 29	Thursday & Friday	Thanksgiving
December 24 & 25	Tuesday & Wednesday	Christmas
January 1, 2020	Wednesday	New Year's

7. **Rejection or Withdrawal**

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

8. **Emergency/Declared Disaster Requirements**

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

9. **Award**

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected. Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting

specifications is not awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

10. **Contract**

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

11. **Waiver of Subrogation**

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

12. **Fiscal Funding**

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

13. **Bid Results**

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page (<http://co.jefferson.tx.us/purchasing/main.htm>) as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

14. **Changes and Addenda to Bid Documents**

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

15. **Specifications**

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

16. **Delivery**

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

17. **Interpretation of Bid and/or Contract Documents**

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

18. Currency

Prices calculated by the bidder shall be stated in U.S. dollars.

19. Pricing

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

20. Notice to Proceed/Purchase Order

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

21. Certification

By signing the offer section of the Offer and Acceptance page, bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

22. Definitions

“County” – Jefferson County, Texas.

“Contractor” – The bidder whose proposal is accepted by Jefferson County.

23. Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

General Conditions of Bidding and Terms of Contract

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

1. Bidding

1.1 Bids. All bids must be submitted on the bid form furnished in this package.

1.2 Authorized Signatures. The bid must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

1.3 Late Bids. Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 Withdrawal of Bids Prior to Bid Opening. A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 Withdrawal of Bids after Bid Opening. Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 Bid Amounts. Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 Exceptions and/or Substitutions. All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 Alternates. The Invitation for Bid and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 Descriptions. Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 Bid Alterations. Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 Tax Exempt Status. Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 Quantities. Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose

intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 Silence of Specifications for Complete Units. All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 Addenda. Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

1.16 General Bid Bond/Surety Requirements. Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 General Insurance Requirements. Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.18 Responsiveness. A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 Responsible Standing of Bidder. To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 Confidential/Proprietary Information

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder **must** clearly mark the applicable pages of Bidder's bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

1.21 Public Bid Opening. Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. Performance

2.1 Design, Strength, and Quality. Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 Age and Manufacture. All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 Delivery Location. All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 Delivery Schedule. Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 Delivery Charges. All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

2.6 Installation Charges. All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 Operating Instructions and Training. Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 Storage. Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 Compliance with Federal, State, County, and Local Laws. Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA. The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 Patents and Copyrights. The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 Samples, Demonstrations and Testing. At Jefferson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

2.13 Acceptability. All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. 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 Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 Maintenance. Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

2.15 Material Safety Data Sheets. Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

3.1 Purchase Orders. A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County 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.

3.2 Invoices. All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

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

3.4 Funding. Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. Contract

4.1 Contract Definition. The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful bidder and Jefferson County.

4.2 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, upon agreement between vendor(s) and Jefferson County, may be renewed annually for up to four (4) additional years.

4.3 Change Order. No different or additional terms will become part of this contract with the exception of a change order. 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 and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.4 Price Re-determination. A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

4.5 Termination. Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

4.6 Conflict of Interest. Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

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

4.8 Interest by Public Officials. No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.9 Warranty. The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.10 Uniform Commercial Code. The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.11 Venue. This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.12 Sale, Assignment, or Transfer of Contract. The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.13 Silence of Specifications. The apparent silence of these specifications as to any 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.

5. Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

- (1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.
- (2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

- (1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic

and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding \$100,000.

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (b) Meeting contract performance requirements; or
- (c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products/htm>.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall ensure that required parts of the bid are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Bidder is responsible for submitting one (1) *original* bid copy to include a completed copy of this specifications packet in its entirety; and two (2) numbered bid copies to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

All bids shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED BID." The outside of the envelope or box shall also include: Bid Number, Bid Name, Bid Due Date, Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

2. Vendor Registration: SAM (System for Award Management).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

Bidders are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Bid Submission.

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

FORM 1295 Exemptions: What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission) – CONTINUED

Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.

Vendors must enter the required information on Form 1295, and print a copy of the completed form.

The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the

Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

4. Multiple Vendor Award

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

5. Delivery

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

6. Payment

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to: Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7th floor, Beaumont, TX 77701.

7. Usage Reports

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations \$1,000,000

Excess Liability \$1,000,000

Property Insurance (policy below that is applicable to this project):

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 9 Below)

Additional Insurance Requirements:

The Contract shall, at all times during the term of this contract, maintain "**All-Risk Cargo**" insurance coverage; to include the additional insurance coverages of "**Transit Coverage**" and "**Professional Liability/Errors Omissions**" coverages as described below.

Transit Coverage to include:

- Customer's Good Coverage – Including Cash, Checks, & Money Orders
Care, Custody, & Control Property Damage Coverage

Professional Liability/Errors & Omissions Coverage to include:

- \$1,000,000 Limit, Including Coverage for Resulting Financial Loss

Employee Dishonesty: Combined Single Limit of \$1,000,000.00

Property Damage Coverage: Coverage for damage to property while in the care, custody, or control of the armored car services company.

Theft Coverage: Property Damage coverage shall include theft of client's property by third parties and/or guard company employees.

Vicarious Liability: Coverage for intentional/criminal acts including, but not limited to assault & battery, for which the insured is held vicariously liable.

Successful bidder shall assume entire liability for any loss of any shipment (shipment is defined as, delivery of bags per signed receipt) up to \$100,000.00 cash and up to \$100,000.00 check reconstruction costs, including but not limited to, County and taxpayer/vendor bank charges, loss of interest earnings, and staff and office charges incurred due to loss.

9. Workers' Compensation Insurance

9.1 Definitions:

9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor

has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- 9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- 9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.
- 9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - 9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - 9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - 9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - 9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

- 9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
- 9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
- 9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, ysauer@co.jefferson.tx.us, regarding any questions or comments. Please reference bid number IFB 19-013/YS.

Scope

Vendor shall provide Armored Car Services for Jefferson County subject to the terms and conditions stated herein for an initial period of one (1) year beginning on or about Date of Award, with an option to renew for an additional four (4) years.

1. Renewal Option

Jefferson County may consider a renewal option for four (4) additional years based upon the same terms and conditions as the original year. Renewal is subject to approval by Jefferson County Commissioners' Court each period. Once renewal option is exhausted, the contract must be rebid.

Year 2	2020 – 2021
Year 3	2021 – 2022
Year 4	2022 – 2023
Year 5	2023 – 2024

2. Uniforms and Employee Identification Badges

As identification for admittance into buildings, Contractor shall require that all its employees wear the company uniform and an employee identification badge.

3. Contract

Contract must be executed in the State of Texas. This bid, when properly accepted by Jefferson County Commissioners' Court and executed by the County Judge shall constitute a contract equally binding between the successful bidder and Jefferson County. No different or additional terms will become a part of this contract.

4. Insurance

See Pages 17-20, Special Requirements/Instructions for insurance requirements.

5. Overnight Vault Service

The Contractor shall provide overnight vault services, or adequate security measures, including coverage, for all bank bags held in their possession overnight.

6. Specifications

Successful bidder shall contract to call for sealed shipments containing moneys, checks, and/or securities, to receipt therefore, and to deliver same in like condition to bank listed below. Bank bags shall be returned to the County after consignee releases the bags.

Office hours for service are five (5) days per week, except County holidays, between the hours of 8:00 a.m. and 5:00 p.m.

All deliveries must be made to the Cash Vault no later than 3:30 CST for same day credit.

County Holidays – 2019:

January 1	Tuesday	New Year's
January 21	Monday	Martin Luther King, Jr. Day
February 18	Monday	President's Day
April 19	Friday	Good Friday
May 27	Monday	Memorial Day
July 4	Thursday	Independence Day
September 2	Monday	Labor Day
November 11	Monday	Veteran's Day
November 28 & 29	Thursday & Friday	Thanksgiving
December 24 & 25	Tuesday & Wednesday	Christmas
January 1, 2020	Wednesday	New Year's

Delays: The successful Contractor shall not be held liable for delays or nonperformance due to the fault of the County. However, the Contractor shall be totally responsible for the safety and security of the County's sealed deposits in the Contractor's possession. The Contractor shall be required to contact the Jefferson County Treasurer in the event of a delay and shall arrange an alternative pickup time that is mutually agreed upon. Pickups suspended because of an Act of Nature, including flooding or weather related situations shall not be invoiced to the County. The Contractor is not required to attempt pickup on days the County closes as announced on radio or television due to incremental weather.

Lost or Damaged Deposits: In the event of sealed deposit loss or damage, within twenty-four (24) hours of the loss or damage, the Contractor shall submit written reports to the County stating the type and amount of loss. Salvage, reclamation, and/or reconstruction shall begin as soon as possible following the loss or damage. All costs related to the loss or damage to the deposits in the care, custody, and control of the Contractor shall remain the sole responsibility of the Contractor. The County will assist in the proper identification of any such sealed deposits lost or damaged and will make every effort to minimize costs and or further loss or damage. However, the County's help to minimize costs does not, in any way, relieve the Respondent's liability of any loss or costs arising from the incident.

Points for pick-up and banks designated as our consignees are as follows:

ITEM # 1: Five (5) Days Per Week

Pick-up from: **Treasurer, Community Supervision, and Tax Office** – Beaumont and delivery to designated consignee.

Location	Consignee	Pick-up Time
1. Jefferson County Treasurer's Office Courthouse, 1149 Pearl Street, Beaumont, TX 77701 a. Tax Office Funds b. Other County Funds c. County & District Clerk Trust Funds	Wells Fargo Bank (Brink's Cash Vault) 3780 Milam, Ste. C Beaumont, TX 77701	11:00 am– 2:30 pm Note: Office is Closed from 12:00 pm – 1:00pm.
2. Jefferson County Community Supervision 820 Neches Street, Beaumont, TX 77701	Wells Fargo Bank (Brink's Cash Vault) 3780 Milam, Ste. C Beaumont, TX 77701	11:00 am– 2:30 pm Note: Office is Closed from 12:00 pm – 1:00pm.

ITEM # 2: Five (5) Days Per Week (South Jefferson County)

Pick-up from: **Community Supervision**, 246 Dallas Avenue; **Juvenile Probation**, 900 Fourth Street; **Juvenile Probation**, 5326 Hwy 69 S., Beaumont; **Port Arthur Tax Offices**; **Justice of the Peace and Constable Offices**; **County Clerk**; Sub-Courthouse, Port Arthur; **Jefferson County Airport**; **Tax Office**; and **Justice of the Peace #7**, Mid-County

Location	Consignee	Pick-up Time
1. Jefferson County Community Supervision 246 Dallas Avenue, Port Arthur	Wells Fargo Bank (Brink's Cash Vault) 3780 Milam, Ste. C Beaumont, TX 77701	8:00 am – 11:00 am
2. Jefferson County Tax Office, Justice of the Peace and Constable Offices, Sub-Courthouse, County Clerk, Port Arthur	Wells Fargo Bank (Brink's Cash Vault) 3780 Milam, Ste. C Beaumont, TX 77701	8:00 am – 11:00 am
3. Jefferson County Airport, Tax Office and Justice of the Peace Pct. #7, Mid County	Wells Fargo Bank (Brink's Cash Vault) 3780 Milam, Ste. C Beaumont, TX 77701	8:00 am – 11:00 am
4. Jefferson County Juvenile Probation, 900 Fourth Street, Port Arthur	Wells Fargo Bank (Brink's Cash Vault) 3780 Milam, Ste. C Beaumont, TX 77701	8:00 am – 11:00 am
5. Minnie Rogers Juvenile Justice Center, 5326 Hwy 69 S, Beaumont, TX	Wells Fargo Bank (Brink's Cash Vault) 3780 Milam, Ste. C Beaumont, TX 77701	8:00am – 11:00 am

Points for pick-up and banks designated as our consignees are as follows:

ITEM # 3: Two (2) Days Per Week:

Pick-up from: The offices of **Pct. 4 Constable and Justice of the Peace**, 19217 Hwy. 365, Beaumont, TX 77705 to the bank vault.

Location	Consignee	Pick-up Time
1. Precinct 4 Constable Office 19217 Hwy. 365, Beaumont, TX 77705	Wells Fargo Bank (Brink's Cash Vault) 3780 Milam, Ste. C Beaumont, TX 77701	8:00 am – 11:00 am
2. Precinct 4 Justice of the Peace 19217 Hwy. 365, Beaumont, TX 77705	Wells Fargo Bank (Brink's Cash Vault) 3780 Milam, Ste. C Beaumont, TX 77701	8:00 am – 11:00 am

ITEM # 4: Seven (7) Days Per Week:

Pick-up from: The Jefferson County Correctional Facility (Release), 5030 Highway 69 South, Beaumont TX, 77705 to the bank vault.

Location	Consignee	Pick-up Time
1. Jefferson County Correctional Facility 5030 Highway 69 South, Beaumont TX, 77705	Wells Fargo Bank (Brink's Cash Vault) 3780 Milam, Ste. C Beaumont, TX 77701	To be determined at time of award.

<p>Note: All deliveries must be made to the Cash Vault no later than 3:30 p.m. CST for same day credit.</p>
--

Questions related to this specification may be directed to:

Hon. Charlie Hallmark, County Treasurer
(409) 835-8509 phone

Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Name & Number: Term Contract for Armored Car Service for Jefferson County, IFB 19-013/YS

Bidder's Company/Business Name: _____

Bidder's TAX ID Number: _____

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

Alternate Phone Number if available (with area code): _____

Fax Number (with area code): _____

Email Address: _____

Mailing Address (Please provide a physical address for bid bond return, if applicable):

Address

City, State, Zip Code

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

_____			For clarification of this offer, contact:	
Company Name			_____	
_____			Name	
Address			_____	
_____	_____	_____	_____	_____
City	State	Zip	Phone	Fax
_____			_____	
Signature of Person Authorized to Sign			E-mail	

Printed Name				

Title				

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Armored Car Service for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. 19-013/YS, Term Contract for Armored Car Service for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Item	Description	Lump Sum per month (2019-2020)	Lump Sum per month (2020-2021) <small>Renewal Year 1</small>	Lump Sum per month (2021-2022) <small>Renewal Year 2</small>	Lump Sum per month (2022-2023) <small>Renewal Year 3</small>	Lump Sum per month (2023-2024) <small>Renewal Year 4</small>
1.	<p><u>(5) Days Per Week:</u></p> <p>Pick-up from: Treasurer, Community Supervision, and Tax Office – Beaumont and delivery to designated consignee</p>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2.	<p><u>(5) Days Per Week:</u></p> <p>Pick-up from:</p> <p>Community Supervision 246 Dallas Avenue Port Arthur, TX 77640</p> <p>Juvenile Probation 900 Fourth Street Port Arthur, TX 77640</p> <p>Juvenile Probation 5326 Hwy 69 S. Beaumont, TX 77705</p> <p>Port Arthur Tax Offices; Justice of the Peace and Constable Offices; County Clerk; Sub-Courthouse, Port Arthur</p> <p>Jefferson County Airport; Tax Office; and Justice of the Peace #7, Mid-County</p>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3.	<p><u>(2) Days Per Week:</u></p> <p>Pick-up from: The offices of Pct. 4 Constable and Justice of the Peace, 19217 Hwy. 365, Beaumont, TX 77705 to the bank vault.</p>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4.	<p><u>(7) Days Per Week</u></p> <p>Pick-up from: Jefferson County Correctional Facility (Release), 5030 Highway 69 South, Beaumont TX, 77705 to the bank vault.</p>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Note: All deliveries must be made to the Cash Vault no later than 3:30 p.m. CST for same day credit.

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Vendor References

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

Bidder Shall Return Completed Form with Offer.

Signature Page

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? **Yes** **No**

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

Bidder (Entity Name)	Signature
Street & Mailing Address	Print Name
City, State & Zip	Date Signed
Telephone Number	Fax Number
E-mail Address	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	Date Received	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(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.)</p>		
<p>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>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 named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>C. Is the filer of this questionnaire employed by 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?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p>4</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Date</p>		

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		<p>OFFICE USE ONLY</p> <p>Date Received</p>
1	Name of Local Government Officer	
2	Office Held	
3	Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code	
4	Description of the nature and extent of employment or other business relationship with vendor named in item 3	
5	<p>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p>	
6	<p>AFFIDAVIT</p> <p style="text-align: center;">I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of Local Government Officer</p> <p>AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.</p> <p>_____ Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath</p>	

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

Yes No

Instructions: In order to determine if a “Good Faith Effort” was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant’s bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

- Yes No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
- Yes No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
- Yes No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant’s organization)?
- Yes No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?
- Yes No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
- Yes No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If “No” was selected, please explain and include any pertinent documentation with your bid.

If necessary, please use a separate sheet to answer the above questions.

Printed Name of Authorized Representative

Signature

Title

Date

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

Yes No

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street
City
State
Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: \$ _____ Total HUB Subcontract(s): \$ _____

Construction HUB Goals: 12.8% MBE: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Texas Bldg & Procurement Comm. Texas Unified Certification Prog.

Address: _____
Street
City
State
Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street
City
State
Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street
City
State
Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

Contact person that will be in charge of invoicing for this project:

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

- I certify that _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.
- I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ (city and state).

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal:	
Mailing address:	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

* This is the property amount identification number assigned by the Jefferson County Appraisal District.
 ** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

House Bill 89 Verification

I, _____, the undersigned representative of (company or business name) _____ (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

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

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Signature of Company Representative

Date

On this _____ day of _____, 20____, personally appeared

_____, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

Notary Signature

Date

Bidder Shall Return Completed Form with Offer.

Senate Bill 252 Certification

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Company Name

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____,

on this day personally appeared _____, who
(name)

after being by me duly sworn, did depose and say:

"I, _____ am a duly authorized officer of/agent
(name)

for _____ and have been duly authorized to execute the
(name of firm)

foregoing on behalf of the said _____.
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: _____

Fax: _____ Telephone# _____

by: _____ Title: _____
(print name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named _____ on

this the _____ day of _____, 20____.

Notary Public in and for
the State of _____

Bidder Shall Return Completed Form with Offer.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Beaumont Enterprise
Company Name

For clarification of this offer, contact:

380 Main Street
Address

Craig Hatcher
Name

Beaumont Tx 77701
City State Zip

(409) 838-2838 (409) 838-2845
Phone Fax *prefer email*

Craig Hatcher
Signature of Person Authorized to Sign

chatcher@hearstnp.com
E-mail

Craig Hatcher
Printed Name

Chief Revenue Officer
Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Legal Notices for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. IFB 19-001/YS, Term Contract for Legal Notices for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

February 19, 2019

Date

Attest:

Carolyn L. Guidry
County Clerk



Bidder Shall Return Completed Form with Offer.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

The Examiner Corp -
Company Name

For clarification of this offer, contact:

795 Willow
Address

Don Dodd
Name

Beaumont Tx 77701
City State Zip

409 832-1400 fax 832-6222
Phone Fax


Signature of Person Authorized to Sign

editor@theexaminer.com
E-mail

DON J. DODD
Printed Name

C.E.O.
Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Legal Notices for Jefferson County.
Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. IFB 19-001/YS, Term Contract for Legal Notices for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

February 13, 2019

Date

Attest:

Carolyn L. Guidry
County Clerk



Bidder Shall Return Completed Form with Offer.

OFFER AND ACCEPTANCE FORM

1271

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Port Arthur Newsmedia LLC
Company Name

For clarification of this offer, contact:

2349 Memorial Blvd
Address

Rich Macke
Name

Port Arthur TX 77640
City State Zip

409-721-2445 N/A
Phone Fax

[Signature]
Signature of Person Authorized to Sign

Rich.macke@PAnews.com
E-mail

Rich Macke
Printed Name

President & Publisher
Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

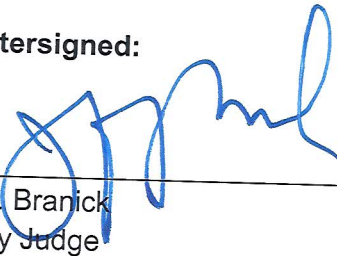
1272

The Offer is hereby accepted for the following items: Legal Notices for Jefferson County.
Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. IFB 19-001/YS, Term Contract for Legal Notices for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

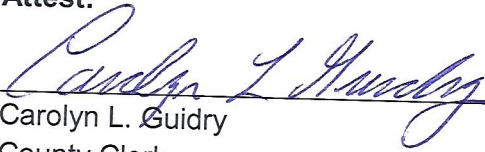


Jeff R. Branick
County Judge

February 19, 2019

Date

Attest:



Carolyn L. Guidry
County Clerk



Bidder Shall Return Completed Form with Offer.

**MASTER SERVICES AGREEMENT
BETWEEN JEFFERSON COUNTY, TEXAS
AND TETRA TECH, INC.**

THIS AGREEMENT is made by and between **JEFFERSON COUNTY, TEXAS** located at 1149 Pearl Street, 1st Floor, Beaumont, TX 77701, hereinafter referred to as ("Client") and **TETRA TECH, INC.**, hereinafter referred to as ("Contractor"), located at 2301 Lucien Way, Suite 120, Maitland, Florida 32751.

WHEREAS, Jefferson County, Texas has issued Request for Proposal No. 18-029YS for Emergency Debris Monitoring Services; and

WHEREAS, Tetra Tech, Inc. was selected to provide these services following the Request for Proposal No. 18-029YS issued by Jefferson County, Texas through a competitive bidding process; and

WHEREAS, Contractor must comply with all applicable federal regulations from Title 2 Code of Federal Regulations Part 200 Appendix II as specified in **Exhibit C and D**, attached hereto and incorporated herein.

NOW THEREFORE, the parties hereby agree as follows:

1. **Scope of Services:** Contractor and Client agree Contractor will perform services associated with debris monitoring and management services as described in **Exhibit A1 and A2**. Task Orders shall be issued for specific deliverables under this Agreement. Such deliverables to be provided by Contractor will be determined by Client and specified in writing on each Task Order prior to commencing work. A sample Notice to Proceed and Task Order are attached hereto as **Exhibit E1 and E2**.
2. **Term:** The term of this Agreement shall begin on February 19, 2017 and shall continue in full force for two (2) years from the date of award, with the option to extend the for two (2) additional one (1) year period, upon mutual agreement of the parties.
3. **Independent Contractor:** Contractor is an independent contractor and is not an employee of Client. Services performed by Contractor under this Agreement are solely for the benefit of the Client. Nothing contained in this Agreement creates any duties on the part of Contractor toward any person not a party to this Agreement.
4. **Standard of Care:** Contractor will perform services under this Agreement with the degree of skill and diligence normally practiced by professional Contractors performing the same or similar services. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.
5. **Changes/Amendments:** This Agreement and its exhibits constitute the entire agreement between the Parties and together with its exhibits supersede any prior written or oral agreements. This Agreement may not be amended, modified or changed except by written amendment executed by both Parties. The estimate of the level of effort, schedule and payment required to complete the Scope of Services, as Contractor understands it, is reflected herein. Services not expressly set forth in this Agreement or its exhibits are excluded. Contractor shall promptly notify Client if changes to the Scope of Services affect the schedule, level of effort or payment to Contractor and the schedule and payment shall be equitably adjusted.
6. **Uncontrollable Forces:** Neither the Client nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable

control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, explosion, strike, transportation, or equipment delays, act of war, Act of God, lightning, epidemic, war, riot, civil disturbance, sabotage, acts of terrorism and governmental actions outside the control of the Client. The schedule or payment under the Agreement shall be equitably adjusted, if necessary, to compensate Contractor for any additional costs due to the delay.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are foreseeable, preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

7. **Fee for Services:** The fee for the services under this Agreement will be based on the actual hours of services furnished multiplied by Contractor's Hourly Billing Rates as set forth in **Exhibit B**. The hourly rates shall include all applicable overhead and profit. Overtime hours will be paid at the same rate as regular time hours. All normal expenses shall be absorbed in the hourly rates, including lodging, meals, transportation, and per Diem. Special costs such as boat rental and marine expenses may be billed to the Client at cost without mark-up.
8. **Compensation:** Contractor shall bear the costs of performing all services under this Agreement, as directed by the Client, plus applicable permit and license fees and all maintenance costs required to maintain its vehicles and other equipment in a condition and manner adequate to accomplish and perform all services under this Agreement.

Contractor shall submit monthly invoice for services rendered.

Client shall pay Contractor in U.S. dollars within thirty (30) days of receipt of invoices less any disputed amounts. Client will review invoices for acceptance within ten (10) calendar days of the date of the invoice to which Client shall immediately notify Contractor of any invoice discrepancies. Contractor and Client will work in good faith to resolve any such discrepancies within ten (10) days after notification. Should a discrepancy result in a partial rejection of any item(s) invoiced, Client shall proceed with partial payment within Net 30 days of the date of the invoice. If Client fails to make payment within thirty (30) days of the date of such invoice, interest compounded at the rate of two percent (2%) per month (retroactive to the first month outstanding) shall be charged and payable by Client on all amounts unpaid and outstanding (less any discrepant amount identified within the ten (10) day review period noted above). Under no circumstances shall payment of Contractor's invoices be contingent on reimbursement of Client by any third-party authority or funding source.

All invoices shall be delivered to:

Jefferson County, Texas
1149 Pearl Street, 7th Floor
Beaumont, TX 77701

Payment shall be made to the following address:

Tetra Tech, Inc., P.O. Box 911642, Denver, CO 80291-1642

In order for both parties herein to close their books and records, the Contractor will clearly state "Final Invoice" on the Contractor's final/last billing to the Client. Such statement shall serve as certification that all services have been properly performed and all charges and costs have been

invoiced to the Client. Upon submission of the Final Invoice, Client's account with Contractor will be closed and any and other further charges if not properly included on the Final Invoice shall be considered waived by the Contractor.

9. **Indemnity:** Contractor shall save harmless the Client from all claims and liability due to activities of himself, his agents, or employees, performed under this contract and which to the extent result from a negligent act, error or omission of the Contractor or of any person employed by the Contractor. Contractor shall also save harmless the Client from all expenses, including attorney fees which might be incurred by the Client in litigation or otherwise resisting said claims or liabilities which might be imposed on the Client as result of such activities by the Contractor, his agents, or employees.
10. **Insurance:** During the performance of the Services under this Agreement, Contractor shall maintain the following insurance policies:

Worker's Compensation	Statutory
Employer's Liability	U.S. \$1,000,000
Commercial General Liability	U.S. \$1,000,000 per occurrence U.S. \$1,000,000 aggregate
Comprehensive General Automobile	U.S. \$1,000,000 combined single limit
Professional Liability	U.S. \$1,000,000 per claim and in the aggregate

11. **Work Product:** Client shall have the unrestricted right to use the documents, analyses and other data prepared by Contractor under this Agreement ('Work Products'); provided, however Client shall not rely on or use the Work Products for any purpose other than the purposes under this Agreement and the Work Products shall not be changed without the prior written approval of Contractor. If Client releases the Work Products to a third party without Contractor's prior written consent, or changes or uses the Work Products other than as intended hereunder, (a) Client does so at its sole risk and discretion, (b) Contractor shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Products and (c) Client shall indemnify, defend and hold Contractor harmless from any and all claims or damages related to the release, change or reuse.
12. **Limitation of Liability:** No employee of Contractor shall have individual liability to Client. To the extent permitted by law, the total liability of Contractor, its officers, directors, shareholders, employees and Subcontractors for any and all claims arising out of this Agreement, including attorneys' fees, and whether caused by negligence, errors, omissions, strict liability, breach of contract or contribution, or indemnity claims based on third party claims, shall not exceed one million dollars (U.S. \$1,000,000).
13. **No Consequential Damages:** In no event and under no circumstances shall Contractor be liable to Client for any principal, interest, loss of anticipated revenues, earnings, profits, increased expense of operation or construction, loss by reason of shutdown or non-operation due to late completion or otherwise or for any other economic, consequential, indirect or special damages.
14. **Information Provided by Others:** Client shall provide to Contractor in a timely manner any information Contractor indicates is needed to perform the services hereunder. Contractor may reasonably rely on the accuracy of information provided by Client and its representatives.
15. **Safety and Security:** Contractor has established and maintains programs and procedures for the safety of its employees. Unless specially included as a service to be provided under this Agreement, Contractor specially disclaims any authority or responsibility for job site safety and safety of persons

other than Contractor's or Subcontractor's employees.

16. **Termination:** Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Client shall pay Contractor for all services rendered to the date of termination plus reasonable expenses for winding down the services. If either party defaults in its obligations hereunder, the non-defaulting party, after giving seven (7) days written notice of its intention to terminate or suspend performance under this Agreement, may, if cure of the default is not commenced and diligently continued, terminate this Agreement or suspend performance under this Agreement.
17. **Dispute Resolution:** Each party shall attempt to resolve conflicts or disputes under the Agreement in a fair and reasonable manner and agree that if resolution cannot be made to attempt to mediate the conflict by a professional mediator. If mediation does not settle any dispute or action which arises under the Agreement or which relates in any way to the Agreement or the subject matter of the Agreement, either party may pursue litigation after notifying the other party of their intentions.
18. **Successors and Assigns:** This Agreement is binding upon and will inure to the benefit of Client and Contractor and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.
19. **Notices:** Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

Client:

Name: Judge Jeff Branick

Title: County Judge

Jefferson County, Texas

1149 Pearl Street, 1st Floor

Beaumont, TX 77701

Phone: (409) 835-0410

Email: jbranick@co.jefferson.tx.us

Contractor:

Betty Kamara

Contracts Administrator

Tetra Tech, Inc.

2301 Lucien Way. Suite 120

Maitland, FL 32751

Phone: 321-441-8518 | 407-803-2551

betty.kamara@tetrattech.com

20. **Severability:** The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.
21. **Governing Law and Venue:** This Agreement shall be governed by and interpreted according to the laws of the State of Texas. The venue for any and all legal action necessary to enforce the Agreement shall be Jefferson County, Texas.
22. **Access and Audits:** Contractor shall maintain adequate financial and program records to justify all charges, expenses, and costs incurred in estimating and performing the work under this Agreement for at least three (3) years following final payment to the Client as Federal Emergency Management Agency sub-grantee as required by FEMA's 322 Public Assistance Guide, page 114, as amended, or any similar regulation, policy, or document adopted by FEMA subsequent to the execution of this

Agreement. The Client shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the Agreement. This information shall be made accessible at the Contractor's place of business to the Client, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction, and audit without restriction.

23. **Compliance with Laws:** In performance of the Services, Contractor will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards, and shall obtain all permits and licenses necessary to perform the Services under this Agreement at Contractor's own expense.
24. **Non-Discrimination:** The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.
25. **Waiver:** A waiver by either the Client or Contractor of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.
26. **Entirety of Agreement:** The Client and the Contractor agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the Client and Contractor pertaining to the Services, whether written or oral. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.
27. **Modification:** The Agreement may not be modified unless such modifications are evidenced in writing and signed by both the Client and Contractor. Such modifications shall be in the form of a written Amendment executed by both parties.
28. **Contingent Fees:** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.
29. **Truth-in-Negotiation Certificate:** Execution of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.
30. **Confidentiality:** No reports, information, computer programs, documentation, and/or data given to, or prepared or assembled by the Contractor under this Agreement shall be made available to any individual or organization by the Contractor without prior written approval of the Client.
31. **Miscellaneous:** Client expressly agrees that all provisions of the Agreement, including the clause limiting the liability of Contractor, were mutually negotiated and that but for the inclusion of the limitation of liability clause in the Agreement, Contractor's compensation for services would otherwise be greater and/or Contractor would not have entered into the Agreement.

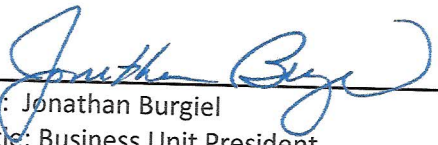
In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover, as part of its judgment, reasonable attorneys' fees and costs from the other party.


32. **Counterparts:** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.


IN WITNESS WHEREOF, the Contractor has caused this Agreement to be signed in its corporate name by its authorized representative, and the Client has caused this Agreement to be signed in its legal corporate name by persons authorized to execute this Agreement.

CONTRACTOR: TETRA TECH, INC.

CLIENT: JEFFERSON COUNTY, TEXAS


By: Jonathan Burgiel
Title: Business Unit President
Date: February 13, 2019


By: Judge Jeff Branick
Title: County Judge
Date: February 13, 2019

ATTEST:

Betty Kamara, Contracts Administrator

ATTEST:






JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street, First Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

CONTRACT EXTENSION REQUEST

February 13, 2019

Wells Fargo Bank
Government Banking
6250 Delaware, Suite A
Beaumont TX 77706
Attention: Mr. Josh Rodriguez

Re: (RFP 15-006/DC), Jefferson County Bank Depository Contract

Dear Mr. Rodriguez:

Please be advised the above-referenced contract for Jefferson County will expire on **May 10, 2019**. It is requested that your company extend your current contract for an additional two (2) years, to expire May 10, 2021.

Please sign the acknowledgment below to indicate your agreement and return to our office by Wednesday, February 13, 2019. Jefferson County appreciates your cooperation with this extension.

Best regards,

Sincerely,

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

DC: ys

Contract Extension Received and Accepted: 2/13/19
Date

Project Number: IFB 15-006/DC

Contractor: Wells Fargo Bank
Government Banking

Signature: [Handwritten Signature]

Print Name and Title: Vice President

ATTEST:

JEFFERSON COUNTY, TEXAS

Carolyn L. Guidry, County Clerk

Jeff R. Branick, County Judge

January 7, 2019

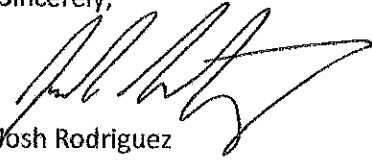
Jefferson County
1149 Pearl Street
Beaumont, Texas 77701

To Whom It May Concern,

Wells Fargo Bank has been pleased to serve as the depository for Jefferson County and is offering to extend the terms of the existing contract for the period beginning May 11, 2019 to May 10, 2021. In return for housing the County's deposits, all expressed and implied services granted under the current depository contract dated May 11, 2015 would be honored for this extended contractual period. We appreciate your business and look forward to building upon our successful relationship.

Please acknowledge this contract extension by signing below. If you should have any questions regarding services offered, call me at 409-861-6370.

Sincerely,



Josh Rodriguez
Vice President
Sr. Government Banker

To accept contract extension, sign below:

Depositor:
Jefferson County

By: _____ Date: _____

Together we'll go far



January 7, 2019

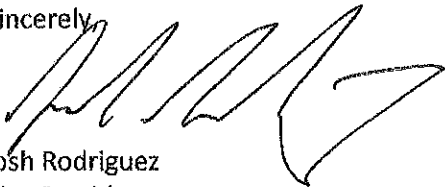
Jefferson County Trust
1149 Pearl Street
Beaumont, Texas 77701

To Whom It May Concern,

Wells Fargo Bank has been pleased to serve as the depository for Jefferson County Trust and is offering to extend the terms of the existing contract for the period beginning May 11, 2019 to May 10, 2021. In return for housing the County's deposits, all expressed and implied services granted under the current depository contract dated May 11, 2015 would be honored for this extended contractual period. We appreciate your business and look forward to building upon our successful relationship.

Please acknowledge this contract extension by signing below. If you should have any questions regarding services offered, call me at 409-861-6370.

Sincerely,



Josh Rodriguez
Vice President
Sr. Government Banker

To accept contract extension, sign below:

Depositor:
Jefferson County Trust

By: _____ Date: _____

Together we'll go far





January 7, 2019

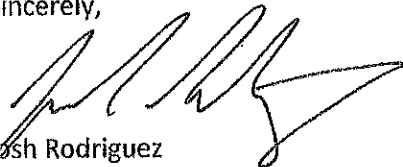
Jefferson County Industrial Development Corp.
1149 Pearl Street, 7th Floor
Beaumont, Texas 77701

To Whom It May Concern,

Wells Fargo Bank has been pleased to serve as the depository for Jefferson County Industrial Development Corp. and is offering to extend the terms of the existing contract for the period beginning May 11, 2019 to May 10, 2021. In return for housing the IDC's deposits, all expressed and implied services granted under the current depository contract dated May 11, 2015 would be honored for this extended contractual period. We appreciate your business and look forward to building upon our successful relationship.

Please acknowledge this contract extension by signing below. If you should have any questions regarding services offered, call me at 409-861-6370.

Sincerely,



Josh Rodriguez
Vice President
Sr. Government Banker

To accept contract extension, sign below:

Depositor:
Jefferson County Industrial Development Corp.

By: _____ Date: _____

Together we'll go far



Dear Jefferson County Commissions Court

This letter is to request a contract amendment. I request a change of business hours from Monday thru Friday from 7:30 a.m. to 3:30 PM. TO Monday, Wednesday and Friday from 8:00 a.m. to 1:30 p.m. This change is due to family obligations and other business opportunities.

Also this is to request an additional equipment of one 6 locker cabinet to be used for locked storage for drop off service of shoes that was agreed upon in original contract. Also one stool to be used during the off of the foot process of shining shoes.

Theses changes are to take place as soon as approval.

Thank you for your consideration and understanding as I choose to expand my business opportunities and family obligations.

Sincerely

Linda C Riggs
Linda Riggs

Spurs Boot Shine

2-4-2019

JEFFERSON COUNTY, TEXAS

Jeff Branick
Jeff Branick, County Judge

ATTEST:

Carolyn L. Guidry
Carolyn L. Guidry, County Clerk



WEST ORDER FORM

610 Opperman Drive, P.O. Box 64833
 St. Paul, MN 55164-1803
 Tel: 651/687-8000



THOMSON REUTERS

Check West account status below as applicable:		Rep Name & Number <u>Karl Pollard 0112482</u>	
New <input type="checkbox"/> (NACI Form attached)	Existing with Increase Credit Limit <input type="checkbox"/> (NACI Form attached)		
Existing with no changes <input checked="" type="checkbox"/>	Existing with changes <input type="checkbox"/> (Permanent name change must attach a Customer Name Change Form)		
Acct # <u>1000076759</u>	Quote # _____	PO # _____	Date <u>1/10/2019</u>
Name/Subscriber <u>Jefferson County Corr Facility</u>		Bill To Acct # <u>1000076759</u>	
Order Confirmation Contact Name <u>Jamey West</u>			
E-Mail <u>jwest@co.jefferson.tx.us</u>			
Password Contact Name (for password delivery) <u>Jamey West</u>			
E-Mail <u>jwest@co.jefferson.tx.us</u>			
Time and Billing Contact Name <u>n/a</u>			
E-Mail <u>n/a</u>			
Federal Government Account Type	Non-FEDLINK <input type="checkbox"/>	FEDLINK <input type="checkbox"/>	GSA <input type="checkbox"/>
MSA Jurisdiction <u>Texas</u>	Contract # <u>DIR-LGL-CALIR-02</u>	Option # _____	
Permanent Address Change <input type="checkbox"/>		One-Time Ship To <input type="checkbox"/>	Additional Ship To <input type="checkbox"/>
Additional Bill To <input type="checkbox"/>			
Name _____		Attn: _____	
Address _____		Suite/Floor _____	
City _____		State _____	County _____ Zip _____

*** R E Q U I R E D ***

I F N E E D E D

Online/CD-ROM/Practice Solutions/Software Products

Full Svc #	Online/CD-ROM/Practice Solutions/Software Products	Quantity *	Monthly Rate Banded/Base Rate	Per User/Conc. User Rate	Other	Total Monthly Charges
	OPTION 1B—All STATE & FEDERAL	1		81		
	CJS	1		12		
	All Analytical Library	1		20		
	Texas Form Finder	1		12		
	Texas Graphical Bundle	1		22		
	Texas Briefs Plus	1		22		

Notes: Texas Criminal Secondary Library 1 13
 SAID CODE: TXMS # DIR-LGL-CALIR-02, Option 1B

* Fill in the maximum number of Passwords, Users, Seats, FTEs, Students, Terminals, CD/Concurrent Patron Users, Active Legal Holds, and Quantity of Additional Storage.

Total Monthly Charges \$ 182.00

Online/Practice Solutions/Software Products Subscriptions

Monthly Charges begin on the date West Publishing Corporation ("West, "we" or "our") processes your order and continue for 12 complete calendar months (Minimum Term). Subscriber ("you" or "I") is also responsible for all Excluded Charges. Excluded Charges are charges for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

Initial below for a longer Minimum Term.

_____ **24 month Minimum Term.** Monthly Charges for the second 12 months will be _____% over the first 12 months.

_____ **36 month Minimum Term.** Monthly Charges for the second 12 months will be _____% over the first 12 months; Monthly Charges for the third 12 months will be _____% over the second 12 months.

When your Minimum Term terminates, the following will apply:

Government Subscribers Post-Minimum Term. If you are a government subscriber, your subscription will change to a month-to-month status at the end of the Minimum Term, and your Monthly Charges will be billed at up to then current retail rate. Thereafter, we may modify the Monthly Charges after at least 30 days notice. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the month-to-month subscription by sending at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a 24 or 36 month Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Automatic Renewal Term for Non-Government Subscribers Only. If you are a non-government subscriber, your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel in writing at least 30 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

	West LegalEdcenter Products Subscriptions	
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Monthly Charges begin on the date we process your order and will continue for a Minimum Term of 12 complete calendar months. You are also responsible for Excluded Charges. Excluded Charges are charges for West LegalEdcenter programs which are not included in the Online CLE Pass. Excluded Charges will be billed at our then current rate via credit card billing.

Initial below for a longer Minimum Term.

_____ **24 month Minimum Term.** Monthly Charges for the second 12 months will be _____% over the first 12 months.

_____ **36 month Minimum Term.** Monthly Charges for the second 12 months will be _____% over the first 12 months; Monthly Charges for the third 12 months will be _____% over the second 12 months.

Post Minimum Term. Your West LegalEdcenter subscription, not part of a WestlawPRO Select, will change to a month-to-month status at the end of the Minimum Term, and your Monthly Charges will be billed at up to the then current retail rate. Either of us may cancel effective at the end of the Minimum Term or any time thereafter on at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a 24 or 36 month Minimum Term, those additional months will be implemented at your option pursuant to federal law.

_____ **West LegalEdcenter annual billing (please check if requested)**

	CD-ROM Products	
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Monthly Charges for CD-ROM Products subscriptions with Westlaw access begin on the date we process your order and continue for a Minimum Term of 12 complete calendar months. If you have an existing Per User CD-ROM license and are adding additional users with this Order Form, the Minimum Term in your underlying Order Form will apply.

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates, replacement or supplemental CD-ROMs and online updates. If your CD-ROM product includes Westlaw access, you will be charged at our then current rate. Westlaw Charges will be invoiced and due monthly as incurred. For your reference, the current Westlaw charges schedules are located at <http://legalsolutions.com/schedule-a-westlaw>. Westlaw charges may change after at least 30 days written or online notice. Modification of Westlaw charges or Schedule A rates is not a basis for termination under Term, Termination of the General Terms and Conditions.

_____ **Initials for Post Minimum Term Subscription Services.** I understand that West will continue to provide subscription services for the CD-ROM Products listed above after the Minimum Term. Your CD-ROM Products subscriptions will change to a month-to-month status at the end of the Minimum Term, and your Monthly Charges will be billed at up to our then current retail rate.

Your West sales representative will provide frequency of updates upon request. For transportation charges, returns and refunds see Miscellaneous below.

Either of us may cancel effective at the end of the Minimum Term or any time thereafter on at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

_____ **CD-ROM annual billing (please check if requested)**

	Banded Products Subscriptions	
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You certify that you have a total of 1 attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

Internal Corporate Use Only	BND
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Technical Contacts for Westlaw Patron Access and Campus Research

Technical Contact Name (please print): n/a
 Telephone: _____
 E-Mail Address: _____
 Current Account #: _____
 Patron Access: IP Address: _____
One IP Address per terminal. Additional pages may be attached if needed.

Campus Research: IP Address Range _____

* Orders submitted without IP Address information may delay set up and access

_____ Subscriber Initials _____ Terminals will be used for Patron Access (not required for Campus Research).

_____ Subscriber Initials _____ Concurrent users will be used for Patron Access (not required for Campus Research).

Contact us to increase the number of publicly accessible terminals or concurrent users. If you are ordering the per terminal option, we reserve the right to increase your charges if we learn that you have increased the number of publicly accessible terminals without first contacting us.

For Internal Office Use Only
OF Instructions: Max Concu = # of terms/Eml to WTC/Blk Ancil/1 term = 5 atty = 1 pw/Tech cont = 59

Online/Practice Solutions/Software Renewals

Sub Matl #	Online/Practice Solutions/Software Products	Current Monthly Charges*
	n/a	

Notes:

* I am aware that the Renewal Term Monthly Charges will be based on the Monthly Charges in effect the month before the Renewal Term starts. This amount may be different from the Current Monthly Charges shown above.

Renewal Term Monthly Charges begin at the end of your Minimum Term or current Renewal Term. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing Westlaw data or Practice Solutions services that are not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

Initial below to select the Renewal Term.

_____ **12 month Renewal Term.** Monthly Charges for the first 12 months will be _____% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term.

_____ **24 month Renewal Term.** Monthly Charges for the first 12 months will be _____% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term. Monthly Charges for the second 12 months will be _____% over the first 12 months.

_____ **36 month Renewal Term.** Monthly Charges for the first 12 months will be _____% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term. Monthly Charges for the second 12 months will be _____% over the first 12 months; Monthly Charges for the third 12 months will be _____% over the second 12 months.

When this Renewal Term expires the following will apply.

Government Subscribers Post-Renewal Term. If you are a government subscriber, your subscription will change to a month-to-month status at the end of the Renewal Term, and your Monthly Charges will be billed at up to the then current retail rate. Thereafter, we may modify the Monthly Charges after at least 30 days notice. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the month-to-month subscription by sending at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a 24 or 36 month Renewal Term, those additional months will be implemented at your option pursuant to federal law.

Automatic Renewal Term for Non-Government Subscribers Only. If you are a non-government subscriber, your subscription will automatically renew at the end of the Renewal Term. Each Automatic Renewal Term will be 12 months in length and include a 7% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term starts. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel in writing at least 30 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Passwords and QuickView+								
Last Name	First Name, M.I.	Jdg	Clrk	Atty	Lib	Para	Other	Product(s)
Dotson	Jeannette				X			All

QuickView is provided as a service to you for estimating your Westlaw charges. Actual charges billed may vary from QuickView+ due to discounts you receive or other charges, such as taxes. <https://www.quickview.com>.

Identify which Westlaw password holder you would like to have Quickview+ access:

Last Name Dotson First Name Jeannette E-mail jdotson@co.jefferson.tx.us

Print/CD-ROM Products						
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Full Svc #	Print/CD-ROM Products	Quantity	List Charges	Other	Charges	Print Subscription Service (y/n)

Notes:

Total Charges \$ _____

Initial for Subscription Services. I understand that West will continue to provide subscription services for the print and/or CD-ROM products designated above. Print and/or CD-ROM subscription services include automatic shipments. For print subscriptions you will receive automatic shipments of updates and supplements, such as pocket parts, pamphlets, replacement volumes or loose-leaf pages and will be billed or auto-charged or debited (if separately authorized) at our then current rates. Anniversary billed print products (annual billed and monthly billed) will be billed at then current rates. Monthly anniversary billed products will be billed monthly at then current rates. For CD-ROM subscriptions you will receive automatic shipments of updates and supplements and will be billed or auto-charged or debited (if separately authorized) at our then current rate.

Your West sales representative will provide frequency of updates upon request. Transportation charges, return and refund information is in the Miscellaneous section below.

Subscription services will continue until cancelled by either party at any time in writing. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Online/CD-ROM Products to be Lapsed		
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Full Svc #	Online/CD-ROM Products	# of Passwords
41001804/41003381	CGWN SO MSA PER PASSWORD	1

Notes:

Westlaw Roaming Access	
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If you access Westlaw regulated data, you receive roaming access by default. Roaming access permits users located outside your designated IP address range to access Westlaw regulated data. We may block roaming access at our option. You may choose to block roaming access by initialing below.

Initial to block roaming access

Miscellaneous

1. **Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.
2. **Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.
3. **Excluded Charges.** If you access Westlaw data or Practice Solutions services that are not included in your subscription you will be charged our then current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-westlaw.pdf> and <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-firm-central-caselogistix.pdf>. Excluded Charges may change after at least 30 days written or online notice. Modification of Excluded Charges or Schedule A rates is not a basis for termination under Term. Termination of the General Terms and Conditions.
4. **Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms.** You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you are authorizing as part of this order, or have already authorized us to bill a credit card or debit card or make electronic fund transfer for West subscriptions on an ongoing basis, no further action is needed.
5. **Returns and Refunds.** You may return a print or CD-ROM product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS and Peer Monitor charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.
6. **Transportation Charges.** Print and CD-ROM products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at the then current carrier rate.
7. **Applicable Law.** This Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.
8. **General Terms and Conditions.** apply to all products ordered, except print and is located at <http://static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf>. The General Terms and Conditions for Federal Subscribers is located at <http://static.legalsolutions.thomsonreuters.com/static/federal-general-terms-conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.
9. **Product Specific Terms.** The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <http://static.legalsolutions.thomsonreuters.com/static/product-specific-terms.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- CD-ROM
- ContractExpress
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- West LegalEdcenter
- West km software
- Westlaw Public Records

ATTEST *[Signature]* Chief Deputy
DATE 1/28/19



ACKNOWLEDGMENT

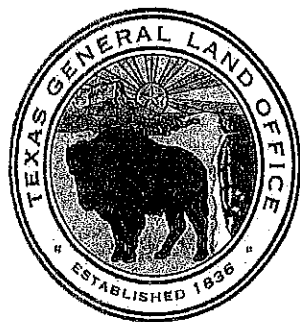
I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber.

Printed Name Jeff R. Branick
 Title Jefferson County Judge
 Date January 29, 2019
 Signature X *[Signature]*

For Credit Card Transactions only: Visa _____ Master Card _____ Am Ex _____
 Card # _____ Expir. Date _____ Total Amt. to Charge for this Order _____
 Subscription charges for this order will be billed to your West account unless automatic credit card or electronic funds transfers have been separately authorized.

For Internal Use Only (Rep to complete for telephone print orders only)
 By signing and completing below the Rep certifies that he/she discussed and received assent to the Subscription Services terms above from Subscriber.
 Date: _____ Time: _____
 Name of Customer Placing Order: _____
 Signature of Rep: _____

AUTHORIZED WEST REPRESENTATIVE
 Signature: *[Signature]*
 Printed Name: Chuck Hamster
 Title: SR CRM Consultant
 Date: 1/18/2019



Texas General Land Office Disaster Recovery

Construction Contract Change Order Request Form

Engineer: Jefferson County 1149 Pearl Street Beaumont, TX 77701 Phone No.: 409-835-8584	OWNER (Contractor Locality): Jefferson County 1149 Pearl Street Beaumont, Texas 77701 Phone No.: 409-835-8466	Contractor: Millenium Products, Inc. 621 Monte Cristo Blvd. St. Petersburg, FL 83715 AgreementDate: 7/16/2018 Phone No.:888-901-7430
Date: 07/16/2018 Project Code No.: Bid Package No.: GSA Contract GS-07F-0231N	Contract For (Project Description): Generator for Health & Welfare II/Adult Probation Building 800 4 th Street Port Arthur, Texas 777640	GLO Contract No.: 12-544-000-6819 Change Order No.: 1

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
1	Addition of piers and increase of electrical work, pad and block wall.		\$40,339.43

<u>Change in Contract Price</u>	<u>Change in Contract Time (Calendar Days)</u>
Original Contract Price: \$218,523.00	Original Contract Time: NA days
Previous Change Order(s): No. 1 to No. \$0.00	Net Change From Previous Change Orders NA days
Contract Price Prior to this Change Order: \$0.00	Contract Time Prior to This Change Order NA days
Net Increase/Decrease of this Change Order: \$40,339.43	Net Increase/Decrease of this Change Order: NA days
Contract Price With all Approved Change Orders: \$258,862.43	Contract Time With all Change Orders: NA days
Cumulative Percent Change in Contract Price (+/-): 19 %	Grantee Contract End Date: 12 / 31 /2018
Construction Contract Start Date: 07 / 16 /2018	Construction Contract End Date: 12 / 31 / 2018

Reimbursements of costs included in this change order are subject to review by the GLO-DR program.
*** This document may be executed prior to submission for GLO-DR program review, but all parties involved will be held responsible if the change order or the amendment warranted as a result of this change order is not in compliance with CDBG or HUD requirements.**

RECOMMENDED:

By: *Don Rao*

ENGINEER

Don Rao

Jefferson County

Date: _____

APPROVED:

By: _____

OWNER

Jeff Branick

County Judge

Date: _____

ACCEPTED:

By: *Sim Christie*

CONTRACTOR

Millenium Products

Date: 2.13.2019

JUSTIFICATION FOR CHANGE

1. Will this Change Order increase or decrease the number of beneficiaries?	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input type="checkbox"/> No Change
If there is a change, how many beneficiaries will be affected?		Total _____	L/M _____
2. Effect of this change on scope of work:	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input type="checkbox"/> No Change
3. Effect on operation and maintenance costs:	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input type="checkbox"/> No Change
4. Are all prices in the change order dependent upon unit prices found in the original bid?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
If "No", explain:			
5. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
If "Yes", is an Environmental Re-assessment required?			
6. Is the Texas Commission on Environmental Quality (TCEQ) clearance still valid? (if applicable)		<input type="checkbox"/> Yes	<input type="checkbox"/> No
7. Is the TCEQ permit approval still valid? (sewer projects only)		<input type="checkbox"/> Yes	<input type="checkbox"/> No
8. Are the handicapped access requirements/approval still valid? (if applicable)		<input type="checkbox"/> Yes	<input type="checkbox"/> No
9. Are other Disaster Recovery contractual special condition clearance still valid?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
(If no, specify):			

NOTE:

- * Generally, a cumulative change in the contract price in excess of 25% cannot be reviewed (18% **decrease** for counties).



COMMUNITY DEVELOPMENT & REVITALIZATION
 The Texas General Land Office
Certificate of Construction Completion

Reset Form

Subrecipient: Contract Number: Date:

This is to certify that a final inspection of the project described below was conducted on

Contract was entered into on between the city/county of and

for the construction of

This is to further certify that:

1. The work has been completed in accordance with the plans and specifications and all addenda, change orders, and supplemental agreements thereto, with the following exceptions:

2. The sum of , deducted from the final payment to the Contractor is a fair and equitable settlement for the foregoing excepted work.

3. The Contractor has presented on behalf of itself and its sureties, satisfactory evidence that he or she will repair, replace or make good any faulty workmanship and/or materials discovered in the work within a period of from this date, as provided in the Contract.

4. Amount of Original Contract:	<input type="text" value="218,523"/>
Cumulative Change Orders:	<input type="text" value="40,339.43"/>
Final Amount of Contract:	<input type="text" value="258,862.43"/>
Less Previous Payments:	<input type="text" value="196,670.7"/>
Less Deductions (from #2 above):	<input type="text"/>
FINAL PAYMENT (Balance):	<input type="text" value="62,191.73"/>

5. The Final Payment in the amount above is now due and payable.

6. Final Quantities:

Activity Code	Project Name (from Performance Statement)	Description (What is your Activity?)	Quantity	Metric
	Jefferson County Public Health	generator installation	1	# of Public Facilities
	Activity Code 14	Special Authorized Public Fac.		

Certified by:


 Engineer Signature


 Contractor Signature

Subrecipient Signature

Subrecipient Name and Title (Printed)
 Jefferson County Engineering
 Firm

Sim Christie 2.13.2019
 Engineer Name and Title (Printed)
 Millenium Products
 Firm

Jeff Branick, County Judge
 Contractor Name and Title (Printed)
 Jefferson County
 City/County of



621 Monte Cristo Blvd
 St. Petersburg, FL 33715
 Toll Free 888-901-7430
 Fax 248-927-0380
 Email info@milleniumproducts.net
 Website www.milleniumproducts.net

New Remittance Address

• Fed ID # 86-1159194
 • DUNS # 102694671
 • CAGE # 3DNW8
GS-07F-0231N
GS-07F-5791R
GS-07F-0341U

Date: 2/11/2019

Invoice #: 0806181HIP'-D4

Bill to:

Ship to:

Jefferson County Auditors Office
 1149 Pearl Street, 7th Floor
 Beaumont, TX 77701

Jefferson County TX Health & Welfare Unit II
 Sub-Courthouse Annex
 800 4th St
 Port Arthur, TX 77640

PO#: 72956
ATTN: Mark Bernard
Ph# 409-466-1790



Qty	Part Number	Description	Price Ea	Total Price
1	HJW275T6U/SE/HY	HJW275-T6U	\$218,523.00	\$218,523.00
		Balance not invoiced		\$21,852.30
		Change Order Total		\$40,339.43
			Invoice Total	\$62,191.73
			Balance Due	\$62,191.73
			Balance Remaining	\$127,748.63

A/R Record:

Draw 1 - Invoice 0806181HIP1-D1 \$43,704.60 Received 9/17/18 Balance \$174,818.40

Draw 2 - Invoice 0806181HIP1-D2 \$43,704.60 Received 11/5/18 Balance \$131,113.8

Draw 3 - Invoice 0806181HIP1-D3 \$43,704.60 Received 1/8/19 Balance \$87,409.20

Draw 4 - Invoice 0806181HIP1-D4 \$65,556.90

Final with Change Order - Invoice 0806181HIP1-F \$21,852.30 + Change Order Total \$40,339.43 = \$62,191.73



Thank you for supporting our SDVOSB!



UNIVERSAL MEMBERSHIP AGREEMENT

**for
The Work Number®**

This **Universal Membership Agreement** (the "Agreement") is entered into by and between TALX Corporation (a provider of Equifax Verification Services), a Missouri Corporation, located at 11432 Lackland Road, St. Louis, Missouri ("EVS"), and Jefferson County Public Health located at 1295 Pearl Street, Beaumont, TX 77701 ("Agency"), and is effective as of this 2/4/19 (the "Effective Date").

RECITALS:

- A. EVS operates The Work Number®, a service used to verify employment and income information about an individual ("Consumers"), and various other services used to verify certain Consumer information (EVS's services are collectively referred to herein as the "Service"); and
- B. Agency wishes to use the Service to verify certain Consumer information.

NOW, THEREFORE, the parties agree as follows:

1. **SCOPE OF THE AGREEMENT.** This Agreement consists of the general terms set forth in the body of this Agreement, including any Exhibits and Schedules attached hereto. If there is a conflict between the general terms and conditions of this Agreement and any Exhibit or Schedule, the provisions of the Exhibit or Schedule will govern and control. This Agreement specifically supersedes and replaces any agreement between the parties related to a Service that predates this Agreement, even if the prior agreement contains an "entire agreement" or "merger" clause, and any such agreements are hereby terminated.
2. **EVS OBLIGATIONS.** The Service will provide Agency with automated access to certain employment and/or income data ("Data") furnished to EVS by its employer clients.
3. **AGENCY OBLIGATIONS.**
 - a. Agency shall comply with the terms set forth in this Agreement.
 - b. Agency shall pay for the Services as set forth in the applicable Schedule(s) attached hereto. Pricing set forth in the applicable Schedule is based on one use/decision per transaction. A Schedule may be modified by EVS upon thirty (30) days' notice. Agency's use of the Service after such thirty (30) day period shall constitute its agreement to such change(s), without prejudice to its right to terminate this Agreement as provided in Section 6, below.
 - c. Agency certifies that it will order Data from the Service only when Agency intends to use the Data (i) in accordance with the Fair Credit Reporting Act ("FCRA") and all state law FCRA counterparts as though the Data is a consumer report, and (ii) solely for one of the following FCRA permissible purposes: (1) in connection with a credit transaction involving the Consumer on whom the Data is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer; (2) in connection with a determination of the consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status; (3) when Agency otherwise has a legitimate business need for the information either in connection with a business transaction that is initiated by the Consumer, or to review an account to determine whether the Consumer continues to meet the terms of the account; or (4) for employment purposes.
 - d. Agency agrees to only use the Data consistent with the obligations of users of consumer reports as provided for in the Consumer Financial Protection Bureau (the "CFPB") Notice Form attached as Exhibit 1.
 - e. Agency certifies that before ordering Data to be used in connection with employment purposes, it will clearly and conspicuously disclose to the subject Consumer, in a written document consisting solely of the disclosure, that Agency may obtain Data for employment purposes and will also obtain the Consumer's written authorization to obtain or procure Data relating to that Consumer.
 - f. Agency certifies that when using Data for employment purposes, it will not take adverse action against the consumer based in whole or in part upon the Data without first providing to the Consumer to whom the Data relates a copy of the Data and a written description of the Consumer's rights as prescribed by the CFPB, and also will not use any Data in violation of any applicable federal or state equal opportunity law or regulation.
 - g. Agency acknowledges that it has received from EVS a copy of the consumer rights summary as prescribed by the CFPB (see Exhibit 3).
 - h. Agency certifies that it will comply with applicable provisions under Vermont law. In particular, Agency certifies that it will order Data relating to Vermont residents only after Agency has received prior Consumer consent in accordance with

VFCRA Section 2480e and applicable Vermont Rules. Agency further certifies that the attached copy of VFCRA Section 2480e applicable Vermont Rules as referenced in Exhibit 2 was received from EVS.

- i. Agency may use the Data provided through the Service only as described in this Agreement. Agency may reproduce or store the Data obtained from the Service solely for its own use in accordance with this Agreement, and will hold all Data obtained from the Service under this Agreement in strict confidence and will not reproduce, reveal, or make it accessible in whole or in part, in any manner whatsoever, to any others unless required by law, or unless Agency first obtains EVS's written consent; provided, however, that Agency may discuss Consumer Data with the Data subject when Agency has taken adverse action against the subject based on the Data. Agency will not provide a copy of the Data to the Consumer, except as may be required or permitted by law or approved in writing by EVS, except in any state where this contractual prohibition would be invalid. Agency will refer the Consumer to EVS whenever the Consumer disputes the Data disclosed by Agency. Agency will not interpret the failure of EVS to return Data as a statement regarding that consumer's credit worthiness, because the failure may result from one or more factors unrelated to credit worthiness.
- j. Agency may access, use and store the Data only at or from locations within the territorial boundaries of the United States, Canada, and the United States territories of Puerto Rico, Guam and the Virgin Islands (the "Permitted Territory"). Agency may not access, use or store the Data or EVS Confidential Information at or from, or send the Data or Confidential Information to, any location outside of the Permitted Territory without Agency first obtaining EVS's written permission.
- k. Agency represents it (i) is administering a government funded benefit or program, (ii) has been given the legal authority to view the Data by the Consumer or by operation of law, and (iii) is requesting the Data in compliance with all laws.
- l. Agency acknowledges it shall employ decision making processes reasonable and appropriate to the nature of the transaction and will utilize the Data as part of its process.
- m. Agency represents it has authorization from the Consumer to verify income. Agency need not use any particular form of authorization or obtain a separate signature for verifying income provided the form is auditable and demonstrates to a reasonable degree of certainty that the Consumer has authorized the Agency to obtain the income Data. Notwithstanding the foregoing, in the event Agency is using the Service to collect on defaulted child support obligations, Agency is not required to obtain such authorization.
- n. Agency may not allow a third party service provider (hereafter "Service Provider") to access, use, or store the Service or Data on its behalf without first obtaining EVS's written permission and without the Service Provider first entering into a separate agreement with EVS.
- o. In order to ensure compliance with this Agreement, applicable law and EVS policies, EVS may conduct reviews of Agency activities, from time to time, during normal business hours, at all locations containing relevant records, with respect to Agency's requests for Data and/or its use of Data. Agency shall provide documentation within a reasonable time to EVS as reasonably requested for purposes of such review. Agency (i) shall cooperate fully with any and all investigations by EVS of allegations of abuse or misuse of the Services and allow EVS to access its premises, records, and personnel for purposes of such investigations if EVS deems such access is necessary to complete such investigation(s), (ii) agrees that any failure to cooperate fully and promptly in the conduct of any audit constitutes grounds for immediate suspension of the Service and/or termination of the Agreement, and (iii) shall promptly correct any discrepancy revealed by such investigation(s). Agency shall include the name and email address of the appropriate point of contact to whom such request should be made in the space provided below. Agency may change its contact information upon written notice:

Audit Contact Name	Audit Contact E-mail Address

- p. Additional representations and warranties as may be set forth in each Schedule A.
4. **DATA SECURITY.** This Section applies to any means through which Agency orders or accesses the Service including, without limitation, system-to-system, personal computer or the Internet. For the purposes of this Section, the term "Authorized User" means an Agency employee that Agency has authorized to order or access the Service and who is trained on Agency's obligations under this Agreement with respect to the ordering and use of the Service, and the Data provided through same, including Agency's FCRA and other obligations with respect to the access and use of Data.
- a. Agency will, with respect to handling any Data provided through the Service:

1. ensure that only Authorized Users can order or have access to the Service,
2. ensure that Authorized Users do not order Data for personal reasons or provide Data to any third party except as permitted by this Agreement,
3. inform Authorized Users that unauthorized access to Data may subject them to civil and criminal liability under the FCRA punishable by fines and imprisonment,
4. ensure that all devices used by Agency to order or access the Service are placed in a secure location and are accessible only by Authorized Users, and that such devices are secured when not in use through such means as screen locks, shutting power controls off, or other security procedures and controls which are standard practice in the data protection industry ("Industry Standard Practices"), for example compliance with ISO 27001 standards,
5. take all necessary measures to prevent unauthorized ordering of or access to the Service by any person other than an Authorized User for permissible purposes, including, without limitation, (i) limiting the knowledge of the Agency security codes, user names, User IDs, and any passwords Agency may use, to those individuals with a need to know. In addition, the User IDs must be unique to each person, and the sharing of User IDs or passwords is prohibited.
6. change Agency passwords at least every ninety (90) days or sooner if Agency suspects an unauthorized person has learned the password; and perform at a minimum, quarterly entitlement reviews to recertify and validate Authorized User's access privileges and disable the account of any Agency user who is no longer responsible for accessing the Service,
7. adhere to all security features in the software and hardware Agency uses to order or access the Services, including the use of IP restriction,
8. implement secure authentication practices when providing User ID and passwords to Authorized Users, including but not limited to using individually assigned email addresses and not shared email accounts,
9. in no event access the Services via any unregistered wireless hand-held communication device, that have not gone through Agency's device enrollment, access, and authentication process. Such process shall be reviewed and approved by EVS prior to allowing access to Services via any hand-held communication device,
10. not use non-agency owned assets such as personal computer hard drives or portable and/or removable data storage equipment or media (including but not limited to laptops, zip drives, tapes, disks, CDs, and DVDs) to store the Data. In addition, Data must be encrypted when not in use and all printed Data must be stored in a secure, locked container when not in use, and must be completely destroyed when no longer needed by cross-cut shredding machines (or other equally effective destruction method) such that the results are not readable or useable for any purpose. In either case, Industry Standard Practices for the type of Data received from EVS must be employed,
11. if Agency sends, transfers or ships any Data, encrypt the Data using the following minimum standards, which standards may be modified from time to time by EVS: Advanced Encryption Standard (AES), encrypted algorithms,
12. not ship hardware or software between Agency's locations or to third parties without deleting all EVS Agency number(s), security codes, User IDs, passwords, Agency user passwords, and any consumer information, or Data,
13. monitor compliance with the obligations of this Section, and immediately notify EVS if Agency suspects or knows of any unauthorized access or attempt to access the Service, including, without limitation, a review of EVS invoices for the purpose of detecting any unauthorized activity,
14. if, subject to the terms of this Agreement, Agency uses a Service Provider to establish access to the Service, be responsible for the Service Provider's use of Agency's user names, security access codes, or passwords, and Agency will ensure the Service Provider safeguards Agency's security access code(s), User IDs, and passwords through the use of security requirements that are no less stringent than those applicable to Agency under this Section,
15. use Industry Standard Practices to assure data security when disposing of any Data obtained from EVS. Such efforts must include the use of those procedures issued by the federal regulatory agency charged with oversight of Agency's activities (e.g. the Federal Trade Commission, the applicable banking or credit union regulator) applicable to the disposal of consumer report information or records,
16. use Industry Standard Practices to secure Data when stored on servers, subject to the following requirements: (i) servers storing Data must be separated from the Internet or other public networks by firewalls which are managed

and configured to meet industry accepted best practices, (ii) Data must be protected through multiple layers of network security, including but not limited to, industry-recognized firewalls, routers, and intrusion detection/prevention devices (IDS/IPS), (iii) access (both physical and network) to systems storing Data must be secure, which must include authentication and passwords that are changed at least every ninety (90) days; and (iv) all servers must be kept current and patched on a timely basis with appropriate security-specific system patches, as they are available,

17. not allow Data to be displayed via the Internet unless utilizing, at a minimum, a three-tier architecture configured in accordance with industry best practices,
18. use Industry Standard Practices to establish procedures and logging mechanisms for systems and networks that will allow tracking and analysis in the event there is a compromise, and maintain an audit trail history for at least three (3) months for review,
19. provide immediate notification to EVS of any change in address or office location and are subject to an onsite visit of the new location by EVS or its designated representative, and
20. in the event Agency has a Security Incident involving EVS Confidential Information, Agency will fully cooperate with EVS in a security assessment process and promptly remediate any finding. For purposes of this Section **"Security Incident"** means any actual breach, theft or unauthorized access, use, misuse, theft, vandalism, modification or transfer of or to Services or Data.

A Cloud Service provider ("**CSP**") is a company that offers a component of cloud computing. CSPs generally offer Infrastructure as a Service (IaaS), Platform as a Service (PaaS), or Software as a Service (SaaS). Agency may use a CSP to process, transmit, or store Data, subject to the following conditions: (i) Agency obtains EVS's written permission in accordance with Section 6 of the Enterprise Agreement and (ii) Agency certifies that Agency will, and will contractually obligate its CSP to, follow EVS minimum requirements for cloud computing and storage, including, but not limited to:

- (a) Data at rest encryption of at least AES-256 shall be used where Data is stored.
 - (b) An inventory shall be kept of all Data within the cloud environment.
 - (c) Data shall be logically and/or physically separated in multi-tenant environments in accordance industry standards.
 - (d) Utilization of secure data destruction techniques shall be used to destroy Data in accordance with industry standards.
 - (e) Assets that are no longer needed for legal or other retention purposes shall be destroyed in accordance with industry standard.
 - (f) Incident handling and forensic support shall be provided in the event of an investigation or Security Incident.
 - (g) Cloud hosted systems shall be patched at the most current levels and have vulnerabilities addressed in accordance with industry standards.
 - (h) Information systems and infrastructures shall follow industry security hardening standard such as DISA STIG or CIS guidance.
 - (i) Agency or Agency's application environment shall be certified by an independent third party (i.e. SOC 2 Type 2, PCI/ISO 27001/NIST).
 - (j) Third parties providing support services to the Agency or Agency's CSP shall not have access to Data without prior consent of EVS.
 - (k) Agency shall manage all encryption keys within the Agency's CSP.
- b. If EVS reasonably believes Agency has violated this Section, EVS may, in addition to any other remedy authorized by this Agreement, with reasonable advance written notice to Agency and at EVS's sole expense, conduct, or have a third party conduct on its behalf, an audit of Agency's facilities, practices and security procedures to the extent EVS reasonably deems necessary, including an on-site inspection, to evaluate Agency's compliance with the data security requirements of this Section.

5. **CONFIDENTIALITY.** Each party acknowledges that all materials and information disclosed by a party ("Disclosing Party") to another party ("Recipient") in connection with performance of this Agreement, consist of confidential and proprietary data ("Confidential Information"). Each Recipient will hold those materials and that information in strict confidence, and will restrict its use of those materials and that information to the purposes anticipated in this Agreement. If any other law or legal process requires Recipient to disclose confidential and proprietary data, Recipient will notify the

Disclosing Party of the request. Thereafter, the Disclosing Party may seek a protective order or waive the confidentiality requirements of this Agreement, provided that Recipient may only disclose the minimum amount of information necessary to comply with the requirement. Recipient will not be obligated to hold confidential any information from the Disclosing Party which (a) is or becomes publicly known, (b) is received from any person or entity who, to the best of Recipient's knowledge, has no duty of confidentiality to the Disclosing Party, (c) was already known to Recipient prior to the disclosure, and that knowledge was evidenced in writing prior to the date of the other party's disclosure, or (d) is developed by the Recipient without using any of the Disclosing Party's information. The rights and obligations of this Section with respect to (i) confidential and proprietary data that constitutes a "trade secret" (as defined by applicable law), will survive termination of this Agreement for so long as such confidential and proprietary information remains a trade secret under applicable law; and (ii) all other confidential and proprietary data, will survive the termination of this Agreement for the longer of two (2) years from termination, or the confidentiality period required by applicable law.

6. **TERM AND TERMINATION.** This Agreement shall be for an annual term, and shall automatically renew for successive one year terms. Either EVS or Agency may terminate this Agreement or any Schedule(s), at any time upon thirty (30) days' prior written notice to the other. If EVS believes that Agency has breached an obligation under this Agreement, EVS may, at its option and reserving all other rights and remedies, terminate this Agreement and/or any Schedules immediately upon notice to Agency.
7. **RIGHTS TO SERVICE.** The Service and the Data, including all rights thereto, are proprietary to EVS.
8. **WARRANTY.** EVS warrants that the Service will be performed in all material respects in a reasonable and workmanlike manner and in compliance with laws and regulations applicable to EVS's performance thereof. Agency acknowledges that the ability of EVS to provide accurate information is dependent upon receipt of accurate information from employers. EVS does not warrant that the Service will be error free. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, EVS MAKES NO OTHER WARRANTIES AS TO THE SERVICE OR THE DATA, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF GOOD TITLE, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE EVEN IF EVS KNOWS OF SUCH PURPOSE.
9. **INDEMNIFICATION.** Agency and EVS recognize that every business decision represents an assumption of risk and that neither party in furnishing Confidential Information, Data, or the Service to the other, underwrites or assumes the other's risk in any manner. To the extent permitted by laws applicable to the parties, each party agrees to indemnify, defend and hold harmless ("Indemnify") the other party and its affiliates, and their directors, officers and employees (each, an "Indemnified Party"), from and against claims, demands, liabilities, suits, damages, expenses and costs, including reasonable attorneys', experts' and investigators' fees and expenses ("Claims") brought by third parties against the Indemnified Party and arising from the indemnifying party's, or its affiliates', directors', officers' or employees' ("Indemnifying Party") (i) breach of this Agreement, (ii) negligent or intentional, wrongful act or omission, (iii) infringement on third party proprietary rights. Further, each party agrees to Indemnify the other from and against the Indemnifying Party's (i) violation of applicable law, or (ii) breach of Confidentiality obligations.
10. **LIMITATION OF LIABILITY.** In no event shall EVS or its officers, agents or employees be liable for loss of profits or for indirect, special, incidental or consequential damages arising out of or related to the performance of this Agreement, even if that party has been advised of the possibility of such damages. In no event shall damages of any kind payable by EVS hereunder exceed the sum paid by Agency for the item of service which causes Agency's claim.
11. **FORCE MAJEURE.** Neither party will be liable to the other for any delay, or interruption in performance as to any obligation hereunder resulting from governmental emergency orders, judicial or governmental action, emergency regulations, sabotage, riots, vandalism, labor strikes or disputes, acts of God, fires, electrical failure, major computer hardware or software failures, equipment delivery delays, acts of third parties, or delays or interruptions in performance beyond its reasonable control.
12. **MISCELLANEOUS.** This Agreement sets forth the entire agreement between the parties regarding the Service. Except as otherwise provided in this Agreement, this Agreement may be amended only by a subsequent writing signed by both parties. This Agreement may not be assigned or transferred by Agency without EVS's prior written consent. This Agreement shall be freely assignable by EVS and shall inure to the benefit of and be binding upon the permitted assignee of either Agency or EVS. If any provision of this Agreement is held to be invalid or unenforceable under applicable law in any jurisdiction, the validity or enforceability of the remaining provisions thereof shall be unaffected as to such jurisdiction and such holding shall not affect the validity or enforceability of such provision in any other jurisdiction. To the extent that any provision of this Agreement is held to be invalid or unenforceable because it is overbroad, that provision shall not be void but rather shall be limited only to the extent required by applicable law and enforced as so limited. Any notice under this Agreement shall be effective upon personal delivery by an overnight or other courier or delivery service, or three (3) days after pre-paid deposit

with the postal service, in either case to the party's address in the first sentence of this Agreement or any substitute therefore provided by notice.

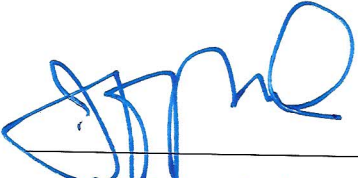
13. COUNTERPARTS/EXECUTION BY FACSIMILE. For the convenience of the parties, copies of this Agreement and Schedules hereof may be executed in two or more counterparts and signature pages exchanged by facsimile. The parties intend that counterpart copies signed and exchanged as provided in the preceding sentence shall be fully binding as an original handwritten executed copy hereof and thereof and all of such copies together shall constitute one instrument.

By signing below, Agency acknowledges receipt of Exhibit 1, "Notice to Users of Consumer Reports Obligations of Users"; and Agency represents that Agency has read "Notice to Users of Consumer Reports Obligations of Users" which explains Agency's obligations under the FCRA as a user of consumer report information

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated below.

Agency

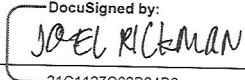
**TALX Corporation,
provider of Equifax Verification Services**

By (signature): 

Name (print): Jeff Branick

Title: County Judge

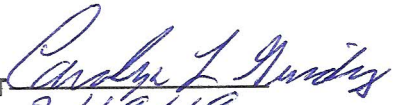
Date: 02/19/2019

By (signature): 

Name (print): JOEL RICKMAN

Title: VP of Verification Services

Date: 2/4/2019 | 15:26:24 PST

ATTEST 

DATE 2/19/19



UNIVERSAL MEMBERSHIP AGREEMENT
for
The Work Number®

Exhibit 1

All users of consumer reports must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, www.consumerfinance.gov/learnmore.

NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA

The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Consumer Financial Protection Bureau's (CFPB) website at www.consumerfinance.gov/learnmore. At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the CFPB's website.

Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users Must Have a Permissible Purpose

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are;

- As ordered by a court or a federal grand jury subpoena. *Section 604(a)(1)*
- As instructed by the consumer in writing. *Section 604(a)(2)*
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. *Section 604(a)(3)(A)*
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. *Sections 604(a)(3)(B) and 604(b)*
- For the underwriting of insurance as a result of an application from a consumer. *Section 604(a)(3)(C)*
- When there is a legitimate business need, in connection with a business transaction that is *initiated* by the consumer. *Section 604(a)(3)(F)(i)*
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. *Section 604(a)(3)(F)(ii)*
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. *Section 604(a)(3)(D)*
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. *Section 604(a)(3)(E)*
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. *Sections 604(a)(4) and 604(a)(5)*

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making "prescreened" unsolicited offers of credit or insurance. *Section 604(c)*. The particular obligations of users of "prescreened" information are described in Section VII below.

B. Users Must Provide Certifications

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

C. Users Must Notify Consumers When Adverse Actions Are Taken

The term "adverse action" is defined very broadly by Section 603. "Adverse actions" include all business, credit, and employment

actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA - such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

1. Adverse Actions Based on Information Obtained From a CRA

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

3. Adverse Actions Based on Information Obtained From Affiliates

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

D. Users Have Obligations When Fraud and Active Duty Military Alerts are in Files

When a consumer has placed a fraud alert, including one relating to identity theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

E. Users Have Obligations When Notified of an Address Discrepancy

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed. Federal regulations are available at www.consumerfinance.gov/learnmore.

F. Users Have Obligations When Disposing of Records

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. Federal regulations have been issued that cover disposal.

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations prescribed by the CFPB.

Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores.

These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES

A. Employment Other Than in the Trucking Industry

If information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
- **Before** taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights. (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. *Section 615(b)(2)*

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

B. Employment in the Trucking Industry

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed, or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in federal regulations) – the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or as permitted by statute, regulation, or order).

VII. OBLIGATIONS OF USERS OF “PRESCREENED” LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. *Sections 603(l), 604(c), 604(e), and 615(d)*. This practice is known as “prescreening” and typically involves obtaining from a CRA a list of consumers who meet certain preestablished criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer's CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, the CFPB has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The relevant regulation is 12 CFR 1022.54.

VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
 - (1) the identity of all end-users;
 - (2) certifications from all users of each purpose for which reports will be used; and
 - (3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller.
 Resellers must make reasonable efforts to verify this information before selling the report.

B. Reinvestigations by Resellers

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

C. Fraud Alerts and Resellers

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

IX. LIABILITY FOR VIOLATIONS OF THE FCRA

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. *Sections 616, 617, and 621*. In addition, any person who knowingly and willfully obtains a consumer report under false

pretenses may face criminal prosecution. *Section 619.*

The CFPB's website, www.consumerfinance.gov/learnmore, has more information about the FCRA, including publications for businesses and the full text of the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

Section 602 15 U.S.C. 1681
Section 603 15 U.S.C. 1681a
Section 604 15 U.S.C. 1681b
Section 605 15 U.S.C. 1681c
Section 605A 15 U.S.C. 1681cA
Section 605B 15 U.S.C. 1681cB
Section 606 15 U.S.C. 1681d
Section 607 15 U.S.C. 1681e
Section 608 15 U.S.C. 1681f
Section 609 15 U.S.C. 1681g
Section 610 15 U.S.C. 1681h
Section 611 15 U.S.C. 1681i
Section 612 15 U.S.C. 1681j
Section 613 15 U.S.C. 1681k
Section 614 15 U.S.C. 1681l
Section 615 15 U.S.C. 1681m
Section 616 15 U.S.C. 1681n
Section 617 15 U.S.C. 1681o
Section 618 15 U.S.C. 1681p
Section 619 15 U.S.C. 1681q
Section 620 15 U.S.C. 1681r
Section 621 15 U.S.C. 1681s
Section 622 15 U.S.C. 1681s-1
Section 623 15 U.S.C. 1681s-2
Section 624 15 U.S.C. 1681t
Section 625 15 U.S.C. 1681u
Section 626 15 U.S.C. 1681v
Section 627 15 U.S.C. 1681w
Section 628 15 U.S.C. 1681x
Section 629 15 U.S.C. 1681y

**UNIVERSAL MEMBERSHIP AGREEMENT
for
The Work Number®**

Exhibit 2

VERMONT FAIR CREDIT REPORTING CONTRACT CERTIFICATION

The undersigned, Jefferson County Public Health ("Agency"), acknowledges that it subscribes to receive various information services from TALX Corporation, provider of Equifax Verification Services ("EVS"), in accordance with the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999), as amended (the "VFCRA"), and the federal Fair Credit Reporting Act, 15, U.S.C. 1681 et. seq., as amended (the "FCRA"), and its other state law counterparts. In connection with Agency's continued use of EVS services in relation to Vermont consumers, Agency hereby certifies as follows:

Vermont Certification. Agency certifies that it will comply with applicable provisions under Vermont law. In particular, Agency certifies that it will order Data relating to Vermont residents, that are credit reports as defined by the VFCRA, only after Agency has received prior consumer consent in accordance with VFCRA § 2480e and applicable Vermont Rules. Agency further certifies that the attached copy of VFCRA § 2480e applicable Vermont Rules were received from EVS.

Agency:

Signed By: _____

Printed Name and Title: _____

Account Number: _____

Date: _____

Please also include the following information:

Compliance Officer or Person Responsible for Credit Reporting Compliance

Name: _____

Title: _____

Mailing Address: _____

E-Mail Address: _____

Phone: _____ Fax: _____

Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999)

§ 2480e. Consumer consent

- (a) A person shall not obtain the credit report of a consumer unless:
- (1) the report is obtained in response to the order of a court having jurisdiction to issue such an order; or
 - (2) the person has secured the consent of the consumer, and the report is used for the purpose consented to by the consumer.
- (b) Credit reporting agencies shall adopt reasonable procedures to assure maximum possible compliance with subsection (a) of this section.
- (c) Nothing in this section shall be construed to affect:
- (1) the ability of a person who has secured the consent of the consumer pursuant to subdivision (a)(2) of this section to include in his or her request to the consumer permission to also obtain credit reports, in connection with the same transaction or extension of credit, for the purpose of reviewing the account, increasing the credit line on the account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account; and
 - (2) the use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Federal Trade Commission.

VERMONT RULES * CURRENT THROUGH JUNE 1999 *****
AGENCY 06. OFFICE OF THE ATTORNEY GENERAL
SUB-AGENCY 031. CONSUMER PROTECTION DIVISION
CHAPTER 012. Consumer Fraud--Fair Credit Reporting
RULE CF 112 FAIR CREDIT REPORTING
CVR 06-031-012, CF 112.03 (1999)
CF 112.03 CONSUMER CONSENT

- (a) A person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing if the consumer has made a written application or written request for credit, insurance, employment, housing or governmental benefit. If the consumer has applied for or requested credit, insurance, employment, housing or governmental benefit in a manner other than in writing, then the person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing or in the same manner in which the consumer made the application or request. The terms of this rule apply whether the consumer or the person required to obtain consumer consent initiates the transaction.
- (b) Consumer consent required pursuant to 9 V.S.A. §§ 2480e and 2480g shall be deemed to have been obtained in writing if, after a clear and adequate written disclosure of the circumstances under which a credit report or credit reports may be obtained and the purposes for which the credit report or credit reports may be obtained, the consumer indicates his or her consent by providing his or her signature.
- (c) The fact that a clear and adequate written consent form is signed by the consumer after the consumer's credit report has been obtained pursuant to some other form of consent shall not affect the validity of the earlier consent.

UNIVERSAL MEMBERSHIP AGREEMENT

for The Work Number® Exhibit 3

Para información en español, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.

- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- The following FCRA right applies with respect to nationwide consumer reporting agencies:

CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE

You have a right to place a “security freeze” on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer’s credit file. Upon seeing a fraud alert display on a consumer’s credit file, a business is required to take steps to verify the consumer’s identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:	CONTACT:
<p>1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates</p> <p>b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:</p>	<p>a. Consumer Financial Protection Bureau 1700 G Street, N.W. Washington, DC 20552</p> <p>b. Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357</p>
<p>2. To the extent not included in item 1 above:</p> <p>a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks</p> <p>b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act.</p> <p>c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations</p> <p>d. Federal Credit Unions</p>	<p>a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050</p> <p>b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480</p> <p>c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106</p> <p>d. National Credit Union Administration Office of Consumer Financial Protection (OCFP) Division of Consumer Compliance Policy and Outreach 1775 Duke Street Alexandria, VA 22314</p>
<p>3. Air carriers</p>	<p>Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590</p>
<p>4. Creditors Subject to the Surface Transportation Board</p>	<p>Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423</p>
<p>5. Creditors Subject to the Packers and Stockyards Act, 1921</p>	<p>Nearest Packers and Stockyards Administration area supervisor</p>
<p>6. Small Business Investment Companies</p>	<p>Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, S.W., Suite 8200 Washington, DC 20416</p>
<p>7. Brokers and Dealers</p>	<p>Securities and Exchange Commission 100 F Street, N.E. Washington, DC 20549</p>
<p>8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations</p>	<p>Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090</p>
<p>9. Retailers, Finance Companies, and All Other Creditors Not Listed Above</p>	<p>Federal Trade Commission Consumer Response Center</p>

	600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357
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UNIVERSAL MEMBERSHIP AGREEMENT
SCHEDULE A – THE WORK NUMBER® EXPRESS SOCIAL SERVICE – PER TRANSACTION PRICING
ADDITIONAL TERMS AND CONDITIONS, SERVICE DESCRIPTION, AND FEES

AGENCY: Jefferson County Public Health

EFFECTIVE DATE OF THIS SCHEDULE: (If blank or dated prior to the effective date of the UMA, the Effective Date of this Schedule shall be the date of the latter signature, below, or the effective date of the UMA, whichever is later.)

The Universal Membership Agreement between TALX Corporation (a provider of Equifax Verification Services) (“EVS”) and Jefferson County Public Health (“Agency”) dated 2/4/19 and Exhibits thereto (the “UMA”) contain defined terms. Unless otherwise expressly noted, when used herein, these defined terms shall have the meanings given to them in the UMA. The UMA and the Schedules, thereto, collectively constitute the “Agreement”.

I. TERM: The Term of this Schedule shall begin on the Effective Date and continue for a period of one (1) year (“Initial Term”). Upon expiration of the Initial Term, this Schedule shall automatically renew annually in one (1) year increments (each a “Renewal Term”).

II. AGENCY USE OF SERVICE: The Work Number® Express Social Service is an employment and income verification service provided by TALX Corporation (a provider of Equifax Verification Services), a Missouri corporation (“EVS”). EVS shall provide the Service to Agency in accordance with the Universal Membership Agreement, which includes any Exhibits and Schedules thereto, including this Schedule A (the “Agreement”). All defined terms used in this Schedule A shall have the meaning ascribed to them in the Universal Membership Agreement.

a) Description: A Social Security Number Search (“SSN Search”) occurs when Agency submits an SSN to the Service. A verification report provided via the Service (“Verification Report”) will include, without limitation and as available, the Consumer’s (i) employer name, (ii) employment status, (iii) employer address, (iv) employment dates, (v) position title, (vi) medical and dental insurance information, (vii) employer wage garnishment address, (viii) pay rate, (ix) up to three (3) years of year-to-date gross income details, and (x) up to three (3) years of pay period detail.

b) Delivery:

i) Online. The Service may be delivered online, providing automated access to requested Data, by inputting the Consumer’s social security number at the relevant website.

ii) Batch. Agency may request the Service be delivered via batch by creating and delivering a request file of a minimum of one hundred (100) social security numbers to EVS using EVS’s standard format and secure batch website. Upon submission of a file, Agency is obligated to pay all resultant Fees in accordance with the Agreement. Following a batch submission consistent with the input requirements, herein, EVS will deliver a return file of Data via the secure batch website.


III. FEES AND RELATED TERMS: An SSN Search and a returned Verification Report are each a type of payable “Transaction”. Each Verification Report returned constitutes a separate Transaction. Transaction Fees are based on one use/decision per Transaction. All Fees (except the one-time Setup Fee) shall apply during any Renewal Term, subject to the following: Without amendment or notation, all Fees shall automatically increase by five percent (5%) annually at the beginning of each Renewal Term. Fees for Services provided under this Schedule A are as follows:

- | | |
|---|--|
| a) Setup Fee: | \$125.00 one-time (will be included on first invoice) |
| b) Account Service Fee: | \$10.00 per month, or, for accounts with multiple customer IDs, the charge will be \$5 per customer ID per month |
| c) Security Monitoring Services Fee: | \$4.99 per month, per customer ID (if applicable) |
| d) Transaction Fees: | |
| SSN Search: | \$3.75 per Transaction |
| Verification Report: | \$12.45 per Transaction |

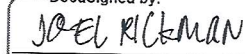
IV. **MODIFICATION OF SCHEDULE A:** EVS may modify this Schedule A, including pricing on thirty (30) days' notice to Agency, which notice may be provided by the account manager, Carahsoft Technology Corporation. Agency may terminate the Agreement and/or this Schedule A within thirty (30) days after such modification notice by providing written notice of termination to Carahsoft Technology Corporation. Absence of such termination shall constitute Agency's agreement to the modification.

IN WITNESS WHEREOF, the parties have executed this Schedule A on the date indicated below.

Agency:

By (signature): 
 Name: Jeff Branick
 (print): County Judge
 Title: 02/19/2019
 Date:

TALX Corporation,
provider of Equifax Verification Services:

By (signature): 
 Name (print): JOEL RICKMAN
 Title: VP of Verification Services
 Date: 2/4/2019 | 15:26:24 PST

ATTEST 
 DATE 2/19/19



CONTACT INFORMATION

Agency/Organization/ Agency Name:	_____	Address:	1295 Pearl Street _____
DBA or Management Agency, if different:	_____	City:	Beaumont _____
Website address:	_____	State:	TX _____
Main Contact:	_____	Zip Code:	77701 _____
Title:	_____	E-mail:	_____
Phone #:	_____	Fax #:	_____
Supervisor:	_____	Supervisor Phone#	_____

ADDITIONAL USER INFORMATION

IMPORTANT: All individuals who will use the service must be registered below. During the login process, the user will be asked for their registered fax number. All fields are mandatory.

	<u>Name</u>	<u>E-mail Address</u>
User1:	_____	_____
User2:	_____	_____
User3:	_____	_____
User4:	_____	_____
User5:	_____	_____

Please provide the names, fax numbers and e-mail addresses of up to five (5) additional users. Note: The "Main Contact" above will have the ability to add users via the **wcbManager** function. WebManagers have the ability to add, manage and approve users within the organization. If you have additional users, once Agreement is accepted, you will receive more information on how to register users.

BILLING INFORMATION

Billing Contact:	_____	Billing Address:	_____
Billing Contact Title:	_____	City:	_____
Billing Phone #:	_____	State:	_____
Billing Fax #:	_____	Zip Code:	_____
Billing E-mail:	_____		

Your invoice will be sent via E-mail.

Can we send your Invoice via e-mail? Yes No
 If No there will be a \$15.00/per month paper bill fee
 Is your agency Tax Exempt? Yes No
 If Yes, Please submit tax exemption certificate.

Agency Type:

- | | |
|---|---|
| <input type="checkbox"/> Federal/State/County/City/Local/Government | <input type="checkbox"/> Social Security Administration |
| <input type="checkbox"/> Non-Profit Organization | <input type="checkbox"/> Housing Authority |
| <input type="checkbox"/> For-Profit Organization | <input type="checkbox"/> Third Party Vendor for Government Agency |
| <input type="checkbox"/> Apartment Complex/Property Management | <input type="checkbox"/> Other: Please specify _____ |

Each program requires documented proof. Specific Program(s) that will use this service:

- | | | |
|--|--|--|
| <input type="checkbox"/> Food Stamps | <input type="checkbox"/> TANF | <input type="checkbox"/> MEDICAID |
| <input type="checkbox"/> Fraud Investigations | <input type="checkbox"/> Child Support Enforcement | <input type="checkbox"/> Daycare Assistance |
| <input type="checkbox"/> Low-Income Energy Assistance | <input type="checkbox"/> Pre-Employment | <input type="checkbox"/> Work-related Assistance |
| <input type="checkbox"/> Low-Income Housing | <input type="checkbox"/> Mortgage Loans | <input type="checkbox"/> Collections |
| <input type="checkbox"/> Other: (Please indicate other programs that will use this service: _____) | | |

If you are an **Apartment Complex** or **Property Management Agency**, please answer the following questions:

How many units do you have? _____ How many of those are subsidized units? _____

Note: Subsidized units are those in which the owner receives funds from Federal, State, County or Local Government.

Are you affiliated with City/State Housing Authority? Yes No

If yes, please include the name: _____

Qualifications: In order to process your application, your agency/organization is required to provide proof (supporting documentation) of your need for employment and income verifications. Please provide the following:

Federal/State/County/City/Local/Government	Social Security Administration
<ol style="list-style-type: none"> 1. Copy of program's application 2. Income guidelines to determine eligibility 	<ol style="list-style-type: none"> 1. Copy of program's application 2. Income guidelines to determine eligibility
Non-Profit / For-Profit Organizations	Third Party Vendor for Government Agency
<ol style="list-style-type: none"> 1. Copy of program's application 2. Income guidelines to determine eligibility 3. Affiliation (contract) with a Federal/State/County/City/Local/Government 4. Funding source 	<ol style="list-style-type: none"> 1. Copy of program's application 2. Income guidelines to determine eligibility 3. Affiliation (contract) with a Federal/State/County/City/Local/Government 4. Funding source.
Housing Authority	Apartment Complex/Property Management
<ol style="list-style-type: none"> 1. Copy of tenant's application 2. Income guidelines for low-income housing 3. Complete HUD Schedule or Rural Development Rent Schedule or L.U.R.A. (Land Use Restriction Agreement) 	<ol style="list-style-type: none"> 1. Copy of tenant's application 2. Income guidelines for low-income housing 3. Complete HUD Schedule or Rural Development Rent Schedule or L.U.R.A. (Land Use Restriction Agreement)

Failure to provide supporting documentation, which must include the name of your agency/organization/Agency name, may delay processing of your agreement or disqualify your application.

Purchase order to:
CARAHSOFT TECHNOLOGY CORP
1860 MICHAEL FARADAY DRIVE
STE 100
RESTON, VA 20190

Ship to/end user:

Name:
Title:
Company/Agency:
Email:
Address

Invoice directions:

Name:
Title:
Company/Agency:
Email:
Address:

Please indicate where and if there are special invoice directions:

Please sign the below that you agree to the payment terms to Carahsoft Technology corporation.

- Billing will be monthly and based on the pricing terms and conditions contained in the relevant Schedule(s) for the Service(s) used in the prior month
- Carahsoft FTIN: 52-2189693
- Credit Cards: VISA/MasterCard/AMEX
- Payment Terms: Net 30 (On Approved Credit)
- Sales Tax May Apply – Please provide a Tax Exempt certificate
- Check Yes ___ OR No ___ if your agency will be providing a purchase order
 - o If you check NO please initial HERE that your agency agrees that this signed contract is valid to purchase and bill off of

This purchase order is subject to the above terms.

Buyers Signature:

Name/Title

Date



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

1149 Pearl Street, Beaumont, TX 77701 Phone: 409-835-8593 Fax: 409-835-8456

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent

A handwritten signature in black ink, appearing to be "DC", is written over the name "Deborah Clark" in the "From:" field.

Date: February 13, 2019

Re: Surplus Property Auction

Consider and possibly approve an auction of surplus property as authorized by Local Government Code §263.152 (a) (1) by Horn's Auction, Inc. The auction is schedule for Saturday, March 2, 2019 at 9:00 A.M.

Thank you.

JEFFERSON COUNTY, TEXAS
 1149 PEARL STREET
 BEAUMONT, TX 77701

SURPLUS PROPERTY SALE
 HORN AUCTION

March 2, 2019

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
DISTRICT ATTORNEY	2-DRAWER FILE CABINET		
<i>contact person: Dan'na Rouse</i>			
SHERIFF - CID	SLIDING FILE CABINET		
<i>contact person: Jeffrey Chadney</i>			
ROAD & BRIDGE #4	1991 CHAMP MOTOR GRADER	720A-187-1117-21094	
ROAD & BRIDGE #4	ZT RIDER 20 HP-42 SNAPPER MOWER		
<i>contact person: Kenneth Minkins</i>			
TREASURER	MAROON/RED CHAIR		22354
<i>contact person: Joleen Fregia</i>			

Approved by Commissioners' Court: _____

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: FRAN LEE
SUBJECT: BUDGET TRANSFER
DATE: FEBRUARY 5, 2019

The following budget transfer for Jury is necessary for additional cost for supplies.

110-2027-412-3078 Office Supplies \$ 2,500

110-2027-412-5055 Petit Jurors \$2,500



TINA BENOIT
COURT COORDINATOR
MELANIE SMITH
COURT COORDINATOR

COUNTY COURT AT LAW NO. 2

TERRENCE L. HOLMES, JUDGE
JEFFERSON COUNTY COURTHOUSE
1085 PEARL STREET, SUITE # 207
BEAUMONT, TEXAS 77701
(409) 835-8429

ELIZABETH PARKS
COURT REPORTER
SCOTT PEPP
BAILIFF

To: Auditing
Attn: Fran

Please transfer \$240.00 from account number 12020524123017 into account number 1202054121098 to cover payroll overtime for Tina Benoit.

Thank you,

Judge Terrence Holmes
County Court at Law #2



A. CECIL WALKES, M.D.
COUNTY HEALTH DIRECTOR

Johnnie Roberts, MSW
ADMINISTRATIVE DIRECTOR

Jefferson County Public
Health Department

TO: Fran Lee
First Assistant County Auditor

FROM: A. C. Walkes, MD- Medical Director
Johnnie Roberts, Administrative Director

SUBJECT: Budget Amendment

DATE: February 11, 2019


Jefferson County Public Health Department transports monthly approximately 80 indigent Health Care patients to approved local medical appointments. The Prius and Crown Victoria vehicles assigned to this department no longer are operational. Our department is currently using a loaner from the Maintenance Department. Contingency funds are being requested to help cover the cost of a replacement vehicle.

120-5074-441-6007 #25,526

FROM:
\$11,000 120-5075-441-10-02 Assistants & Clerks

\$14,526 120-9999-415-9999

Your approval is appreciated.



A.C. Walkes, MD.



Johnnie Roberts



PRODUCT PRICING SUMMARY
GOODBUY 17-17 8F000 VEHICLES
VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: JEFFERSON COUNTY

Prepared by: KEN DURBIN

Contact: JOE ZURITA MO # 960-1380

Phone: MO # 409-284-1009

Email: JZURITA@CO.JEFFERSON.TX.US

Email: KDURBIN.COWBOYFLEET@GMA

Product Description 2019 FORD EXPLORER

Date: February 4, 2019

A. Bid Item: 1

A. Base Price: \$ **25,368.00**

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
K7B	EXPLORER BASE MODEL	\$ -		HEALTH DEPT UNIT	
16N	FRONT AND REAR MATS	\$ -		CUSTOMER PICK	
1	TINT WINDOWS	\$ 185.00		1-WHITE EXT	
1	WEATHER TECK FLOOR MATS	\$ 165.00			

Total of B. Published Options: \$ **350.00**

Published Option Discount (5%) \$ **(17.50)**

C. Additional Options [not to exceed 25%]

\$= 0.5 %

Options	Bid Price	Options	Bid Price
RADIO SUPPRESSION PKG.	\$ 125.00		\$ -

Total of C. Unpublished Options: \$ **125.00**

D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ **-**

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ **-**

F. Contract Price Adjustment: \$ **-**

G. Additional Delivery Charge: 0 miles \$ **-**

H. Subtotal: \$ **25,825.50**

I. Quantity Ordered 1 x K = \$ **25,825.50**

J. Trade in: 2007 C.VIC 2FAPP71W67123238 MILES 149,171 \$ **(600.00)**

K. GOODBUY Administrative Fee (\$300 per purchase order) \$ **300.00**

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE \$ **25,525.50**



(409)835-8457
(409)839-2393 FAX

1085 PEARL ST., RM 104
BEAUMONT, TX 77701

BENJAMIN "BEN" COLLINS SR.
JUSTICE OF THE PEACE PRECINCT 1, PLACE 2

MEMORANDUM

To: Commissioners' Court and Auditor
From: Benjamin "Ben" Collins Sr,
Justice of the Peace Pct. 1 Pl. 2
Date: February 13, 2019
Re: Replacing Old/Outdated Office Chairs and Chair Mats

Consider and possible approve line item transfer to purchase four (4) office chairs for \$1,057.20 and four (4) chairs mats for \$259.96 as follows:

\$1,000.00	from account number	120-2042-412.40-52
	to account number	120-2042-412.30-84
\$ 320.00	from account number	120-2042-412.30-78
	to account number	120-2042-412-30.84

Postage
Minor Equipment

Court

Office Supplies
Minor Equipment

Interseries

Thank you

**JEFFERSON COUNTY
JUVENILE PROBATION DEPARTMENT**

AUDIT REPORT

FOR THE YEAR ENDED AUGUST 31, 2018

**GRANT TJJD-A-18-123
GRANT TJJD-M-18-123
GRANT TJJD-W-18-123
GRANT TJJD-P-18-123
GRANT TJJD-R-18-123**

**JEFFERSON COUNTY
JUVENILE PROBATION DEPARTMENT
TEXAS JUVENILE JUSTICE DEPARTMENT GRANT FUNDS
REGULATORY BASIS**

FOR THE YEAR ENDED AUGUST 31, 2018

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PATTILLO, BROWN & HILL, L.L.P.
 CERTIFIED PUBLIC ACCOUNTANTS ■ BUSINESS CONSULTANTS

INDEPENDENT AUDITORS' REPORT

To the Juvenile Board and
 Director of Juvenile Probation Department
 Jefferson County, Texas

Report on the Financial Statements

We have audited the accompanying financial statements of the Texas Juvenile Justice Department Grant Funds of Jefferson County Juvenile Probation Department (Department), which comprise the statement of revenues, expenditures and changes in fund balances-budget and actual-regulatory basis for the year ended August 31, 2018, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the financial reporting provisions of the Texas Juvenile Justice Department. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the revenue earned and expenditures incurred compared to budgeted revenues and expenditures of the Department's Texas Juvenile Justice Department Grant funds for the year ended August 31, 2018, in accordance with the financial reporting provisions of the Texas Juvenile Justice Department as described in Note 1.

Basis of Accounting

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared on the basis of the financial reporting provision of the Texas Juvenile Justice Department, which is a basis of accounting other than accounting principles generally accepted in the United States of America, to comply with the requirements of the Texas Juvenile Justice Department. Our opinion is not modified with respect to that matter.

Emphasis Matter

As discussed in Note 1, the financial statement presents the results of operations of the Department's Texas Juvenile Justice Department Grant Funds only and is not intended to present fairly the results of operations of Jefferson County, Texas in conformity with accounting principles generally accepted in the United States of America.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated January 23, 2019, on our consideration of the Department's internal control over financial reporting and on our tests of its compliance with certain laws, regulations, contracts, grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Department's internal control over financial reporting and compliance.

Restriction on Use

This report is intended solely for the information and use of management, Jefferson County, others within Jefferson County Juvenile Probation Department and the Texas Juvenile Justice Department and is not intended to be and should not be used by anyone other than these specified parties.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
January 23, 2019

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FINANCIAL SECTION

**JEFFERSON COUNTY JUVENILE PROBATION DEPARTMENT
TEXAS JUVENILE JUSTICE DEPARTMENT GRANT FUNDS**

**STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE BY CONTRACT
BUDGET AND ACTUAL (REGULATORY BASIS)**

FOR THE YEAR ENDED AUGUST 31, 2018

	A-2018-123		
	Budget	Actual	Variance Favorable (Unfavorable)
REVENUE			
TJJD funds	\$ 1,288,604	\$ 1,288,604	\$ -
Total Revenue	<u>1,288,604</u>	<u>1,288,604</u>	<u>-</u>
EXPENDITURES			
Basic probation services	306,418	306,418	-
Community programs	483,237	483,237	-
Pre post adjudication	247,925	247,925	-
Commitment diversion	143,041	143,041	-
Mental health services	<u>107,983</u>	<u>107,983</u>	<u>-</u>
Total Expenditures	<u>1,288,604</u>	<u>1,288,604</u>	<u>-</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	-	-
FUND BALANCE, BEGINNING OF YEAR	<u>-</u>	<u>-</u>	<u>-</u>
FUND BALANCE, END OF YEAR	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
ADDITIONAL INFORMATION:			
Refunds paid to TJJD:			
November 5, 2018			<u>\$ 76,968</u>

The accompanying notes are an integral part of these financial statements.

M-2018-123			W-2018-123				
Budget	Actual	Variance Favorable (Unfavorable)	Total Budget	Prior Year Activity	Current Year Activity	To Date Activity	Budget Variance
\$ 54,703	\$ 54,703	\$ -	\$ 4,885	\$ -	\$ 4,885	\$ 4,885	-
<u>54,703</u>	<u>54,703</u>	<u>-</u>	<u>4,885</u>	<u>-</u>	<u>4,885</u>	<u>4,885</u>	<u>-</u>
-	-	-	-	-	-	-	-
54,703	54,703	-	4,885	-	-	-	4,885
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
<u>54,703</u>	<u>54,703</u>	<u>-</u>	<u>4,885</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>4,885</u>
-	-	-	-	-	4,885	4,885	(4,885)
-	-	-	-	-	-	-	-
<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 4,885</u>	<u>\$ 4,885</u>	<u>\$ (4,885)</u>
		<u>\$ -</u>			<u>\$ -</u>		

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**JEFFERSON COUNTY
JUVENILE PROBATION DEPARTMENT
TEXAS JUVENILE JUSTICE DEPARTMENT GRANT FUNDS**

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED AUGUST 31, 2018

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Entity

The Texas Juvenile Justice Department Grant Funds of Jefferson County (the “Funds”) were established to account for juvenile probation services funded by the Texas Juvenile Justice Department (TJJD) in Jefferson County, Texas.

The Funds provide separate accountability as required under the State Financial Assistance Contract, by TJJD. The Funds are used to account for each separate program, matching funds and all related expenditures incurred.

Basis of Accounting

The financial statements were prepared in conformity with the accounting practices prescribed by TJJD, which prescribes policies and procedures for county probation departments, which is a comprehensive basis of accounting other than generally accepted accounting principles. These accounting practices include the following:

- The financial statements are reported using the accrual basis of accounting. Revenues are recorded when all eligibility requirements have been met and expenditures are recorded when incurred.
- The accompanying financial statements do not represent financial statements prepared in accordance with provisions for governmental funds as prescribed by the Governmental Accounting Standards Board.
- The accompanying financial statements are prepared in a format to facilitate uniform financial reporting by county probation departments.

2. RECONCILIATION OF INTEREST EARNED

Idle funds were maintained in an interest bearing account. The reconciliation of interest earned on funds received from TJJD is as follows:

	Interest Earned TJJD Funds Fiscal Year 2018	Interest Earned Title IV-E Funds Fiscal Year 2018	Total Interest
Beginning balance, September 1, 2017	\$ 65,652	\$ 255,169	\$ 320,821
Interest earned on funds received from TJJD in the period of September 1, 2017 - August 31, 2018	<u>6,299</u>	<u>3,905</u>	<u>10,204</u>
Total interest at August 31, 2018	<u>71,951</u>	<u>259,074</u>	<u>331,025</u>
Minus interest expenditures in FY 2018	<u>-</u>	<u>-</u>	<u>-</u>
Ending balance, August 31, 2018	<u>\$ 71,951</u>	<u>\$ 259,074</u>	<u>\$ 331,025</u>

3. OPERATING COSTS FOR A SECURE JUVENILE FACILITY OPERATED BY JEFFERSON COUNTY

The Department operates one secure juvenile facility – a pre-adjudication facility. The schedule of expenditures for each facility is as follows:

Operating Costs
Jefferson County Pre-Adjudication Juvenile Facility
For the Year Ended August 31, 2018

	TJJD Funding	Local Funding	Total
Salary related expenses	\$ -	\$ 1,932,655	\$ 1,932,655
Student related expenses	-	53,000	53,000
Facility expenses	<u>-</u>	<u>285,072</u>	<u>285,072</u>
Total Operating Expenditures	<u>\$ -</u>	<u>\$ 2,270,727</u>	<u>\$ 2,270,727</u>

4. FEDERAL FINANCIAL ASSISTANCE

The Texas Juvenile Justice Department administers, along with the Texas Department of Family and Protective Services, the Title IV-E Program (CFDA 93.658). TJJD disburses funds to Jefferson County Juvenile Probation Department on a cost reimbursement basis. The Department did not receive any Title IV-E funds during fiscal year 2018.

5. FINANCIAL MATCH REQUIREMENTS

To receive Texas Juvenile Department state funds, the juvenile probation departments are required to certify that the amount of local or county funds expended for juvenile services is at least equal to or greater than the amount spent in the 2006 county fiscal year excluding construction and capital outlay expenses. A confirmation of local funds for the year ending August 31, 2018 is required and presented below:

Local Funding Expended (less construction and capital outlay)

FY 2018	\$ 4,071,437
FY 2006	3,010,649

The Juvenile Probation Department certified the financial match requirements were fulfilled in FY 2018.

6. STATE FINANCIAL ASSISTANCE

- a. The Texas Juvenile Justice Department provided the County the following funds for the JJAEP Juvenile Reimbursement Grant funds. A confirmation of revenue received in the year ending August 31, 2018 is required and presented below.

	Amount Received (Cash Basis)
<u>Contract Number</u>	<u>August 31, 2018</u>
P-18-123	\$49,056

- b. The Texas Juvenile Justice Department provided approval for the County for the following funds: Grant W Juvenile Justice Alternative Education Program Discretionary Grant funds that can be used over a two year period. The following indicates the amounts that are available to be carried forward to the subsequent year and amounts that were expended from prior year contracts.

	Amounts Carried Forward to	Amount Brought Forward
<u>Contract Number</u>	<u>Fiscal Year August 31, 2018</u>	From <u>Fiscal Year August 31, 2017</u>
W-18-123	\$4,885	\$ -

- c. The Texas Juvenile Justice Department provided the County the following funds for the Grant R - Regional Diversion Alternatives (RDA) Program Reimbursement Grant funds. A confirmation of revenue received in the year ending August 31, 2018 is required and presented below.

	Amount Received (Cash Basis)
<u>Contract Number</u>	<u>August 31, 2018</u>
R-18-123	\$7,484

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COMPLIANCE SECTION

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P A T T I L L O , B R O W N & H I L L , L . L . P .
 CERTIFIED PUBLIC ACCOUNTANTS ■ BUSINESS CONSULTANTS

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Juvenile Board and
 Director of Juvenile Probation Department
 Jefferson County, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Texas Juvenile Justice Department Grant Funds of Jefferson County Juvenile Probation (Department), and have issued our report thereon dated January 23, 2019.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Department's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Department's internal control. Accordingly, we do not express an opinion on the effectiveness of the Department's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Department's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
January 23, 2019

**JEFFERSON COUNTY
JUVENILE PROBATION DEPARTMENT
TEXAS JUVENILE JUSTICE DEPARTMENT GRANT FUNDS**

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE YEAR ENDED AUGUST 31, 2018

There were no findings or questioned costs in the current year.

**JEFFERSON COUNTY
JUVENILE PROBATION DEPARTMENT
TEXAS JUVENILE JUSTICE DEPARTMENT GRANT FUNDS**

SCHEDULE OF PRIOR YEAR FINDINGS AND QUESTIONED COSTS

FOR THE YEAR ENDED AUGUST 31, 2018

There were no findings or questioned costs in the prior year.

**JEFFERSON COUNTY
COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

**FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION**

**FOR THE YEAR ENDED
AUGUST 31, 2018**

WITH INDEPENDENT AUDITORS' REPORT

**JEFFERSON COUNTY
COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

YEAR ENDED AUGUST 31, 2018

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**JEFFERSON COUNTY
COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

YEAR ENDED AUGUST 31, 2018

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P A T T I L L O , B R O W N & H I L L , L . L . P .
 CERTIFIED PUBLIC ACCOUNTANTS ■ BUSINESS CONSULTANTS

INDEPENDENT AUDITORS' REPORT

Jefferson County Community
 Supervision and Corrections Department
 Jefferson County, Texas

We have audited the accompanying financial statements of the Jefferson County Community Supervision and Corrections Department (CSCD), which comprise the combined statement of financial position as of August 31, 2018, the combined statement of revenue, expenditures and changes in fund balance, the combining statements of revenue, expenditures and changes in fund balance, and the individual statements of revenue, expenditures and changes in fund balance – budget, actual and variance for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated January 25, 2019.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the provisions of the Texas Department of Criminal Justice – Community Justice Assistance Division (TDCJ-CJAD); this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to the financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is significant and appropriate to provide a basis for our opinion.

Opinion

In our opinion, the financial statements referred to in the first paragraph present fairly, in all material respects, combined statement of financial position as of August 31, 2018, the combined statement of revenue, expenditures and changes in fund balance, the combining statements of revenue, expenditures and changes in fund balance, the individual statements of revenue, expenditures and changes in fund balance – budget, actual and variance for the year ended August 31, 2018, and the related notes to the financial statements of Jefferson County CSCD, in accordance with the financial reporting provisions of the TDCJ-CJAD as described in Note 1.

Basis of Accounting

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared on the basis of the financial reporting provisions of the TDCJ-CJAD, which is a basis of accounting other than accounting principles generally accepted in the United States of America, to comply with the requirements of the TDCJ-CJAD. Our opinion is not modified with respect to that matter.

Emphasis of Matter

As discussed in Note 1, the financial statements present the operations of the Jefferson County CSCD only, and are not intended to present fairly the financial position of Jefferson County, Texas and the results of its operations in conformity with accounting principles generally accepted in the United States of America.

Other Matters

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Jefferson County CSCD's basic financial statements. The accompanying supplementary information is presented for purposes of additional analysis and is not a required part of the basic financial statements. The Schedules of Differences Between Audit Report and CSCD Reports as Submitted to TDCJ-CJAD are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated January 25, 2019, on our consideration of the Jefferson County CSCD's internal control over financial reporting and on our tests of its compliance with certain provisions of laws and regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Jefferson County CSCD's internal control over financial reporting and compliance.

Restriction of Use

This report is intended solely for the information and use of the management of Jefferson County CSCD, others within the organization, and the Texas Department of Criminal Justice - Community Justice Assistance Division and is not intended to be and should not be used by anyone other than these specified parties.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
January 25, 2019

**JEFFERSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

COMBINED STATEMENT OF FINANCIAL POSITION

AUGUST 31, 2018

ASSETS

	Basic Supervision	Community Corrections	Diversion Programs	Total
Cash and investments				
Bank balances	\$ 860,869	\$ 138,936	\$ 370,568	\$ 1,370,373
Total Cash and Investments	860,869	138,936	370,568	1,370,373
Accounts Receivable				
Community Supervision Fees	146,924	-	-	146,924
Other	33,550	-	43,943	77,493
Total Accounts Receivable	180,474	-	43,943	224,417
 Total Assets	\$ 1,041,343	\$ 138,936	\$ 414,511	\$ 1,594,790

LIABILITIES AND FUND BALANCE

Liabilities				
Accounts payable	\$ 215,030	\$ 21,388	\$ 119,976	\$ 356,394
Total Liabilities	215,030	21,388	119,976	356,394
 Fund Balance	826,313	117,548	294,535	1,238,396
 Total Liabilities and Fund Balance	\$ 1,041,343	\$ 138,936	\$ 414,511	\$ 1,594,790

The accompanying notes are an integral part of these financial statements.

**JEFFERSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

**COMBINED STATEMENT OF REVENUE, EXPENDITURES
AND CHANGES IN FUND BALANCE**

FOR THE YEAR ENDED AUGUST 31, 2018

	Basic Supervision	Community Corrections	Diversion Programs	Total
REVENUE				
State aid	\$ 1,438,749	\$ 553,455	\$ 2,033,039	\$ 4,025,243
State aid: SAFPF	94,826	-	-	94,826
Total State Aid	<u>1,533,575</u>	<u>553,455</u>	<u>2,033,039</u>	<u>4,120,069</u>
Community supervision fees	1,954,783	-	-	1,954,783
Payments by program participants	110,856	-	250,197	361,053
Interest income	17,053	-	-	17,053
Other revenue	281,029	-	30,682	311,711
Total Revenue	<u>3,897,296</u>	<u>553,455</u>	<u>2,313,918</u>	<u>6,764,669</u>
EXPENDITURES				
Salaries and fringe benefits	3,609,573	384,192	1,634,780	5,628,545
Travel and furnished transportation	27,347	10,657	64,031	102,035
Contract services for offenders	5,272	-	23,299	28,571
Professional fees	113,777	4,872	17,935	136,584
Supplies and operating expenses	37,852	431	173,867	212,150
Facilities	-	-	75,666	75,666
Utilities	3,657	-	46,651	50,308
Equipment	63,595	2,760	16,149	82,504
Total Expenditures	<u>3,861,073</u>	<u>402,912</u>	<u>2,052,378</u>	<u>6,316,363</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	36,223	150,543	261,540	448,306
OTHER FINANCING SOURCES (USES)				
CC interfund transfer	-	(32,995)	32,995	-
Total Other Financing Sources (Uses)	<u>-</u>	<u>(32,995)</u>	<u>32,995</u>	<u>-</u>
<u>PRIOR YEAR ENDING FUND BALANCE</u>	1,020,734	-	-	1,020,734
Prior period adjustment	(129)	-	-	(129)
Prior period refund paid to CJAD	(230,515)	-	-	(230,515)
Adjusted Beginning Fund Balance	<u>790,090</u>	<u>-</u>	<u>-</u>	<u>790,090</u>
AUDITED YEAR ENDING FUND BALANCE	<u>\$ 826,313</u>	<u>\$ 117,548</u>	<u>\$ 294,535</u>	<u>\$ 1,238,396</u>

The accompanying notes are an integral part of these financial statements.

**JEFFERSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

ALL COMMUNITY CORRECTIONS FUNDS

**COMBINING STATEMENT OF REVENUE, EXPENDITURES
AND CHANGES IN FUND BALANCE**

FOR THE YEAR ENDED AUGUST 31, 2018

	<u>CC Program CSR</u>	<u>CC Program High Need</u>	<u>Total</u>
REVENUE			
State aid	\$ 464,251	\$ 89,204	\$ 553,455
Total Revenue	<u>464,251</u>	<u>89,204</u>	<u>553,455</u>
EXPENDITURES			
Salaries and fringe benefits	315,712	68,480	384,192
Travel and furnished transportation	8,814	1,843	10,657
Professional fees	4,202	670	4,872
Supplies and operating expenses	431	-	431
Equipment	<u>1,380</u>	<u>1,380</u>	<u>2,760</u>
Total Expenditures	<u>330,539</u>	<u>72,373</u>	<u>402,912</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	133,712	16,831	150,543
OTHER FINANCING SOURCES (USES)			
CC interfund transfer	(32,995)	-	(32,995)
Total Other Financing Sources (Uses)	<u>(32,995)</u>	<u>-</u>	<u>(32,995)</u>
PRIOR YEAR ENDING FUND BALANCE	<u>-</u>	<u>-</u>	<u>-</u>
AUDITED YEAR ENDING FUND BALANCE	<u>\$ 100,717</u>	<u>\$ 16,831</u>	<u>\$ 117,548</u>

The accompanying notes are an integral part of these financial statements.

**JEFFERSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

ALL DIVERSION PROGRAM FUNDS

**COMBINING STATEMENT OF REVENUE, EXPENDITURES
AND CHANGES IN FUND BALANCE**

FOR THE YEAR ENDED AUGUST 31, 2018

	<u>Women's Center</u>	<u>Intervention & Pre-Trial</u>	<u>Mental Health</u>	<u>Total</u>
REVENUE				
State aid	\$ 1,446,621	\$ 446,254	\$ 140,164	\$ 2,033,039
Payments by program participants	172,571	77,626	-	250,197
Other revenue	<u>30,682</u>	<u>-</u>	<u>-</u>	<u>30,682</u>
Total Revenue	<u>1,649,874</u>	<u>523,880</u>	<u>140,164</u>	<u>2,313,918</u>
EXPENDITURES				
Salaries and fringe benefits	1,054,371	470,968	109,441	1,634,780
Travel and furnished transportation	57,037	6,576	418	64,031
Contract services for offenders	23,299	-	-	23,299
Professional fees	13,536	3,347	1,052	17,935
Supplies and operating expenses	169,401	4,466	-	173,867
Facilities	75,666	-	-	75,666
Utilities	46,651	-	-	46,651
Equipment	<u>9,572</u>	<u>1,226</u>	<u>5,351</u>	<u>16,149</u>
Total Expenditures	<u>1,449,533</u>	<u>486,583</u>	<u>116,262</u>	<u>2,052,378</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	200,341	37,297	23,902	261,540
OTHER FINANCING SOURCES (USES)				
CC interfund transfer	<u>10,657</u>	<u>21,445</u>	<u>893</u>	<u>32,995</u>
Total Other Financing Sources (Uses)	<u>10,657</u>	<u>21,445</u>	<u>893</u>	<u>32,995</u>
PRIOR YEAR ENDING FUND BALANCE	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
AUDITED YEAR ENDING FUND BALANCE	<u>\$ 210,998</u>	<u>\$ 58,742</u>	<u>\$ 24,795</u>	<u>\$ 294,535</u>

The accompanying notes are an integral part of these financial statements.

**JEFFERSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

**INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET, ACTUAL AND VARIANCE**

BASIC SUPERVISION

FOR THE YEAR ENDED AUGUST 31, 2018

	Budget	Actual	Variance Favorable (Unfavorable)
REVENUE			
State aid	\$ 1,438,749	\$ 1,438,749	\$ -
State aid: SAFPF payments	60,000	94,826	34,826
Total State Aid	1,498,749	1,533,575	34,826
Community supervision fees	1,925,000	1,954,783	29,783
Payments by program participants	212,000	110,856	(101,144)
Interest income	5,000	17,053	12,053
Other revenue	208,000	281,029	73,029
Total Revenue	3,848,749	3,897,296	48,547
EXPENDITURES			
Salaries and fringe benefits	3,823,338	3,609,573	213,765
Travel and furnished transportation	68,000	27,347	40,653
Contract services for offenders	7,000	5,272	1,728
Professional fees	131,971	113,777	18,194
Supplies and operating expenses	530,169	37,852	492,317
Utilities	8,490	3,657	4,833
Equipment	70,000	63,595	6,405
Total Expenditures	4,638,968	3,861,073	777,895
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	(790,219)	36,223	826,442
PRIOR YEAR ENDING FUND BALANCE	1,020,734	1,020,734	-
Prior period adjustment	-	(129)	(129)
Prior period refund paid to CJAD	-	(230,515)	(230,515)
Adjusted Beginning Fund Balance	1,020,734	790,090	(230,644)
AUDITED YEAR ENDING FUND BALANCE	\$ 230,515	\$ 826,313	\$ 595,798

The accompanying notes are an integral part of these financial statements.

**JEFFERSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

**INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET, ACTUAL AND VARIANCE**

**COMMUNITY CORRECTIONS PROGRAM
CSR**

FOR THE YEAR ENDED AUGUST 31, 2018

	Budget	Actual	Variance Favorable (Unfavorable)
REVENUE			
State aid	\$ 464,251	\$ 464,251	\$ -
Total Revenue	464,251	464,251	-
EXPENDITURES			
Salaries and fringe benefits	316,840	315,712	1,128
Travel and furnished transportation	18,900	8,814	10,086
Professional fees	4,482	4,202	280
Supplies and operating expenses	78,960	431	78,529
Equipment	12,074	1,380	10,694
Total Expenditures	431,256	330,539	100,717
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	32,995	133,712	100,717
OTHER FINANCING SOURCES (USES)			
CC interfund transfer	(32,995)	(32,995)	-
Total Other Financing Sources (Uses)	(32,995)	(32,995)	-
PRIOR YEAR ENDING FUND BALANCE	-	-	-
AUDITED YEAR ENDING FUND BALANCE	\$ -	\$ 100,717	\$ 100,717

The accompanying notes are an integral part of these financial statements.

**JEFFERSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

**INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET, ACTUAL AND VARIANCE**

**COMMUNITY CORRECTIONS PROGRAM
HIGH NEED**

FOR THE YEAR ENDED AUGUST 31, 2018

	Budget	Actual	Variance Favorable (Unfavorable)
REVENUE			
State aid	\$ 89,204	\$ 89,204	\$ -
Total Revenue	89,204	89,204	-
EXPENDITURES			
Salaries and fringe benefits	75,959	68,480	7,479
Travel & furnished transportation	5,250	1,843	3,407
Professional fees	670	670	-
Supplies & operating expenses	5,375	-	5,375
Equipment	1,950	1,380	570
Total Expenditures	89,204	72,373	16,831
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES			
	-	16,831	16,831
PRIOR YEAR ENDING FUND BALANCE			
	-	-	-
AUDITED YEAR ENDING FUND BALANCE			
	\$ -	\$ 16,831	\$ 16,831

The accompanying notes are an integral part of these financial statements.

**JEFFERSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

**INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET, ACTUAL AND VARIANCE**

**DIVERSION PROGRAM
WOMEN'S CENTER**

FOR THE YEAR ENDED AUGUST 31, 2018

	Budget	Actual	Variance Favorable (Unfavorable)
REVENUE			
State aid	\$ 1,446,621	\$ 1,446,621	\$ -
Payments by program participants	122,400	172,571	50,171
Other revenue	2,000	30,682	28,682
Total Revenue	1,571,021	1,649,874	78,853
EXPENDITURES			
Salaries and fringe benefits	1,080,803	1,054,371	26,432
Travel and furnished transportation	79,700	57,037	22,663
Contract services for offenders	32,960	23,299	9,661
Professional fees	18,950	13,536	5,414
Supplies and operating expenses	215,855	169,401	46,454
Facilities	77,220	75,666	1,554
Utilities	58,900	46,651	12,249
Equipment	17,290	9,572	7,718
Total Expenditures	1,581,678	1,449,533	132,145
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	(10,657)	200,341	210,998
OTHER FINANCING SOURCES (USES)			
CC interfund transfer	10,657	10,657	-
Total Other Financing Sources (Uses)	10,657	10,657	-
PRIOR YEAR ENDING FUND BALANCE	-	-	-
AUDITED YEAR ENDING FUND BALANCE	\$ -	\$ 210,998	\$ 210,998

The accompanying notes are an integral part of these financial statements.

**JEFFERSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

**INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET, ACTUAL AND VARIANCE**

**DIVERSION PROGRAM
INTERVENTION AND PRE-TRIAL DIVERSION**

FOR THE YEAR ENDED AUGUST 31, 2018

	Budget	Actual	Variance Favorable (Unfavorable)
REVENUE			
State aid	\$ 446,254	\$ 446,254	\$ -
Payments by program participants	<u>73,500</u>	<u>77,626</u>	<u>4,126</u>
Total Revenue	<u>519,754</u>	<u>523,880</u>	<u>4,126</u>
EXPENDITURES			
Salaries and fringe benefits	499,140	470,968	28,172
Travel and furnished transportation	15,200	6,576	8,624
Professional fees	4,847	3,347	1,500
Supplies and operating expenses	19,412	4,466	14,946
Equipment	<u>2,600</u>	<u>1,226</u>	<u>1,374</u>
Total Expenditures	<u>541,199</u>	<u>486,583</u>	<u>54,616</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	(21,445)	37,297	58,742
OTHER FINANCING SOURCES (USES)			
CC interfund transfer	<u>21,445</u>	<u>21,445</u>	<u>-</u>
Total Other Financing Sources (Uses)	<u>21,445</u>	<u>21,445</u>	<u>-</u>
AUDITED YEAR ENDING FUND BALANCE	<u>\$ -</u>	<u>\$ 58,742</u>	<u>\$ 58,742</u>

The accompanying notes are an integral part of these financial statements.

**JEFFERSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

**INDIVIDUAL STATEMENT OF REVENUE, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET, ACTUAL AND VARIANCE**

**DIVERSION PROGRAM
MENTAL HEALTH**

FOR THE YEAR ENDED AUGUST 31, 2018

	Budget	Actual	Variance Favorable (Unfavorable)
REVENUE			
State aid	\$ 140,164	\$ 140,164	\$ -
Total Revenue	140,164	140,164	-
EXPENDITURES			
Salaries and fringe benefits	117,562	109,441	8,121
Travel and furnished transportation	5,500	418	5,082
Professional fees	5,052	1,052	4,000
Supplies and operating expenses	5,443	-	5,443
Equipment	7,500	5,351	2,149
Total Expenditures	141,057	116,262	24,795
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	(893)	23,902	24,795
OTHER FINANCING SOURCES (USES)			
CC interfund transfer	893	893	-
Total Other Financing Sources (Uses)	893	893	-
PRIOR YEAR ENDING FUND BALANCE	-	-	-
AUDITED YEAR ENDING FUND BALANCE	\$ -	\$ 24,795	\$ 24,795

The accompanying notes are an integral part of these financial statements.

**JEFFERSON COUNTY
COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED AUGUST 31, 2018

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity

The accompanying financial statements include the revenue of the Jefferson County Community Supervision and Corrections Department (CSCD) related to the receipt of funds administered by the Community Justice Assistance Division of the Texas Department of Criminal Justice from State Appropriations for the Basic Supervision Fund, Community Corrections funds, Diversion Program Grant Funds, local fees collected for the use of the CSCD, and the expenditures of those funds.

The Jefferson County Community Supervision and Corrections Department, a special purpose district of State government, was organized to provide certain adult probation services to judicial districts.

Basis of Accounting

Since the Department receives funding from State government, it must comply with the requirements of the State. Therefore, the financial statements were prepared using the basis of accounting prescribed by the TDCJ-CJAD, a comprehensive basis of accounting other than generally accepted accounting principles.

Basis of accounting refers to the time at which revenues and expenditures are recognized in the accounts and reported in the statements. The accounts of Jefferson County CSCD are organized on the basis of fund accounting, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund balance, revenues, and expenditures. Resources are allocated to and accounted for in a fund based upon the source of the funds and the purposes for which they may be spent and the means by which the spending activities are controlled for the specific activities in accordance with laws, regulations, or other restrictions. Revenues and expenditures are accounted for using either the cash basis of accounting or the modified accrual basis of accounting until the last quarter when the modified accrual basis of accounting must be used.

The modified accrual basis of accounting is followed in that revenues are recorded when susceptible to accrual; i.e., earned, measurable and available. Available means collectible within the current period or soon enough thereafter to be used to pay liabilities for the current period. Revenues received by October 31 for financial activity performed by August 31 are considered available. Also purchases for which the commitment has been established by August 31 are considered liabilities regardless of whether possession of these goods has been received by August 31 provided that the liability purchase is received and is paid for by October 31. Exception to this method of accounting is the recording of refunds to the State as reductions of Fund Balance.

Funds of the Jefferson County CSCD are grouped into the agency fund type for the purpose of operation on the Jefferson County, Texas accounting system. Accounting agency funds are accounts established for deposit and disbursement of funds which are not controlled through the Jefferson County, Texas budget process and are held in purely a custodial capacity.

Budgets (Accounting and Legal Compliance)

Pursuant to Government Code, Section 76.004, the budgets governing the funding to the programs are prepared biennially, then approved by the district judges and the criminal court-at-law judges with jurisdiction over the department and by the TDCJ-CJAD.

Only budget adjustment requests, at year end, received by September 30, will be reviewed and approved/disapproved by TDCJ-CJAD. TDCJ-CJAD will not accept any budget adjustments after September 30, 2018 for the previous fiscal year. Only budget adjustments approved by TDCJ-CJAD are referred to in performing the financial audit.

2. ONE-TIME/SUPPLEMENTAL PAYMENTS

The Department did not have any one-time/supplemental payments in fiscal year 2018.

3. DEOBLIGATIONS

The Department did not have any deobligated funds in fiscal year 2018.

4. INTERFUND TRANSFERS

During the fiscal year, the Community Corrections Program – CSR transferred \$32,995 to Diversion Programs; \$10,657 to Women’s Center, \$893 to Mental Health, and \$21,445 to Intervention & Pre-Trial. These transfers were made to cover cost-of-living salary increases in the Diversion Programs.

5. PRIOR PERIOD ADJUSTMENTS

A prior period adjustment of \$129 from Basic Supervision was made in fiscal year 2018 as a result of an unfavorable budget variance in excess of 15% of the final approved budget in the prior fiscal year.

6. REFUNDS

During the fiscal year there was a Prior Year Refund for Basic Supervision in the amount of \$230,515.

7. CASH, COLLECTIONS, CHANGE FUND, PETTY CASH AND INVESTMENTS

Collection or clearing accounts are trust funds and must be covered by pledged collateral to cover the estimated highest daily balance of funds operated in conjunction with or through the county depository by the CSCD. Collection accounts must be transferred to the county treasury within the time frames listed in Local Government Code 113.022. All CSCD funds must be in the county treasury and must be disbursed by the County Treasurer.

The CSCD maintains a change fund totaling \$300, consisting of \$150 at the CSCD's office in Beaumont, Texas, and \$150 at the CSCD's office in Port Arthur, Texas. All employees maintaining and administering the change fund are covered by the Employee Surety Bond. A change fund is not considered a petty cash fund and it is used strictly for making change in connection with collections that are due and payable to the CSCD.

The residential treatment program maintains a petty cash fund. The petty cash balance is \$1,000 and is used for miscellaneous office expenditures. Expenditures are processed through cash. The petty cash account is replenished through the county's purchase order system.

Idle funds to be invested, if any, shall only be within the depository of the County in a manner that protects the integrity of the principal and guarantees no loss of principal to the CSCD.

8. EXCESS OF EXPENDITURES OVER BUDGETS IN INDIVIDUAL PROGRAMS

The Department had no excess expenditures over \$15,000 or 15% of the approved line item budget amount.

9. FUNDS COLLECTED BY THE CSCD FROM SOURCES OTHER THAN TDCJ-CJAD WHICH ARE REQUIRED TO BE REPORTED ON THE TDCJ-CJAD QUARTERLY FINANCIAL REPORTS

The Department utilized the following funds collected from sources other than TDCJ-CJAD which are required to be reported for the year ended August 31, 2018:

Source	Amount Received	Restrictions for Use	Expended in Accordance with Restrictions
Community Supervision Fees	\$ 1,954,783	<i>Financial Management Manual for TDCJ-CJAD Funding</i> restrictions	Yes
<u>Payments by Program</u>			
<u>Participants:</u>			
Alcohol/Drug Education Program	22,075	<i>Financial Management Manual for TDCJ-CJAD Funding</i> restrictions	Yes
Assessment Fees	18,318	<i>Financial Management Manual for TDCJ-CJAD Funding</i> restrictions	Yes
Batterer's Treatment Program	12,434	<i>Financial Management Manual for TDCJ-CJAD Funding</i> restrictions	Yes
Credit Card Fee	(4,259)	<i>Financial Management Manual for TDCJ-CJAD Funding</i> restrictions	Yes
Drug Behavior Education Class	1,815	<i>Financial Management Manual for TDCJ-CJAD Funding</i> restrictions	Yes
Drug Intervention Fees	28,032	<i>Financial Management Manual for TDCJ-CJAD Funding</i> restrictions	Yes
MRT Fee	17,346	<i>Financial Management Manual for TDCJ-CJAD Funding</i> restrictions	Yes
Pretrial Intervention (Diversion) Program	2,721	Texas Code of Criminal Procedure Chapter 102.012; <i>Financial Management Manual for TDCJ-CJAD Funding</i> restrictions	Yes
Fees	679		
Sex Offender Fees	2,211	<i>Financial Management Manual for TDCJ-CJAD Funding</i> restrictions	Yes
Theft Class	11,877	<i>Financial Management Manual for TDCJ-CJAD Funding</i> restrictions	Yes
UA Fees	3,615	<i>Financial Management Manual for TDCJ-CJAD Funding</i> restrictions	Yes
Unclaimed Restitution	106	<i>Financial Management Manual for TDCJ-CJAD Funding</i> restrictions	Yes
Impulse Control Education Program	(6,114)	<i>Financial Management Manual for TDCJ-CJAD Funding</i> restrictions	Yes
Board, Lodging, & Transportation	172,571	<i>Financial Management Manual for TDCJ-CJAD Funding</i> restrictions	Yes
Drop Program Fee	17,434	<i>Financial Management Manual for TDCJ-CJAD Funding</i> restrictions	Yes
Drug Diversion Fee	60,192	<i>Financial Management Manual for TDCJ-CJAD Funding</i> restrictions	Yes
Total Payments by Program Participants:	361,053		
Interest Income	17,053	<i>Financial Management Manual for TDCJ-CJAD Funding</i> restrictions	Yes

Other Revenue:

Transaction		Code of Criminal Procedure Article 102.072;	Yes
Administrative Fees	\$ 49,324	<i>Financial Management Manual for TDCJ-CJAD Funding</i> restrictions	
Admin Fee Application	17,372	<i>Financial Management Manual for TDCJ-CJAD Funding</i> restrictions	Yes
Food Stamp Prosecution	11,305	<i>Financial Management Manual for TDCJ-CJAD Funding</i> restrictions	Yes
Miscellaneous		<i>Financial Management Manual for TDCJ-CJAD Funding</i> restrictions	Yes
Repayments	15	<i>Financial Management Manual for TDCJ-CJAD Funding</i> restrictions	Yes
PSI Fees	203,009	<i>Financial Management Manual for TDCJ-CJAD Funding</i> restrictions	Yes
Service Fees	5	<i>Financial Management Manual for TDCJ-CJAD Funding</i> restrictions	Yes
Other Revenue			
(Vending, miscellaneous sales and refund) - Women's Center	30,681	<i>Financial Management Manual for TDCJ-CJAD Funding</i> restrictions	Yes
Total Other Revenue:	311,711		

Locally generated revenues are expended in accordance with the Financial Management Manual for TDCJ-CJAD Funding, TDCJ-CJAD Funding and Fiscal Management Updates, TDCJ-CJAD Standards, TDCJ-CJAD Field Correspondence, TDCJ-CJAD Policy Statements, Standard and Special Grant Conditions, and applicable laws.

10. COMMITMENTS AND CONTINGENCIES

The Department is contingently liable in respect to lawsuits and other claims in the ordinary course of its operations. The potential settlement (if any) of such contingencies under the budgetary process would require appropriation of revenues yet to be realized and in the opinion of Department management would not materially affect the financial position of the Department at August 31, 2018.

11. SUBSEQUENT EVENTS

The department had no subsequent events that require disclosure.

SUPPLEMENTARY SCHEDULES

**JEFFERSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

**SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD**

BASIC SUPERVISION

FOR THE YEAR ENDED AUGUST 31, 2018

	Audit	Per CSCD Report	Difference
REVENUE			
State aid	\$ 1,438,749	\$ 1,438,749	\$ -
State aid: SAFPF payments	94,826	94,826	-
Total State Aid	<u>1,533,575</u>	<u>1,533,575</u>	<u>-</u>
Community supervision fees	1,954,783	1,954,783	-
Payments by program participants	110,856	110,856	-
Interest income	17,053	17,053	-
Other revenue	<u>281,029</u>	<u>281,029</u>	<u>-</u>
Total Revenue	<u>3,897,296</u>	<u>3,897,296</u>	<u>-</u>
EXPENDITURES			
Salaries and fringe benefits	3,609,573	3,609,573	-
Travel and furnished transportation	27,347	27,347	-
Contract services for offenders	5,272	5,272	-
Professional fees	113,777	113,777	-
Supplies and operating expenses	37,852	37,852	-
Utilities	3,657	3,657	-
Equipment	<u>63,595</u>	<u>63,595</u>	<u>-</u>
Total Expenditures	<u>3,861,073</u>	<u>3,861,073</u>	<u>-</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	36,223	36,223	-
PRIOR YEAR ENDING FUND BALANCE	1,020,734	1,020,734	-
Prior period adjustment	(129)	(129)	-
Prior period refund paid to CJAD	<u>(230,515)</u>	<u>(230,515)</u>	<u>-</u>
Adjusted Beginning Fund Balance	<u>790,090</u>	<u>790,090</u>	<u>-</u>
AUDITED YEAR ENDING FUND BALANCE	<u>\$ 826,313</u>	<u>\$ 826,313</u>	<u>\$ -</u>

**JEFFERSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

**SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD**

**COMMUNITY CORRECTIONS PROGRAM
CSR**

FOR THE YEAR ENDED AUGUST 31, 2018

	<u>Audit</u>	<u>Per CSCD Report</u>	<u>Difference</u>
REVENUE			
State aid	\$ 464,251	\$ 464,251	\$ -
Total Revenue	<u>464,251</u>	<u>464,251</u>	<u>-</u>
EXPENDITURES			
Salaries and fringe benefits	315,712	315,712	-
Travel and furnished transportation	8,814	8,814	-
Professional fees	4,202	4,202	-
Supplies and operating expenses	431	431	-
Equipment	<u>1,380</u>	<u>1,380</u>	<u>-</u>
Total Expenditures	<u>330,539</u>	<u>330,539</u>	<u>-</u>
EXCESS OF REVENUE OVER (UNDER)			
EXPENDITURES	133,712	133,712	-
OTHER FINANCING SOURCES (USES)			
CC interfund transfer	<u>(32,995)</u>	<u>(32,995)</u>	<u>-</u>
Total Other Financing Sources (Uses)	<u>(32,995)</u>	<u>(32,995)</u>	<u>-</u>
PRIOR YEAR ENDING FUND BALANCE			
	<u>-</u>	<u>-</u>	<u>-</u>
AUDITED YEAR ENDING FUND BALANCE			
	<u>\$ 100,717</u>	<u>\$ 100,717</u>	<u>\$ -</u>

**JEFFERSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

**SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD**

**COMMUNITY CORRECTIONS PROGRAM
HIGH NEED**

FOR THE YEAR ENDED AUGUST 31, 2018

	<u>Audit</u>	<u>Per CSCD Report</u>	<u>Difference</u>
REVENUE			
State aid	\$ 89,204	\$ 89,204	\$ -
Total Revenue	<u>89,204</u>	<u>89,204</u>	<u>-</u>
EXPENDITURES			
Salaries and fringe benefits	68,480	68,480	-
Travel and furnished transportation	1,843	1,843	-
Professional fees	670	670	-
Equipment	<u>1,380</u>	<u>1,380</u>	<u>-</u>
Total Expenditures	<u>72,373</u>	<u>72,373</u>	<u>-</u>
EXCESS OF REVENUE OVER (UNDER)			
EXPENDITURES	16,831	16,831	-
PRIOR YEAR ENDING FUND BALANCE	<u>-</u>	<u>-</u>	<u>-</u>
AUDITED YEAR ENDING FUND BALANCE	<u>\$ 16,831</u>	<u>\$ 16,831</u>	<u>\$ -</u>

**JEFFERSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

**SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD**

**DIVERSION TARGET PROGRAM
WOMEN'S CENTER**

FOR THE YEAR ENDED AUGUST 31, 2018

	Audit	Per CSCD Report	Difference
REVENUE			
State aid	\$ 1,446,621	\$ 1,446,621	\$ -
Payments by program participants	172,571	172,571	-
Other revenue	30,682	30,682	-
Total Revenue	<u>1,649,874</u>	<u>1,649,874</u>	<u>-</u>
EXPENDITURES			
Salaries and fringe benefits	1,054,371	1,054,371	-
Travel and furnished transportation	57,037	57,037	-
Contract services for offenders	23,299	23,299	-
Professional fees	13,536	13,536	-
Supplies and operating expenses	169,401	169,401	-
Facilities	75,666	75,666	-
Utilities	46,651	46,651	-
Equipment	9,572	9,572	-
Total Expenditures	<u>1,449,533</u>	<u>1,449,533</u>	<u>-</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	200,341	200,341	-
OTHER FINANCING SOURCES (USES)			
CC interfund transfer	10,657	10,657	-
Total Other Financing Sources (Uses)	<u>10,657</u>	<u>10,657</u>	<u>-</u>
PRIOR YEAR ENDING FUND BALANCE	<u>-</u>	<u>-</u>	<u>-</u>
AUDITED YEAR ENDING FUND BALANCE	<u>\$ 210,998</u>	<u>\$ 210,998</u>	<u>\$ -</u>

**JEFFERSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

**SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD**

**DIVERSION TARGET PROGRAM
INTERVENTION AND PRE-TRIAL DIVERSION**

FOR THE YEAR ENDED AUGUST 31, 2018

	<u>Audit</u>	<u>Per CSCD Report</u>	<u>Difference</u>
REVENUE			
State aid	\$ 446,254	\$ 446,254	\$ -
Payments by program participants	<u>77,626</u>	<u>77,626</u>	<u>-</u>
Total Revenue	<u>523,880</u>	<u>523,880</u>	<u>-</u>
EXPENDITURES			
Salaries and fringe benefits	470,968	470,968	-
Travel and furnished transportation	6,576	6,576	-
Professional fees	3,347	3,347	-
Supplies and operating expenses	4,466	4,466	-
Equipment	<u>1,226</u>	<u>1,226</u>	<u>-</u>
Total Expenditures	<u>486,583</u>	<u>486,583</u>	<u>-</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	37,297	37,297	-
OTHER FINANCING SOURCES (USES)			
CC interfund transfer	<u>21,445</u>	<u>21,445</u>	<u>-</u>
Total Other Financing Sources (Uses)	<u>21,445</u>	<u>21,445</u>	<u>-</u>
PRIOR YEAR ENDING FUND BALANCE	<u>-</u>	<u>-</u>	<u>-</u>
AUDITED YEAR ENDING FUND BALANCE	<u>\$ 58,742</u>	<u>\$ 58,742</u>	<u>\$ -</u>

**JEFFERSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

**SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD**

**DIVERSION TARGET PROGRAM
MENTAL HEALTH**

FOR THE YEAR ENDED AUGUST 31, 2018

	<u>Audit</u>	<u>Per CSCD Report</u>	<u>Difference</u>
REVENUE			
State aid	\$ 140,164	\$ 140,164	\$ -
Total Revenue	<u>140,164</u>	<u>140,164</u>	<u>-</u>
EXPENDITURES			
Salaries and fringe benefits	109,441	109,441	-
Travel and furnished transportation	418	418	-
Professional fees	1,052	1,052	-
Equipment	<u>5,351</u>	<u>5,351</u>	<u>-</u>
Total Expenditures	<u>116,262</u>	<u>116,262</u>	<u>-</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	23,902	23,902	-
OTHER FINANCING SOURCES (USES)			
CC interfund transfer	<u>893</u>	<u>893</u>	<u>-</u>
Total Other Financing Sources (Uses)	<u>893</u>	<u>893</u>	<u>-</u>
PRIOR YEAR ENDING FUND BALANCE	<u>-</u>	<u>-</u>	<u>-</u>
AUDITED YEAR ENDING FUND BALANCE	<u>\$ 24,795</u>	<u>\$ 24,795</u>	<u>\$ -</u>

COMPLIANCE SECTION



P A T T I L L O , B R O W N & H I L L , L . L . P .
 CERTIFIED PUBLIC ACCOUNTANTS ■ BUSINESS CONSULTANTS

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Jefferson County Community
 Supervision and Corrections Department
 Jefferson County, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to the financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Jefferson County Community Supervision and Corrections Department (CSCD) as of and for the year ended August 31, 2018, and the related notes to the financial statements, which collectively comprise Jefferson County Community Supervision and Corrections Department's basic financial statements, and have issued our report thereon dated January 25, 2019.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Jefferson CSCD's internal control over financial reporting to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Jefferson County CSCD's internal control. Accordingly, we do not express an opinion on the effectiveness of Jefferson County CSCD's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Jefferson County CSCD's financial statements are free of material misstatement, we performed tests of its compliance with certain provision of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Jefferson County CSCD's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Jefferson County CSCD's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

This report is intended solely for the information and use of the Jefferson County CSCD, others within the organization, and the Texas Department of Criminal Justice – Community Justice Assistance Division and is not intended to be and should not be used by anyone other than these specified parties.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
January 25, 2019

**JEFFERSON COUNTY
COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE YEAR ENDED AUGUST 31, 2018

None.

**JEFFERSON COUNTY
COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE PRIOR YEAR ENDED AUGUST 31, 2017

None.

VIII. TDCJ-CJAD INDEPENDENT AUDIT COMPLIANCE CHECKLIST

*(Note: The Compliance Checklist FORMAT AND CONTENT are **NOT TO BE ALTERED.**)*

Indicate whether these compliance requirements have been met by answering “Yes,” “No,” or “NA” (Not Applicable). If “N/A” is blocked out then answers must be “Yes” or “No”. *Please contact your Fiscal Auditor if you have any questions.*

YES NO N/A

FINANCIAL POLICIES AND PROCEDURES *(Questions 1-2)*

If questions 1 is answered YES, and questions 2 is answered NO, an explanation is required to be reported in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs.

Duties of the Fiscal Officer, FMM Fiscal Officer, Texas Government Code, Section 76.004 *(Question 3)*

Texas Government Code, Section 76.004, effective September 1, 2001 allows the judge(s) as described by Government Code section 76.002 the option to appoint a fiscal officer, other than the county auditor, to be responsible for the following: Managing and protecting funds, fees, state aid, and receipts to the same extent that a county auditor manages county funds and funds of other local entities; Ensuring that financial transactions of the department are lawful and allowable; and Prescribing accounting procedures for the department.

1. Yes Did the fiscal officer follow the applicable laws, guidelines, and duties as specified on Fiscal Officer section of the Financial Management Manual for TDCJ-CJAD Funding?

Cash Matching for Grants; FMM Grants, Donations, Fees... *(Question 2)*

With prior TDCJ-CJAD approval, CSCDs may use Basic Supervision, CC, DP, or TAIP funds as required cash matching for grants from other governmental agencies, non-profit organizations, or private foundations, etc., for the purpose of expanding an existing program (CC, DP, or TAIP cash matching) or for funding an accepted Strategic Plan program (Basic Supervision or CC cash matching). All expenditures from the CSCDs' matching funds shall be in accordance with the Financial Management Manual for TDCJ-CJAD Funding (see the Allowable and Unallowable Expenditures section of this manual).

2. NA Was cash matching properly: authorized, budgeted, and expended?

FINANCIAL STATEMENTS *(Questions 3-14)*

All sources identified in questions 3-14 are required to be reported on their designated line item of the audited financial statements and in their corresponding note. See note for further instructions. If questions 3, 5-7, 9-10, and 13-14 are answered NO, an explanation is required in the corresponding note of the Notes to the Financial Statements and in the Schedule of Findings and Questioned Costs.

3. Yes Are expenditures and revenues supported by adequate documentation?

Interfund Transfers; FMM Financial Reports, Additional Reporting Requirements *(Questions 4-7)*

CSCDs cannot end a fiscal year with a negative fund balance in any program. Any negative fund balances in CC, DP, or TAIP must be covered by an interfund transfer from Basic Supervision. Basic Supervision can transfer funds to CC, DP, and TAIP. CC can transfer funds to DP and TAIP. Basic Supervision cannot receive funds from any programs unless those programs are returning funds they received from Basic earlier in the fiscal year. Transfers from DP and TAIP can only go to CC if they are returning funds they received from CC earlier in the fiscal year. Transfers between CCs are not allowed; they should be done by increasing/decreasing state aid. With the exception of returning unused funds, transfers cannot come from DP (even to/from another DP) unless approved by the TDCJ-CJAD Division Director.

4. Yes Did the CSCD have any interfund transfers in the fiscal year audited?
5. Yes If any, were all interfund transfers noted during the audit allowable?
6. Yes If any, were interfund transfers correctly identified in the financial statements?
7. No Did any interfund transfers result from the need to cover potential negative fund balances at the end of the fiscal year?

Deobligation, Government Code, Chapter 509, Section 509.011 (h), FMM Deobligations (Questions 8-10)

Government Code, Chapter 509, Section 509.011 (h), allows CSCDs to deobligate any unencumbered state funds held by the department during a fiscal year (Basic Supervision, CC, DP, and TAIP). Deobligations are a reduction to state aid for funds that are in excess of the amount needed to operate the programs for the remainder of the year and are not to be reported as a refund.

8. No In the fiscal year audited, did any deobligation of funds occur as a result of an excess of funds allocated to programs?
9. NA If any, were deobligated funds reported as reductions to State Aid and as a separate line item on the audited financial statements (i.e. is the reported state aid the correct amount after deobligation)?
10. NA Were the appropriate budget adjustments made for any reallocated funds?

One-Time/Supplemental Payments, FMM Fund Balances/Refund Policy (Questions 11)

One-time funding is awarded on a competitive basis. The priorities for distribution are determined biennially. One-time funding consist of: additional basic supplemental payment and additional one-time payments. Examples include, but are not limited to: longevity increases, one time grant-TRAS training, research, fund movement, closed and deobligated carryover fund reobligated, insurance reduction, etc...

11. No Did the CSCD receive any One-Time Additional and Basic Supervision Supplemental Payments in of the fiscal year audited?

Unauthorized Expenditures, FMM Budgets (Questions 12-13)

*All unauthorized expenditures identified in the budget variance statements are to be reported in the related Excess of Expenditures Over Budgets note of the notes to the financial statements, see note for further instructions. **If any unauthorized expenditure that is in excess of the \$15,000 or 15% rule, they are required to be reported in the Schedule of Findings and Questioned Costs.***

Budget total line item differences either over \$15,000 or 15% that resulted in unauthorized expenditures (expenditures that did not receive prior approval from TDCJ-CJAD) for the fiscal year under audit in the CSCD's independent audit report shall be refunded to TDCJ-CJAD from the then-current Basic Supervision funding for the CSCD. Should a total line item expenditure exceed the last CJAD-approved amount by both \$15,000 and 15%, the greater amount would be used to determine the refund amount.

12. No Were any unfavorable budget variances identified in the Individual Statement of Revenues, Budget, Actual, and Variance of the fiscal year audited?

13. Yes ___ ___ Were there any unfavorable budget variances in excess of the \$15,000 or 15% rule from the prior fiscal year that resulted in unauthorized expenditure(s) that the CSCD was required to refund to the TDCJ-CJAD in the fiscal year being audited?

Prior Period Adjustments, FMM Financial Reports, Additional Reporting Requirements (Question 14)

Adjustment to beginning fund balance as a result of corrections and/or audit findings of prior fiscal years, **not prior quarters of the current fiscal year**. This amount does not include prior-year refunds.

14. Yes ___ ___ If the CSCD had any unauthorized expenditure refunds resulting from the audit conducted in the **prior fiscal year**, were these refunds properly reported as prior period adjustments on the quarterly financial report in the period that the funds were paid and returned to TDCJ-CJAD?

BASIS OF ACCOUNTING (Questions 15-17)

If questions 34-36 are answered NO, an explanation is required in the Basis of Accounting portion of the Notes to the Financial Statements and in the Schedule of Findings and Questioned Costs.

Basis of Accounting Requirements, FMM Fiscal Officer, Duties of the Fiscal Officer and Financial Reports (Questions 15-17)

FMM, Fiscal Officer, Duties of the Fiscal Officers: Managing and protecting funds, fees, state aid, and other receipts of money. Each program is to be maintained utilizing a separate self-balancing set of financial books and accounting records in accordance with proper fund accounting.

FMM Financial Reports, Basis of Accounting: Although funding recipients are encouraged to use the modified accrual basis of accounting for each quarter, the first, second, and third quarter reports may be prepared on the cash basis method of accounting. The fourth quarter report, which closes out the fiscal year, must be prepared on the modified accrual basis of accounting.

In order for the funding recipient to report an accrual, as of August 31, on the fourth quarter report, TDCJ-CJAD requires that the expenditures be paid and the item received by October 31.

15. Yes ___ Is separate accountability maintained for TDCJ-CJAD funds; i.e., fund accounting of self-balancing funds?
16. Yes ___ Is the modified accrual basis of accounting used in preparing the fourth quarter reports for submission to TDCJ-CJAD?
17. Yes ___ Are proper cutoff procedures observed at the end of each fiscal period? *The cutoff date for revenues recognition and expenditures payments of the fiscal year audited is **October 31, of the fiscal year audited.***

FUNDS COLLECTED FROM SOURCES OTHER THAN TDCJ-CJAD REQUIRED TO BE REPORTED ON THE TDCJ-CJAD QUARTERLY FINANCIAL REPORTS (Questions 18-29)

If any of the fees identified in questions 20-28 were collected they are required to be reported in the Funds Collected from Sources Other Than TDCJ-CJAD Which are Required to be Reported on the TDCJ-CJAD Quarterly Financial Reports note of the Notes to Financial Statements. If questions 18-19, 21, 24, and 28 are answered NO and 22, 26-27 answered YES, an explanation is required in the Funds Collected from Sources Other Than TDCJ-CJAD Which are Required to be Reported on the TDCJ-CJAD Quarterly Financial Reports note of the Notes to Financial Statements and in the Schedule of Findings and Questioned Costs.

18. Yes ___ Are TDCJ-CJAD funds and locally generated revenues expended in accordance with the Financial Management Manual for TDCJ-CJAD funding (FMM), TDCJ-CJAD

Standards, TDCJ-CJAD field correspondence, TDCJ-CJAD Policy Statements, Special Grant Conditions, and applicable laws?

19. Yes ___

Are locally generated funds, and other collections, documented with a proper receipt system, and can they be traced to probationers' accounts, bank deposits, and statements?

Administrative Fees, Texas Government Code Section 76.015c, FMM Statutory Requirements (*Questions 20-22, 24, 29*)

Government Code Chapter 76 Community Supervision and Corrections Departments Section 76.015c states: A department may assess a reasonable administrative fee of not less than \$25 and not more than \$60 per month on an individual who participates in a program operated by the department or receives services from the department and who is not paying a monthly fee under Article [42A.652](#), Code of Criminal Procedure (i.e. Community Supervision Fees).

20. ___ No

Did the CSCD collect any **administrative fees** for offender program participation on individuals who participate in a program operated by the department or receives services from the department and who is not paying a monthly fee under Articles 42A Code of Criminal Procedure (i.e. Community Supervision Fees)?

21. ___ ___ NA

If collected, did the CSCD assess a reasonable administrative fee of not less than \$25 and not more than \$60?

22. ___ ___ NA

If the CSCD collected administrative fees for offender program participation, did that individual also pay a monthly fee under Articles 42A.652 Code of Criminal Procedure (Supervision Fees)?

Fees for Pretrial Intervention Programs; Texas Code of Criminal Procedure Chapter 102.012, FMM Statutory Requirements (*Questions 23-24, 29*)

Code of Criminal Procedure Chapter 102 Subchapter A General Costs Article 102.012a, Fees for Pretrial Intervention Program states: A court that authorizes a defendant to participate in a pretrial intervention program established under Section [76.011](#), Government Code, may order the defendant to pay to the court a supervision fee in an amount not more than \$60 per month as a condition of participating in the program.

23. Yes ___

Did the CSCD collect fees for **pretrial intervention programs** in of the fiscal year audited?

24. Yes ___ ___

If collected, were **administrative fees** (Government Code Section 76.015c) and **fees for pretrial intervention programs** (Texas Code of Criminal Procedure Chapter 102.012) budgeted and recorded as payments by program participants or as community supervision fees, and listed as a separate line item, in the Funds Collected by the CSCD From Sources Other Than TDCJ-CJAD Which **ARE** Required to be Reported on the TDCJ-CJAD Quarterly Financial Reports Note of the Notes to the Financial Statements?

Administrative Fee (i.e. Transaction Administrative Fee); Texas Code of Criminal Procedure, Article 102.072, FMM Statutory Requirements (*Questions 25-29*)

Texas Code of Criminal Procedure, Article 102.072; Administrative Fee states: An officer listed in Article [103.003](#) or a community supervision and corrections department may assess an administrative fee for each transaction made by the officer or department relating to the collection of fines, fees, restitution, or other costs imposed by a court. The fee may not exceed \$2 for each transaction. This article does not apply to a transaction relating to the collection of child support. A “transaction” is defined as an event that involves the collection of money for one or more purposes that results in a preparation of a single receipt. CSCDs shall not prepare separate receipts for money received during a single event for multiple purposes (i.e. in order to collect multiple \$2 administrative fees).

25. Yes Did the CSCD collect administrative fees (i.e. transaction administrative fees) for each transaction made by the department relating to the collection of fines, fees, restitutions, or other costs imposed by a court during the fiscal year audited?

26. No If collected, did any single transaction administrative fee exceed the allowable \$2?

27. No If collected, does the CSCD issue a separate receipt while charging the \$2 **transaction administrative fee** for each fine, fee, restitution, or other cost paid during the time of the transaction when collecting multiple fees from a probationer during a single transaction,?

28. Yes If collected, is the **transaction administrative fee** budgeted and recorded as Other Revenue in Basic Supervision and accounted for on a consistent basis (FMM Statutory Requirements)?

29. Yes If any of the fees identified in questions 20, 23 and 25 were collected, were these fees included as a separate line item with the dollar amount in the Funds Collected by the CSCD From Sources Other Than TDCJ-CJAD Which **ARE** Required to be Reported on the TDCJ-CJAD Quarterly Financial Reports Note of the Notes to the Financial Statements?

CASH, COLLECTIONS, CHANGE FUND, PETTY CASH (Questions 30-39)

If questions 30-32, 34, 36-37, and 39 are answered NO, an explanation is required to be reported in the Cash, Collections, Change Fund, Petty Cash & Investments note of the Notes to the Financial Statements and include in the Schedule of Findings and Questioned Costs. All change fund and petty cash funds are required to be reported in the Cash, Collections, Change Fund, and Petty Cash & Investments note of the Notes to the Financial Statements. If question 37 is answered NO, an explanation is required to be reported in the Cash, Collections, Change Fund, Petty Cash & Investments note of the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs.

Deposits and Disbursement Requirements, (Questions 30-32)

Government Code, Section 509.011 (c) Each department, county, or municipality shall deposit all state aid received from the division in a special fund of the county treasury or municipal treasury, as appropriate, to be used solely for the provision of services, programs, and facilities under this chapter or Subchapter H, Chapter [351](#), Local Government Code.

Local Government Code, Section 140.003 (f) Each specialized local entity shall deposit in the county treasury of the county in which the entity has jurisdiction the funds the entity receives. The county shall hold, deposit, disburse, invest, and otherwise care for the funds on behalf of the specialized local entity as the entity directs. If a specialized local entity has jurisdiction in more than one county, the district judges having jurisdiction in those counties, by a majority vote, shall designate from among those counties the county responsible for managing the entity's funds.

Local Government Code, Section 113.022 (a) A county officer or other person who receives money shall deposit the money with the county treasurer on or before the next regular business day after the date on which the money is received. If this deadline cannot be met, the officer or person must deposit the money, without exception, on or before the fifth business day after the day on which the money is received. However, in a county with fewer than 50,000 inhabitants, the commissioners court may extend the period during which funds must be deposited with the county treasurer, but the period may not exceed 15 days after the date the funds are received.

Local Government Code, Section 113.041 (a) The county treasurer shall disburse the money belonging to the county and shall pay and apply the money as required by law and as the commissioners court may require or direct, not inconsistent with law. (FMM State Payments) (See also Attorney General's Opinion DM-257)

30. Yes ___ Are all of the CSCD's funds and collections deposited in the county treasury (county's bank account)?
31. Yes ___ Are all of the CSCD's funds and collections disbursed by the county treasurer on behalf of the CSCD?
32. Yes ___ Are all of the CSCD's funds and collections deposited in the county treasury (county's bank account) within the time period required by Local Government Code 113.022?

Change Fund, Local Government Code, Chapter 130, Section 130.902 (a), FMM Fiscal Change Fund (Questions 33-34)

Local Government Code, Chapter 130, Section 130.902 (a) The commissioners court of a county may set aside from the general fund of the county an amount approved by the county auditor for use as a change fund by any county or district official who collects public funds. The fund may be used only to make change in connection with collections that are due and payable to the county, the state, or another political subdivision of the state that are often made by the official. (b) The bond of that official who receives such a change fund must cover the official's responsibility for the correct accounting and disposition of the change fund.

33. Yes ___ Did the CSCD maintain a **change fund** authorized by the fiscal officer in the fiscal year audited? Change Funds are not to be confused with petty cash funds. (FMM Fiscal Officer)
34. Yes ___ Was the **change fund only** used to make change in connection with collections that are due and payable to the CSCD?

Petty Cash Utilizing CSCD Funds, Local Government Code, Section 130.909, FMM Petty Cash (Questions 35-37)

Local Government Code, Section 130.909. (a) The commissioners court of a county may set aside from the general fund of the county, for the establishment of a petty cash fund for any county or district official or department head approved by the commissioners court, an amount approved by: (1) the county auditor, for a county with a population of 3.3 million or more; or (2) the commissioners court, for a county with a population of less than 3.3 million. (FMM, State Payments, Financial Reports, Community Corrections Facility and Fiscal Officer)

35. Yes ___ Did the CSCD maintain **petty cash utilizing the CSCD's funds** authorized by the county auditor in the fiscal year audited?
36. Yes ___ Are **petty cash funds utilizing CSCD's funds** used only for specific purposes for allowable items as listed in the Financial Management Manual for TDCJ-CJAD Funding?
37. Yes ___ Are **petty cash funds utilizing CSCD's funds** expended only for emergency situations authorized by a written policy and approved by the CSCD director?

Petty Cash Funds Utilizing NON CSCD Revenues, FMM Petty Cash (Question 38)

38. ___ No Did the CSCD maintain **petty cash utilizing NON CSCD's revenues** (i.e. vending machine revenues) in the fiscal year audited? *If so, indicate the petty cash as "other*

petty cash” and include the dollar amount in the Cash, Collections, Change Fund, Petty Cash & Investments Note of the Notes to the Financial Statements.

Employee Surety Bond Coverage, FMM Employee Surety Bond Coverage (Question 39)

CSCD directors shall ensure that all public funds are protected by requiring that all employees with access to funds are covered by Employee Surety Bond coverage and that all funds maintained on CSCD premises are protected by appropriate insurance or bonding. Funds on CSCD premises shall not exceed insurance/bond limits of coverage. CSCDs that have been authorized to have a change fund shall have Employee Surety Bond coverage on the employee who maintains and administers the change fund or petty cash fund, and the coverage shall include the employee’s responsibility for the correct accounting and disposition of the change fund or petty cash fund.

39. Yes Are all the employees who have access to funds and/or maintains and administers change funds and petty cash, which covers the employees’ responsibility for the correct accounting and disposition of the change fund and petty cash, covered by an employee surety bond?

SCHEDULE OF DIFFERENCES (Questions 40-42)

If questions 40 and 42 are answered NO, an explanation is required to be reported in the Schedule of Differences, Notes to the Financial Statements and in the Schedule of Findings and Questioned Costs?

40. Yes Are revenues and expenditures reported to TDCJ-CJAD in agreement with, or reconcilable to, the funding recipient’s accounting records and with audited expenditures in each budget category?

41. No Were there any differences identified in the Schedule of Differences?

42. NA Was an explanation given in the Schedule of Differences for any changes or adjustments that were made to revenues and expenditures (by either the CSCD or the independent auditor) that adjusted the previous amounts reported to TDCJ-CJAD?

COMPLIANCE AND OTHER MATTERS; Standards for Financial Audits; Chapter 4, Item 4.25 Government Auditing Standards (Questions 43-47)

If questions 43-47 are answered YES, and explanation is required to be reported in the Report on Compliance and Internal Control and in the Schedule of Findings and Questioned Costs.

43. No Were there any instances of deficiencies in internal control noted by the auditor?

44. No Were there any instances of non-compliance noted by the auditor?

45. No Were there any instances of fraud noted by the auditor?

46. No Were there any instances of waste noted by the auditor?

47. No Were there any instances of abuse noted by the auditor?

SCHEDULE OF FINDINGS AND QUESTIONED COSTS Standards for Financial Audits; Chapter 4, Item 4.05, Government Auditing Standards (Questions 48-49)

If questions 48-49 are answered no, an explanation is required to be reported in Schedule of Findings and Questioned Costs for Prior Year.

48. No Do any action plans exist for significant findings from prior year audits?
49. N/A If action plans exist from prior year audit findings, are they current?

TDCJ-CJAD COMPLIANCE CHECKLIST SURVEY

In our attempt to make the Compliance Checklist user friendly and self-explanatory, we have made updates to break out several questions that were previously combined, also offer more specific language to each topic matter, and provide question specific direction. It is our hope, that with these changes to the Compliance Checklist, it will become a better tool in the completion of the audit process. Your feedback is welcome and important to us. Best Regards, TDCJ-CJAD Fiscal Audit Department.

50. Yes Were the questions in the Compliance Checklist easier to understand and offer better direction than in prior years? If no, please identify the question numbers below that you feel need more work.

User Feed Back:

Comment – In FY 2017, the CJAD Audit review indicated that our responses were wrong relating to change funds and petty cash. However, we believe that it's due to a misunderstanding as our CSCD does in fact operate a change fund, while our CRTC operates petty cash. The CRTC operates under the scope of the CSCD, so answering these questions accordingly likely led to the confusion. Consequently, we believe there should be some clarifying language for CSCD's operating facilities.

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
OFFICE DEPOT	35.24	455794	
DAWN DONUTS	45.50	455967	
			10.26**
ROAD & BRIDGE PCT.#1			
M&D SUPPLY	217.57	455783	
MUNRO'S	65.45	455789	
OFFICE DEPOT	163.00	455794	
SMART'S TRUCK & TRAILER, INC.	1,438.59	455810	
TAC - TEXAS ASSN. OF COUNTIES	230.00	455819	
WHOLESALE ELECTRIC SUPPLY CO.	475.41	455834	
DE LAGE LANDEN PUBLIC FINANCE	70.00	455924	
GULF COAST	334.40	455974	
			2,994.42**
ROAD & BRIDGE PCT.#2			
ENTERGY	88.00	455767	
MUNRO'S	400.00	455789	
DE LAGE LANDEN PUBLIC FINANCE	90.00	455924	
			578.00**
ROAD & BRIDGE PCT. # 3			
SPIDLE & SPIDLE	2,136.10	455735	
BEAUMONT FRAME & FRONT END	1,245.92	455742	
BEAUMONT TRACTOR COMPANY	199.59	455743	
CERTIFIED LABORATORIES	163.85	455746	
FARM & HOME SUPPLY	23.75	455763	
W.W. GRAINGER, INC.	35.30	455766	
ENTERGY	302.82	455767	
LOUIS' YAZOO SALES & SERVICE, LLC	49.90	455781	
M&D SUPPLY	138.18	455783	
MUNRO'S	38.15	455789	
POSTMASTER	495.00	455801	
TEJAS TRUCK & RV SUPERSTORE	349.00	455823	
STRATTON INC.	14.99	455832	
WHEELER TRUCK BODY EQUIPMENT	26.00	455833	
HOWARD'S AUTO SUPPLY	13.90	455842	
MARTIN MARIETTA AGG	822.38	455861	
LOWE'S HOME CENTERS, INC.	.01	455867	
WINDSTREAM	42.66	455889	
ATTABOY TERMITE & PEST CONTROL	40.00	455908	
DE LAGE LANDEN PUBLIC FINANCE	140.00	455924	
PRO CHEM INC	327.75	455932	
SHOPPA'S FARM SUPPLY	323.77	455953	
MARTIN MARIETTA MATERIALS	327.84	455964	
			7,256.86**
ROAD & BRIDGE PCT.#4			
ENTERGY	1,025.77	455767	
H.D. INDUSTRIES, INC.	176.84	455770	
CASH ADVANCE ACCOUNT	329.56	455776	
MUNRO'S	75.83	455789	
OFFICE DEPOT	12.19	455794	
PHILPOTT MOTORS, INC.	110.79	455797	
SMART'S TRUCK & TRAILER, INC.	43.68	455810	
TAC - TEXAS ASSN. OF COUNTIES	230.00	455820	
VULCAN MATERIALS CO.	18,119.59	455828	
W. JEFFERSON COUNTY M.W.D.	81.77	455831	
UNITED STATES POSTAL SERVICE	1.56	455858	
DE LAGE LANDEN PUBLIC FINANCE	229.79	455924	
			20,437.37**
ENGINEERING FUND			
UNITED STATES POSTAL SERVICE	.50	455858	
DE LAGE LANDEN PUBLIC FINANCE	460.94	455924	
			461.44**
PARKS & RECREATION			
ENTERGY	8.76	455767	
AT&T	29.38	455814	
W. JEFFERSON COUNTY M.W.D.	54.28	455831	
			92.42**
GENERAL FUND			
TAX OFFICE			

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	576.17	455794	
ACE IMAGEWEAR	21.55	455808	
SOUTHEAST TEXAS WATER	276.50	455812	
AT&T	109.35	455814	
UNITED STATES POSTAL SERVICE	1,806.65	455858	
UNITED STATES POSTAL SERVICE	42.10	455859	
ATTABOY TERMITE & PEST CONTROL	41.22	455908	
DE LAGE LANDEN PUBLIC FINANCE	370.00	455924	
DESIGN CHUTE LLC	755.03	455971	
COUNTY HUMAN RESOURCES			3,998.57*
PINNACLE EMPLOYEE TESTING	500.00	455798	
UNITED STATES POSTAL SERVICE	.41	455858	
SIERRA SPRING WATER CO. - BT	18.10	455863	
DE LAGE LANDEN PUBLIC FINANCE	70.00	455924	
SOUTHEAST TEXAS OCCUPATIONAL MEDIC	125.00	455969	
AUDITOR'S OFFICE			713.51*
OFFICE DEPOT	616.72	455794	
SOUTHEAST TEXAS WATER	29.95	455812	
UNITED STATES POSTAL SERVICE	225.47	455858	
DE LAGE LANDEN PUBLIC FINANCE	70.00	455924	
COUNTY CLERK			942.14*
UNITED STATES POSTAL SERVICE	232.82	455858	
UNITED STATES POSTAL SERVICE	50.44	455859	
ARMOR SHRED	346.23	455902	
JEFFERSON COUNTY CREDIT CARDS	633.00	455915	
DE LAGE LANDEN PUBLIC FINANCE	1,052.82	455924	
COUNTY JUDGE			2,315.31*
LAIRO DOWDEN, JR.	500.00	455757	
MEHAFFY & WEBER	500.00	455787	
OFFICE DEPOT	346.05	455794	
SMITH COUNTY	637.00	455837	
JEFFERSON COUNTY CREDIT CARDS	218.90	455915	
DE LAGE LANDEN PUBLIC FINANCE	70.00	455924	
RISK MANAGEMENT			2,271.95*
UNITED STATES POSTAL SERVICE	22.37	455858	
DE LAGE LANDEN PUBLIC FINANCE	70.00	455924	
COUNTY TREASURER			92.37*
OFFICE DEPOT	85.84	455794	
UNITED STATES POSTAL SERVICE	152.92	455858	
DE LAGE LANDEN PUBLIC FINANCE	331.89	455924	
PRINTING DEPARTMENT			570.65*
OLMSTED-KIRK PAPER	1,430.68	455795	
CIT TECHNOLOGY FINANCING SERVICE	499.00	455901	
DE LAGE LANDEN PUBLIC FINANCE	1,200.00	455924	
FUNCTION 4 LLC	270.00	455976	
PURCHASING DEPARTMENT			3,399.68*
BEAUMONT ENTERPRISE	1,551.76	455762	
FED EX	84.69	455764	
PORT ARTHUR NEWS, INC.	708.10	455799	
UNITED STATES POSTAL SERVICE	3.75	455858	
JEFFERSON COUNTY CREDIT CARDS	375.00	455915	
DE LAGE LANDEN PUBLIC FINANCE	70.00	455924	
GENERAL SERVICES			2,793.30*
OLMSTED-KIRK PAPER	1,800.00	455795	
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	455824	

NAME	AMOUNT	CHECK NO.	TOTAL
TRI-CITY COFFEE SERVICE	63.20	455826	
INTERFACE EAP	1,343.25	455836	
ADVANCED STAFFING	78.00	455840	
VERIZON WIRELESS	303.92	455856	
MCGRIFF, SEIBELS & WILLIAMS OF TX	3,106.00	455871	
CLASSIC FORMS AND PRODUCTS	726.35	455874	
JEFFERSON COUNTY CREDIT CARDS	20.58	455915	
SPOK INC	3.00	455951	
VECTOR SECURITY	37.00	455982	
			10,181.30*
DATA PROCESSING			
JEFFERSON COUNTY CREDIT CARDS	48.80	455915	
DE LAGE LANDEN PUBLIC FINANCE	70.00	455924	
SPOK INC	12.09	455951	
			130.89*
VOTERS REGISTRATION DEPT			
OFFICE DEPOT	18.99	455794	
UNITED STATES POSTAL SERVICE	148.60	455858	
DE LAGE LANDEN PUBLIC FINANCE	70.00	455924	
			237.59*
ELECTIONS DEPARTMENT			
UNITED STATES POSTAL SERVICE	1.50	455858	
DE LAGE LANDEN PUBLIC FINANCE	271.65	455924	
			273.15*
DISTRICT ATTORNEY			
JEFFERSON CTY. DISTRICT ATTORNEY	12,000.00	455774	
CASH ADVANCE ACCOUNT	20.00	455776	
KIRKSEY'S SPRINT PRINTING	51.90	455779	
OFFICE DEPOT	169.99	455794	
TDCAA BOOK ORDERS	109.00	455821	
UNITED STATES POSTAL SERVICE	354.65	455858	
SUMMER TANNER	72.00	455891	
DE LAGE LANDEN PUBLIC FINANCE	480.00	455924	
TRANSUNION RISK AND ALTERNATIVE	111.00	455956	
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	455959	
GALLS LLC	738.85	455962	
			14,178.39*
DISTRICT CLERK			
CASH ADVANCE ACCOUNT	2,196.87	455776	
OFFICE DEPOT	140.60	455794	
UNITED STATES POSTAL SERVICE	350.20	455858	
AUTOMATED BUSINESS SYSTEMS	590.00	455884	
JEFFERSON COUNTY CREDIT CARDS	272.75	455915	
DE LAGE LANDEN PUBLIC FINANCE	70.00	455924	
			3,620.42*
CRIMINAL DISTRICT COURT			
TODD W LEBLANC	600.00	455734	
DAVID GROVE	8,750.00	455737	
DAVID W BARLOW	4,375.00	455741	
THOMAS J. BURBANK PC	800.00	455745	
DONALD W. DUESLER & ASSOC.	8,750.00	455758	
RIFE KIMLER, LAW OFFICE OF	3,400.00	455778	
MARSHA NORMAND	8,750.00	455791	
NATHAN REYNOLDS, JR.	1,400.00	455804	
KEVIN PAULA SEKALY PC	8,750.00	455807	
KEVIN S. LAINE	2,437.50	455841	
UNITED STATES POSTAL SERVICE	23.25	455858	
LAURIE PEROZZO	800.00	455909	
JASON ROBERT NICKS	1,600.00	455912	
DE LAGE LANDEN PUBLIC FINANCE	441.64	455924	
SAMUEL & SON LAW FIRM PLLC	900.00	455952	
			51,777.39*
58TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.82	455858	
DE LAGE LANDEN PUBLIC FINANCE	70.00	455924	
			70.82*
60TH DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON COUNTY CREDIT CARDS	155.42	455915	
DE LAGE LANDEN PUBLIC FINANCE	70.00	455924	225.42*
136TH DISTRICT COURT			
LEXIS-NEXIS	69.00	455860	
DE LAGE LANDEN PUBLIC FINANCE	70.00	455924	139.00*
172ND DISTRICT COURT			
OFFICE DEPOT	13.82	455794	
DE LAGE LANDEN PUBLIC FINANCE	70.00	455924	56.18*
252ND DISTRICT COURT			
DAVID W BARLOW	4,375.00	455741	
ORGAIN, BELL & TUCKER	700.00	455796	
BRUCE N. SMITH	800.00	455811	
MIKE VAN ZANDT	8,750.00	455827	
KEVIN S. LAINE	2,437.50	455841	
UNITED STATES POSTAL SERVICE	63.96	455858	
SUMMER TANNER	4,389.25	455891	
RYAN GERTZ	4,445.11	455911	
DE LAGE LANDEN PUBLIC FINANCE	70.00	455924	
JAMES R. MAKIN, P.C.	4,792.00	455925	
ALEX BILL III	900.00	455926	
THOMAS WILLIAM KELLEY	8,750.00	455970	40,472.82*
279TH DISTRICT COURT			
NATHAN REYNOLDS, JR.	450.00	455804	
DE LAGE LANDEN PUBLIC FINANCE	70.00	455924	
DANE DENNISON	300.00	455948	
GORDON D FRIESZ	500.00	455965	1,320.00*
317TH DISTRICT COURT			
DAVID GROVE	100.00	455736	
OFFICE DEPOT	38.42	455794	
ANITA F. PROVO	150.00	455802	
WENDELL RADFORD	650.00	455803	
CHARLES ROJAS	150.00	455846	
LANGSTON ADAMS	150.00	455869	
JOEL WEBB VAZQUEZ	1,375.00	455879	
JUDY PAASCH	2,465.42	455880	
TONYA CONNELL TOUPS	150.00	455895	
ALLEN PARKER	150.00	455913	
LINDSAY LAW FIRM, PLLC	650.00	455920	
DE LAGE LANDEN PUBLIC FINANCE	70.00	455924	
BRITTANIE HOLMES	150.00	455934	
TARA SHELANDER	500.00	455947	6,748.84*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	75.57	455858	
DE LAGE LANDEN PUBLIC FINANCE	90.00	455924	165.57*
JUSTICE COURT-PCT 1 PL 2			
OFFICE DEPOT	186.11	455794	
TEXAS STATE UNIVERSITY SAN MARS	450.00	455813	
TAC - TEXAS ASSN. OF COUNTIES	60.00	455818	
UNITED STATES POSTAL SERVICE	33.59	455858	
JEFFERSON COUNTY CREDIT CARDS	494.97	455915	
DE LAGE LANDEN PUBLIC FINANCE	70.00	455924	1,294.67*
JUSTICE COURT-PCT 2			
MARC DEROUEN	336.39	455916	336.39*
JUSTICE COURT-PCT 4			
DE LAGE LANDEN PUBLIC FINANCE	90.00	455924	90.00*
JUSTICE COURT-PCT 6			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	41.20	455858	
SIERRA SPRING WATER CO. - BT	36.02	455862	
TEXAS JUSTICE CT.JUDGES ASSOC., INC.	75.00	455888	
DE LAGE LANDEN PUBLIC FINANCE	70.00	455924	222.22*
JUSTICE OF PEACE PCT. 8			
UNITED STATES POSTAL SERVICE	102.69	455859	
DE LAGE LANDEN PUBLIC FINANCE	70.00	455924	172.69*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	3.71	455858	
DE LAGE LANDEN PUBLIC FINANCE	245.92	455924	249.63*
COUNTY COURT AT LAW NO. 2			
UNITED STATES POSTAL SERVICE	11.12	455858	
LANGSTON ADAMS	300.00	455869	
JOEL WEBB VAZQUEZ	550.00	455879	
ANTOINE FREEMAN	300.00	455898	
DE LAGE LANDEN PUBLIC FINANCE	70.00	455924	
TURK LAW FIRM	250.00	455935	1,481.12*
COUNTY COURT AT LAW NO. 3			
JACK LAWRENCE	300.00	455738	
UNITED STATES POSTAL SERVICE	11.95	455858	
DE LAGE LANDEN PUBLIC FINANCE	70.00	455924	
BRITTANIE HOLMES	250.00	455934	
JARED GILTHORPE	250.00	455949	
THE MAYO LAW FIRM PLLC	250.00	455979	1,131.95*
COURT MASTER			
UNITED STATES POSTAL SERVICE	2.30	455858	
LEXIS-NEXIS	68.00	455860	
DE LAGE LANDEN PUBLIC FINANCE	70.00	455924	140.30*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	2.88	455858	
DE LAGE LANDEN PUBLIC FINANCE	70.00	455924	72.88*
COMMUNITY SUPERVISION			
DE LAGE LANDEN PUBLIC FINANCE	280.00	455924	280.00*
SHERIFF'S DEPARTMENT			
CITY OF NEDERLAND	36.91	455750	
COTTON CARGO	88.00	455755	
FED EX	50.48	455764	
LYNN PEAVEY CO., INC.	199.10	455782	
MCNEILL INSURANCE AGENCY	142.00	455786	
OFFICE DEPOT	1,642.37	455794	
SHERIFF'S ASSOCIATION OF TEXAS	25.00	455809	
AT&T	33.83	455814	
CDW COMPUTER CENTERS, INC.	44.73	455844	
UNITED STATES POSTAL SERVICE	119.30	455858	
BEAUMONT OCCUPATIONAL SERVICE, INC.	209.70	455864	
FIVE STAR FEED	148.35	455876	
JEFFERSON COUNTY CREDIT CARDS	311.09	455915	
SIRCHIE FINGER PRINT LABORATORIES	421.28	455919	
DE LAGE LANDEN PUBLIC FINANCE	800.00	455924	
TRANSUNION RISK AND ALTERNATIVE	475.44	455957	
GALLS LLC	1,668.93	455962	
VECTOR SECURITY	111.00	455981	
FANNETT VETERINARY CLINIC	576.24	456002	7,103.75*
CRIME LABORATORY			
FISHER SCIENTIFIC	742.46	455765	

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	725.44	455794	
SANITARY SUPPLY, INC.	97.02	455805	
HENRY SCHEIN, INC.	129.64	455806	
CDW COMPUTER CENTERS, INC.	24.48	455843	
MCKESSON MEDICAL-SURGICAL INC	385.27	455845	
JEFFERSON COUNTY CREDIT CARDS	261.70	455915	
DE LAGE LANDEN PUBLIC FINANCE	90.00	455924	
RDB SERVICES	500.00	455928	
VECTOR SECURITY	156.00	455981	
AIRGAS USA, LLC	209.50	456009	
JAIL - NO. 2			3,321.51*
COBURN'S, BEAUMONT BOWIE (1)	385.00	455753	
ECOLAB	569.90	455760	
W.W. GRAINGER, INC.	278.83	455766	
ENTERGY	28,275.46	455767	
JACK BROOKS REGIONAL AIRPORT	1,435.54	455775	
JOHNSON SUPPLY	139.88	455777	
KOMMERCIAL KITCHENS	1,867.91	455780	
M&D SUPPLY	298.23	455783	
OFFICE DEPOT	1,297.78	455794	
SANITARY SUPPLY, INC.	1,587.00	455805	
SOUTHEAST TEXAS WATER	134.80	455812	
WHOLESALE ELECTRIC SUPPLY CO.	96.52	455834	
STANLEY SHIPPER	18.53	455877	
INTERCONTINENTAL JET CORP	1,065.20	455881	
DOGUET RICE MILLING COMPANY	96.00	455893	
FIRETROL PROTECTION SYSTEMS, INC.	170.00	455905	
WORLD FUEL SERVICES	1,768.26	455910	
DE LAGE LANDEN PUBLIC FINANCE	1,280.00	455924	
SAFETY SOURCE APPAREL	434.95	455936	
MATERA PAPER COMPANY INC	2,431.50	455938	
JOHN CHATELAIN II	7.67	455939	
KROPP HOLDINGS INC	313.10	455941	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	89.97	455944	
THE MONOGRAM SHOP	16.00	455980	
FOOD MARKETING CONCEPTS INC	16,502.54	455983	
HARDIE'S FRESH FOODS	13,755.56	455984	
NATIONAL FOOD GROUP INC	5,851.61	455985	
BIMBO BAKERIES USA INC	986.20	455987	
CORRHEALTH LLC	78,900.85	455996	
JUVENILE PROBATION DEPT.			160,054.79*
FED EX	54.62	455764	
CHERYL TARVER	127.60	455835	
UNITED STATES POSTAL SERVICE	8.99	455858	
SHANNA CITIZEN	93.38	455868	
LYNN BIERHALTER	116.00	455887	
KESHA LEE	168.78	455890	
BRIA LYNCH	96.86	455903	
DE LAGE LANDEN PUBLIC FINANCE	140.00	455924	
ROXANA MITCHELL	243.60	455963	
CHRISTAL CHANNELL	117.16	455966	
SUMMER KENNERSON	150.22	455972	
KAYLAN BURTON	285.94	455986	
SHERONDA WHEELER	203.00	455993	
CHARITY HIGHTOWER	75.98	456000	
TRISH DAVIS	37.70	456010	
JUVENILE DETENTION HOME			1,919.83*
EPS	4,855.38	455759	
ENTERGY	4,779.53	455767	
MOORE SERVICE CO., INC.	217.38	455788	
AT&T	693.21	455814	
VANSHECA SANDERS-CHEVIS	500.00	455892	
DE LAGE LANDEN PUBLIC FINANCE	229.79	455924	
KELLILYN WORLEY	150.00	455960	
BIG THICKET PLUMBING INC	431.55	455997	
CONSTABLE PCT 1			11,856.84*

NAME	AMOUNT	CHECK NO.	TOTAL
KIRKSEY'S SPRINT PRINTING	49.90	455779	
UNITED STATES POSTAL SERVICE	46.20	455858	
JEFFERSON COUNTY CREDIT CARDS	90.00	455915	
DE LAGE LANDEN PUBLIC FINANCE	323.13	455924	509.23*
CONSTABLE-PCT 4			
DE LAGE LANDEN PUBLIC FINANCE	70.00	455924	
TRANSUNION RISK AND ALTERNATIVE	70.00	455958	140.00*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	23.49	455858	
DE LAGE LANDEN PUBLIC FINANCE	70.00	455924	
GALLS LLC	250.00	455962	343.49*
CONSTABLE PCT. 8			
OFFICE DEPOT	29.59	455794	
DE LAGE LANDEN PUBLIC FINANCE	322.93	455924	352.52*
AGRICULTURE EXTENSION SVC			
OFFICE DEPOT	113.54	455794	
DE LAGE LANDEN PUBLIC FINANCE	200.00	455924	313.54*
HEALTH AND WELFARE NO. 1			
CLAYBAR FUNERAL HOME, INC.	13,989.00	455751	
ENTERGY	70.00	455768	
NATIONAL SAFETY COUNCIL	212.50	455790	
AUSTIN CECIL WALKES MD PA	2,932.58	455829	
MMWR	99.50	455838	
UNITED STATES POSTAL SERVICE	72.37	455858	
DE LAGE LANDEN PUBLIC FINANCE	372.43	455924	17,748.38*
HEALTH AND WELFARE NO. 2			
BROUSSARD'S MORTUARY	3,000.00	455744	
CITY OF PORT NECHES	40.00	455749	
CLAYBAR FUNERAL HOME, INC.	999.00	455752	
O.W. COLLINS APARTMENTS	274.47	455754	
ENTERGY	138.32	455769	
HANNAH FUNERAL HOME, INC.	1,200.00	455771	
NATIONAL SAFETY COUNCIL	212.50	455790	
AUSTIN CECIL WALKES MD PA	2,932.58	455829	
MMWR	99.50	455838	
UNITED STATES POSTAL SERVICE	191.80	455859	
DE LAGE LANDEN PUBLIC FINANCE	140.00	455924	9,228.17*
NURSE PRACTITIONER			
DE LAGE LANDEN PUBLIC FINANCE	70.00	455924	
LESLIE RIGGS	125.00	455955	195.00*
CHILD WELFARE UNIT			
BEAUMONT OCCUPATIONAL SERVICE, INC.	187.35	455864	
J.C. PENNEY'S	596.30	455865	
SEARS COMMERICAL CREDIT	387.86	455866	
TALON BORDELON	30.00	455918	
TYRE A WELLS	20.00	455945	
TYTIANNA WELLS SIGARST	20.00	455950	
LARRY DOYLE JR	20.00	455977	
FAITH DOYLE	20.00	455978	
STACY VELASQUEZ	20.00	455988	
ETHAN WILTURNER	20.00	455989	
DAYSI VELASQUEZ	20.00	455990	
ASHTON EMERSON	20.00	455991	
AMARIE SEMIEN	15.00	455994	
KAITLIN VAZQUES	20.00	455999	
CHRISTIAN OTOOLE	20.00	456001	
CAPRIE DAVIS	20.00	456003	

NAME	AMOUNT	CHECK NO.	TOTAL
JAZIN BENOIT	20.00	456004	
ROBIN JOHNSON	20.00	456005	
MAKAYLA ANTOINE	20.00	456006	
TIMOTHY JOHNSON	20.00	456008	
TA'LEAH CHATMAN	15.00	456011	
STARLA DURMAN	50.00	456012	
ROBERT ELIE -FC	15.00	456013	
DESHAWN CHATMAN	15.00	456014	
CORBIN BONIN	15.00	456015	
ADELAIDA COLEMAN	20.00	456016	
ENVIRONMENTAL CONTROL			1,646.51*
POSTMASTER	330.00	455800	
DE LAGE LANDEN PUBLIC FINANCE	323.13	455924	
INDIGENT MEDICAL SERVICES			653.13*
CARDINAL HEALTH 110 INC	47,093.76	455940	
TDS OPERATING INC	235.00	455995	
MAINTENANCE-BEAUMONT			47,328.76*
ENTERGY	223.75	455767	
M&D SUPPLY	148.66	455783	
SANITARY SUPPLY, INC.	922.11	455805	
ACE IMAGEWEAR	372.09	455808	
AT&T	1,066.68	455814	
SERVICE GRAPHICS	1,959.20	455839	
CENTERPOINT ENERGY RESOURCES CORP	10,331.03	455882	
DE LAGE LANDEN PUBLIC FINANCE	70.00	455924	
EMERGENCY POWER SERVICE	150.00	455929	
INDUSTRIAL & COMMERCIAL MECHANICAL	225.00	455931	
WASTEWATER TRANSPORT SERVICES LLC	485.00	455946	
MAINTENANCE-PORT ARTHUR			15,953.52*
CITY OF PORT ARTHUR - WATER DEPT.	1,453.46	455748	
TEXAS GAS SERVICE	946.52	455873	
DE LAGE LANDEN PUBLIC FINANCE	140.00	455924	
MAINTENANCE-MID COUNTY			2,539.98*
CITY OF NEDERLAND	57.56	455750	
AT&T	708.63	455814	
W. JEFFERSON COUNTY M.W.D.	47.99	455831	
DE LAGE LANDEN PUBLIC FINANCE	70.00	455924	
SERVICE CENTER			884.18*
SPIDLE & SPIDLE	2,742.72	455735	
J.K. CHEVROLET CO.	1,222.98	455773	
MUNRO'S	45.90	455789	
PHILPOTT MOTORS, INC.	440.40	455797	
JEFFERSON CTY. TAX OFFICE	7.50	455847	
JEFFERSON CTY. TAX OFFICE	7.50	455848	
JEFFERSON CTY. TAX OFFICE	7.50	455849	
JEFFERSON CTY. TAX OFFICE	7.50	455850	
JEFFERSON CTY. TAX OFFICE	7.50	455851	
JEFFERSON CTY. TAX OFFICE	7.50	455852	
JEFFERSON CTY. TAX OFFICE	7.50	455853	
JEFFERSON CTY. TAX OFFICE	7.50	455854	
JEFFERSON CTY. TAX OFFICE	7.50	455855	
AMERICAN TIRE DISTRIBUTORS	234.28	455904	
LIBERTY TIRE RECYCLING LLC	122.99	455907	
DE LAGE LANDEN PUBLIC FINANCE	70.00	455924	
MIGHTY OF SOUTHEAST TEXAS	140.45	455927	
SPANKY'S WRECKER SERVICE INC	150.00	455930	
ADVANCE AUTO PARTS	381.66	455937	
SILSBEE FORD INC	37.62	455943	
MIDNIGHT AUTO	89.95	455973	
VETERANS SERVICE			5,746.45*

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	20.12	455859	
HILARY GUEST	106.60	455870	
DE LAGE LANDEN PUBLIC FINANCE	240.00	455924	
			366.72*
			440,373.41**
MOSQUITO CONTROL FUND			
MUNRO'S	38.73	455789	
AT&T	32.45	455814	
NEW PIG CORPORATION	2,062.74	455906	
DE LAGE LANDEN PUBLIC FINANCE	70.00	455924	
TEXTRON AVIATION INC	173.14	455998	
			2,377.06**
FEMA EMERGENCY			
GULF COAST	2,831.15	455975	
MOBILE MODULAR MANAGEMENT CORP	412.70	456007	
			3,243.85**
FAMILY GROUP CONFERENCING			
DE LAGE LANDEN PUBLIC FINANCE	70.00	455924	
			70.00**
J.C. FAMILY TREATMENT			
BEAUMONT OCCUPATIONAL SERVICE, INC.	293.85	455864	
JUDY PAASCH	175.00	455880	
PATRICIA PETERS	2,044.00	455968	
			2,512.85**
SECURITY FEE FUND			
JEFFERSON COUNTY CREDIT CARDS	139.55	455915	
			139.55**
LAW LIBRARY FUND			
STATE BAR OF TEXAS	105.00	455815	
DE LAGE LANDEN PUBLIC FINANCE	70.00	455924	
			175.00**
EMPG GRANT			
JEFFERSON COUNTY CREDIT CARDS	3,753.00	455915	
			3,753.00**
GRANT A STATE AID			
OFFICE DEPOT	271.11	455794	
VICTORIA COUNTY JUVENILE SERVICES	2,372.28	455900	
			2,643.39**
COMMUNITY SUPERVISION FND			
OFFICE DEPOT	1,460.57	455794	
PAMELA G. STEWART	29.94	455816	
TIME WARNER COMMUNICATIONS	90.03	455822	
TEXAS DEPT OF LICENSING &	425.00	455825	
UNITED STATES POSTAL SERVICE	194.72	455858	
UNITED STATES POSTAL SERVICE	272.60	455859	
ABSHIRE INTERPRETING SERVICES	130.00	455896	
JCCSC	130.00	455917	
			2,732.86**
JEFF. CO. WOMEN'S CENTER			
CURTIS 1000, INC.	632.65	455756	
EFFICIENT SYSTEMS, INC.	889.84	455761	
W.W. GRAINGER, INC.	32.75	455766	
ISI COMMERCIAL REFRIGERATION	421.50	455772	
KIM MCKINNEY, LPC, LMFT	75.00	455785	
SYSCO FOOD SERVICES, INC.	1,023.35	455817	
WARREN EQUIPMENT CO.	205.00	455830	
BEN E KEITH FOODS	1,310.41	455878	
CENTERPOINT ENERGY RESOURCES CORP	397.30	455882	
ATTABOY TERMITE & PEST CONTROL	50.00	455908	
DE LAGE LANDEN PUBLIC FINANCE	140.00	455924	
INDUSTRIAL & COMMERCIAL MECHANICAL	330.00	455931	
SAM'S CLUB DIRECT	123.24	455933	
MATERA PAPER COMPANY INC	440.24	455938	

NAME	AMOUNT	CHECK NO.	TOTAL
SPOK INC	16.44	455951	
GLOBAL TEL*LINK CORP	1,000.00	455954	7,087.72**
MENTALLY IMPAIRED OFFEND.			
TRAZARRA STELLY	58.58	455897	58.58**
COMMUNITY CORRECTIONS PRG			
CASH ADVANCE ACCOUNT	926.90	455776	
DE LAGE LANDEN PUBLIC FINANCE	90.00	455924	1,016.90**
DRUG DIVERSION PROGRAM			
MARKET BASKET	98.33	455784	
DE LAGE LANDEN PUBLIC FINANCE	80.00	455924	178.33**
LAW OFFICER TRAINING GRT			
TEXAS COMMISSION ON LAW ENFORCEMENT	35.00	455899	
JEFFERSON COUNTY CREDIT CARDS	126.48	455915	
THE MONOGRAM SHOP	39.00	455980	200.48**
COUNTY RECORDS MANAGEMENT			
UNITED STATES POSTAL SERVICE	.41	455858	
BRUCE HAMILTON	1,247.58	455872	
BEAUMONT HERITAGE SOCIETY	100.00	455875	1,347.99**
UNCLAIMED FUNDS MGMT FUND			
GILDARDO CISNEROS	40.00	456017	40.00**
HOTEL OCCUPANCY TAX FUND			
D&S SIGN & SUPPLY, INC.	120.00	455740	
CITY OF BEAUMONT - WATER DEPT.	99.52	455747	
MUNRO'S	87.55	455789	
TRI-CITY COFFEE SERVICE	22.90	455826	
DE LAGE LANDEN PUBLIC FINANCE	315.00	455924	644.97**
DISTRICT CLK RECORDS MGMT			
DE LAGE LANDEN PUBLIC FINANCE	140.00	455924	140.00**
COASTAL RESTORATION PRJCT			
TIM RICHARDSON	10,500.00	455942	10,500.00**
AIRPORT FUND			
CITY OF NEDERLAND	269.02	455750	
UNITED STATES POSTAL SERVICE	.82	455858	
BLUE GLOBES	6,265.00	455894	
DE LAGE LANDEN PUBLIC FINANCE	140.00	455924	6,674.84**
SE TX EMP. BENEFIT POOL			
STANDARD INSURANCE COMPANY	22,739.20	455885	
RELIANCE STANDARD LIFE INSURANCE	5,812.18	455886	
EXPRESS SCRIPTS INC	67,956.28	455992	96,507.66**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	9,333.73	455883	9,333.73**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	13,905.00	455711	
CLEAT	342.00	455712	
JEFFERSON CTY. TREASURER	13,746.02	455713	
RON STADTMUELLER - CHAPTER 13	157.50	455714	
INTERNAL REVENUE SERVICE	208.00	455715	

NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON CTY. ASSN. OF D.S. & C.O.	4,120.00	455716	
JEFFERSON CTY. COMMUNITY SUP.	9,825.34	455717	
JEFFERSON CTY. TREASURER - HEALTH	530,380.23	455718	
JEFFERSON CTY. TREASURER - GENERAL	10.00	455719	
JEFFERSON CTY. TREASURER - PAYROLL	1,785,856.42	455720	
JEFFERSON CTY. TREASURER - PAYROLL	628,289.93	455721	
MONY LIFE INSURANCE OF AMERICA	100.34	455722	
POLICE & FIRE FIGHTERS' ASSOCIATION	2,116.58	455723	
TGSLC	315.10	455724	
JEFFERSON CTY. TREASURER - TCDRS	678,007.65	455725	
OPPENHEIMER FUNDS DISTRIBUTOR, INC	1,484.99	455726	
JEFFERSON COUNTY TREASURER	2,689.60	455727	
JEFFERSON COUNTY - TREASURER -	7,143.05	455728	
NECHES FEDERAL CREDIT UNION	41,563.40	455729	
JEFFERSON COUNTY - NATIONWIDE	51,531.12	455730	
U S DEPARTMENT OF TREASURY	187.48	455731	
JOHN TALTON	1,835.38	455732	
BELINDA M ZURITA	230.77	455733	
			3,774,045.90**
MARINE DIVISION			
AVIALL	261.08	455739	
CITY OF NEDERLAND	20.65	455750	
JACK BROOKS REGIONAL AIRPORT	207.10	455775	
VERIZON WIRELESS	531.86	455856	
GALLS LLC	241.50	455962	
			1,262.19**
SHERIFF-SPINDLETOP GRANT			
GALLS LLC	10.50	455962	
			10.50**
			4,398,901.53***

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
SOUTHERN COMPUTER WAREHOUSE	427.15	456028	
OFFICE DEPOT	148.42	456064	
TRI-CITY COFFEE SERVICE	131.27	456088	
DAWN DONUTS	45.50	456212	
			752.34**
ROAD & BRIDGE PCT.#1			
ENTERGY	796.93	456047	
SOUTHEAST TEXAS WATER	16.00	456078	
COUNTY PROGRESS MAGAZINE	79.00	456093	
CROWN ELECTRIC	1,550.00	456100	
ASCO	1,280.48	456185	
GULF COAST	470.25	456218	
			4,192.66**
ROAD & BRIDGE PCT.#2			
ENTERGY	478.90	456047	
MID-COUNTY ALTERNATOR	165.00	456058	
MUNRO'S	240.00	456061	
PHILPOTT MOTORS, INC.	63.08	456066	
S.E. TEXAS BUILDING SERVICE	346.66	456077	
AT&T	99.87	456080	
INTERSTATE ALL BATTERY CENTER - BMT	235.90	456160	
DOGGETT HEAVY MACHINERY LLC	31.47	456166	
PRO CHEM INC	182.26	456179	
RELADYNE	483.84	456191	
GULF COAST	5,128.55	456218	
			7,455.53**
ROAD & BRIDGE PCT. # 3			
FARM & HOME SUPPLY	.78	456041	
CASH ADVANCE ACCOUNT	125.40	456054	
MUNRO'S	376.85	456061	
HOWARD'S AUTO SUPPLY	237.53	456097	
LOWE'S HOME CENTERS, INC.	59.35	456131	
WEST END LUMBER, INC.	3.99	456136	
TEXAS GAS SERVICE	209.06	456137	
UNDERGROUND INC.	54,131.00	456140	
CENTERPOINT ENERGY RESOURCES CORP	40.68	456144	
SMITTY'S HAMSHIRE GULF	42.00	456216	
ALL TERRAIN EQUIPMENT CO	13.97	456220	
			54,486.91**
ROAD & BRIDGE PCT.#4			
COASTAL WELDING SUPPLY	65.10	456035	
J.K. CHEVROLET CO.	108.54	456052	
CASH ADVANCE ACCOUNT	536.86	456054	
M&D SUPPLY	76.92	456056	
MUNRO'S	75.83	456061	
OFFICE DEPOT	219.54	456064	
PARTS EXCHANGE COMPANY, INC.	164.00	456065	
PHILPOTT MOTORS, INC.	596.17	456066	
SMART'S TRUCK & TRAILER, INC.	490.15	456076	
SOUTHEAST TEXAS WATER	70.25	456078	
UNITED STATES POSTAL SERVICE	45.01	456121	
KIESCHNICK INDUSTRIES, INC.	496.00	456132	
ON TIME TIRE	355.00	456177	
ASCO	128.39	456185	
NATIONAL PEN CO LLC	247.92	456188	
O'REILLY AUTO PARTS	326.60	456231	
			4,002.28**
ENGINEERING FUND			
VERIZON WIRELESS	248.07	456115	
			248.07**
PARKS & RECREATION			
CITY OF PORT ARTHUR - WATER DEPT.	293.48	456034	
ENTERGY	1,029.83	456047	
M&D SUPPLY	23.92	456056	
ROSS RIDGE SAND COMPANY LP	400.00	456152	
			1,747.23**
GENERAL FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON CTY. DISTRICT CLERK	200.00	456053	
MCGRIFF, SEIBELS & WILLIAMS OF TX	376,536.80	456135	
MOTIVA ENTERPRISES LLC	4,161,826.17	456159	
			4,538,562.97*
TAX OFFICE			
OFFICE DEPOT	211.58	456064	
ACE IMAGEWEAR	21.55	456075	
UNITED STATES POSTAL SERVICE	3,006.34	456121	
RT LAWRENCE CORPORATION	176.25	456180	
CINTAS CORPORATION	202.96	456215	
			3,618.68*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	1.24	456121	
			1.24*
AUDITOR'S OFFICE			
FRAN M. LEE	66.00	456092	
UNITED STATES POSTAL SERVICE	13.14	456121	
			79.14*
COUNTY CLERK			
CASH ADVANCE ACCOUNT	792.15	456054	
OFFICE DEPOT	71.46	456064	
CDW COMPUTER CENTERS, INC.	90.96	456098	
UNITED STATES POSTAL SERVICE	226.02	456121	
WESTERN MICROGRAPHICS & IMAGING	187.00	456176	
			1,367.59*
COUNTY JUDGE			
UNITED STATES POSTAL SERVICE	16.99	456121	
BRITTANIE HOLMES	500.00	456182	
WILLIAM MARCUS WILKERSON	500.00	456183	
TARA SHELANDER	500.00	456196	
JAN GIROUARD & ASSOCIATES LLC	400.00	456213	
			1,916.99*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	6.71	456121	
			6.71*
COUNTY TREASURER			
CASH ADVANCE ACCOUNT	1,028.60	456054	
UNITED STATES POSTAL SERVICE	176.47	456121	
			1,205.07*
PURCHASING DEPARTMENT			
PORT ARTHUR NEWS, INC.	1,953.13	456067	
UNITED STATES POSTAL SERVICE	74.55	456121	
			2,027.68*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	100.00	456054	
TEXAS ASSN. OF COUNTIES - TAC	2,985.00	456086	
ADVANCED STAFFING	97.50	456094	
WALMART COMMUNITY BRC	1.88	456119	
MCGRIFF, SEIBELS & WILLIAMS OF TX	791,983.59	456135	
NETCJCA	175.00	456170	
			795,342.97*
DATA PROCESSING			
DLT SOLUTIONS LLC	476.49	456026	
DELL MARKETING L.P.	574.74	456039	
OFFICE DEPOT	54.82	456064	
CDW COMPUTER CENTERS, INC.	776.82	456098	
SPS VAR LLC	42,850.00	456133	
GLOBAL KNOWLEDGE TRAINING LLC	3,505.50	456229	
			48,238.37*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	116.29	456121	
			116.29*
ELECTIONS DEPARTMENT			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	246.80	456121	
AT&T MOBILITY	564.45	456211	
			811.25*
DISTRICT ATTORNEY			
CAMEO / SABINE NECHES TRAVEL	806.80	456032	
DELL MARKETING L.P.	1,071.49	456039	
GT DISTRIBUTORS, INC.	278.76	456043	
OFFICE DEPOT	1,619.64	456064	
CDW COMPUTER CENTERS, INC.	77.47	456098	
JAMES ARCENEUX	850.00	456116	
UNITED STATES POSTAL SERVICE	309.42	456121	
SHI GOVERNMENT SOLUTIONS, INC.	263.58	456127	
CLASSIC FORMS AND PRODUCTS	96.84	456138	
THOMSON REUTERS-WEST	385.00	456187	
KATHLEEN KENNEDY	339.73	456198	
GALLS LLC	78.61	456204	
LAUREN KEMP	834.00	456224	
TROY ROBINSON	472.36	456228	
LAURA RAMOS	225.00	456230	
			7,708.70*
DISTRICT CLERK			
OFFICE DEPOT	1,583.46	456064	
UNITED STATES POSTAL SERVICE	326.61	456121	
			1,910.07*
CRIMINAL DISTRICT COURT			
UNITED STATES POSTAL SERVICE	7.36	456121	
			7.36*
58TH DISTRICT COURT			
SOUTHEAST TEXAS WATER	29.95	456078	
			29.95*
60TH DISTRICT COURT			
SIERRA SPRING WATER CO. - BT	70.00	456125	
			70.00*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.82	456121	
			.82*
172ND DISTRICT COURT			
OFFICE DEPOT	62.55	456064	
			62.55*
252ND DISTRICT COURT			
TODD W LEBLANC	800.00	456021	
THOMAS J. BURBANK PC	3,810.20	456031	
TEXAS ASSN. FOR COURT ADMINISTRATIO	75.00	456084	
UNITED STATES POSTAL SERVICE	224.86	456121	
ALLEN PARKER	8,750.00	456164	
SAMUEL & SON LAW FIRM PLLC	8,750.00	456199	
THOMAS WILLIAM KELLEY	5,078.75	456217	
			27,488.81*
279TH DISTRICT COURT			
CATHERINE BRUNEY	900.00	456050	
ANITA F. PROVO	100.00	456068	
JOHN D WEST	300.00	456104	
LEXIS-NEXIS	152.00	456123	
JOEL WEBB VAZQUEZ	100.00	456143	
KIMBERLY PHELAN, P.C.	250.00	456146	
ANGELA L MORMAN	270.00	456150	
P DEAN BRINKLEY	300.00	456167	
JONATHAN L. STOVALL	200.00	456169	
ALICIA K HALL	100.00	456175	
BRITTANIE HOLMES	100.00	456182	
WILLIAM FORD DISHMAN	400.00	456192	
TARA SHELANDER	100.00	456196	
DANE DENNISON	150.00	456197	
			3,422.00*
317TH DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
PHILLIP DOWDEN	475.00	456027	
LAIROD DOWDEN, JR.	650.00	456040	
ANITA F. PROVO	800.00	456068	
WENDELL RADFORD	650.00	456069	
KEVIN S. LAINE	325.00	456096	
JOEL WEBB VAZQUEZ	150.00	456143	
KIMBERLY PHELAN, P.C.	325.00	456146	
TARA SHELANDER	150.00	456196	
MELANIE AIREY	150.00	456202	
THE MAYO LAW FIRM PLLC	500.00	456219	
JUSTICE COURT-PCT 1 PL 1			4,175.00*
UNITED STATES POSTAL SERVICE	16.95	456121	
LEXISNEXIS- ACCURINT	93.73	456163	
JUSTICE COURT-PCT 1 PL 2			110.68*
LEXISNEXIS- ACCURINT	93.73	456163	
HIGGINBOTHAM INSURANCE AGENCY INC	142.00	456201	
JUSTICE COURT-PCT 2			235.73*
KIRKSEY'S SPRINT PRINTING	24.95	456055	
LEXISNEXIS- ACCURINT	93.73	456163	
JUSTICE COURT-PCT 6			118.68*
UNITED STATES POSTAL SERVICE	45.47	456121	
LEXISNEXIS- ACCURINT	93.73	456163	
JUSTICE COURT-PCT 7			139.20*
LEXISNEXIS- ACCURINT	93.73	456163	
JUSTICE OF PEACE PCT. 8			93.73*
OFFICE DEPOT	422.29	456064	
CLASSIC FORMS AND PRODUCTS	198.00	456138	
COUNTY COURT AT LAW NO.1			620.29*
STATE BAR OF TEXAS	20.00	456081	
UNITED STATES POSTAL SERVICE	6.59	456121	
LEXIS-NEXIS	69.00	456122	
SIERRA SPRING WATER CO. - BT	78.53	456126	
COUNTY COURT AT LAW NO. 2			174.12*
JOHN D WEST	550.00	456104	
UNITED STATES POSTAL SERVICE	4.21	456121	
WILLIAM MARCUS WILKERSON	550.00	456183	
THE MAYO LAW FIRM PLLC	300.00	456219	
COUNTY COURT AT LAW NO. 3			1,404.21*
NATHAN REYNOLDS, JR.	250.00	456070	
BRANDI SEWELL	596.55	456095	
UNITED STATES POSTAL SERVICE	8.65	456121	
BRITTANIE HOLMES	250.00	456182	
COURT MASTER			1,105.20*
RICHARD D. HUGHES	3,050.00	456051	
SAM HOUSTON STATE UNIVERSITY	300.00	456073	
UNITED STATES POSTAL SERVICE	1.74	456121	
MEDIATION CENTER			3,351.74*
TEXAS DRC DIRECTOR'S COUNCIL	100.00	456019	
GREATER BMT. CHAMBER OF COMMERCE	50.00	456030	
OFFICE DEPOT	105.57	456064	
SOUTHEAST TEXAS WATER	36.75	456078	

NAME	AMOUNT	CHECK NO.	TOTAL
TEXAS ASSN. OF MEDIATORS	175.00	456085	
UNITED STATES POSTAL SERVICE	3.47	456121	
TEXAS MEDIATION TRAINERS ROUNDTABLE	25.00	456130	
			495.79*
SHERIFF'S DEPARTMENT			
ENTERGY	676.91	456047	
AT&T	129.84	456080	
UNITED STATES POSTAL SERVICE	2,360.33	456121	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	250.00	456214	
			3,417.08*
JAIL - NO. 2			
CITY OF BEAUMONT - WATER DEPT.	16.00	456033	
AT&T	29.38	456080	
WALMART COMMUNITY BRC	171.96	456119	
CORRHEALTH LLC	78,900.85	456226	
			79,118.19*
JUVENILE PROBATION DEPT.			
UNITED STATES POSTAL SERVICE	13.98	456121	
			13.98*
JUVENILE DETENTION HOME			
FLOWERS FOODS	162.80	456141	
BEN E KEITH FOODS	4,281.38	456142	
VACUUM CITY & UNIQUE GIFTS	211.85	456225	
STERICYCLE, INC	35.00	456227	
			4,691.03*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	48.30	456121	
LEXISNEXIS- ACCURINT	93.72	456163	
			142.02*
CONSTABLE-PCT 2			
KIRKSEY'S SPRINT PRINTING	58.20	456055	
TAC - TEXAS ASSN. OF COUNTIES	230.00	456083	
LEXISNEXIS- ACCURINT	93.73	456163	
			381.93*
CONSTABLE-PCT 4			
CASH ADVANCE ACCOUNT	423.90	456054	
DISH NETWORK	72.57	456148	
			496.47*
CONSTABLE-PCT 6			
CASH ADVANCE ACCOUNT	686.74	456054	
UNITED STATES POSTAL SERVICE	2.47	456121	
LEXISNEXIS- ACCURINT	93.73	456163	
			782.94*
COUNTY MORGUE			
FORENSIC MEDICAL	59,200.00	456234	
			59,200.00*
AGRICULTURE EXTENSION SVC			
OFFICE DEPOT	74.63	456064	
WALMART COMMUNITY BRC	123.97	456119	
			198.60*
HEALTH AND WELFARE NO. 1			
UNITED STATES POSTAL SERVICE	57.36	456121	
LEXISNEXIS- ACCURINT	140.60	456163	
			197.96*
HEALTH AND WELFARE NO. 2			
GABRIEL FUNERAL HOME, INC.	1,500.00	456044	
HEB CREDIT RECEIVABLES DEPT 308	115.00	456155	
LEXISNEXIS- ACCURINT	140.60	456163	
STERICYCLE, INC	35.00	456227	
			1,790.60*
NURSE PRACTITIONER			

NAME	AMOUNT	CHECK NO.	TOTAL
MCKESSON MEDICAL-SURGICAL INC	392.75	456101	
SIERRA SPRING WATER CO. - BT	6.00	456124	
ENVIRONMENTAL CONTROL			398.75*
WALMART COMMUNITY BRC	157.96	456119	
INDIGENT MEDICAL SERVICES			157.96*
KING'S PHARMACY	186.57	456024	
LOCAL GOVERNMENT SOLUTIONS LP	3,773.00	456153	
CARDINAL HEALTH 110 INC	30,750.38	456190	
MAINTENANCE-BEAUMONT			34,709.95*
CITY OF BEAUMONT - LANDFILL	58.00	456029	
COBURN'S, BEAUMONT BOWIE (1)	291.23	456036	
W.W. GRAINGER, INC.	345.21	456045	
OFFICE DEPOT	27.26	456064	
RALPH'S INDUSTRIAL ELECTRONICS	83.40	456072	
SANITARY SUPPLY, INC.	982.75	456074	
ACE IMAGEWEAR	176.82	456075	
S.E. TEXAS BUILDING SERVICE	25,381.80	456077	
SOUTHWEST BUILDING SYSTEMS	200.90	456079	
WORTH HYDROCHEM	265.00	456091	
CARRIER ENTERPRISE LLC	79.00	456189	
WASTEWATER TRANSPORT SERVICES LLC	395.00	456195	
MAINTENANCE-PORT ARTHUR			28,286.37*
ALL-PHASE ELECTRIC SUPPLY	294.00	456038	
FAST SIGNS, INC.	124.07	456042	
ENTERGY	3,369.35	456047	
S.E. TEXAS BUILDING SERVICE	2,025.00	456077	
WHOLESALE ELECTRIC SUPPLY CO.	134.24	456090	
WALMART COMMUNITY BRC	119.80	456119	
SOLAR	19.54	456128	
LOWE'S HOME CENTERS, INC.	45.60	456131	
PARKER LUMBER	161.15	456165	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	122.75	456203	
MAINTENANCE-MID COUNTY			6,415.50*
A&A EQUIPMENT	155.00	456018	
ENTERGY	1,905.99	456047	
RITTER @ HOME	50.46	456071	
SANITARY SUPPLY, INC.	170.70	456074	
ACE IMAGEWEAR	141.48	456075	
S.E. TEXAS BUILDING SERVICE	4,008.33	456077	
W. JEFFERSON COUNTY M.W.D.	27.14	456089	
A1 FILTER SERVICE COMPANY	99.50	456174	
SERVICE CENTER			6,558.60*
J.K. CHEVROLET CO.	138.08	456052	
THE MUFFLER SHOP	98.00	456060	
MUNRO'S	46.47	456061	
PHILPOTT MOTORS, INC.	617.14	456066	
AT&T	64.92	456080	
AUTO TRIM EXPRESS	135.00	456102	
JEFFERSON CTY. TAX OFFICE	7.50	456106	
JEFFERSON CTY. TAX OFFICE	7.50	456107	
JEFFERSON CTY. TAX OFFICE	7.50	456108	
JEFFERSON CTY. TAX OFFICE	7.50	456109	
JEFFERSON CTY. TAX OFFICE	7.50	456110	
JEFFERSON CTY. TAX OFFICE	7.50	456111	
JEFFERSON CTY. TAX OFFICE	7.50	456112	
JEFFERSON CTY. TAX OFFICE	7.50	456113	
JEFFERSON CTY. TAX OFFICE	22.00	456114	
VOYAGER FLEET SYSTEM, INC.	14,628.24	456139	
ROBERT'S TEXACO XPRESS LUBE	168.00	456157	
AMERICAN TIRE DISTRIBUTORS	220.44	456158	
MIGHTY OF SOUTHEAST TEXAS	1,266.43	456171	

NAME	AMOUNT	CHECK NO.	TOTAL
SILSBEE FORD INC	333.20	456193	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	399.99	456194	
1800RADIATOR & AC	156.00	456200	
TEXAS DEPARTMENT OF MOTOR VEHICLES	7.50	456205	
TEXAS DEPARTMENT OF MOTOR VEHICLES	7.50	456206	
TEXAS DEPARTMENT OF MOTOR VEHICLES	7.50	456207	
TEXAS DEPARTMENT OF MOTOR VEHICLES	7.50	456208	
TEXAS DEPARTMENT OF MOTOR VEHICLES	7.50	456209	
TEXAS DEPARTMENT OF MOTOR VEHICLES	7.50	456210	
O'REILLY AUTO PARTS	11.98	456231	18,410.89*
VETERANS SERVICE			
OFFICE DEPOT	214.06	456064	
UNITED STATES POSTAL SERVICE	2.20	456121	
HILARY GUEST	106.60	456134	
			322.86*
			5,691,711.26**
MOSQUITO CONTROL FUND			
SUPERIOR TIRE & SERVICE	29.89	456025	
W.W. GRAINGER, INC.	47.78	456045	
ENTERGY	572.27	456047	
MUNRO'S	39.89	456061	
OFFICE DEPOT	.00	456064	
TRIANGLE ENGINE DIST.	53.24	456087	
TEXAS AIRCRAFT PROPELLER & ACCESSOR	985.61	456221	
O'REILLY AUTO PARTS	33.84	456231	1,762.52**
FEMA EMERGENCY			
WALMART COMMUNITY BRC	125.00	456119	125.00**
J.C. FAMILY TREATMENT			
BEAUMONT OCCUPATIONAL SERVICE, INC.	443.45	456129	443.45**
SECURITY FEE FUND			
IDENTISYS	429.07	456151	429.07**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	328.00	456187	328.00**
JUVENILE PROB & DET. FUND			
JESSE BRANICK	300.00	456023	
VERIZON WIRELESS	26.21	456115	326.21**
GRANT A STATE AID			
HAYS COUNTY JUVENILE CENTER	78.75	456149	
PATTILLO BROWN & HILL LLP	6,300.00	456172	6,378.75**
COMMUNITY SUPERVISION FND			
UNITED STATES POSTAL SERVICE	131.88	456121	
LOCAL GOVERNMENT SOLUTIONS LP	6,965.00	456153	
JCCSC	120.00	456168	
PATTILLO BROWN & HILL LLP	6,000.00	456172	
STERICYCLE, INC	175.00	456227	13,391.88**
JEFF. CO. WOMEN'S CENTER			
AIR COMFORT, INC.	95.00	456020	
KIM MCKINNEY, LPC, LMFT	150.00	456057	
OFFICE DEPOT	373.69	456064	
SYSCO FOOD SERVICES, INC.	969.38	456082	
TEXAS FIRE & COMMUNICATIONS	90.00	456103	
VINCENT'S A/C	259.20	456117	
TOWER COMMUNICATIONS, INC.	60.00	456118	
BEN E KEITH FOODS	2,426.61	456142	

NAME	AMOUNT	CHECK NO.	TOTAL
SAM'S CLUB DIRECT	197.70	456181	
MATERA PAPER COMPANY INC	189.09	456186	
STERICYCLE, INC	35.00	456227	4,845.67**
DRUG DIVERSION PROGRAM			
OFFICE DEPOT	90.91	456064	90.91**
COUNTY RECORDS MANAGEMENT			
SOUTHERN COMPUTER WAREHOUSE	418.32	456028	418.32**
HOTEL OCCUPANCY TAX FUND			
MUNRO'S	46.11	456061	
UNITED STATES POSTAL SERVICE	8.30	456121	54.41**
CAPITAL PROJECTS FUND			
LJA ENGINEERING INC	1,144.54	456178	1,144.54**
AIRPORT FUND			
TRIANGLE LOCKSMITH	100.50	456022	
COASTAL WELDING SUPPLY	25.14	456035	
COBURN'S GROVES (5)	36.47	456037	
ENTERGY	12,880.36	456049	
B.C. MILLER ELECTRIC, INC.	749.34	456059	
AT&T	620.22	456080	
TRI-CITY COFFEE SERVICE	245.30	456088	
TRANTEX, INC.	3,340.00	456099	
E. SULLIVAN ADVERTISING & DESIGN	5,500.00	456105	
UNITED STATES POSTAL SERVICE	2.65	456121	
DISH NETWORK	103.08	456147	
ROBERT'S TEXACO XPRESS LUBE	42.00	456157	
ATTABOY TERMITE & PEST CONTROL	224.52	456161	
UNIFIRST HOLDINGS INC	133.02	456162	
DELTA INDUSTRIAL SERVICE & SUPPLY	1,480.00	456173	
ADVANCE AUTO PARTS	48.84	456184	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	147.79	456194	
TEXAS SUSPENSION INC.	121.95	456232	
TITAN AVIATION FUELS	37,490.68	456233	63,291.86**
SE TX EMP. BENEFIT POOL			
EXPRESS SCRIPTS INC	75,861.90	456222	
UNITEDHEALTHCARE INSURANCE COMPANY	1,033.68	456223	76,895.58**
SETEC FUND			
B.C. MILLER ELECTRIC, INC.	2,866.00	456059	2,866.00**
WORKER'S COMPENSATION FD			
MCGRIFF, SEIBELS & WILLIAMS OF TX	173,775.00	456135	
TRISTAR RISK MANAGEMENT	33,432.14	456145	207,207.14**
APPELLATE JUDICIAL SYSTEM			
9TH COURT OF APPEALS	2,155.00	456154	2,155.00**
MARINE DIVISION			
ENTERGY	650.10	456047	
AT&T	84.44	456080	734.54**
			6,147,485.13***



Region 5 Prevention Resource Center (PRC)

Community Agreement Memorandum of Understanding September 1, 2018 through August 31, 2019

The purpose of this agreement is to establish and coordinate a working relationship between the **Region 5 Prevention Resource Center (PRC)** of the Alcohol and Drug Abuse Council of Deep East Texas and **Jefferson County Commissioners Court** to encourage networking and coordination of efforts, to assist in data collection strategies, to prevent use/abuse of alcohol, marijuana and prescription drugs, as well as tobacco and other drugs while maintaining confidentiality of all specific client information and identification.

Region 5 Prevention Resource Center will provide the following services or resources for the 15 counties located in Region 5:

- Collect data for the Regional Needs Assessment (RNA).
- Develop an RNA that includes data on alcohol (underage drinking), marijuana, and prescription drugs, as well as tobacco and other drugs (ATOD).
- Provide presentations on the local and regional data collected for the RNA.
- Facilitate local and regional data collection strategies to prevent the abuse of alcohol, marijuana, and prescription drugs, as well as tobacco and other drugs.
- Provide information on the availability of substance abuse prevention trainings offered by the Department of Health and Human Services (HHS) & Coordinated Training Services (CTS).

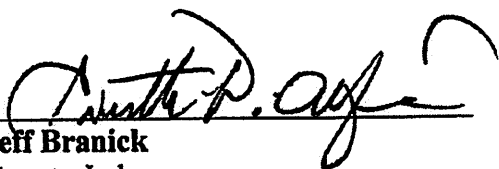
Jefferson County Commissioners Court agrees to support the **Region 5 Prevention Resource Center** in the following manner:

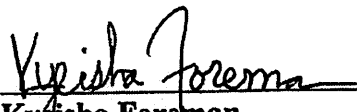
- Provide the PRC with non-confidential data pertaining to the RNA if possible.
- Assist the PRC with networking to help collect data and identify resources for the regional data collection.
- Assist the PRC in raising awareness and participating in prevention training if needed.
- Offer networking assistance to strengthen prevention efforts in the community.

This is a non-binding, non-financial Community Agreement/Memorandum of Understanding.

Region 5 Prevention Resource Center
304 N. Raguet ♦ Lufkin, Texas 75904 ♦ (936) 631-8771 ♦ Fax (936) 639-2638
E-Mail: kforeman@adacdet.org
Prevention Begins With YOU!

Additional comments: _____


Jeff Branick
County Judge
Jefferson County Commissioners Court


Kyeisha Foreman
Community Liaison
Region 5 Prevention Resource

Feb. 04, 2019
Date

2/4/19
Date

COUNTY:

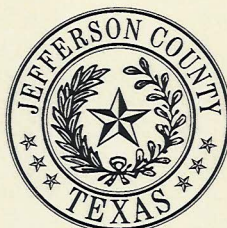
Angelina
Jasper
Newton
Sabine
Shelby

Hardin
Jefferson
Orange
San Augustine
Trinity

Houston
Nacogdoches
Polk
San Jacinto
Tyler

**AGENDA ITEM****February 19, 2019**

Consider, possibly approve a Resolution for Approval for Election Regarding Pari-Mutuel Wagering and Pari-Mutuel Wagering on Simulcast.



Resolution

STATE OF TEXAS

§
§
§

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 19th day of February, 2019, on motion made by Brent Weaver, Commissioner of Precinct No. 2, and seconded by Judge Jeff Branick, Commissioner of Precinct No. , the following Resolution was adopted:

APPROVAL OF ELECTION FOR PARI-MUTUEL WAGERING

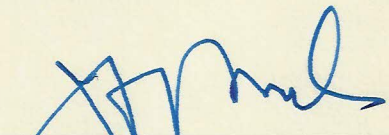
WHEREAS, presented a resolution of the Jefferson County Commissioners Court, Jefferson County Texas to approve a local opinion election to approve the legalization of pari-mutuel wagering on horse races in accordance of the Texas Racing Act and rules of the Texas Racing Commission.

WHEREAS, the Texas Racing act Sec. 16.02. Methods for Initiating Election. The Commissioners court on its own motion by a majority vote of its members may order an election to approve the legalization of pari-mutuel wagering on horse races or greyhound races, and it shall order an election.

WHEREAS, the Texas Racing act Sec. 16.021. Approval of Simulcast Races. The Commissioners court of a county in which there is a racetrack conducting live racing, on its own motion by a majority vote of its members, may order an election to approve pari-mutuel wagering on simulcast horse races or greyhound races.

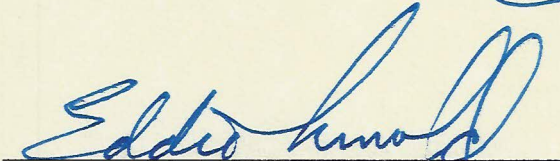
WHEREAS, the Commissioners Court of Jefferson County, Texas considered the following resolution and an accompanying election order request that a local option election be called in accordance with the terms and provisions of the above mention purpose of legally qualified voters of Jefferson County Texas.

SIGNED this 19th day of February, 2019.



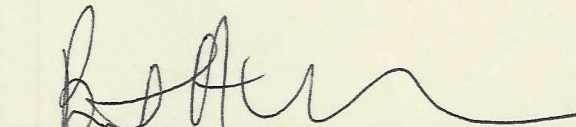
JUDGE JEFF R. BRANICK
County Judge





COMMISSIONER EDDIE ARNOLD
Precinct No. 1

ABSENT
COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3



COMMISSIONER BRENT A. WEAVER
Precinct No. 2

ABSENT
COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

**ORDER CALLING FOR A LOCAL OPTION ELECTION TO APPROVE LEGALIZING
PARIMUTUEL WAGERING ON SIMULCAST RACES IN JEFFERSON COUNTY**

There came on to be considered a Local Option Election Resolution to approve the Legalizing of parimutuel wagering on simulcast racing in Jefferson County, Texas, as enacted under Texas Racing Act, and authorized by Article 179e, Tex. Rev. Civ. Stat. Ann. (Vernon Supp. 1987), and ARTICLE 16, Sec. 16.02, for the purpose of submitting to the legally qualified voters of said County the determination of the following issue, to wit:

FOR "Legalizing parimutuel wagering on simulcast races
in Jefferson County"
AGAINST "Legalizing parimutuel wagering on simulcast races
in Jefferson County",

and that said election shall be held on November 5, 2019 in each Election Precinct as required by law, and by such persons as designated by the Commissioners' Court. The polls at each of the designated polling places shall on said election date be open from 7:00 o'clock A.M. to 7:00 o'clock P.M.

Said ballot shall also have printed thereon the proposition appropriate to this election in the exact language stated in Article 179e, Tex. Rev. Civ. Stat. Ann (Vernon Supp. 1987), ARTICLE 16, Sec. 16.11, to wit:

FOR "Legalizing parimutuel wagering on simulcast races
in Jefferson County"
AGAINST "Legalizing parimutuel wagering on simulcast races
in Jefferson County".

Notice of said election shall be given as required by Section 4.003 of the Texas Election Code and Article 179e, Texas Revised Civil Statutes Ann. (Vernon Supp. 1987). Absentee voting for said election shall be conducted by the County Clerk, Jefferson County, in accordance with the terms and provisions of the Texas Election Code. Absentee voting will begin October 21st and continue through November 1st during regular office hours. It is further found and determined that written notice of the date, hour, place and subject of this meeting was posted on the bulletin boards located at places convenient and readily accessible to the general public at all times at the County Courthouse at Beaumont, Texas, at least 72 hours preceding the scheduled time of this meeting.

Signed this the 19th day of February, 2019.



JEFF R. BRANICK, County Judge

ATTEST:

Carolyn L. Hurdley
Clerk of the County Court



**ORDER CALLING FOR A LOCAL OPTION ELECTION TO APPROVE LEGALIZING
PARI-MUTUEL WAGERING ON HORSE RACES IN JEFFERSON COUNTY**

There came on to be considered a Local Option Election Resolution to approve the Legalizing of pari-mutuel wagering on horse racing in Jefferson County, Texas, as enacted under Texas Racing Act, and authorized by Article 179e, Tex. Rev. Civ. Stat. Ann. (Vernon Supp. 1987), and ARTICLE 16, Sec. 16.02, for the purpose of submitting to the legally qualified voters of said County the determination of the following issue, to wit:

FOR "Legalizing pari-mutuel wagering on horse races
in Jefferson County"
AGAINST "Legalizing pari-mutuel wagering on horse races
in Jefferson County",

and that said election shall be held on November 5, 2019 in each Election Precinct as required by law, and by such persons as designated by the Commissioners' Court. The polls at each of the designated polling places shall on said election date be open from 7:00 o'clock A.M. to 7:00 o'clock P.M.

Said ballot shall also have printed thereon the proposition appropriate to this election in the exact language stated in Article 179e, Tex. Rev. Civ. Stat. Ann (Vernon Supp. 1987), ARTICLE 16, Sec. 16.11, to wit:

FOR "Legalizing pari-mutuel wagering on horse races
in Jefferson County"
AGAINST "Legalizing pari-mutuel wagering on horse races
in Jefferson County".

Notice of said election shall be given as required by Section 4.003 of the Texas Election Code and Article 179e, Texas Revised Civil Statutes Ann. (Vernon Supp. 1987). Absentee voting for said election shall be conducted by the County Clerk, Jefferson County, in accordance with the terms and provisions of the Texas Election Code. Absentee voting will begin October 21st and continue through November 1st during regular office hours. It is further found and determined that written notice of the date, hour, place and subject of this meeting was posted on the bulletin boards located at places convenient and readily accessible to the general public at all times at the County Courthouse at Beaumont, Texas, at least 72 hours preceding the scheduled time of this meeting.

Whereupon the Order was declared to have been approved by a majority vote of Commissioners' Court.

Signed this the 19th day of February, 2019.



JEFF R. BRANICK, County Judge

ATTEST.

Carol F. Gundry
Clerk of the County Court



**AGENDA ITEM****February 19, 2019**

Consider and possibly approve a RESOLUTION REGARDING A REQUEST OF TRP CRUDE MARKETING, LLC, FOR THE ISSUANCE OF ONE OR MORE SERIES OF REVENUE BONDS; CALLING FOR A PUBLIC HEARING WITH RESPECT THERETO; AND AUTHORIZING OTHER ACTIONS, REQUESTS, APPROVALS AND CONSENTS RELATED THERETO”.

CERTIFICATE FOR RESOLUTION

STATE OF TEXAS §
 §
COUNTY OF JEFFERSON §

We, the undersigned officers of the Commissioners Court (the "Governing Body") of Jefferson County, Texas (the "County"), do hereby make and execute this Certificate for the benefit of all persons interested in the validity of all actions and proceedings of the County. We do hereby certify as follows:

- 1. We are the duly chosen, qualified and acting officers of the County for the offices shown beneath our signatures, and in such capacities, we are familiar with the matters contained in this Certificate.
- 2. The Governing Body convened at a regular meeting of said Governing Body in Beaumont, Texas, on the 19th day of February, 2019, and the roll was called of the duly constituted officers and members of the Governing Body, to wit:

Jeff R. Branick	County Judge
Eddie Arnold	Commissioner, Precinct 1
Brent A. Weaver	Commissioner, Precinct 2
Michael Sinegal	Commissioner, Precinct 3
Everett "Bo" Alfred	Commissioner, Precinct 4

and all were present, except the following absentee(s): Sinegal & Alfred, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

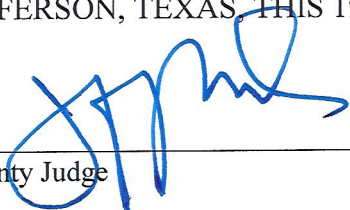
RESOLUTION REGARDING A REQUEST OF TRP CRUDE MARKETING, LLC, FOR THE ISSUANCE OF ONE OR MORE SERIES OF REVENUE BONDS; CALLING FOR A PUBLIC HEARING WITH RESPECT THERETO; AND AUTHORIZING OTHER ACTIONS, REQUESTS, APPROVALS AND CONSENTS RELATED THERETO

was introduced for the consideration of the Governing Body and read in full. It was then duly moved and seconded that said Resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of said Resolution, prevailed and carried by the following vote:

AYES: 3 NAYS: 0 ABSTENTIONS: 0

3. A true, full, and correct copy of the aforesaid Resolution adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that the Resolution has been duly recorded in the Governing Body's minutes of the meeting; that the above and foregoing paragraph is a true, full, and correct except from the Governing Body's minutes of the Meeting pertaining to the adoption of the Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of the Governing Body as indicated therein; and that each of the officers and members of the Governing Body was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting and that the Resolution would be introduced and considered for adoption at the Meeting and each of said officers and members consented, in advance, to the holding of the Meeting for such purpose; and that the Meeting was open to the public, and public notice of the time, place and purpose of the Meeting was given.

WITNESS OUR HANDS AND THE OFFICIAL SEAL OF THE COUNTY OF JEFFERSON, TEXAS, THIS 19th DAY OF February, 2019.



County Judge



County Clerk

[SEAL]



RESOLUTION _____

RESOLUTION REGARDING A REQUEST OF TRP CRUDE MARKETING, LLC FOR THE ISSUANCE OF ONE OR MORE SERIES OF REVENUE BONDS; CALLING FOR A PUBLIC HEARING WITH RESPECT THERETO; AND AUTHORIZING OTHER ACTIONS, REQUESTS, APPROVALS AND CONSENTS RELATED THERETO

WHEREAS, the Jefferson County Industrial Development Corporation (the "Corporation") is authorized by the Development Corporation Act, Chapter 501 of the Texas Local Government Code, as it has been or may be amended (the "Act"), including Subchapter E of the Act, to issue revenue bonds for the purpose of paying all or part of the cost of a "project," as defined (or to be defined) in the Act, and to sell or lease the project to others or to loan the proceeds of the bonds to others to finance all or part of the cost of the project; and

WHEREAS, TRP Crude Marketing, LLC or an affiliate thereof or a related person thereto (the "Company"), desires to finance the Project (as hereinafter defined) with the proceeds of revenue bonds of the Corporation (the "Bonds"), which Bonds will repaid by the Company upon terms and conditions in accordance with the Act and the applicable provisions of the Internal Revenue Code, as amended (the "Code"), including, but not limited Section 144(a) of the Code relating to qualified small issue bonds; and

WHEREAS, the Corporation, by resolution (the "Inducement Resolution"), indicated its intent to authorize the issuance and sale of its tax-exempt obligations and/or its taxable obligations, to the extent permitted by law, to provide funds to defray all or part of the cost of acquiring, constructing, rehabilitating, developing, improving and equipping certain capital improvements, infrastructure, land and equipment and pay related financing costs with respect to manufacturing and related facilities that are located in the town of Winnie, Jefferson County, Texas (the "County"), as more particularly described in Exhibit A hereto, which may constitute one or more projects (collectively, the "Project"), any of such facilities to be constructed or owned by or to be leased or sold to the Company; and

WHEREAS, the County has authorized and approved creation of the Corporation for the public purposes described in the Act; and

WHEREAS, there shall be held a public hearing with respect to the issuance of the Bonds and the nature and location of the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS, THAT:

Section 1. This Resolution is made subject to and with the benefit of the respective representations and warranties, agreements, covenants, terms, conditions, limitations and other provisions of the Inducement Resolution, and nothing contained in this Resolution shall in any way supersede, modify, replace, amend, rescind, waive, narrow or broaden any provision set forth in the Inducement Resolution or any of the rights, remedies or obligations arising therefrom.

Section 2. The Commissioners Court of Jefferson County, Texas (the “Governing Body”) hereby resolves and determines that on **March 11, 2019**, at or prior to a regular meeting of the Governing Body of the County, at the time and place specified in the Notice of Public Hearing attached hereto as **Exhibit B** (the “Notice”), the County Judge or an authorized representative appointed by the County Judge will hold a public hearing on the proposed issuance of the Bonds and the nature and location of the Project. Such Notice will be published no less than fourteen days prior to the hearing in a newspaper of general circulation in the County authorized to publish legal notices.

Section 3. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 4. The Governing Body of the County hereby finds, determines and declares that the meeting at which this Resolution was adopted was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon and public notice of the time, place and subject matter of the public business to be considered at such meeting, including this Resolution was given, all as required by Chapter 551, as amended, Texas Government Code.

Section 5. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Governing Body.

Section 6. All resolutions of the Governing Body, or parts thereof, which are in conflict or inconsistent with any provisions of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 7. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Governing Body hereby declares that this Resolution would have been enacted without such invalid provisions.

Section 8. All other actions taken, requests made, and approvals and consents given by any officer of the County, heretofore or hereafter, that are consistent with the terms, purposes and intent of this Resolution are hereby authorized, ratified and confirmed.

Section 9. This Resolution shall become effective immediately.


PASSED AND ADOPTED this 19th day of February, 2019.

JEFFERSON COUNTY, TEXAS



County Judge

ATTEST:



County Clerk



EXHIBIT A**DESCRIPTION OF PROJECT**

The Company intends to finance or refinance the costs of acquiring, constructing, rehabilitating, developing, improving and equipping capital improvements, equipment, land and infrastructure and pay related financing costs with respect to solvent manufacturing facilities located on approximately 20 acres of land at 29565 Highway 124, Winnie, Jefferson County, Texas 77665, including approximately 8,000 square feet of office facilities, 10,000 square feet of maintenance facilities, loading and unloading racks, and a 15,000 square foot central facility, including a centrifuge and other real and personal property.

EXHIBIT B**NOTICE OF PUBLIC HEARING**

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT CORPORATION
INDUSTRIAL DEVELOPMENT REVENUE BONDS
(TRP CRUDE MARKETING, LLC PROJECT)
SERIES 2019

Notice is hereby given of a public hearing to be held on behalf of the County of Jefferson, Texas, on March 11, 2019, at 1:15 p.m., at the Jefferson County Courthouse, Commissioner's Courtroom, 1149 Pearl, 4th Floor, Beaumont, Texas 77701, with respect to the issuance from time to time as a plan of finance of one or more series of bonds in an aggregate principal amount not to exceed \$10,000,000, which may include refundings thereof, by the Jefferson County Industrial Development Corporation. Proceeds of the Bonds will be loaned to TRP, LLC, a Texas limited liability company, or an affiliate thereof or related person thereto (the "Borrower"), to finance or refinance the costs of acquiring, constructing, rehabilitating, developing, improving and equipping capital improvements, equipment, land and infrastructure and pay related financing costs with respect to solvent manufacturing facilities located on approximately 20 acres of land at 29565 Highway 124, Winnie, Jefferson County, Texas 77665, including approximately 8,000 square feet of office facilities, 10,000 square feet of maintenance facilities, loading and unloading racks, and a 15,000 square foot central facility, including a centrifuge and other real and personal property.

The public hearing will be conducted by the County Judge of Jefferson County, Texas, or an authorized representative appointed by the County Judge. All interested persons are invited to attend such public hearing to express their views with respect to the Project and the Bonds. Questions or requests for additional information may be directed to Guy Goodson, at Germer PLLC, telephone (409) 654-6730, or facsimile (409) 835-2115 or by email to GGoodson@Germer.com. Any interested persons unable to attend the hearing may submit their views in writing to Guy Goodson, 550 Fannin, Suite 400, Beaumont, Texas 77701 prior to the date scheduled for the hearing. This notice is published and the hearing is to be held in satisfaction of the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended.

Jeff R. Branick

JUDGE JEFF R. BRANICK
County Judge

Eddie Arnold

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

ABSENT

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

Brent A. Weaver

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

ABSENT

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



**AGENDA ITEM****February 19, 2019**

Consider possibly approve a Resolution for approval to proceed with Election Security Assessment and to authorize the County Judge to execute the authorization to proceed with the Assessment Program.



Resolution

STATE OF TEXAS

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COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 19th day of February, 2019, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Resolution was adopted:

APPROVAL TO PROCEED WITH ELECTION SECURITY ASSESSMENT

WHEREAS, Jefferson County executed Interlocal agreement ("ILC") to participate in the Texas Department of Information Resources ("DIR") Managed Security Services ("MIS") program; and

WHEREAS, the services being provided will be funded with the 2018 HAVA Election Security Grant Funds under Title I, Section 101 of the Help America Vote Act ("HAVA") of 2002 which will be paid by the Texas Secretary of State's Office to DIR on the County's behalf; and

WHEREAS, the attached SPP is the standard form used for all Texas Counties participating in this important project.

THEREFORE, BE IT RESOLVED that the Commissioners Court of Jefferson does hereby approve with proceeding with the Election Security Assessment Program.

SIGNED this 19th day of February, 2019.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

ABSENT

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

ABSENT

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



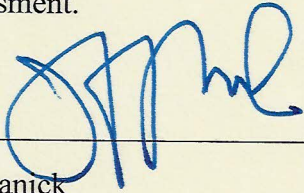
JEFFERSON COUNTY AUTHORIZATION TO PROCEED WITH ELECTION SECURITY ASSESSMENT PROGRAM

I, Jeff R. Branick, (authorized signer on behalf of the county), approve proceeding with the Election Security Assessment program as outlined in the Solution Project Proposal provided. My county has no changes to the Proposal, and (please check one):

Does not require approval from the Commissioners Court (my approval as the authorized approver is enough)

Requires approval from the Commissioners Court, which met and voted its approval on February 19, _____, 2019. Copy of Resolution attached.

I am authorized by the county to approve this work and have the agreement of the IT Staff (if applicable), Voter Registrar, County Clerk, and/or Elections Administrator that all areas of voter registration and election management outlined in the Solution Project Proposal will participate in this assessment.



Jeff R. Branick

County Judge



Joleen E. Fregia
Chief Deputy
E-Mail
joleen@co.jefferson.tx.us

Charlie Hallmark
County Treasurer
1149 Pearl Street – Basement
Beaumont, Texas 77701

Office (409) 835-8509
Fax (409) 839-2347
E-Mail
challmark@co.jefferson.tx.us

February 13, 2019

Judge Jeff R. Branick and
 Commissioners Court
 Jefferson County Courthouse
 Beaumont, Texas 77701

Gentlemen:

Enclosed is the Investment Schedule as of January 31, 2019, including interest earnings.

The weighted average yield to maturity on the County's investments is 1.778%. The interest rate on funds invested in an investment account at Wells Fargo is currently .70%.

The 90 day Treasury discount rate on January 31, 2019 was 2.50% and the interest on your checking accounts for the month of November was .70%

Included in the attached report are the balances for the County's pledged collateral.

This report meets the requirements for investment officers in compliance with the Texas Government Code. Title 10, Section 2256.023.

This should be on the agenda February 19, 2019, to be received and filed.

Sincerely,

Charlie Hallmark
 Enclosure

Agenda should read:

Receive and File Investment Schedule for January, 2019, including the year to date total earnings on County funds.

JEFFERSON COUNTY MONTH END JANUARY 31, 2019 INVESTMENT SCHEDULE

SECURITY DESCRIPTION	SETTLEMENT DATE	PAR AMOUNT	AMOUNT PAID	PRICE PAID	EXP. YIELD	MATURITY DATE	CALL DATE	#Days to mat.	#Days Invested	CUSIP/C.D. NUMBER	BROKER DEALER	CURRENT VALUE	Current Price	ACCRUED FROM PURCHASE COUPON	Coupon paid TO DATE	BOOK VALUE (ACCRUED INT.)
INVESTMENT ACCT	01-Jan-19	\$7,789.39	\$7,789.39	100	0.700%	31-Jan-19	NONE	30	30	7580310386	WELLS FARGO	\$7,789.39				\$7,789.39
CDs and Securities																
FNMA 1.375%	21-Jun-16	\$2,000,000.00	\$2,000,000.00	100	1.375%	21-Jun-19	21-Dec-16	141	1095	3136G3RD9	WELLS SECURITIES	\$1,996,360.00	\$99.32	\$13,597.22	\$55,000.00	\$1,999,957.22
FNMA 1.40%	21-Jun-16	\$2,000,000.00	\$2,000,000.00	100	1.400%	21-Jun-19	21-Dec-16	141	1095	3136G3RM9	NATIONAL ALLIANCE	\$1,986,640.00	\$99.33	\$13,844.44	\$56,000.00	\$2,000,484.44
FHLMC 1.25%	30-Sep-16	\$2,000,000.00	\$2,000,000.00	100	1.250%	30-Sep-19	30-Mar-16	242	1095	3134GAWH7	NATIONAL ALLIANCE	\$1,974,860.00	\$98.74	\$4,166.67	\$50,000.00	\$1,979,026.67
FHLMC 1.30%	18-Oct-16	\$2,000,000.00	\$2,000,000.00	100	1.300%	18-Oct-19	18-Jan-17	260	1095	3134GAPF5	NATIONAL ALLIANCE	\$1,974,280.00	\$98.71	\$3,105.56	\$52,000.00	\$1,977,385.56
FNMA 1.80%	16-Oct-17	\$2,000,000.00	\$2,000,000.00	100	1.800%	16-Oct-20	16-Apr-17	624	1096	3136G4PQ0	COASTAL SECURITIES	\$1,964,000.00	\$97.70	\$4,500.00	\$36,000.00	\$1,968,500.00
FHLMC 1.95%	06-Nov-17	\$2,000,000.00	\$2,000,650.00	100	1.950%	05-Nov-20	05-Feb-18	644	1095	3130ACLP7	COASTAL SECURITIES	\$1,962,180.00	\$98.11	\$22,100.00	\$20,041.67	\$1,984,280.00
FHLMC 2.20%	29-Jan-18	\$2,500,000.00	\$2,500,000.00	100	2.200%	29-Jan-21	29-Jan-19	729	1096	3130ADC26	NATIONAL ALLIANCE	\$2,459,050.00	\$98.36	\$18,486.11	\$27,500.00	\$2,477,036.11
FFCB 2.47%	12-Feb-18	\$2,000,000.00	\$2,000,000.00	100	2.470%	12-Feb-21	12-Feb-19	743	1096	3133EJCK3	NATIONAL ALLIANCE	\$1,978,640.00	\$98.93	\$14,820.00	\$24,700.00	\$1,993,460.00
FHLMC 2.42%	28-Feb-18	\$2,000,000.00	\$2,000,000.00	100	2.420%	28-Feb-21	26-Feb-19	757	1094	3134GSDP9	FTN CAPITAL MARKETS	\$1,979,160.00	\$98.96	\$12,637.78	\$23,931.11	\$1,991,797.78
FNMA 2.75%	30-Apr-16	\$2,000,000.00	\$1,999,100.00	100	2.750%	30-Apr-21	30-Oct-18	820	1096	3136GASH7	HILLTOP SECURITIES	\$1,979,160.00	\$99.10	\$4,736.11	\$27,500.00	\$1,986,676.11
FHLMC 1.30%	23-Aug-16	\$4,000,000.00	\$4,000,000.00	100	1.300%	23-Aug-19	23-Jan-17	204	1095	3134GAAF1	COASTAL SECURITIES	\$3,959,480.00	\$98.99	\$14,155.56	\$104,000.00	\$3,973,635.56
FNMA 1.55%	27-Dec-16	\$2,000,000.00	\$2,000,000.00	100	1.550%	27-Dec-19	27-Jun-17	330	1095	3136G4K0	NATIONAL ALLIANCE	\$1,974,280.00	\$98.71	\$15,500.00	\$46,500.00	\$1,989,780.00
FHLMC 1.70%	30-Jun-17	\$2,000,000.00	\$2,000,000.00	100	1.700%	29-Jun-20	29-Sep-17	515	1095	3134GBVT6	NATIONAL ALLIANCE	\$1,965,980.00	\$98.30	\$16,527.78	\$33,905.56	\$1,982,507.78
FHLMC 1.85%	24-Jul-17	\$2,000,000.00	\$2,000,000.00	100	1.850%	24-Jul-20	24-Oct-17	540	1096	3134GBZE5	NATIONAL ALLIANCE	\$1,965,480.00	\$98.27	\$13,052.78	\$37,000.00	\$1,978,512.78
ICD-BMW Bank 1.35%* (Investment CD's)	12-Feb-16	\$248,000.00	\$248,000.00	100	1.350%	12-Feb-19	None	12	1096	05680ADT8	WELLS SECURITIES	\$248,000.00	\$100.00	\$1,008.99	\$8,365.41	\$249,008.99
INVESTMENT ACCT		TOTAL PAR	AMT. INVESTED		WEIGHTED AVG. YLD	EQUVALENT TREAS. RATE		WEIGHTED AVG.	MATURITY		TOTAL MARKET VALUE					TOTAL BOOK VALUE
CDs and Securities		\$7,789.39	\$7,789.39		1.778%	2.500%		460			\$7,789.39					\$30,530,318.39
TOTALS ALL ACCTS:		\$30,748,000.00	\$30,747,750.00									\$30,350,290.00				
		\$30,755,789.39	\$30,755,539.39									\$30,358,079.39				
<p style="text-align: center;">PLEDGE COLLATERAL REPORT WELLS FARGO ALL COUNTY FUNDS AS OF JANUARY 31, 2019</p>																
<p style="text-align: center;">COMPLIANCE STATEMENT</p> <p style="text-align: center;">This is an unaudited statement made in accordance with provisions of Government Code Title 10 Section 2256.023 The Public Funds Investment Act The investment portfolios of Jefferson County comply with the strategies in the Jefferson County Investment Policy and Procedures.</p> <p style="text-align: right;"><i>Charlie Hillmark</i> Charlie Hillmark, Jefferson County Investment Officer</p>																
<p style="text-align: center;">MARKET VALUE OF PLEDGE SECURITIES</p> <p>BALANCE IN ALL ACCOUNTS: \$218,109,268.49</p> <p>OVER OR (UNDER) AMOUNT: \$110,759,297.66</p> <p style="text-align: right;">196.92%</p>																
<p>JANUARY, 2019, JEFFERSON COUNTY INVESTMENT MATURITIES</p> <p>MATURED SECURITIES AND INTEREST EARNED</p>																
SECURITY DESCRIPTION	PURCHASE DATE	PAR AMOUNT	AMOUNT INVESTED	PRICE PAID	EXPECT. YIELD	MATURITY DATE	Coupon Pay DATE	# DAYS INVEST.	CUSIP/C.D. NUMBER	BROKER DEALER	INTEREST EARNINGS					
POOLED CASH ACCOUNT	01-Jan-19	\$7,789.39	\$7,789.39		0.700%	31-Jan-19		31	7580310386	WELLS FARGO	\$4.63					
FHLMC 1.85%	29-Jan-18	\$2,500,000.00	\$2,500,000.00	100	2.200%	29-Jan-21	29-Jan-19	44225	3130ADC26	NATIONAL ALLIANCE	\$27,500.00					
FHLMC 1.85%	24-Jul-17	\$2,000,000.00	\$2,000,000.00	100	1.850%	24-Jul-20	24-Jan-19	44036	3134GBZE5	NATIONAL ALLIANCE	\$18,500.00					Coupon pmt
CHECKING INTEREST																
POOLED CASH ACCT									7783975381	WELLS FARGO	\$24,782.94					
OTHER COUNTY ACCTS									7783975274	WELLS FARGO	\$7,832.94					
TAX LICENSE ACCT										WELLS FARGO	\$323.72					\$32,939.60
TOTAL		\$4,507,789.39	\$4,507,789.39								\$78,944.23					\$78,944.23

FISCAL YEAR 2018-2019			
YIELD TO MATURITY AND INTEREST EARNINGS			
MONTH	90 DAY T. BILL YIELD	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD
OCTOBER	2.280%	\$91,324.37	0.700%
NOVEMBER	2.300%	\$23,554.43	0.700%
DECEMBER	2.400%	\$85,180.51	0.700%
JANUARY	2.500%	\$78,944.23	0.700%
FEBRUARY			
MARCH			
APRIL			
MAY			
JUNE			
JULY			
AUGUST			
SEPTEMBER			
ANNUAL TOTALS		\$ 279,003.54	

STAFF:
App #
Date Received

2019 FOUNDATION FOR SOUTHEAST TEXAS GRANT APPLICATION
only typed applications will be accepted

Organization Name: Jefferson County Office of Emergency Management

Project Name: Disaster Emergency Animal Relief (DEAR) Shelter Operation Supplies (SOS)

First Time Applicant YES NO If your organization has been funded by the Foundation in the past, what years? _____

Contact Person's Name and Title: Michael White, Jefferson County Emergency Management Coordinator

Mailing Address: 1001 Pearl Street, Beaumont, Texas 77701
Street City Zip Code

Contact's Telephone 409-835-8157 Fax Number _____ Email Address mwhite@co.jefferson.tx.us

Amount of Request \$5,000 Project Total \$ _____ Amount raised \$ _____ Project's time frame: Tax ID# 74-6000291

Counties Served: Jefferson County Number of Individuals Served through this program _____

Is your organization a member of the Southeast Texas Nonprofit Development Center? YES NO

Purpose of organization: To provide emergency animal sheltering during times of disaster by local volunteer organizations and veterinarians thus enabling Jefferson County families impacted by a disaster more time to reunite with their pets than would be afforded otherwise.

Purpose of Request: Using only the space below, please provide a brief, concise description of the project, why it is needed, the specific use of the funds, means of implementation and who it will serve.

The Jefferson County Office of Emergency Management (OEM) seeks \$5,000 to purchase animal sheltering supplies including leashes, halters, collars, muzzles, and water/food bowls needed to locally operate the sheltering of up to 400 displaced animals during a manmade or natural disaster. This will address a need identified during Harvey and other recent disasters to maintain local coordination with the ultimate goal of reuniting the displaced pets with family members. Jefferson County OEM formed Disaster Emergency Animal Relief (DEAR) to address some concerns exhibited when rescue organizations outside the region or state oversee the disaster sheltering operations at Ford Park. Once outside shelter organizations stand down operations at Ford Park, local pets have sometimes been sent across the country to rescue organizations before family members, reeling from the emotional, financial and physical impact of a disaster had an opportunity to claim them. While Jefferson County is grateful for all of the outside help provided, local coordination by local professionals will ensure the displaced animals remain in the region. This will enable families more time to reunite with their animals than would be afforded otherwise. DEAR is a unique collaboration that draws upon a wealth of experience to formulate a plan for local disaster shelter coordination. Participants include local animal rescues organizations, veterinarians, the Jefferson County Sheriff's Office, Texas A & M and the South East Texas Regional Planning Commission. The group's mission is to establish the framework that would enable the local coordination of disaster animal sheltering. DEAR will provide a more organized process of sheltering displaced animals in disaster that ensures the animals are vetted and cared for locally thereby increasing the likelihood they can be returned to their family.

Jefferson County has access to a sufficient number of wire crates through a grant previously received by the South East Texas Regional Planning Commission from a national rescue foundation but needs leashes, collars, muzzles, and food/water bowls. Within three (3) months of the award of a grant, the Jefferson County OEM will purchase the supplies and stock pile them in storage units at the Jefferson County Airport for rapid deployment during a natural or manmade disaster. DEAR will obtain needed supplies and establish procedures and protocols that will enable local agencies to coordinate with the Jefferson County Sheriff's Office, who will serve as the lead county agency in this endeavor, to set up the supplies, staff the shelter 24/7 with volunteers, schedule pro bono vet care for animals in need of medical attention, and ensure standard protocols are followed.

Check list: Please attach the following: Budget for Amount Requested Current year organizational budget Profit & Loss statement & balance sheet or audit for previous year List of board of directors Executive staff and position IRS Determination letter ruling 501(c)3 Explanation if salary budget is greater than 50% of the yearly budget 10 copies (including original)

Signature of board president _____ Signature of grant preparer _____ Date _____

Permit No. 01-P-19

Precinct No. 2 & 4

BOND # 022-222-896

APPLICATION FOR PIPE LINE PERMIT
(2003 REVISION)

Date 1-15-19

HONORABLE COMMISSIONERS' COURT
JEFFERSON COUNTY
BEAUMONT, TEXAS 77701

Gentlemen:

Enterprise TE Products
Pipeline Company LLC (Company) does hereby made application to use
lands belonging to Jefferson County, for the purpose of constructing, maintaining or
repairing a pipe line for the distribution of ethane
location of which is fully described as follows:

Ebner Rd, Clark Rd, League Rd,
Johnson Rd, West Clubb Rd (twice), East Clubb Rd, Gaulding Rd,
Winzer Dr, Bayou Din Dr, Blewett Rd, Labelle Rd, Steinhagen Rd,
Hillebrandt Rd

19 pages of drawings attached.

Construction will begin on or after August, 2019.

It is understood that all work will comply with the requirements of the Pipe Line Policy
adopted by Jefferson County Commissioners' Court on _____, and all
subsequent revisions thereof to date.

Enclosed, please find the required permit fee:

<u>14</u> road crossing @ \$100.00	\$ <u>1,400</u>
_____ miles parallel @ \$150.00/mile or fraction	\$ _____
TOTAL	\$ <u>1,400</u>

We understand that a Performance Bond will be required to protect against damage to
Jefferson County's property. This will be \$5,000.00 per crossing and \$50,000.00 per
mile or fraction thereof for parallel construction unless a special hazard to Jefferson
County's property is judged to exist. No work will begin until the County Engineer has

been furnished such bonds as Jefferson County Commissioners' Court may choose to require.

Permit is issued for a period of twenty-five (25) years, at which time, the permit must be renewed.

Enterprise PE Products
Company Pipeline Company LLC

By 

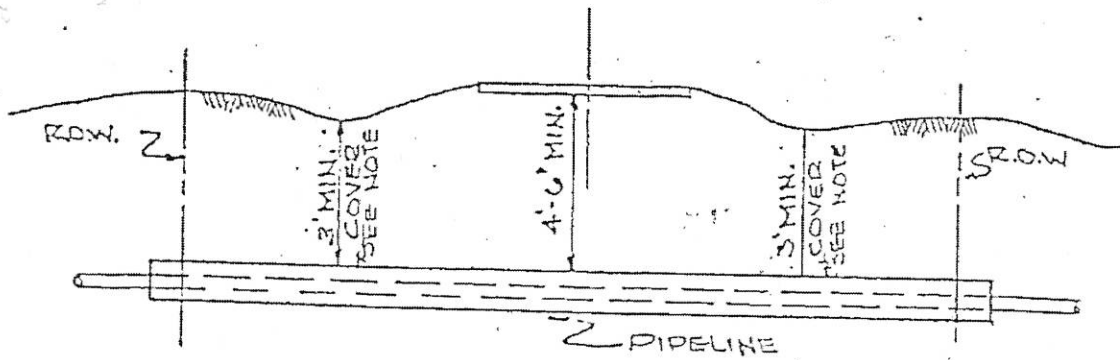
Title Timothy J. Dyk, Agent + Attorney-in-Fact

Address PO Box 4324

Houston, TX 77210-4324

Phone No. 713-381-6338

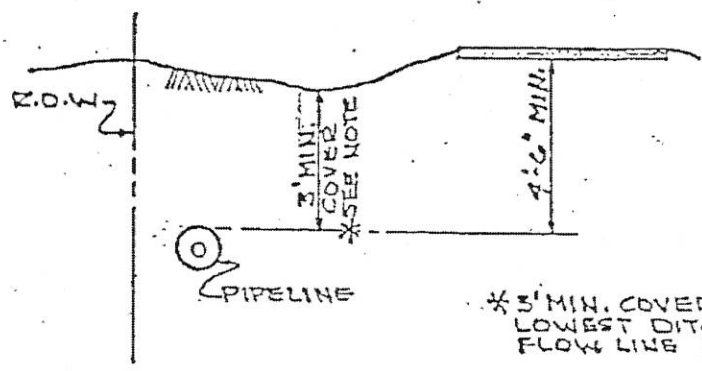
FAX No. 281-887-7224



3' MIN. COVER AT
LOWEST DITCH
FLOW LINE ELEV.

NOTE: CASING TO EXTEND
1'-0" OUTSIDE R.O.W. EACH
SIDE OF ROAD.

1. STANDARD PIPELINE CROSSING



*3' MIN. COVER AT
LOWEST DITCH
FLOW LINE ELEV.

2. STANDARD PARALLEL LINE

JEFFERSON COUNTY ENGINEERING DEPARTMENT. PIPELINE DETAILS (STD.)
--

ENGINEERING ACTION FORM

The minimum standard bond required is \$ 70,000.00

Steve Safford
Director of Engineering

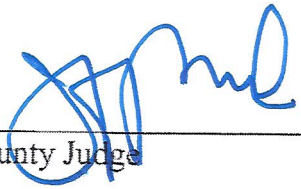
02/06/19
Date

COMMISSIONERS COURT ORDER

On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be \$ 70,000.00. Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

By


County Judge

283 Corporate Drive
P.O. Box 3106
Houma, LA 70361-3106

(985) 879-2731 VOICE
(985) 876-9052 FAX



One Sterling Plaza
10101 Southwest Freeway, Suite 620
Houston, TX 77074

(713) 219-1470 VOICE
(713) 219-1471 FAX

January 31, 2019

Jefferson County Courthouse
Engineering Dept. Attn: Ernest Clement
1149 Pearl Street, 5th Floor
Beaumont, TX 77701

RE: Enterprise TE Products Pipeline Company LLC
Proposed 30-Inch Pipeline
Jefferson County Road Crossing Permit Application

Dear Mr. Clement:

On behalf of Enterprise TE Products Pipeline Company LLC, I have been appointed as their agent in obtaining the necessary permits for the above referenced project. Enterprise TE Products Pipeline Company LLC respectfully requests permission to install a 30" ethane pipeline across the following 14 Jefferson County roads as more fully shown on the attached plats. The proposed pipeline will parallel the Enterprise Liquids Pipeline LLC 20" ATEX pipeline (permit no. 04-P-12) and Seaway Crude Pipeline Company LLC 30" pipeline (permit no. 05-P-13). The pipeline will cross the county roads via directional drill or bore. The uncased pipelines will be a minimum of 5-feet below the road and ditches.

The 30" ethane pipeline will cross Ebner Road, Clark Road, League Road, Johnson Road, West Clubb Road (twice), East Clubb Road, Gaulding Road, Winzer Drive, Bayou Din Drive, Blewett Road, Labelle Road, Steinhagen Road, and Hillebrandt Road. Construction is scheduled to begin in January, 2020; however, it is anticipated that the construction schedule will move up to as early as August, 2019.

Enclosed are one (1) original application package and four (4) copies of the application package. Also enclosed is a check in the amount of \$1,400.00 to pay for the permit fee and the \$70,000.00 Performance Bond from Enterprise TE Products Pipeline Company LLC.

If any additional information is required, please do not hesitate to contact me at (985) 853-3943 or at mcapello@mphinc.com. Please send any correspondence to my attention at the Houma, PO Box above.

Sincerely,

Michael Capello
Vice President of Regulatory Services

Enclosures

Permit No. _____

Precinct No. _____

APPLICATION FOR PIPE LINE PERMIT
(2003 REVISION)

Date 1-15-19

HONORABLE COMMISSIONERS' COURT
JEFFERSON COUNTY
BEAUMONT, TEXAS 77701

Gentlemen:

Enterprise TE Products
Pipeline Company LLC (Company) does hereby made application to use
lands belonging to Jefferson County, for the purpose of constructing, maintaining or
repairing a pipe line for the distribution of ethane
location of which is fully described as follows: Ebner Rd, Clark Rd, League Rd,
Johnson Rd, West Clubb Rd (twice), East Clubb Rd, Gaulding Rd,
Winzer Dr, Bayou Din Dr, Blewett Rd, Labelle Rd, Steinhagen Rd,
Hillebrandt Rd

19 pages of drawings attached.

Construction will begin on or after August, 2019

It is understood that all work will comply with the requirements of the Pipe Line Policy
adopted by Jefferson County Commissioners' Court on _____, and all
subsequent revisions thereof to date.

Enclosed, please find the required permit fee:

<u>14</u> road crossing @ \$100.00	\$ <u>1,400</u>
_____ miles parallel @ \$150.00/mile or fraction	\$ _____
TOTAL	\$ <u>1,400</u>

We understand that a Performance Bond will be required to protect against damage to
Jefferson County's property. This will be \$5,000.00 per crossing and \$50,000.00 per
mile or fraction thereof for parallel construction unless a special hazard to Jefferson
County's property is judged to exist. No work will begin until the County Engineer has

been furnished such bonds as Jefferson County Commissioners' Court may choose to require.

Permit is issued for a period of twenty-five (25) years, at which time, the permit must be renewed.

Enterprise PE Products
Company Pipeline Company LLC

By 

Title Timothy J. Dyk, Agent + Attorney-in-Fact

Address PO Box 4324

Houston, TX 77210-4324

Phone No. 713-381-6338

FAX No. 281-887-7224



LICENSE OR PERMIT BOND

Bond 022-222-896

LICENSE OR PERMIT BOND

KNOW ALL BY THESE PRESENTS, That we, Enterprise TE Products Pipeline Company LLC

as Principal, and the Liberty Mutual Insurance Company, a Massachusetts corporation, as Surety, are held and firmly bound unto Jefferson County Commissioners' Court, as Obligee,

in the sum of Seventy Thousand Dollars And Zero Cents Dollars (\$70,000.00)

for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and sealed this 22nd day of January, 2019.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has been or is about to be granted a license or permit to do business as AFE - A36793 by the Obligee.

NOW, Therefore, if the Principal well and truly comply with applicable local ordinances, and conduct business in conformity therewith, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER; 1. This bond shall continue in force:

[X] Until January 22, 2020, or until the date of expiration of any Continuation Certificate executed by the Surety

OR

[] Until canceled as herein provided.

2 This bond may be canceled by the Surety by the sending of notice in writing to the Obligee, stating when, not less than thirty days thereafter, liability hereunder shall terminate as to subsequent acts or omissions of the Principal.

Enterprise TE Products Pipeline Company, LLC
By: Enterprise GP LLC Principal

By: [Signature]



Liberty Mutual Insurance Company

By: Carol E. Hock Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8197136

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Carol E. Hock, Suzonne D. Lawrence, Lauren O. Moudy, Robert M. Overbey, Jr.

all of the city of Houston state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of October, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: *David M. Carey*
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 17th day of October, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: *Teresa Pastella*
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of January, 2019.



By: *Renee C. Llewellyn*
Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



TEXAS
IMPORTANT NOTICE

To obtain information or make a complaint:

You may call toll-free for information or to make a complaint at
1-877-751-2640

You may also write to:

2200 Renaissance Blvd., Ste. 400
King of Prussia, PA 19406-2755

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at
1-800-252-3439

You may write the Texas Department of Insurance Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the agent or call 1-800-843-6446. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR
POLICY:

This notice is for information only and does not become a part or condition of the attached document.

TEXAS
AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis para informacion o para someter una queja al
1-877-751-2640

Usted tambien puede escribir a:

2200 Renaissance Blvd., Ste. 400
King of Prussia, PA 19406-2755

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al
1-800-252-3439

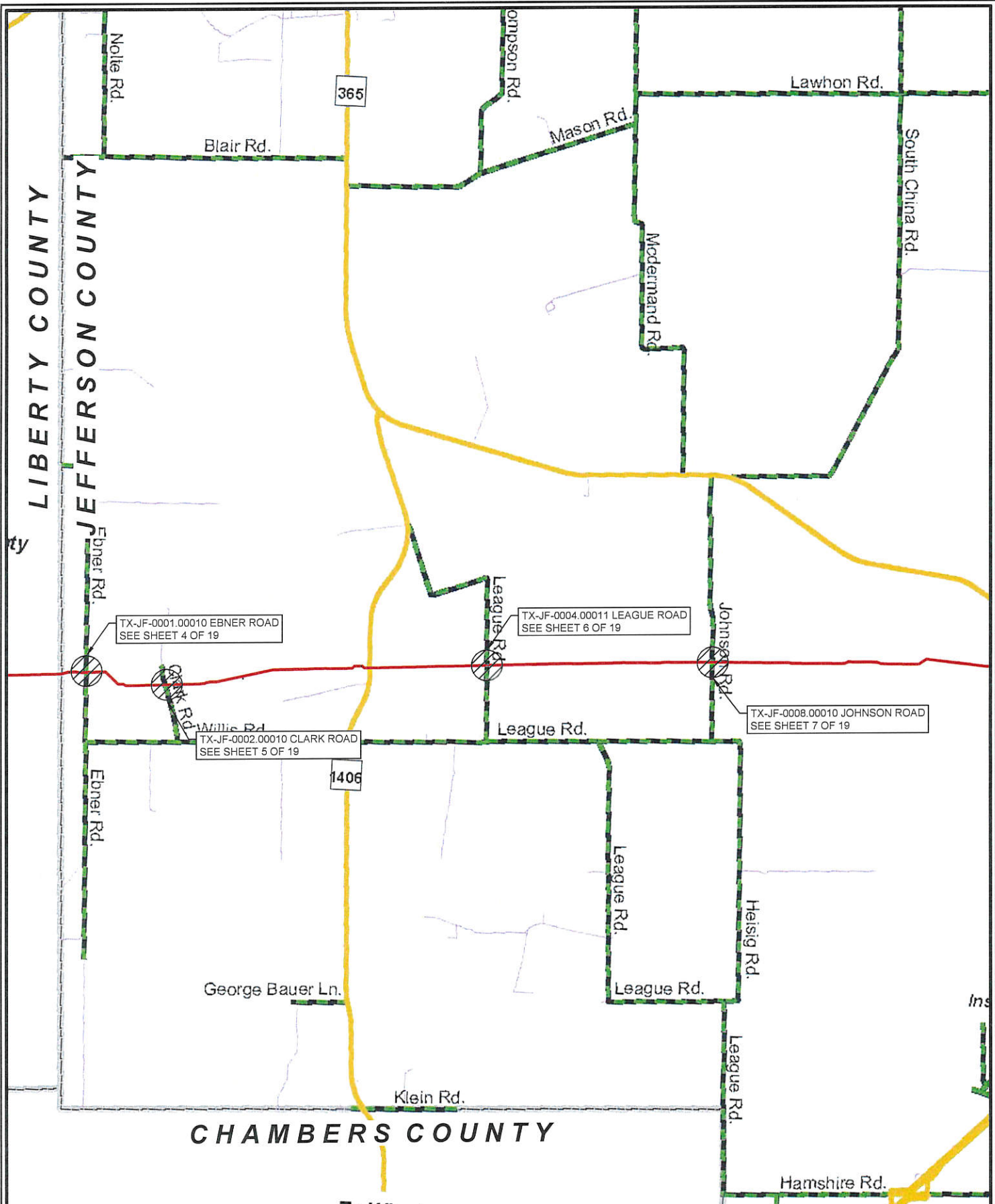
Puede escribir al Departamento de Seguros de Texas Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX # (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI)

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



FOR THE EXCLUSIVE USE OF
 ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
 I, Rex R. Jones, Registered Professional
 Land Surveyor, do hereby state this plat is true
 and correct to the best of my knowledge.

PRELIMINARY
 THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY
 PURPOSE AND SHALL NOT BE USED OR VIEWED OR
 RELIED UPON AS A FINAL SURVEY DOCUMENT

Rex R. Jones
 Registered Professional Land Surveyor
 Registration No. 6024

Scale: 1" = 5000'
 5000' 0 2500' 5000'

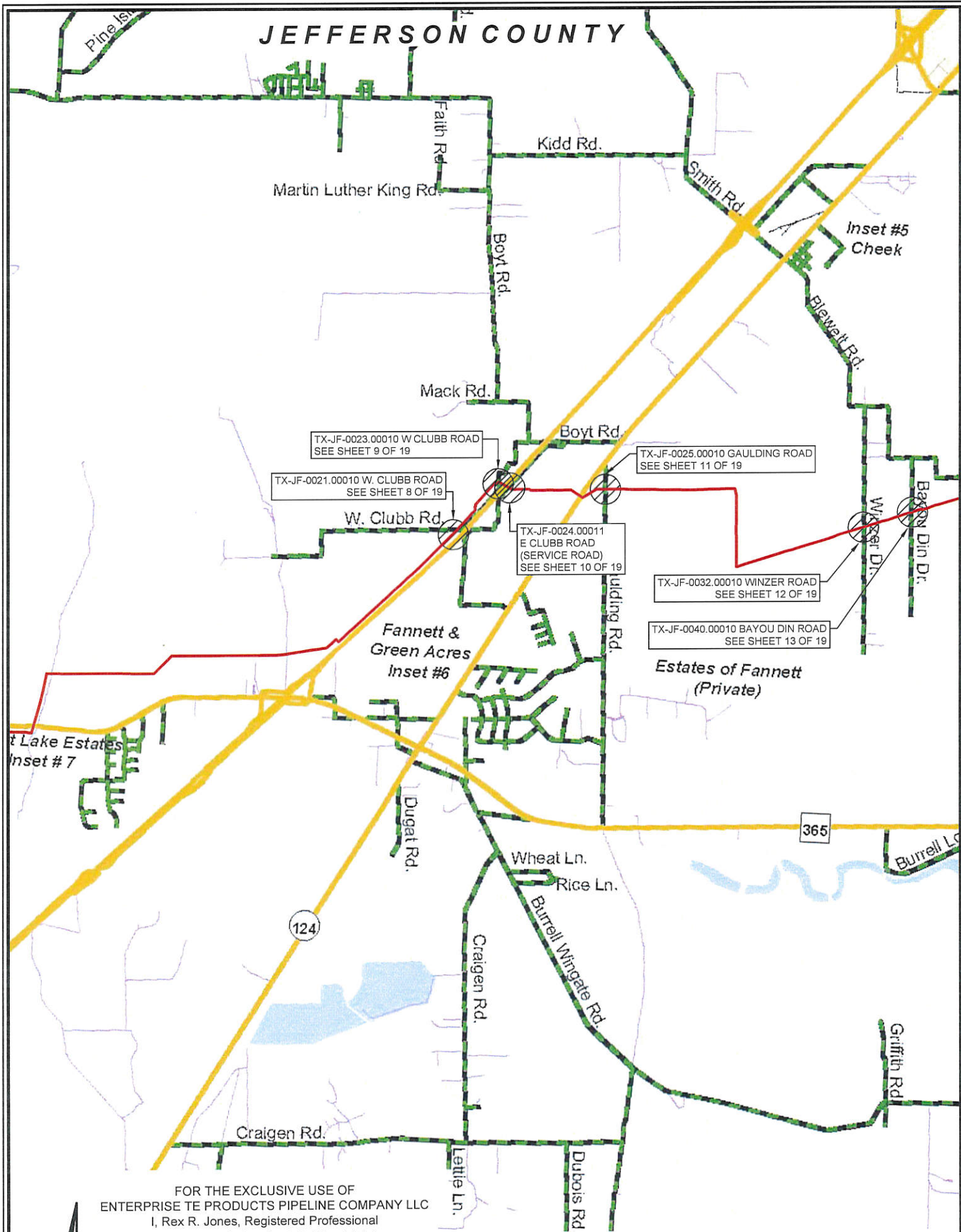
SHEET 1 OF 19

ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
 MONT BELVIEU TO BEAUMONT
PROPOSED 30" PIPELINE
 INDEX MAP
 CROSSING JEFFERSON CO. ROADS
 JEFFERSON COUNTY, TEXAS



C. H. Fenstermaker & Associates, L.L.C.
 135 Regency Sq. Lafayette, LA 70508
 Ph. 337-237-2200 Fax. 337-232-3299
www.fenstermaker.com
 Texas Firm No. 10028500

PROJ. MGR.: LJB		REVISIONS	
CHIEF INSP.:	No. 0	DATE: 01/14/2019	REVISED BY: JTL
DATE: 12/20/2018	No.	DATE:	REVISED BY:
FILENAME: T:\2018\2188311\DWG\CROSSING_FILES\COVER SHEETS\JEFFERSON COUNTY ROADS.DWG			



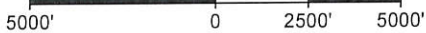
FOR THE EXCLUSIVE USE OF ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC I, Rex R. Jones, Registered Professional Land Surveyor, do hereby state this plat is true and correct to the best of my knowledge.

PRELIMINARY

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Rex R. Jones
Registered Professional Land Surveyor
Registration No. 6024

Scale: 1" = 5000'



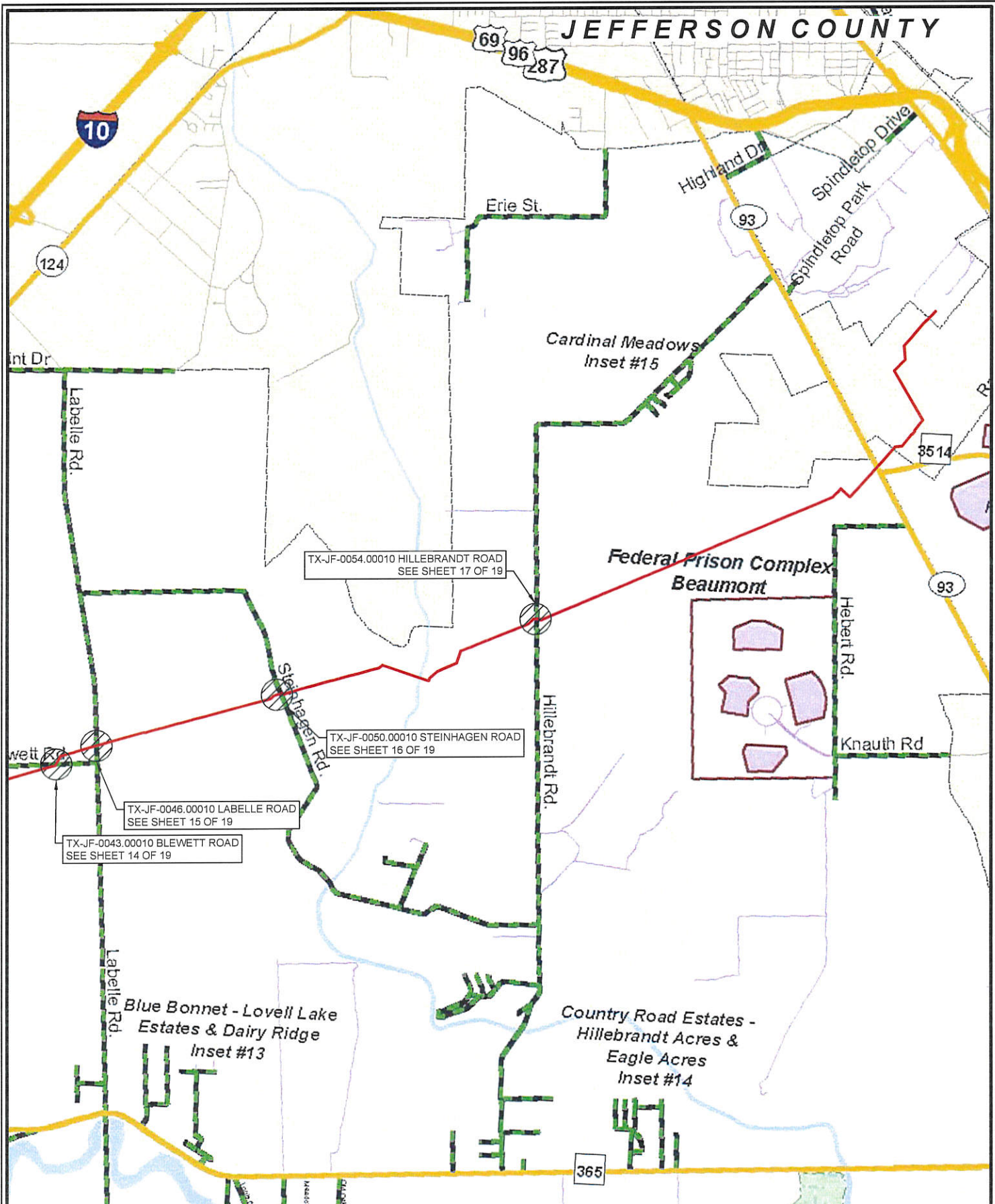
SHEET 2 OF 19

ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
MONT BELVIEU TO BEAUMONT
PROPOSED 30" PIPELINE
INDEX MAP
CROSSING JEFFERSON CO. ROADS
JEFFERSON COUNTY, TEXAS



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Texas Firm No. 10028500

PROJ. MGR.: LJB	REVISIONS		
CHIEF INSP.:	No. 0	DATE: 01/14/2019	REVISED BY: JTL
DATE: 12/20/2018	No.	DATE:	REVISED BY:
FILENAME: T:\2018\218831\1DWG\CROSSING_FILES\COVER SHEETS\JEFFERSON COUNTY ROADS.DWG			



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 ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
 I, Rex R. Jones, Registered Professional
 Land Surveyor, do hereby state this plat is true
 and correct to the best of my knowledge.

PRELIMINARY

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Rex R. Jones
 Registered Professional Land Surveyor
 Registration No. 6024

Scale: 1" = 5000'



SHEET 3 OF 19

ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
 MONT BELVIEU TO BEAUMONT
PROPOSED 30" PIPELINE
 INDEX MAP
 CROSSING JEFFERSON CO. ROADS
 JEFFERSON COUNTY, TEXAS

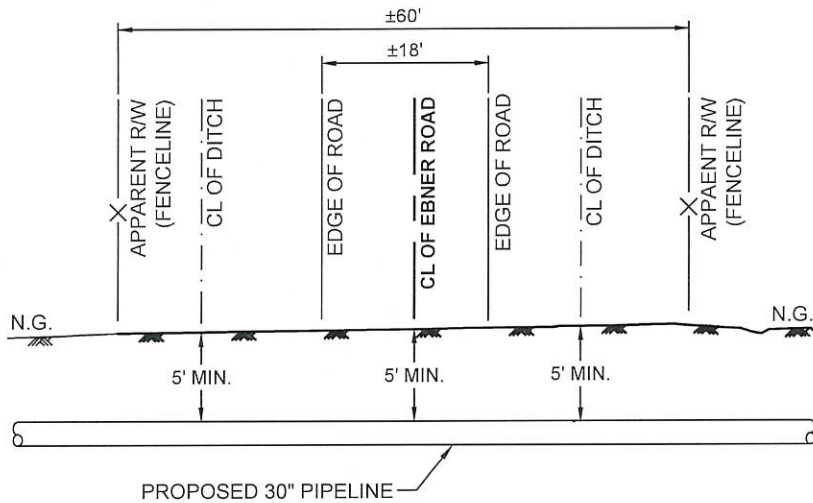


C. H. Fenstermaker & Associates, L.L.C.
 135 Regency Sq. Lafayette, LA 70508
 Ph. 337-237-2200 Fax. 337-232-3299
www.fenstermaker.com
 Texas Firm No. 10028500

PROJ. MGR.: LJB		REVISIONS	
CHIEF INSP.:	No. 0	DATE: 01/14/2019	REVISED BY: JTL
DATE: 12/20/2018	No.	DATE:	REVISED BY:
FILENAME: T:\2018\218831\DWG\CROSSING_FILES\COVER SHEETS\JEFFERSON COUNTY ROADS.DWG			

CONSTRUCTION METHOD

BORE



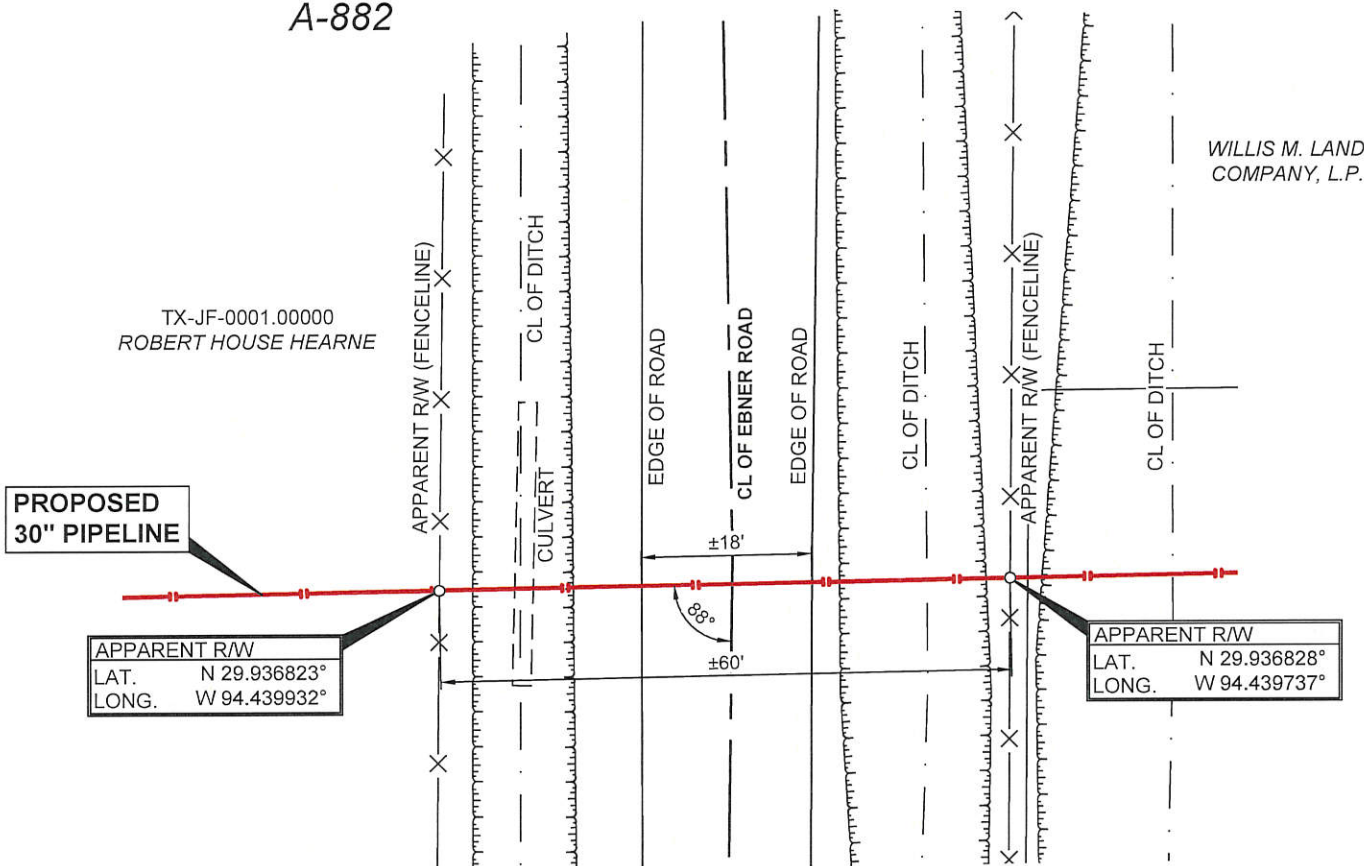
CROSS-SECTION

NOT TO SCALE

NOTE:

THE PROPOSED 30" PIPELINE CROSSING WILL BE LOCATED AT EBNER RD. APPROXIMATELY 0.62 MILES NORTHLY FROM ITS JUNCTION WITH WILLIS ROAD.

**C.T. & M.C.
R.R. CO.
A-882**



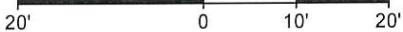
FOR THE EXCLUSIVE USE OF ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
I, Rex R. Jones, Registered Professional Land Surveyor, do hereby state this plat is true and correct to the best of my knowledge.

PRELIMINARY

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Rex R. Jones
Registered Professional Land Surveyor
Registration No. 6024

Scale: 1" = 20'



SHEET 4 OF 19

ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
MONT BELVIEU TO BEAUMONT
PROPOSED 30" PIPELINE
TX-JF-0001.00010
CROSSING EBNER ROAD
C.T. & M.C. R.R. CO. SURVEY, A-882, JEFFERSON COUNTY, TEXAS

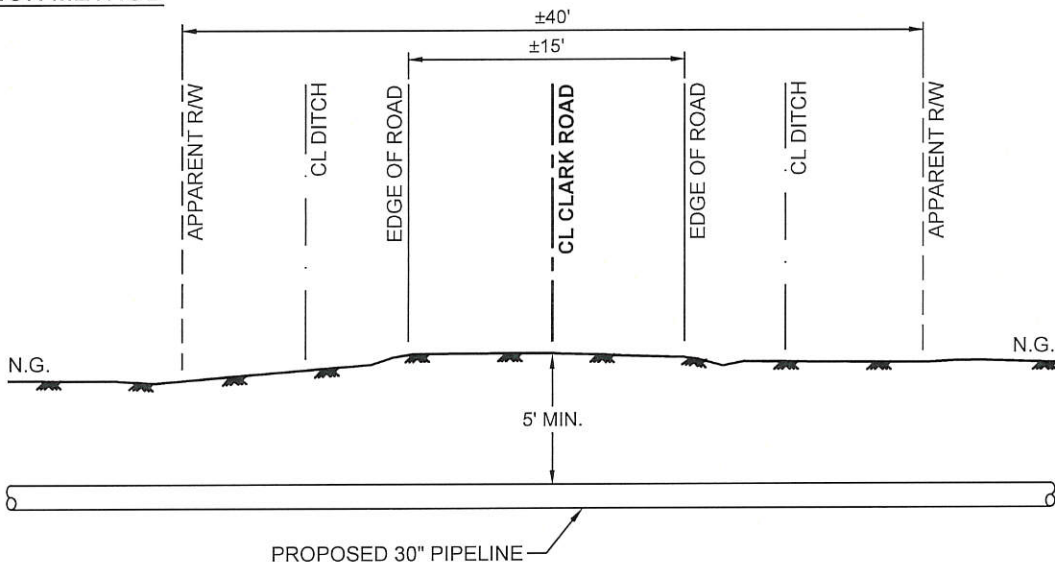


C. H. Fenstermaker & Associates, L.L.C.
135 Regency Sq. Lafayette, LA 70508
Ph. 337-237-2200 Fax. 337-232-3299
www.fenstermaker.com
Texas Firm No. 10028500

PROJ. MGR.: LJB	REVISIONS		
CHIEF INSP.:	No. 0	DATE: 10/23/2018	REVISED BY: JTL
DATE: 10/23/2018	No.	DATE:	REVISED BY:
FILENAME: T:\2018\218831\1\DWG\CROSSING_FILES\ROAD\JEFFERSON CO\TX-JF-0001.00010_EBNER ROAD.dwg			

CONSTRUCTION METHOD

BORE



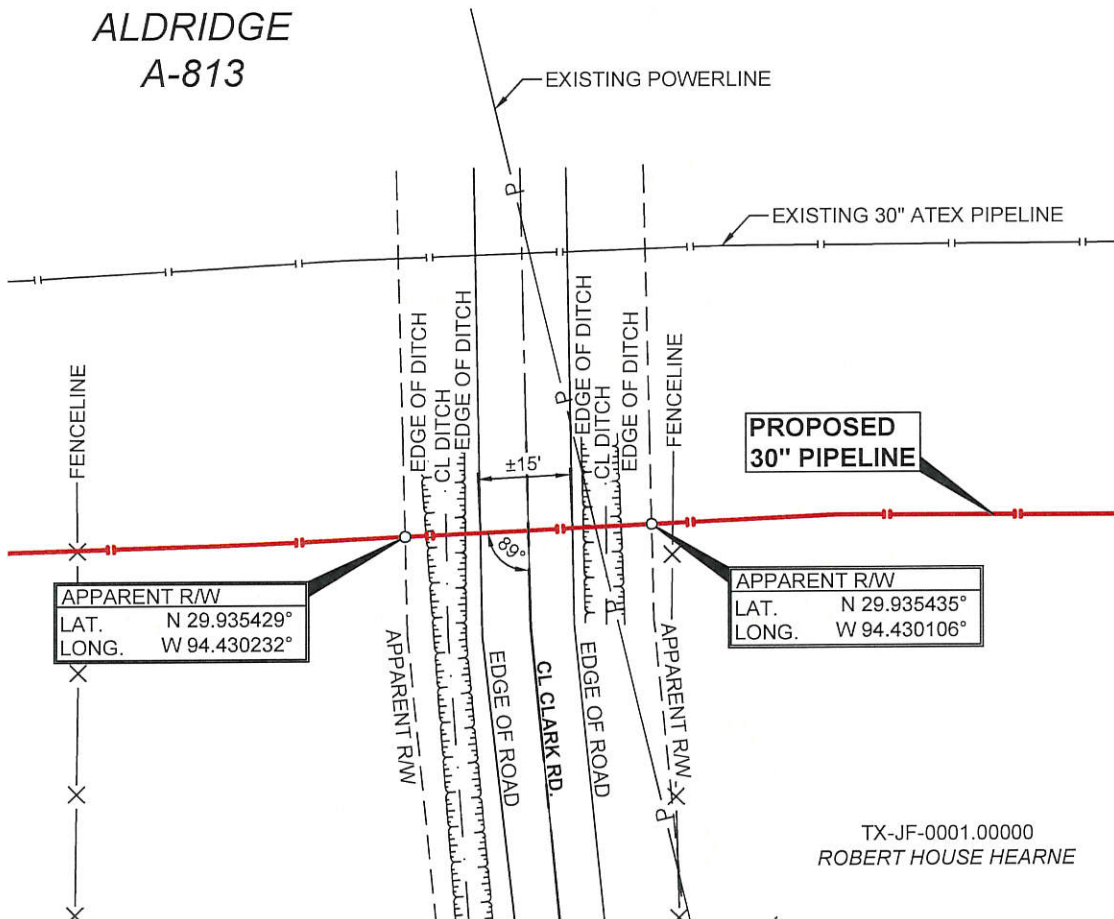
CROSS-SECTION

NOT TO SCALE

NOTE:

THE PROPOSED 30" PIPELINE CROSSING WILL BE LOCATED AT CLARK RD. APPROXIMATELY 0.53 MILES NORTHLY FROM ITS JUNCTION WITH WILLIS ROAD.

W.H. ALDRIDGE A-813



TX-JF-0001.00000
ROBERT HOUSE HEARNE

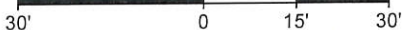
FOR THE EXCLUSIVE USE OF
ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
I, Rex R. Jones, Registered Professional
Land Surveyor, do hereby state this plat is true
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Rex R. Jones
Registered Professional Land Surveyor
Registration No. 6024

Scale: 1" = 30'



SHEET 5 OF 19

ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
MONT BELVIEU TO BEAUMONT
PROPOSED 30" PIPELINE
TX-JF-0002.00010
CROSSING CLARK ROAD
W.H. ALDRIDGE SURVEY, A-813, JEFFERSON COUNTY, TEXAS

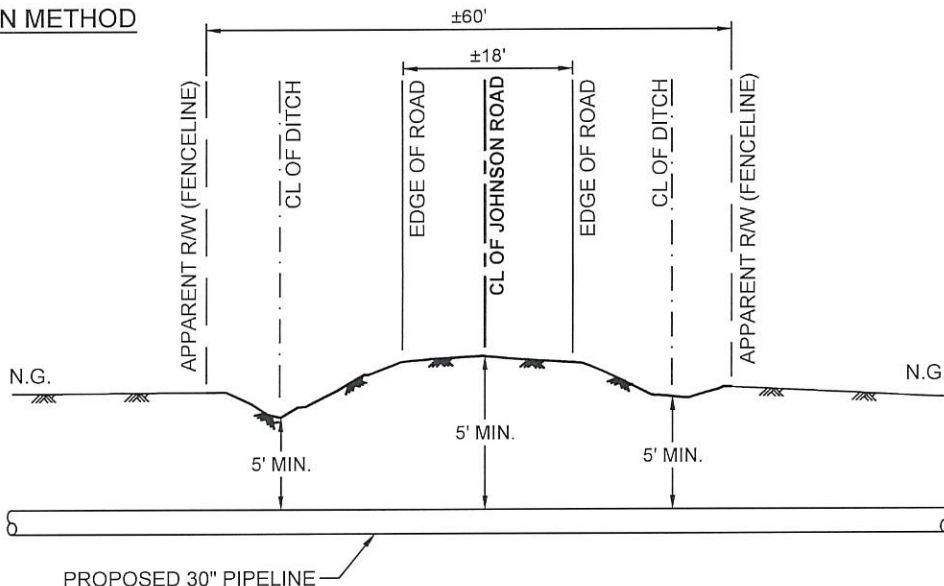
PROJ. MGR.: LJB	REVISIONS		
CHIEF INSP.:	No. 0	DATE: 01/15/2019	REVISED BY: JTL
DATE: 10/23/2018	No.	DATE:	REVISED BY:
FILENAME: T:\2018\2188311\DWG\CROSSING_FILES\READY FOR DRAFTING\TX-JF-0002.00010_CLARK ROAD.dwg			



C. H. Fenstermaker & Associates, L.L.C.
135 Regency Sq. Lafayette, LA 70508
Ph. 337-237-2200 Fax. 337-232-3299
www.fenstermaker.com
Texas Firm No. 10028500

CONSTRUCTION METHOD

HDD



CROSS-SECTION

NOT TO SCALE

NOTE:

THE PROPOSED 30" PIPELINE CROSSING WILL BE LOCATED AT JOHNSON RD. APPROXIMATELY 0.68 MILES NORTHLY FROM ITS JUNCTION WITH WILLIS ROAD.

T. & N.O.
R.R. CO.
A-696

TX-JF-0007.00000
RONALD WADE
VANOVER, ET UX

TX-JF-0008.00000
ROBERT W. ALDRICH, ET AL

T. & N.O.
R.R. CO.
A-211

APPARENT R/W
LAT. N 29.938395°
LONG. W 94.360155°

APPARENT R/W
LAT. N 29.938397°
LONG. W 94.359976°

PROPOSED 30" PIPELINE

EXISTING 30" SEAWAY PIPELINE

EXISTING 20" ATEX PIPELINE

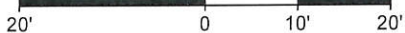
FOR THE EXCLUSIVE USE OF
ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
I, Rex R. Jones, Registered Professional
Land Surveyor, do hereby state this plat is true
and correct to the best of my knowledge.

PRELIMINARY

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PURPOSE AND SHALL NOT BE USED OR VIEWED OR
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Rex R. Jones
Registered Professional Land Surveyor
Registration No. 6024

Scale: 1" = 20'



SHEET 7 OF 19

ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
MONT BELVIEU TO BEAUMONT
PROPOSED 30" PIPELINE
TX-JF-0008.00010
CROSSING JOHNSON ROAD
T. & N.O. R.R. CO. SURVEY, A-211, JEFFERSON COUNTY, TEXAS



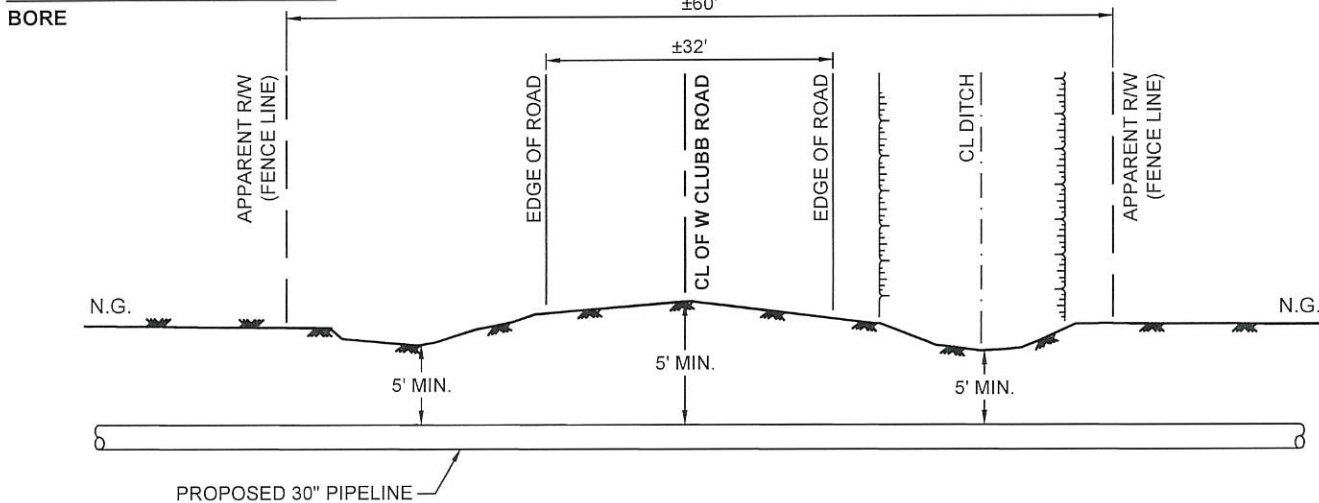
NAD 83 (2011) UTM ZONE 15



C. H. Fenstermaker & Associates, L.L.C.
135 Regency Sq. Lafayette, LA 70508
Ph. 337-237-2200 Fax. 337-232-3299
www.fenstermaker.com
Texas Firm No. 10028500

PROJ. MGR.: LJB	REVISIONS		
CHIEF INSP.:	No. 0	DATE: 11/08/2018	REVISED BY: JTL
DATE: 10/31/2018	No.	DATE:	REVISED BY:
FILENAME: T:\2018\2188311\DWG\CROSSING_FILES\ROAD\JEFFERSON CO\TX-JF-0008.00010-JOHNSON ROAD.dwg			

CONSTRUCTION METHOD

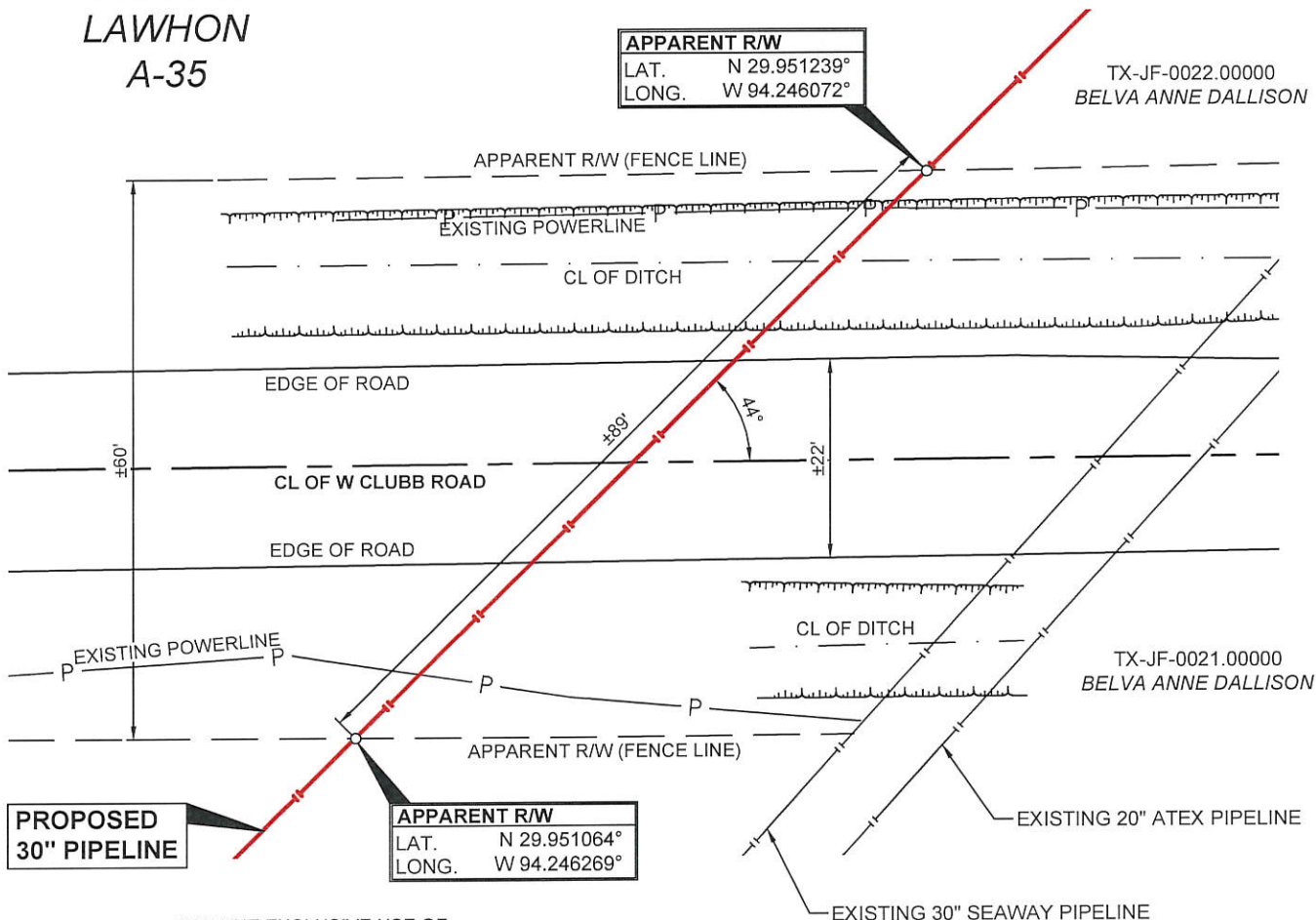


CROSS-SECTION
NOT TO SCALE

NOTE:

THE PROPOSED 30" PIPELINE CROSSING WILL BE LOCATED AT W CLUBB ROAD APPROXIMATELY 1.02 MILES SOUTHWESTERLY FROM ITS JUNCTION WITH BOYT ROAD.

JOHN C.
LAWHON
A-35



PROPOSED 30" PIPELINE

APPARENT R/W
LAT. N 29.951064°
LONG. W 94.246269°

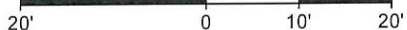
FOR THE EXCLUSIVE USE OF ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC I, Rex R. Jones, Registered Professional Land Surveyor, do hereby state this plat is true and correct to the best of my knowledge.

PRELIMINARY

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Rex R. Jones
Registered Professional Land Surveyor
Registration No. 6024

Scale: 1" = 20'



SHEET 8 OF 19

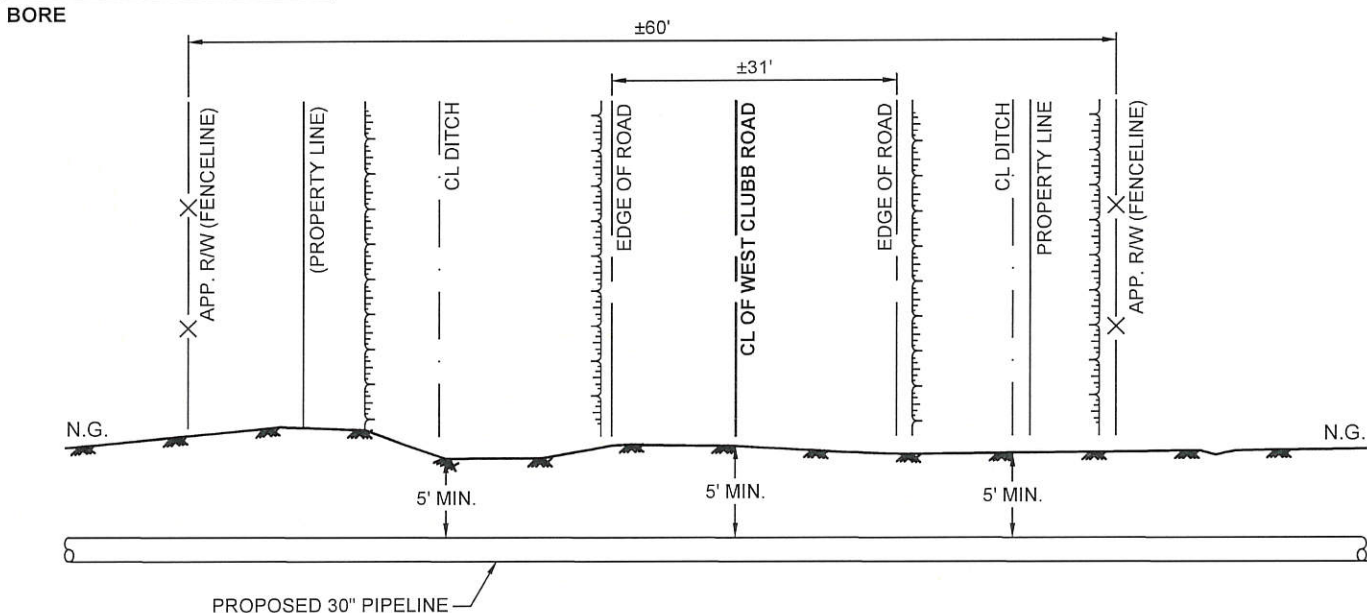
ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
MONT BELVIEU TO BEAUMONT
PROPOSED 30" PIPELINE
TX-JF-0021.00010
CROSSING W CLUBB ROAD
JOHN C. LAWHON SURVEY, A-35, JEFFERSON COUNTY, TEXAS

PROJ. MGR.: LJB	REVISIONS		
CHIEF INSP.:	No. 0	DATE: 11/16/2018	REVISED BY: SJF
DATE: 11/16/2018	No.	DATE:	REVISED BY:
FILENAME: T:\2018\2188311\DWG\CROSSING_FILES\ROAD\JEFFERSON CO\TX-JF-0021.00010-10-W CLUBB ROAD.dwg			



C. H. Fenstermaker & Associates, L.L.C.
135 Regency Sq, Lafayette, LA 70508
Ph. 337-237-2200 Fax. 337-232-3299
www.fenstermaker.com
Texas Firm No. 10028500

CONSTRUCTION METHOD



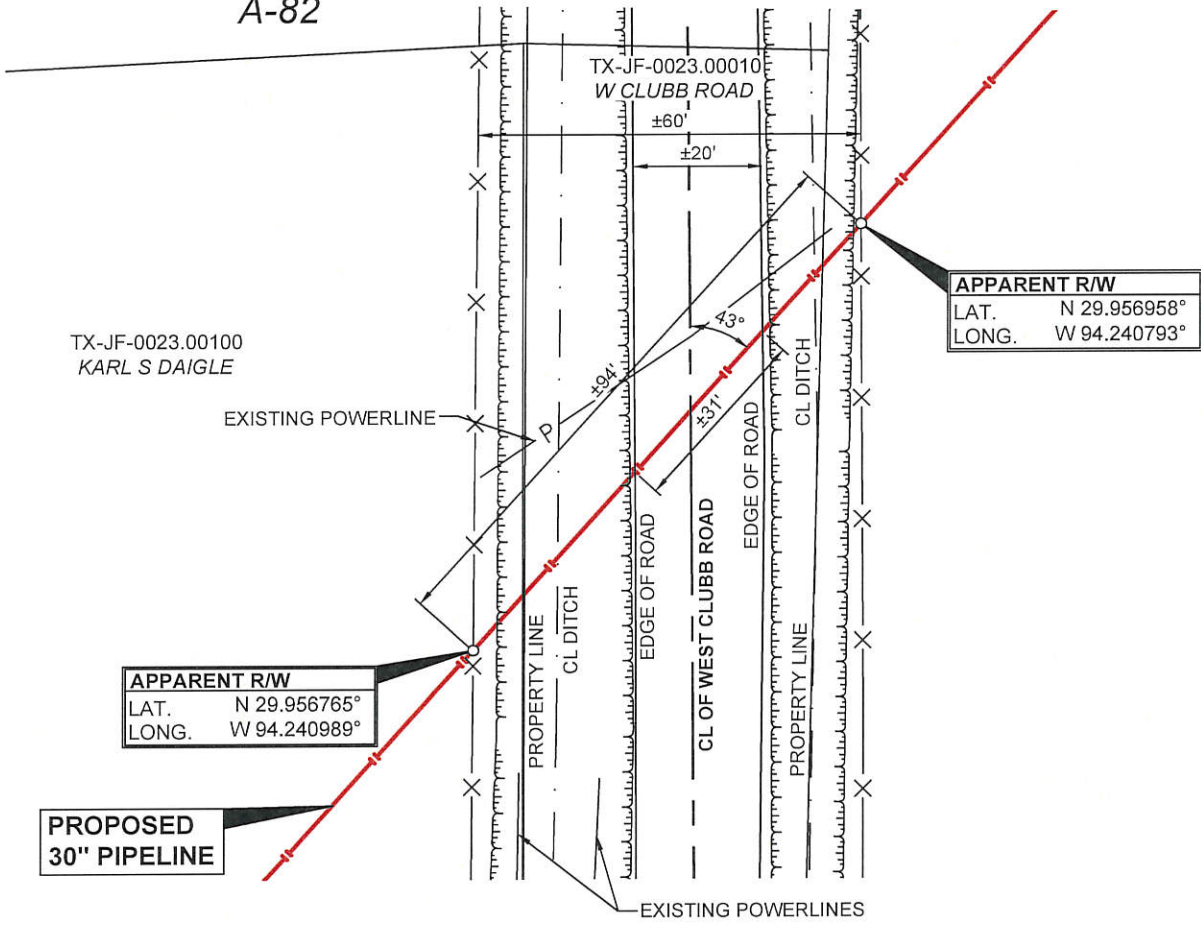
CROSS-SECTION

NOT TO SCALE

**B.B.B. & C.
R.R. CO.
A-82**

NOTE:

THE PROPOSED 30" PIPELINE CROSSING WILL BE LOCATED AT WEST CLUBB ROAD APPROXIMATELY 0.39 MILES SOUTHWESTERLY FROM ITS JUNCTION WITH BOYT ROAD.



FOR THE EXCLUSIVE USE OF
ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
I, Rex R. Jones, Registered Professional
Land Surveyor, do hereby state this plat is true
and correct to the best of my knowledge.

PRELIMINARY

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Rex R. Jones
Registered Professional Land Surveyor
Registration No. 6024

Scale: 1" = 30'



SHEET 9 OF 19

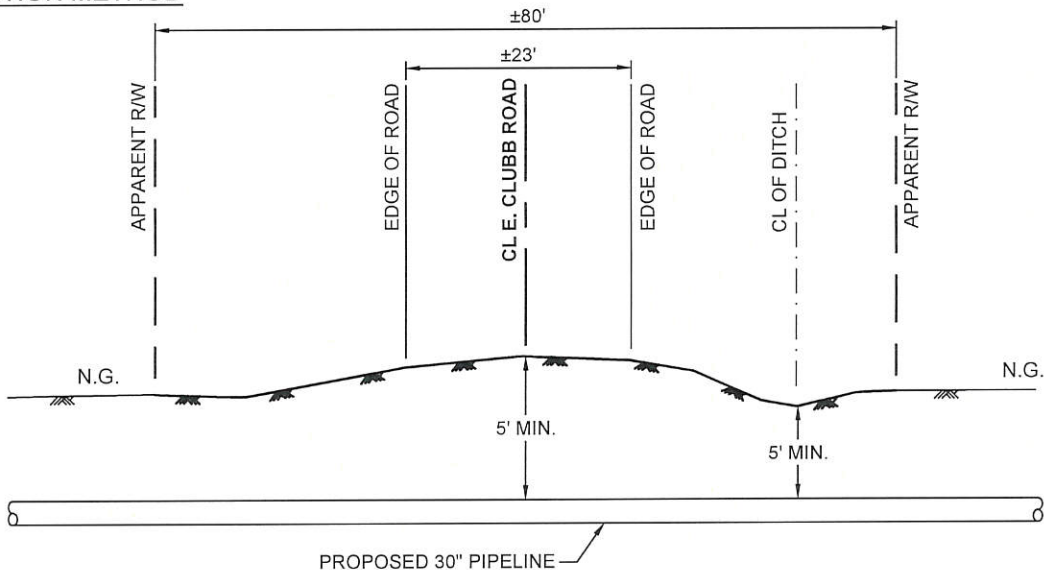
ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
MONT BELVIEU TO BEAUMONT
PROPOSED 30" PIPELINE
TX-JF-0023.00010
CROSSING WEST CLUBB ROAD
B.B.B. & C. R.R. CO. SURVEY, A-82, JEFFERSON COUNTY, TEXAS



C. H. Fenstermaker & Associates, L.L.C.
135 Regency Sq. Lafayette, LA 70508
Ph. 337-237-2200 Fax. 337-232-3299
www.fenstermaker.com
Texas Firm No. 10028500

PROJ. MGR.: LJB	REVISIONS		
CHIEF INSP.:	No. 0	DATE: 1/4/2019	REVISED BY: JTL
DATE: 11/16/2018	No.	DATE:	REVISED BY:
FILENAME: T:\2018\2188311\DWG\CROSSING_FILES\ROAD\JEFFERSON CO\TX-JF-0023.00010-W CLUBB ROAD.dwg			

CONSTRUCTION METHOD



CROSS-SECTION

NOT TO SCALE

NOTE:

THE PROPOSED 30" PIPELINE CROSSING WILL BE LOCATED AT E CLUBB ROAD. APPROXIMATELY 0.54 MILES SOUTHWESTERLY FROM ITS JUNCTION WITH BOYT ROAD.

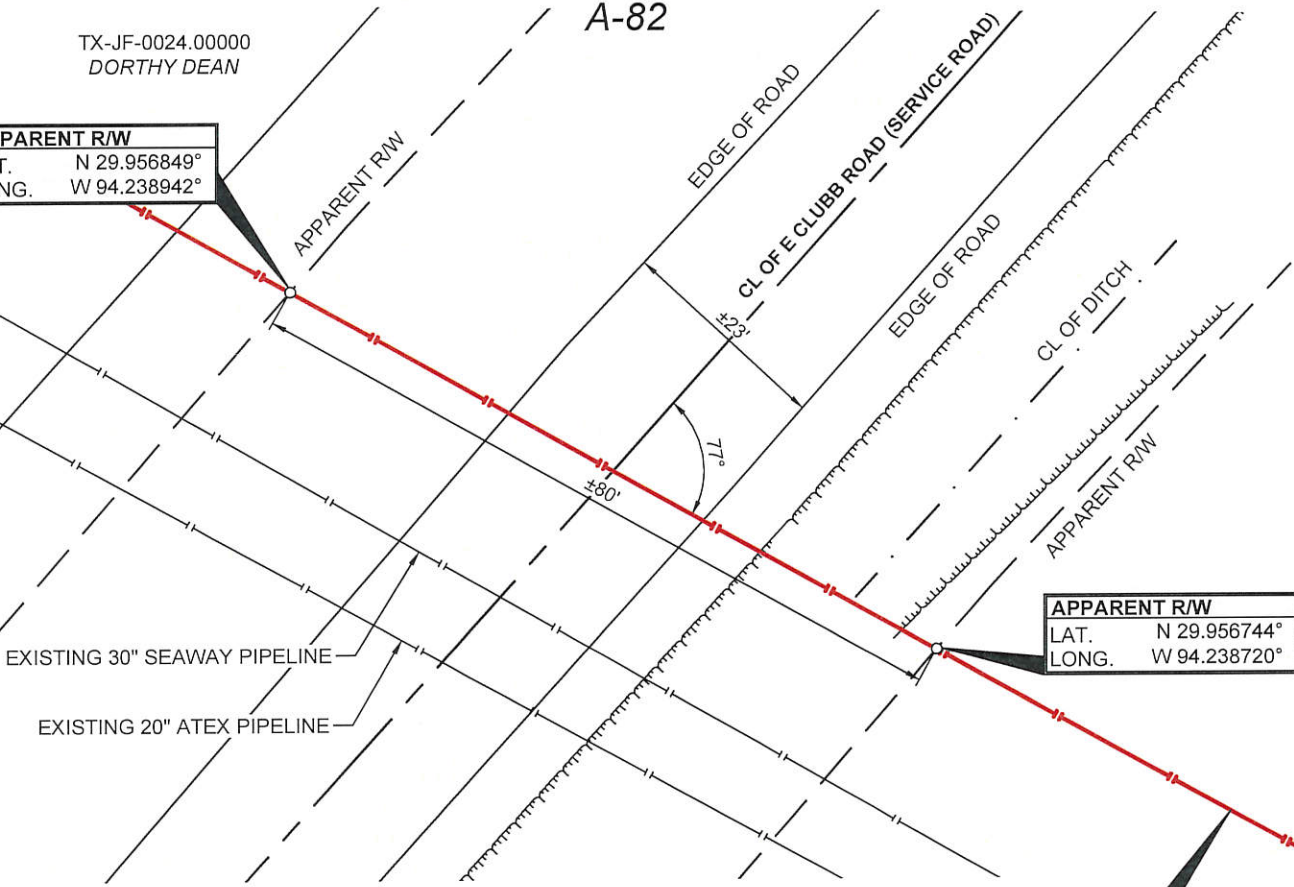
**B.B.B. & C.
R.R. CO.
A-82**

TX-JF-0024.00000
DORTHY DEAN

APPARENT R/W
LAT. N 29.956849°
LONG. W 94.238942°

APPARENT R/W
LAT. N 29.956744°
LONG. W 94.238720°

**PROPOSED
30" PIPELINE**



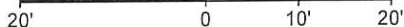
FOR THE EXCLUSIVE USE OF
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I, Rex R. Jones, Registered Professional
Land Surveyor, do hereby state this plat is true
and correct to the best of my knowledge.

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Rex R. Jones
Registered Professional Land Surveyor
Registration No. 6024

Scale: 1" = 20'



SHEET 10 OF 19

ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
MONT BELVIEU TO BEAUMONT
PROPOSED 30" PIPELINE
TX-JF-0024.00011- E CLUBB ROAD
CROSSING E CLUBB ROAD (SERVICE ROAD)
B.B.B. & C. R.R. CO. SURVEY, A-82, JEFFERSON COUNTY, TEXAS

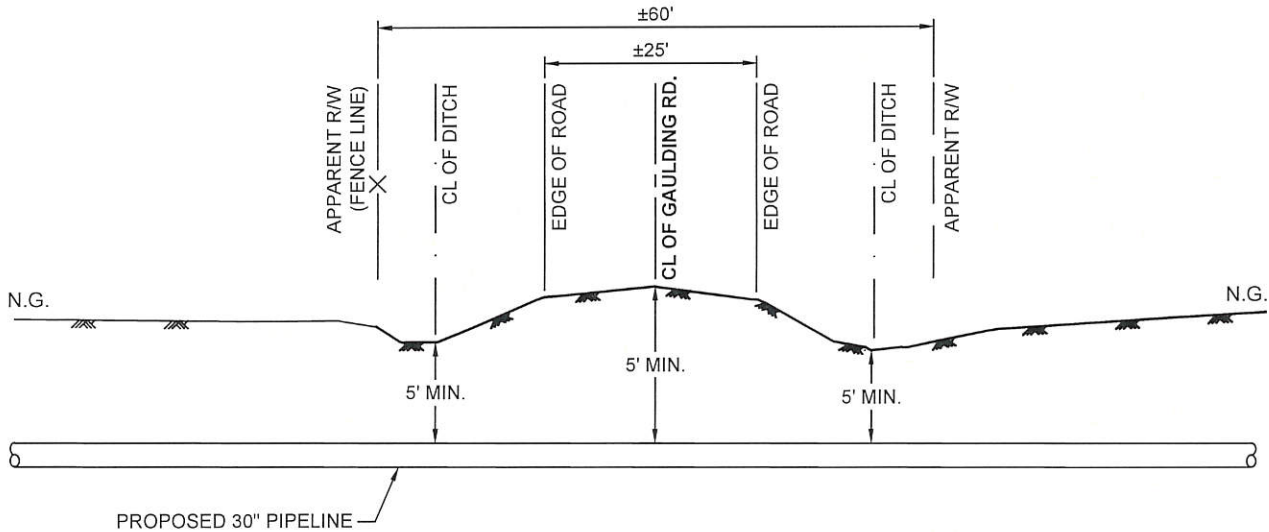
PROJ. MGR.: LJB		REVISIONS	
CHIEF INSP.:	No. 0	DATE: 01/14/2019	REVISED BY: JTL
DATE: 11/14/2018	No.	DATE:	REVISED BY:
FILENAME: T:\2018\2188311\DWG\CROSSING_FILES\ROAD\JEFFERSON CO\TX-JF-0024.00011- E CLUBB ROAD.dwg			



C. H. Fenstermaker & Associates, L.L.C.
135 Regency Sq. Lafayette, LA 70508
Ph. 337-237-2200 Fax. 337-232-3299
www.fenstermaker.com
Texas Firm No. 10028500

CONSTRUCTION METHOD

BORE

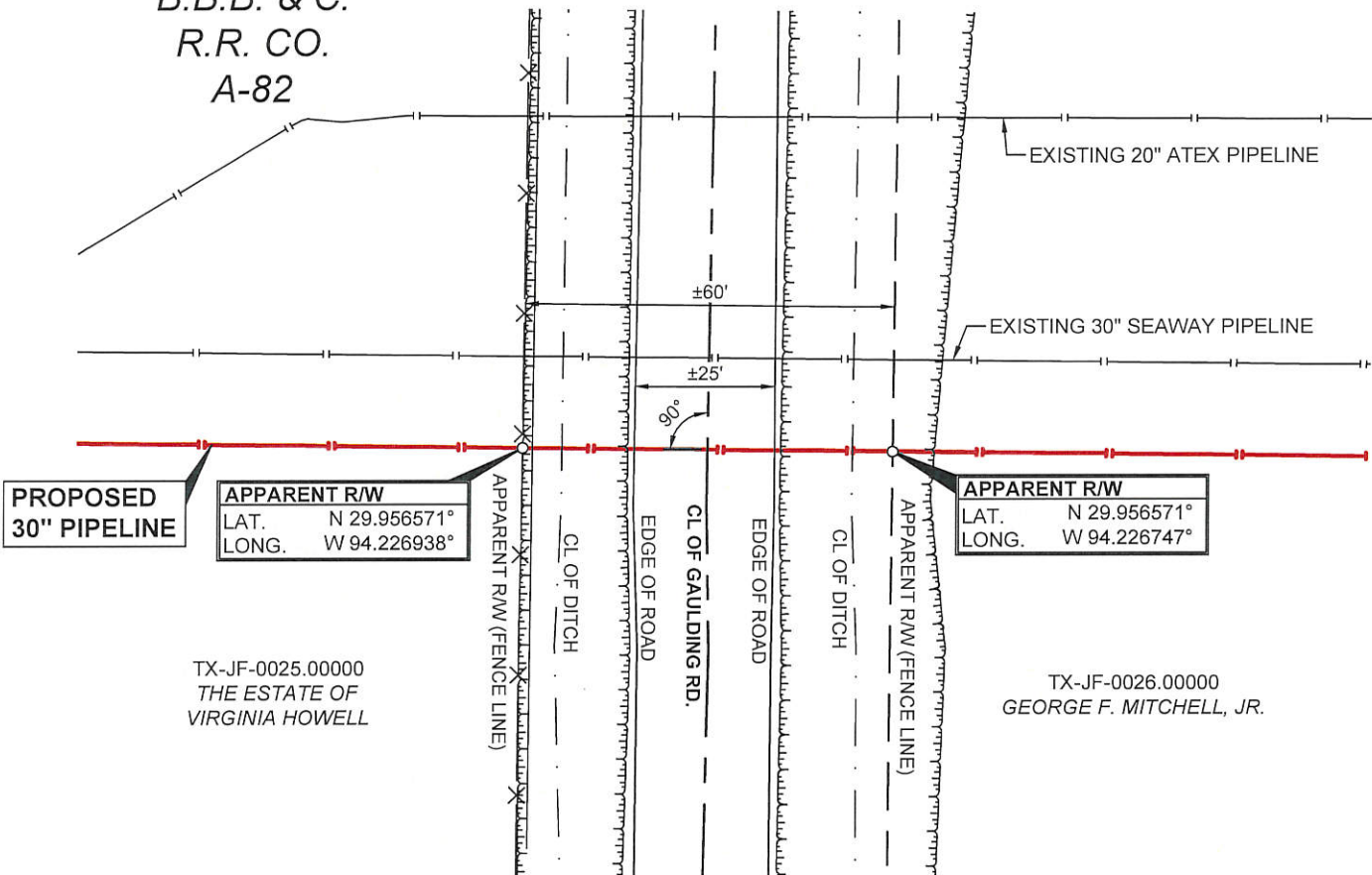


CROSS-SECTION
NOT TO SCALE

NOTE:

THE PROPOSED 30" PIPELINE CROSSING WILL BE LOCATED AT GAULDING RD. APPROXIMATELY 0.16 MILES SOUTHERLY FROM ITS JUNCTION WITH TX HWY. 124.

**B.B.B. & C.
R.R. CO.
A-82**



**PROPOSED
30" PIPELINE**

APPARENT R/W
LAT. N 29.956571°
LONG. W 94.226938°

APPARENT R/W
LAT. N 29.956571°
LONG. W 94.226747°

TX-JF-0025.00000
THE ESTATE OF
VIRGINIA HOWELL

TX-JF-0026.00000
GEORGE F. MITCHELL, JR.

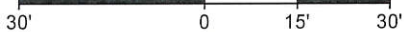
FOR THE EXCLUSIVE USE OF
ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
I, Rex R. Jones, Registered Professional
Land Surveyor, do hereby state this plat is true
and correct to the best of my knowledge.

PRELIMINARY

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PURPOSE AND SHALL NOT BE USED OR VIEWED OR
RELIED UPON AS A FINAL SURVEY DOCUMENT

Rex R. Jones
Registered Professional Land Surveyor
Registration No. 6024

Scale: 1" = 30'



SHEET 11 OF 19

ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
MONT BELVIEU TO BEAUMONT
PROPOSED 30" PIPELINE
TX-JF-0025.00010
CROSSING GAULDING ROAD
B.B.B. & C. R.R. CO. SURVEY, A-82, JEFFERSON COUNTY, TEXAS

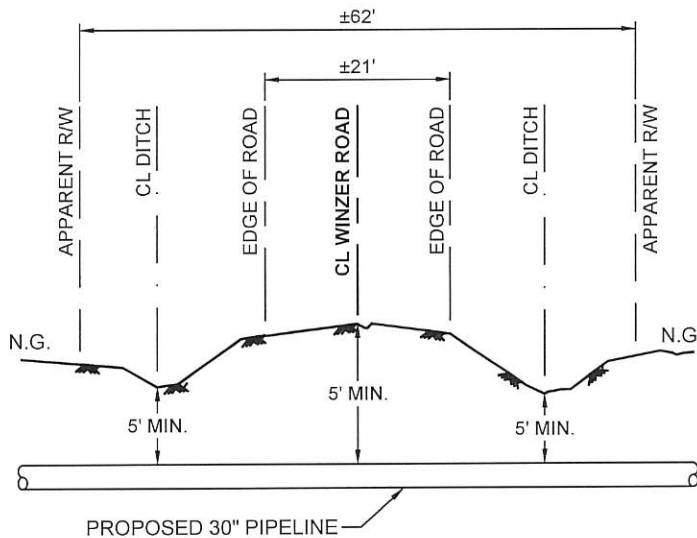
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CHIEF INSP.:	No. 0	DATE: 12/19/2018	REVISED BY: JTL
DATE: 12/19/2018	No.	DATE:	REVISED BY:
FILENAME: T:\2018\218831\1DWG\CROSSING_FILES\READY FOR DRAFTING\TX-JF-0025.00010- GAULDING ROAD.dwg			



C. H. Fenstermaker & Associates, L.L.C.
135 Regency Sq. Lafayette, LA 70508
Ph. 337-237-2200 Fax. 337-232-3299
www.fenstermaker.com
Texas Firm No. 10028500

CONSTRUCTION METHOD

HDD



CROSS-SECTION

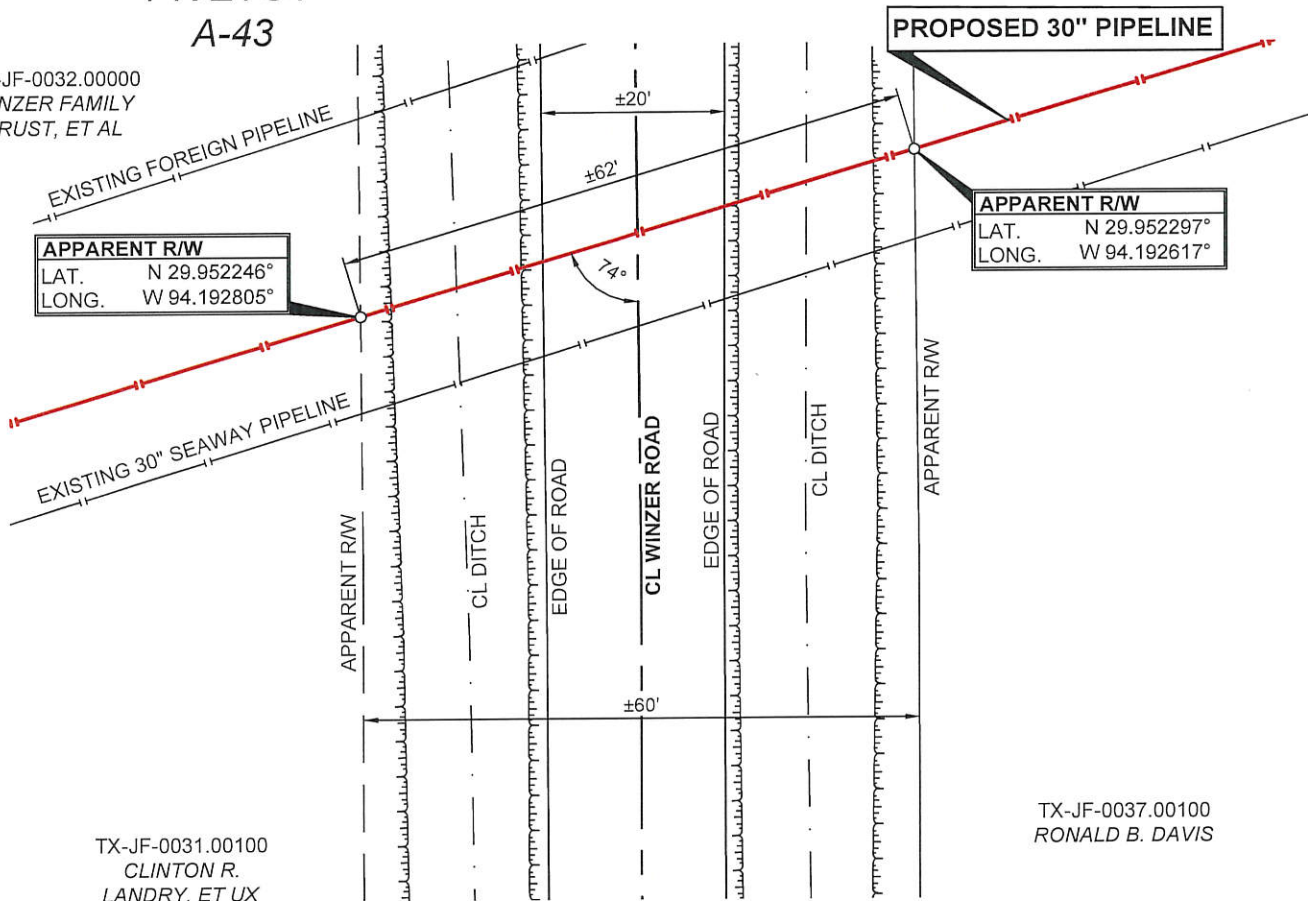
NOT TO SCALE

NOTE:

THE PROPOSED 30" PIPELINE CROSSING WILL BE LOCATED AT WINZER RD. APPROXIMATELY 0.09 MILES SOUTHERLY FROM ITS JUNCTION WITH PEGGY ANN LANE.

**MICHAEL
PIVETOT
A-43**

TX-JF-0032.00000
WINZER FAMILY
TRUST, ET AL



APPARENT R/W
LAT. N 29.952246°
LONG. W 94.192805°

APPARENT R/W
LAT. N 29.952297°
LONG. W 94.192617°

TX-JF-0031.00100
CLINTON R.
LANDRY, ET UX

TX-JF-0037.00100
RONALD B. DAVIS

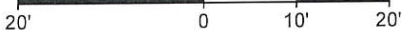
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Rex R. Jones
Registered Professional Land Surveyor
Registration No. 6024

Scale: 1" = 20'



SHEET 12 OF 19

ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
MONT BELVIEU TO BEAUMONT
PROPOSED 30" PIPELINE
TX-JF-0032.00010
CROSSING WINZER ROAD
MICHAEL PIVETOT SURVEY, A-43, JEFFERSON COUNTY, TEXAS

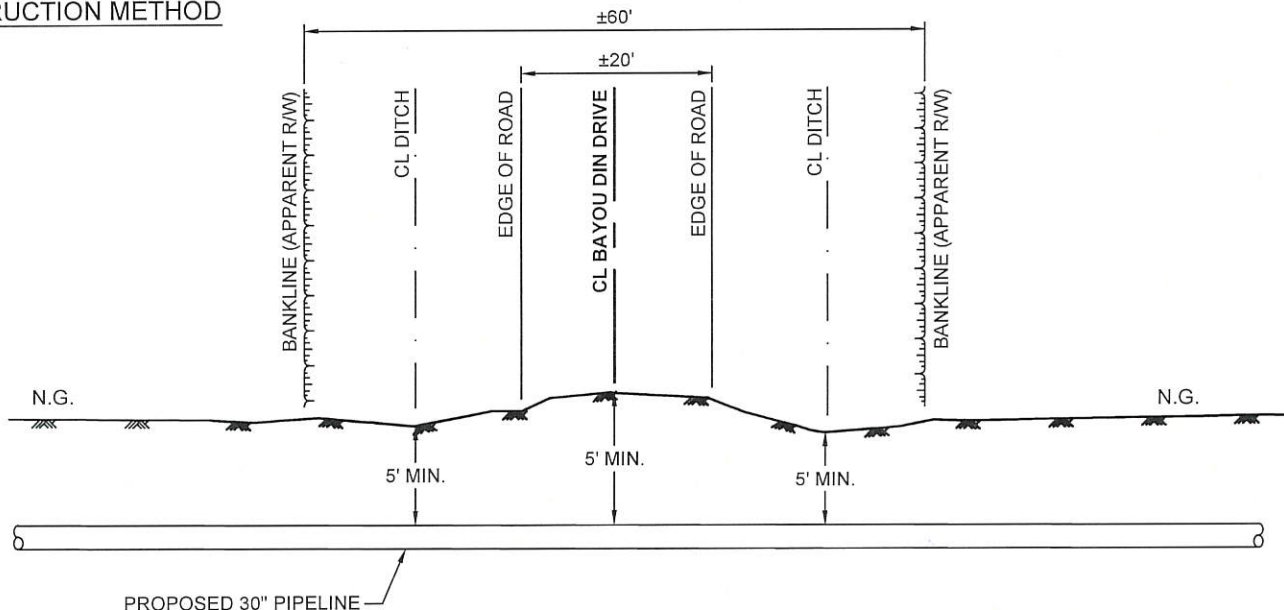
PROJ. MGR.: LJB	REVISIONS		
CHIEF INSP.:	No. 0	DATE: 10/09/2018	REVISED BY: TPD
DATE: 10/09/2018	No.	DATE:	REVISED BY:
FILENAME: T:\2018\218831\1\DWG\CROSSING_FILES\ROAD\JEFFERSON CO\TX-JF-0032.00010-WINZER RD.dwg			



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135 Regency Sq. Lafayette, LA 70508
Ph. 337-237-2200 Fax. 337-232-3299
www.fenstermaker.com
Texas Firm No. 10028500

CONSTRUCTION METHOD

BORE

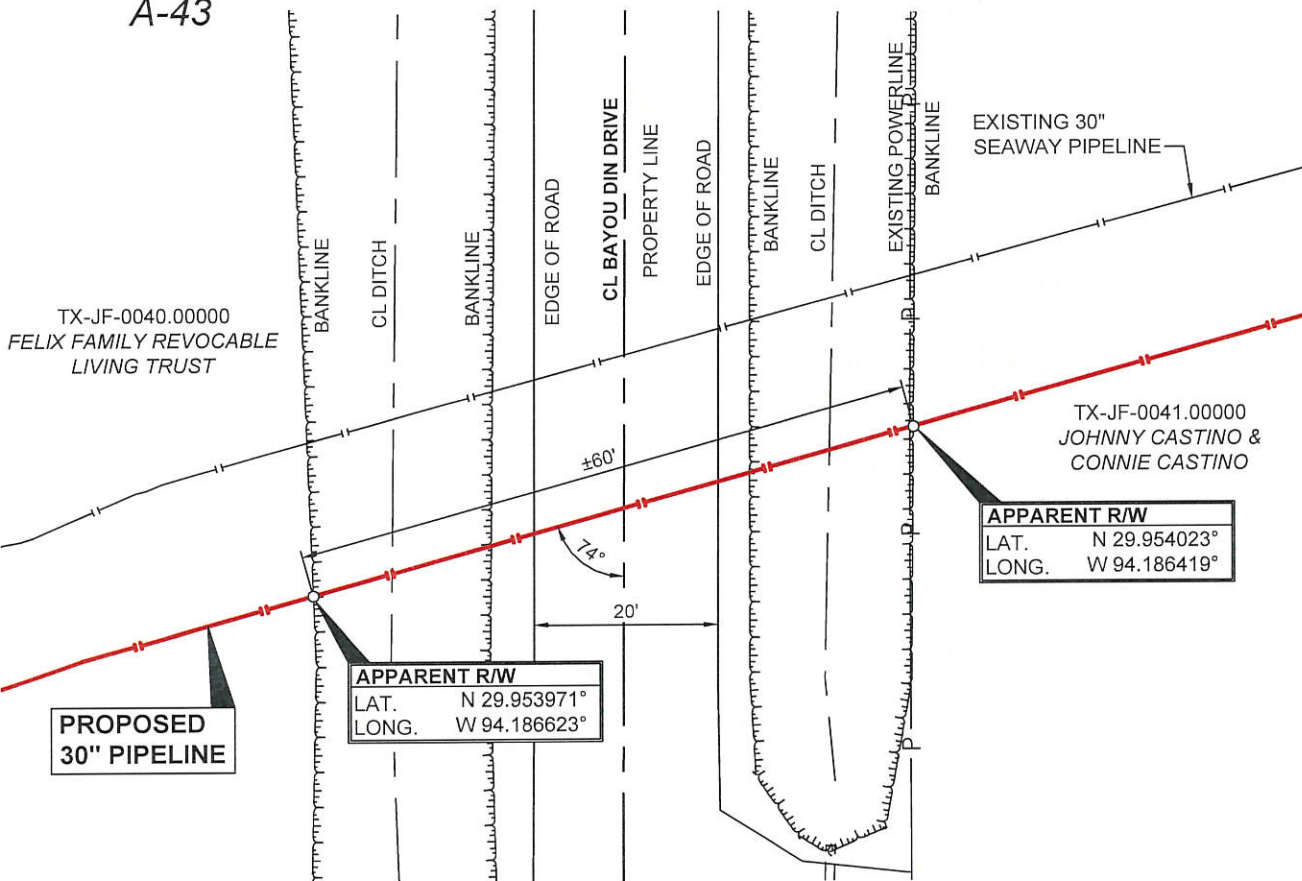


CROSS-SECTION
NOT TO SCALE

NOTE:

THE PROPOSED 30" PIPELINE CROSSING WILL BE LOCATED AT BAYOU DIN DRIVE APPROXIMATELY 0.41 MILES SOUTH FROM ITS JUNCTION WITH BLEWETT ROAD.

**MICHAEL
PIVETOT
A-43**



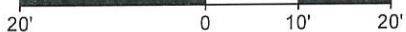
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Rex R. Jones
Registered Professional Land Surveyor
Registration No. 6024

Scale: 1" = 20'



SHEET 13 OF 19

ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
MONT BELVIEU TO BEAUMONT
PROPOSED 30" PIPELINE
TX-JF-0040.00010
CROSSING BAYOU DIN DRIVE
MICHAEL PIVETOT SURVEY, A-43, JEFFERSON COUNTY, TEXAS

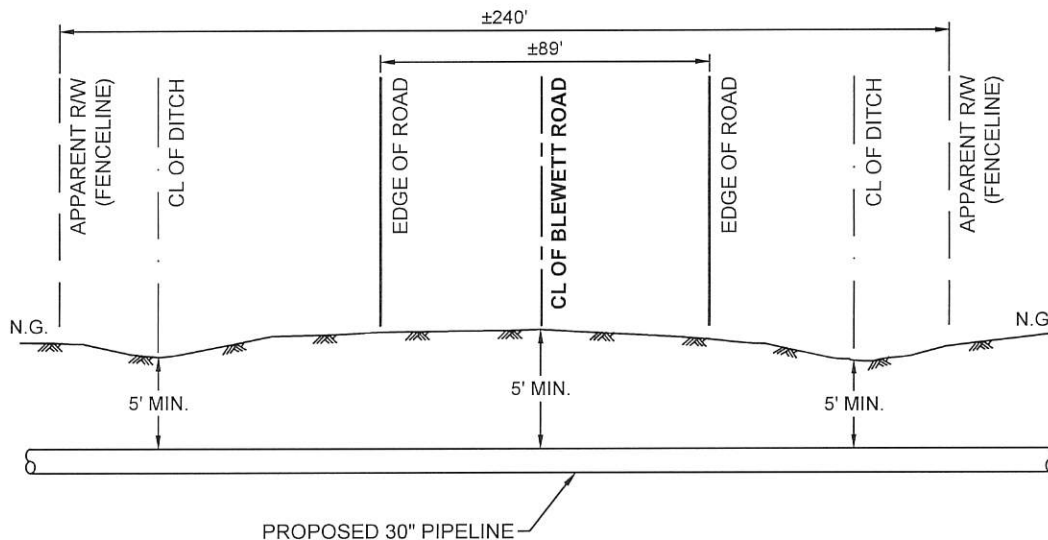
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CHIEF INSP.:	No. 0	DATE: 12/20/2018	REVISED BY: TPD
DATE: 12/20/2018	No.	DATE:	REVISED BY:
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Ph. 337-237-2200 Fax. 337-232-3299
www.fenstermaker.com
Texas Firm No. 10028500

CONSTRUCTION METHOD

HDD



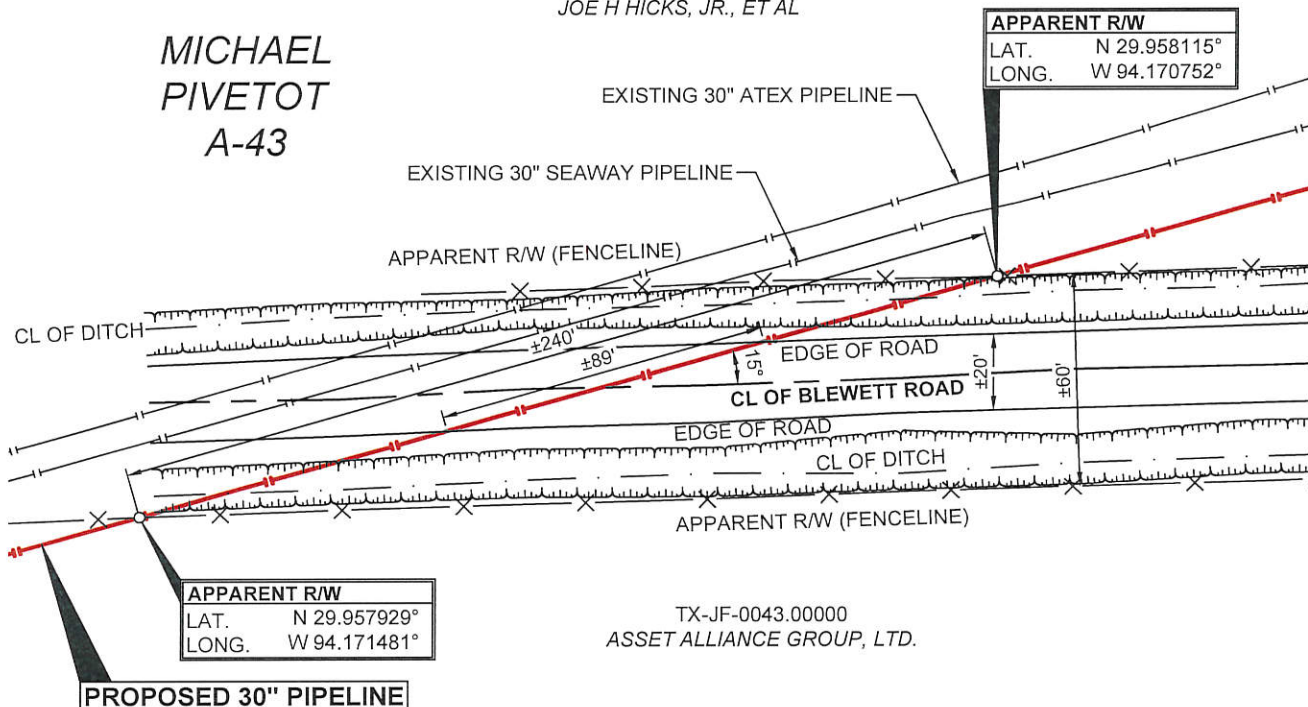
CROSS-SECTION
NOT TO SCALE

NOTE:

THE PROPOSED 30" PIPELINE CROSSING WILL BE LOCATED AT BLEWETT ROAD. APPROXIMATELY 0.39 MILES WESTERLY FROM ITS JUNCTION WITH LABELLE ROAD.

**MICHAEL
PIVOTOT
A-43**

TX-JF-0045.00000
JOE H HICKS, JR., ET AL



PROPOSED 30" PIPELINE

TX-JF-0043.00000
ASSET ALLIANCE GROUP, LTD.

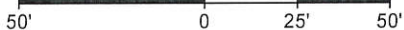
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Rex R. Jones
Registered Professional Land Surveyor
Registration No. 6024

Scale: 1" = 50'



SHEET 14 OF 19

ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
MONT BELVIEU TO BEAUMONT
PROPOSED 30" PIPELINE
TX-JF-0043.00010
CROSSING BLEWETT ROAD
MICHAEL PIVOTOT SURVEY, A-43, JEFFERSON COUNTY, TEXAS



NAD 83 (2011) UTM ZONE 15

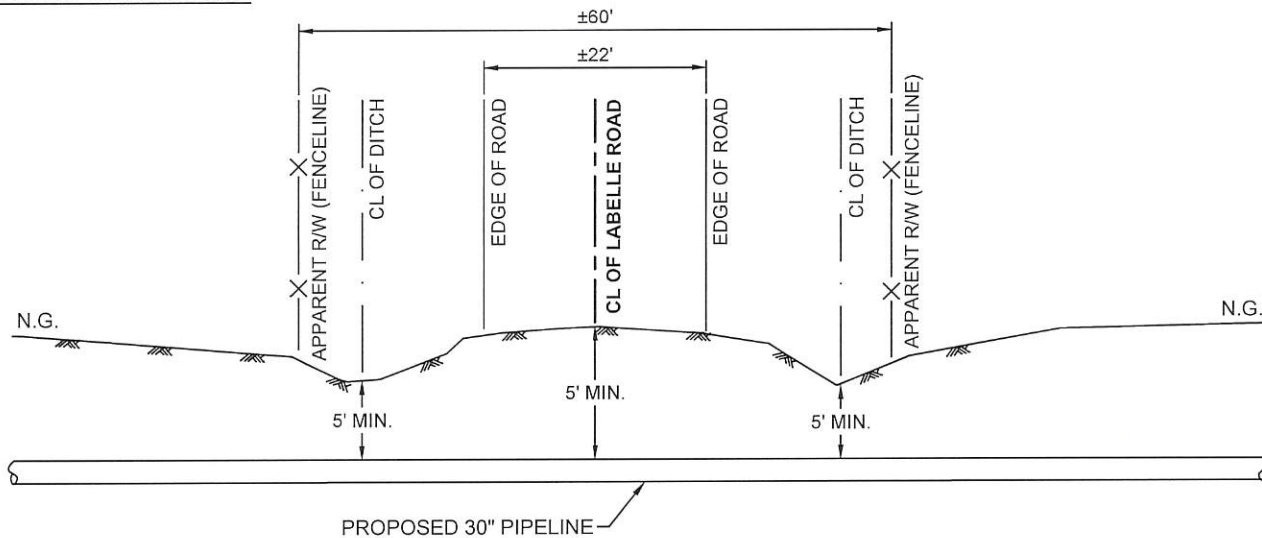


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www.fenstermaker.com
Texas Firm No. 10028500

PROJ. MGR.: LJB		REVISIONS	
CHIEF INSP.:	No. 0	DATE: 10/16/2018	REVISED BY: JTL
DATE: 10/16/2018	No.	DATE:	REVISED BY:
FILENAME: T:\2018\2188311\DWG\CROSSING_FILES\ROAD\JEFFERSON CO\TX-JF-0043.00010-BLEWETT ROAD.dwg			

CONSTRUCTION METHOD

HDD



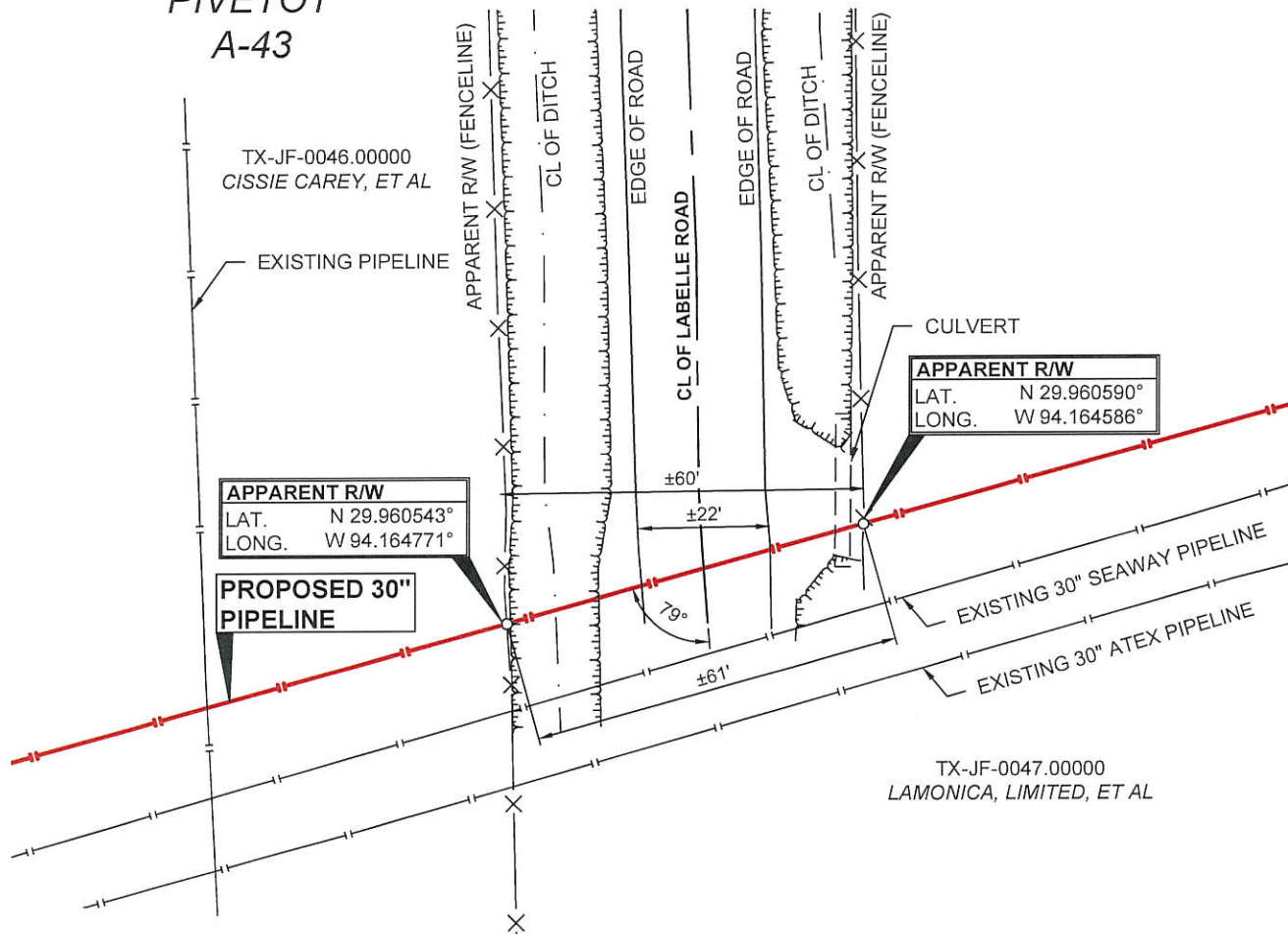
CROSS-SECTION

NOT TO SCALE

NOTE:

THE PROPOSED 30" PIPELINE CROSSING WILL BE LOCATED AT LABELLE RD. APPROXIMATELY 0.16 MILES EASTERLY FROM ITS JUNCTION WITH BLEWETT ROAD.

**MICHAEL
PIVOTOT
A-43**



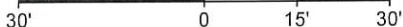
FOR THE EXCLUSIVE USE OF
ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
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Rex R. Jones
Registered Professional Land Surveyor
Registration No. 6024

Scale: 1" = 30'



SHEET 15 OF 19

ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
MONT BELVIEU TO BEAUMONT
PROPOSED 30" PIPELINE
TX-JF-0046.00010
CROSSING LABELLE ROAD
MICHAEL PIVOTOT SURVEY, A-43, JEFFERSON COUNTY, TEXAS

PROJ. MGR.: LJB		REVISIONS	
CHIEF INSP.:	No. 0	DATE: 10/17/2018	REVISED BY: JTL
DATE: 10/17/2018	No.	DATE:	REVISED BY:
FILENAME: T:\2018\2188311\DWG\CROSSING_FILES\ROAD\JEFFERSON CO\TX-JF-0046.00010-LABELLE ROAD.dwg			

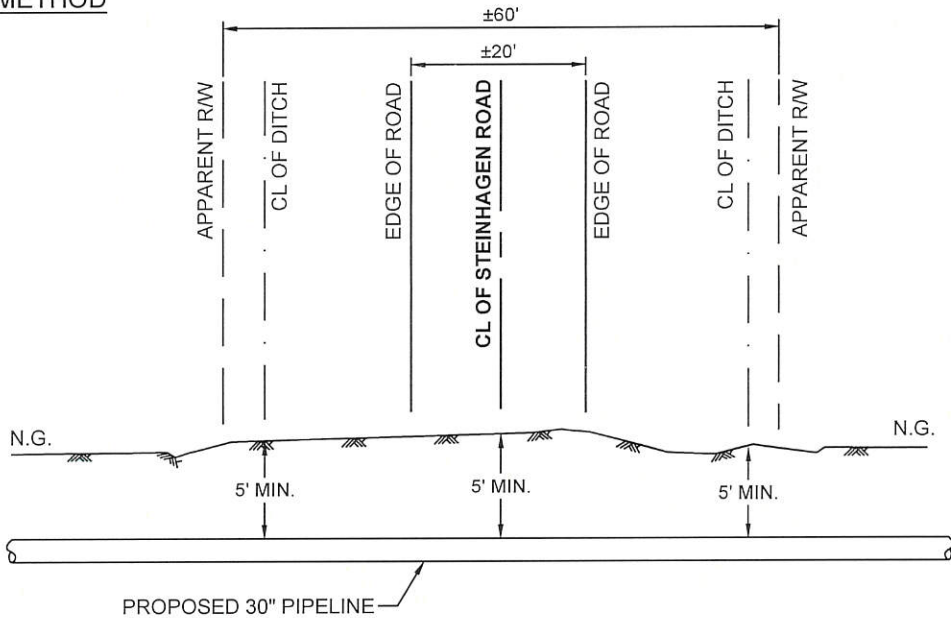


C. H. Fenstermaker & Associates, L.L.C.
135 Regency Sq. Lafayette, LA 70508
Ph. 337-237-2200 Fax. 337-232-3299
www.fenstermaker.com
Texas Firm No. 10028500

NAD 83 (2011) UTM ZONE 15

CONSTRUCTION METHOD

BORE

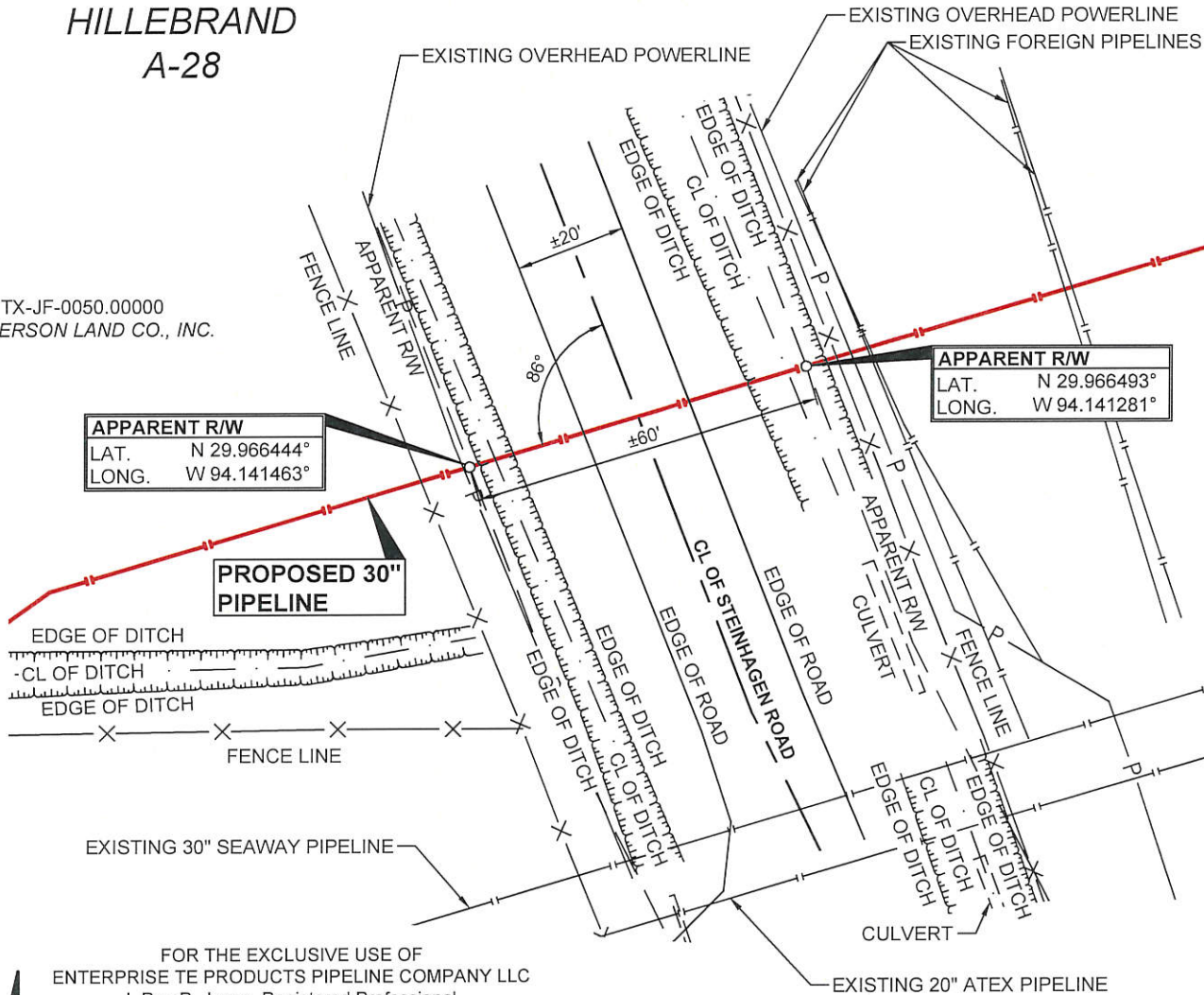


CROSS-SECTION
NOT TO SCALE

NOTE:
THE PROPOSED 30" PIPELINE CROSSING WILL BE LOCATED AT STEINHAGEN RD. APPROXIMATELY 1.71 MILES EASTERLY FROM ITS JUNCTION WITH LABELLE ROAD.

CHRISTIAN HILLEBRAND
A-28

TX-JF-0050.00000
JEFFERSON LAND CO., INC.

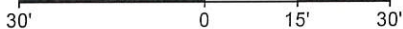


FOR THE EXCLUSIVE USE OF
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Rex R. Jones
Registered Professional Land Surveyor
Registration No. 6024

Scale: 1" = 30'



SHEET 16 OF 19

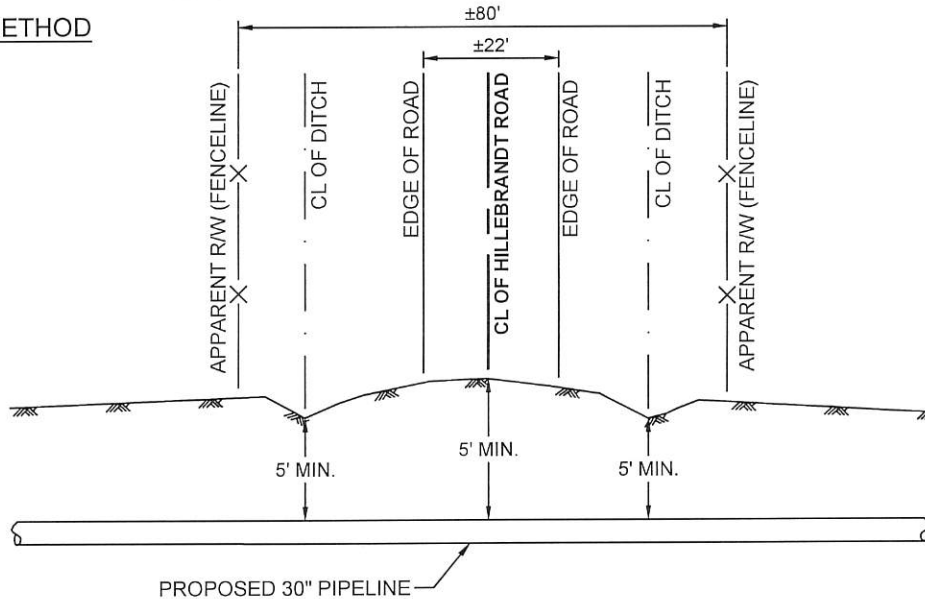
ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
MONT BELVIEU TO BEAUMONT
PROPOSED 30" PIPELINE
TX-JF-0050.00010
CROSSING STEINHAGEN ROAD
CHRISTIAN HILLEBRAND SURVEY, A-28, JEFFERSON COUNTY, TEXAS

PROJ. MGR.: LJB	REVISIONS		
CHIEF INSP.:	No. 0	DATE: 11/12/2018	REVISED BY: SJF
DATE: 10/27/2018	No.	DATE:	REVISED BY:
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C. H. Fenstermaker & Associates, L.L.C.
135 Regency Sq. Lafayette, LA 70508
Ph. 337-237-2200 Fax. 337-232-3299
www.fenstermaker.com
Texas Firm No. 10028500

CONSTRUCTION METHOD
BORE



CROSS-SECTION
NOT TO SCALE

NOTE:
THE PROPOSED 30" PIPELINE CROSSING WILL BE LOCATED AT HILLEBRANDT RD. APPROXIMATELY 0.10 MILES EASTERLY FROM ITS JUNCTION WITH BROUSSARD ROAD.

MARCELO
GRANGE
A-26

TX-JF-0054.00000
LABELLE
PROPERTIES, LTD

APPARENT R/W
LAT. N 29.975052°
LONG. W 94.108826°

PROPOSED 30"
PIPELINE

APPARENT R/W
LAT. N 29.975056°
LONG. W 94.108576°

TX-JF-0055.00000
TEXAS RICE LAND
PARTNERS, LTD., ET AL

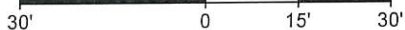
FOR THE EXCLUSIVE USE OF
ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
I, Rex R. Jones, Registered Professional
Land Surveyor, do hereby state this plat is true
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PRELIMINARY

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Rex R. Jones
Registered Professional Land Surveyor
Registration No. 6024

Scale: 1" = 30'



SHEET 17 OF 19

ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
MONT BELVIEU TO BEAUMONT
PROPOSED 30" PIPELINE
TX-JF-0054.00010
CROSSING HILLEBRANDT ROAD
MARCELO GRANGE SURVEY, A-26, JEFFERSON COUNTY, TEXAS

PROJ. MGR.: LJB		REVISIONS	
CHIEF INSP.:	No. 0	DATE: 10/29/2018	REVISED BY: JTL
DATE: 10/29/2018	No.	DATE:	REVISED BY:
FILENAME: T:\2018\2188311\DWG\CROSSING_FILES\ROAD\JEFFERSON CO\TX-JF-0054.00010-HILLEBRANDT RD.dwg			



C. H. Fenstermaker & Associates, L.L.C.
135 Regency Sq. Lafayette, LA 70508
Ph. 337-237-2200 Fax. 337-232-3299
www.fenstermaker.com
Texas Firm No. 10028500

**PROPOSED 30" PIPELINE
BORE DESIGN DATA INSTALLATION**

1.0 GENERAL INFORMATION

- 1.1 APPLICANT/OWNER: ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
- 1.2 PIPELINE NAME: MONT BELVIEU TO BEAUMONT
- 1.3 PRODUCT: ETHANE
- 1.4 PROPOSED CONSTRUCTION ACTIVITIES SCHEDULED FOR 2019

2.0 PIPELINE DESIGN DATA

- 2.1 DESIGN CODES: THE DEPARTMENT OF ("DOT") STANDARD CFR TITLE 49, PART 195, "TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE" AND THE RAILROAD COMMISSION PIPELINE SAFETY RULES AND ASME API 1102, "STEEL PIPELINE CROSSING RAILROADS AND HIGHWAYS"
- 2.2 DESIGN PRESSURE: 1480 PSIG
- 2.3 HYDROSTATIC TEST PRESSURE: 1850 PSIG MIN.
- 2.4 DESIGN FACTOR: 0.72

3.0 CATHODIC PROTECTION

- 3.1 RECTIFIER IMPRESSED CURRENT

4.0 CONSTRUCTION METHOD

- 4.1 PIPELINE WILL BE INSTALLED BY BORE.

5.0 BORE PIPE

- 5.1 OUTSIDE DIAMETER: 30"
- 5.2 WALL THICKNESS: 0.635"
- 5.3 PIPE SPECIFICATION: API-5L
- 5.4 GRADE: X70 (70,000 PSI)
- 5.5 MATERIAL: CARBON STEEL
- 5.6 PROCESS OF MANUFACTURE: ERW OR SAW
- 5.7 EXTERIOR COATING: 14 - 16 MILS FUSION BONDED EPOXY (FBE) & 30-40 MILS ARO

FOR THE EXCLUSIVE USE OF
ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
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Rex R. Jones
Registered Professional Land Surveyor
Registration No. 6024

SHEET 18 OF 19

**ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
MONT BELVIEU TO BEAUMONT
PROPOSED 30" PIPELINE
DESIGN DATA
COUNTY ROADS
JEFFERSON COUNTY, TEXAS**



C. H. Fenstermaker & Associates, L.L.C.
135 Regency Sq. Lafayette, LA 70508
Ph. 337-237-2200 Fax. 337-232-3299
www.fenstermaker.com
Texas Firm No. 10028500

PROJ. MGR.: LJB	REVISIONS		
CHIEF INSP.:	No. 0	DATE: 01/14/2019	REVISED BY: JTL
DATE: 10/19/2018	No.	DATE:	REVISED BY:
FILENAME: T:\2018\2188311\DWG\CROSSING_FILES\COVER SHEETS\JEFFERSON COUNTY ROADS.DWG			

**PROPOSED 30" PIPELINE
HDD DESIGN DATA INSTALLATION**

1.0 GENERAL INFORMATION

- 1.1 APPLICANT/OWNER: ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
- 1.2 PIPELINE NAME: MONT BELVIEU TO BEAUMONT
- 1.3 PRODUCT: ETHANE
- 1.4 PROPOSED CONSTRUCTION ACTIVITIES SCHEDULED FOR **2019**

2.0 PIPELINE DESIGN DATA

- 2.1 DESIGN CODES: THE DEPARTMENT OF ("DOT") STANDARD CFR TITLE 49, PART 195, "TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE" AND THE RAILROAD COMMISSION PIPELINE SAFETY RULES AND ASME API 1102, "STEEL PIPELINE CROSSING RAILROADS AND HIGHWAYS"
- 2.2 DESIGN PRESSURE: 1480 PSIG
- 2.3 HYDROSTATIC TEST PRESSURE: 1850 PSIG MIN.
- 2.4 DESIGN FACTOR: 0.50

3.0 CATHODIC PROTECTION

- 3.1 RECTIFIER IMPRESSED CURRENT

4.0 CONSTRUCTION METHOD

- 4.1 PIPELINE WILL BE INSTALLED BY HDD.

5.0 HDD PIPE

- 5.1 OUTSIDE DIAMETER: 30"
- 5.2 WALL THICKNESS: 0.635"
- 5.3 PIPE SPECIFICATION: API-5L
- 5.4 GRADE: X70 (70,000 PSI)
- 5.5 MATERIAL: CARBON STEEL
- 5.6 PROCESS OF MANUFACTURE: ERW OR SAW
- 5.7 EXTERIOR COATING: 14 - 16 MILS FUSION BONDED EPOXY (FBE) & 30-40 MILS ARO

FOR THE EXCLUSIVE USE OF
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Registration No. 6024

SHEET 19 OF 19

**ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
MONT BELVIEU TO BEAUMONT
PROPOSED 30" PIPELINE
DESIGN DATA
COUNTY ROADS
JEFFERSON COUNTY, TEXAS**



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Ph. 337-237-2200 Fax. 337-232-3299
www.fenstermaker.com
Texas Firm No. 10028500

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CHIEF INSP.:	No. 0	DATE: 01/14/2019	REVISED BY: JTL
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FILENAME: T:\2018\2188311\DWG\CROSSING_FILES\COVER SHEETS\JEFFERSON COUNTY ROADS.DWG			



Local Government Assistance Program
 Beaumont District
 2019

MATERIAL REQUEST

The allocated value of materials for Jefferson County for FY 2019 is \$24,226.

TxDOT will provide 4,845 cubic yards of Mixed RAP (recycled asphaltic pavement) valued at \$5/CY to fulfill the County's allotment. Please indicate the County's choices below, sign and date, and return by USPS or email within 45 days to complete the County's written request for the available material.

LOCATION	PRECINCT	QUANTITY REQUESTED (CY)
US 69 SB (Cardinal Drive) @ Sulphur Plant Rd Jefferson County 1,300 CY available	Precinct 1	<u>1250</u> CY
	Precinct 2	<u>50</u> CY
	Precinct 3	<u> </u> CY
	Precinct 4	<u> </u> CY
FM 3514 @ SP 93 Jefferson County 1,000 CY available	Precinct 1	<u> </u> CY
	Precinct 2	<u>1000</u> CY
	Precinct 3	<u> </u> CY
	Precinct 4	<u> </u> CY
SH 73 @ SH 124 Chambers County 2,545 CY available	Precinct 1	<u> </u> CY
	Precinct 2	<u>145</u> CY
	Precinct 3	<u>1070</u> CY
	Precinct 4	<u>1330</u> CY
	TOTAL	<u>4845</u> CY Should = 4,845

Requested By:



 The Honorable Jeff Branick

2/19/19

 Date

PLEASE RETURN TO: TEXAS DEPARTMENT OF TRANSPORTATION
 ATTN: DEBBIE HALLAM
 8350 EASTEX FREEWAY
 BEAUMONT, TX 77708

OR EMAIL TO: debbie.hallam@txdot.gov

January 29, 2019

Pepe Dominguez

From: Pepe Dominguez <peped@co.jefferson.tx.us>
Sent: Friday, February 08, 2019 2:54 PM
To: 'Commissioner Arnold' (eddiarnold@co.jefferson.tx.us)
Cc: 'Commissioner Weaver' (bweaver@co.jefferson.tx.us); 'Commissioner Sinegal' (msinegal@co.jefferson.tx.us); 'Commissioner Alfred' (ealfred@co.jefferson.tx.us); Don Rao (drao@co.jefferson.tx.us); Steve Stafford [sstafford@co.jefferson.tx.us] (sstafford@co.jefferson.tx.us); 'Ronda Conlin' (rconlin@co.jefferson.tx.us); 'Jody Jannise' (jjannise@co.jefferson.tx.us); 'Judge Branick' (jbranick@co.jefferson.tx.us); Doug Canant <dscanant@dd6.org> (dscanant@dd6.org); rpls5163@aol.com
Subject: Amended Plat of Lot 1 Of The G. D. Brown & K .D. Brown Addition No. 1
Attachments: Amended Plat of Lot 1 of the G.D. & K.D. Brown Add. No. 1_Comm Ct.pdf

Commissioner Arnold ,

Attached is a PDF of the Amended Plat of Lot 1 Of The G. D. Brown & K .D. Brown Addition No. 1, being 1.506 acres out of Tract 3B & Tract 2A in Clerk's File No. 2013012095, MRJCT, out of the Sophia Dean Survey, Abstract No. 16, Jefferson County, Texas. Located off Howard Road (a private road) in Precinct #1. This plat is not within any ETJ and has met all of our platting requirements.

I will be placing this plat on the Agenda for Tuesday, February 19th , 2019.

If you have any questions please contact either Don or myself.

Pepe Dominguez

Pepe Dominguez
Jefferson County Engineering
1149 Pearl 5th Floor
Beaumont, TX 77701
Offc. 409 835-8584
Fax. 409 835-8718
email: peped@co.jefferson.tx.us

Pepe Dominguez

From: Pepe Dominguez <peped@co.jefferson.tx.us>
Sent: Tuesday, February 05, 2019 9:23 AM
To: 'Commissioner Weaver' (bweaver@co.jefferson.tx.us)
Cc: 'Commissioner Arnold' (eddiearnold@co.jefferson.tx.us); 'Commissioner Sinegal' (msinegal@co.jefferson.tx.us); 'Commissioner Alfred' (ealfred@co.jefferson.tx.us); Don Rao (drao@co.jefferson.tx.us); Steve Stafford [sstafford@co.jefferson.tx.us] (sstafford@co.jefferson.tx.us); 'Ronda Conlin' (rconlin@co.jefferson.tx.us); 'Judge Branick' (jbranick@co.jefferson.tx.us); 'Mike Trahan' (mtrahan@co.jefferson.tx.us); ggross@co.jefferson.tx.us; 'stacey@soutex.net'; gnewsome@gt.rr.com
Subject: Final Plat of Mid-County Industrial Park Phase I
Attachments: Final Plat of Mid-County Industrial Park Phase I-Comm Court.pdf; Final Plat of Mid-County Industrial Park Phase I-Southex Letter.pdf

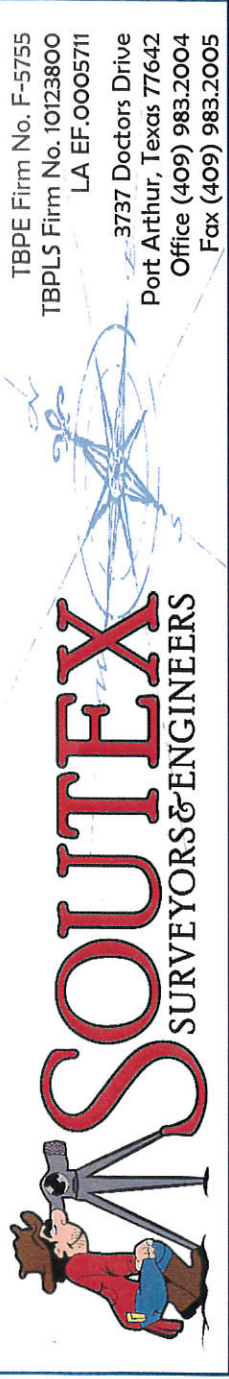
Commissioner Weaver,

Attached is a PDF of the Final Plat of Mid-County Industrial Park Phase I: 10.32 acres of land, part of the WM Carroll Survey, A-13, and the T & NORR Survey No. 1, A-257, Jefferson County, Texas. Subdivision is located off of U.S. Highway 69, 96, 287 in Precinct #2. This plat is within the Nederland ETJ and the Beaumont ETJ and has met all of the Jefferson County Engineering Department platting requirements.

I will be placing this plat on the Agenda for Tuesday, February 19th, 2019
If you have any questions please contact either Don or myself.

Pepe Dominguez

Pepe Dominguez
Jefferson County Engineering
1149 Pearl 5th Floor
Beaumont, TX 77701
Offc. 409 835-8584
Fax. 409 835-8718
email: peped@co.jefferson.tx.us



January 30, 2019

Jefferson County
Engineering Department
1149 Pearl Street, 5th Floor
Beaumont, Texas 77701

Attn: Don Rao

Ref: FINAL PLAT of MID-COUNTY INDUSTRIAL PARK PHASE I:
10.32 Acres of Land, Part of the WM Carroll Survey, A-13, & the T & NORR
Survey No. 1, A-257, Jefferson County, Texas. SOUTEX Job # 14-0016

Mr. Rao,

Transmitted herewith is 1 Copy of the above referenced Plat for acceptance and signatures of Commissioners. If you have any questions, please call.

Regards,

Stacey Garza
Office Specialist

SOUTEX
SURVEYORS & ENGINEERS

3737 Doctors Drive
Port Arthur, TX 77642
(409) 983-2004
(409) 983-2005 fax

stacey@soutex.net

Amendment, and certificate of dedication, by the Owner, to wit:

STATE OF TEXAS
COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS, THAT MSY PROPERTIES, LLC, OWNER OF 78.22 ACRES OF LAND OUT OF THE WM. CARROLL SURVEY, ABSTRACT NO. 13, & THE T&N.O.R.R. SURVEY, ABSTRACT NO. 257, JEFFERSON COUNTY, TEXAS, AS CONVEYED TO MSY ENGINEERS, LLC BY DEED DATED NOVEMBER 21, 2013, AND RECORDED IN FILE NO. 2013036611, OFFICIAL PUBLIC RECORDS, JEFFERSON COUNTY, DO HEREBY SUBDIVIDE 10.32 ACRES OF LAND OUT OF THE WM. CARROLL SURVEY, ABSTRACT NO. 13, TO BE KNOWN AS MID-COUNTY INDUSTRIAL PARK PHASE I, IN ACCORDANCE WITH THE PLAY SHOW HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND DO HEREBY DEDICATE TO THE PUBLIC THE STREETS AND EASEMENTS SAVE AND EXCEPT THE DRAINAGE EASEMENTS 1 THROUGH 5 SHOWN HEREON. IT IS UNDERSTOOD THAT THE OWNER/DEVELOPER MSY ENGINEERS, LLC WILL MAINTAIN DRAINAGE EASEMENTS NUMBER 1 THROUGH 5 AS SHOWN ON THIS PLAN.

WITNESS MY HAND IN JEFFERSON COUNTY, TEXAS THIS 30th DAY OF February, 2014.

MSY PROPERTIES, LLC
(MARK S. KERNON, PRESIDENT)

STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MSY PROPERTIES, LLC (MARK S. KERNON, PRESIDENT), KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND WHOSE NAME HE HAS EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN SET FORTH AND IN THE CAPACITY HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 30th DAY OF February, 2014.



NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES 6/16/2021 (DATE)

STATE OF TEXAS
COUNTY OF JEFFERSON

APPROVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS ON THE 10th DAY OF February, 2014, AND ORDERING THE FILING FOR RECORD OF THIS PLAN. JEFFERSON COUNTY ASSUMES NO OBLIGATIONS FOR THE MAINTENANCE OF STREETS, ROADS, DRAINAGE OR ANY OTHER IMPROVEMENTS.

COMMISSIONER PRECINCT NO. 1
JEFFERSON COUNTY, TEXAS

COMMISSIONER PRECINCT NO. 2
JEFFERSON COUNTY, TEXAS

COMMISSIONER PRECINCT NO. 3
JEFFERSON COUNTY, TEXAS

COMMISSIONER PRECINCT NO. 4
JEFFERSON COUNTY, TEXAS

COUNTY JUDGE
JEFFERSON COUNTY, TEXAS

Commissioner of County Director of Engineering

I, DONN RAD, DIRECTOR OF ENGINEERING OF JEFFERSON COUNTY, DO HEREBY CERTIFY THAT THE PLAN OF THIS SUBDIVISION COMPLES WITH ALL EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY COMMISSIONER'S COURT OF JEFFERSON COUNTY, TEXAS

DIRECTOR OF ENGINEERING

Certificate of Recording, to wit:

STATE OF TEXAS
COUNTY OF JEFFERSON

HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DAY OF February, 2014, AT O'CLOCK P.M., AND DULY RECORDED ON THE RECORDS OF JEFFERSON COUNTY, TEXAS, IN BOOK PAGE

COUNTY CLERK, JEFFERSON COUNTY, TEXAS

Certification of Surveyor

I, ANTHONY M. LEGER, A TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF JEFFERSON COUNTY.

ANTHONY M. LEGER
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5461

SUBSCRIBED AND SIGNED TO BEFORE ME BY ANTHONY M. LEGER, AND GIVEN UNDER MY HAND AND SEAL, OF OFFICE THIS 30th DAY OF February, 2014.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STACY GARZA
Notary Public in and for the State of Texas
My Commission Expires 6/16/2021

FINAL PLAN

OF

MID-COUNTY INDUSTRIAL PARK PHASE I

10.32 ACRES OF LAND

PART OF THE WM. CARROLL SURVEY, ABSTRACT NO. 13

& THE T&N.O.R.R. SURVEY NO.1, ABSTRACT NO 257

JEFFERSON COUNTY, TEXAS

- 1. THE DUMP TRUCK TRAFFIC TO AND FROM THE PROPOSED DIRT PIT, LOCATED NORTH OF THE DRAINAGE EASEMENT NO. 1, SHALL BE LIMITED TO THE DRAINAGE EASEMENT NO. 1.
- 2. A ONE YEAR WARRANTY FROM THE OWNER OF THE MID-COUNTY INDUSTRIAL PARK PHASE I IS PROVIDED TO THE COUNTY, SAID WARRANTY TO BEGIN UPON THE DATE OF CLOSURE OF THIS CERTIFICATION BY A REGISTERED PROFESSIONAL ENGINEER, LICENSED TO PRACTICE IN THE STATE OF TEXAS, THAT THE ROADS WERE GENERALLY CONSTRUCTED TO PRACTICE IN THE STATE OF TEXAS, AND FOUND TO BE ACCEPTABLE.
- 3. THE OWNER SHALL PROVIDE MAINTENANCE FOR MACHINE DRIVE, AND THAT PORTION OF THE DRAINAGE EASEMENT NO. 1, AND MACHINE DRIVE UNTIL SUCH TIME AS IT IS ACCEPTED INTO THE COUNTY MAINTENANCE.
- 4. THE DEVELOPER IS RESPONSIBLE FOR ALL STREET SIGNAGE.

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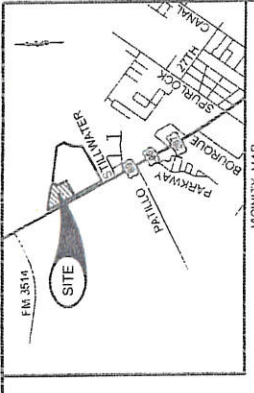
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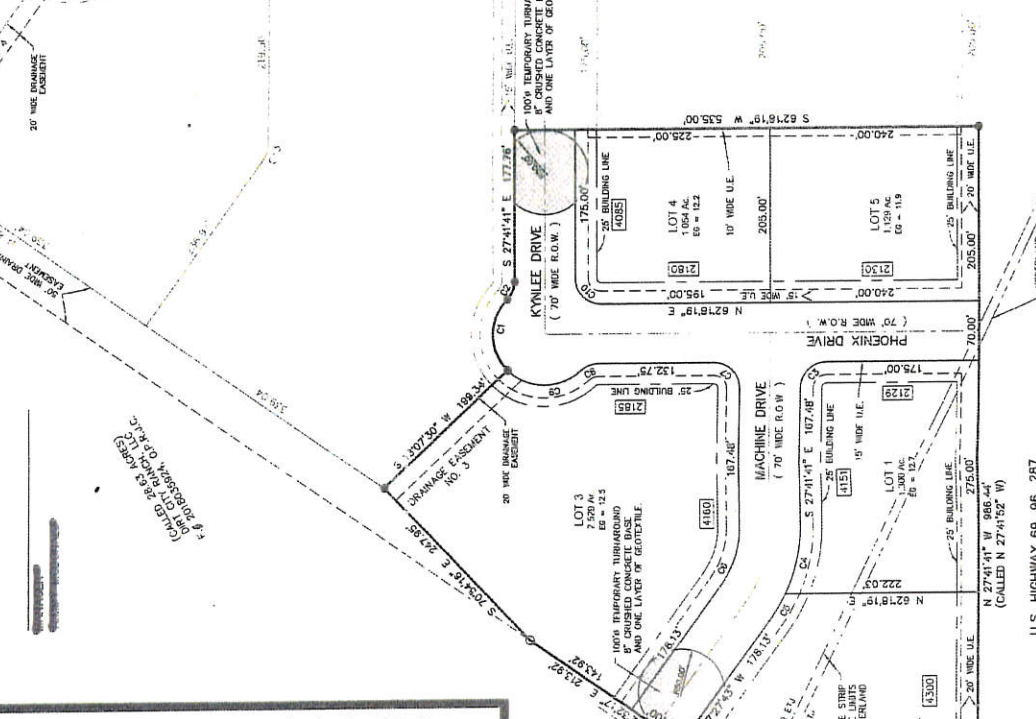
THE DEVELOPER IS RESPONSIBLE FOR ALL STREET SIGNAGE.



Job information and contact details for SOUTEX SURVEYORS & ENGINEERS, including address, phone, and website.

Final plan title and survey information.

Legal notes and conditions regarding the subdivision.



Curve tables and other technical data for the subdivision.

Pepe Dominguez

From: Pepe Dominguez <peped@co.jefferson.tx.us>
Sent: Friday, February 08, 2019 2:23 PM
To: 'Commissioner Arnold' (eddiarnold@co.jefferson.tx.us)
Cc: 'Commissioner Weaver' (bweaver@co.jefferson.tx.us); 'Commissioner Sinegal' (msinegal@co.jefferson.tx.us); 'Commissioner Alfred' (ealfred@co.jefferson.tx.us); Don Rao (drao@co.jefferson.tx.us); Steve Stafford [sstafford@co.jefferson.tx.us] (sstafford@co.jefferson.tx.us); 'Ronda Conlin' (rconlin@co.jefferson.tx.us); 'Jody Jannise' (jjannise@co.jefferson.tx.us); 'Judge Branick' (jbranick@co.jefferson.tx.us); Doug Canant <dscanant@dd6.org> (dscanant@dd6.org); rpls5163@aol.com; katrina.purcell@beaumonttexas.gov
Subject: Amended Plat of Lot 1 & Lot 2 David Choate League
Attachments: Amended Plat of Lot 1 & Lot 2 David Choate League _Bmt ETJ.pdf; Amended Plat of Lot 1 & Lot 2 David Choate League_Comm Ct.pdf

Commissioner Arnold,

Attached is a PDF of the Amended Plat of Lot 1 (0.2972 Acres) and Lot 2 (0.4852 Acres) out of and a part of a called 0.785 acres in the David Choate League Abstract No. 11, County Clerk File No. 2012018021209, OPRJCT, located off Reins Road in Precinct #1. This plat is in the Beaumont ETJ, it was reviewed by the City of Beaumont Planning & Zoning Commission and has met all of our platting requirements.

I will be placing this plat on the Agenda for Tuesday, February 19th, 2019.

If you have any questions please contact either Don or myself.

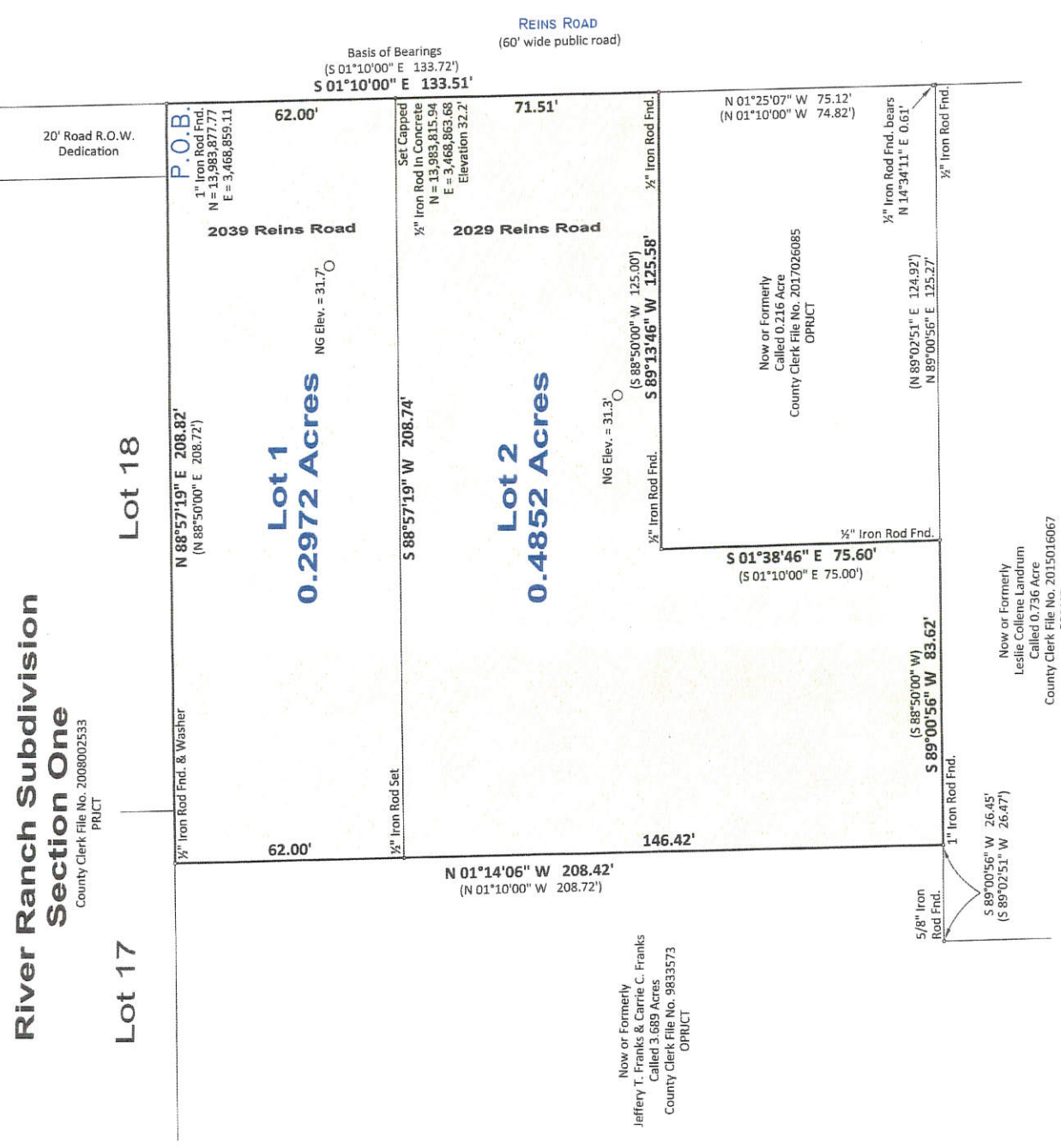
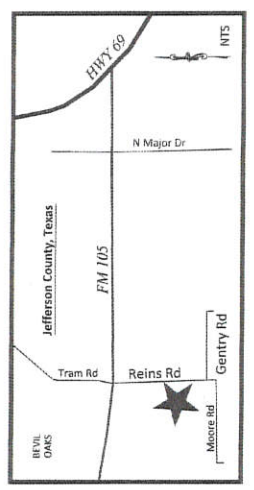
Pepe Dominguez

Pepe Dominguez
Jefferson County Engineering
1149 Pearl 5th Floor
Beaumont, TX 77701
Offc. 409 835-8584
Fax. 409 835-8718
email: peped@co.jefferson.tx.us

Amended Plat of
Lot 1 - 0.2972 Acres
Lot 2 - 0.4852 Acres
 out of and a part of a
 Called 0.785 Acres
 County Clerk File No. 2012018021209, OPRICT
 in the
David Choate League
Abstract No. 11
 Jefferson County, Texas

County Clerk File No. 2008002533
 OPRICT

River Ranch Subdivision
Section One
 County Clerk File No. 2008002533
 OPRICT



OWNERSHIP CERTIFICATE:
 STATE OF TEXAS
 COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS, that I, Jeff Franks, owner of 0.385 acres of land out of the David Choate League, Abstract No. 11, Jefferson County, Texas, as represented herein by plat dated June 13, 2012, and recorded in County Clerk's File No. 2012018021209, Jefferson County Official Public Records, O&PRICT, 0.785 acres of land out of the David Choate League, Abstract No. 11, Jefferson County, Texas, as represented herein by plat dated August 13, 2012, and recorded in County Clerk's File No. 2012018021209, Jefferson County Official Public Records, O&PRICT, 0.785 acres of land, subject to any and all easements or restrictions herein fore granted and do hereby declare to the public my streets and easements shown hereon.

WITNESS MY HAND, this 23rd day of January, A.D., 2014.

JEFF FRANKS, OWNER

STATE OF TEXAS
 COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, on this day personally appeared Jeff Franks, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23rd day of January, 2014.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

CARIE BIRD SIMS
 Notary Public
 My Comm. Expires 06/09/2020
 Notary ID: 129018233

SURVEYOR'S CERTIFICATE:
 I, CARIE BIRD SIMS, a Registered Professional Land Surveyor in the State of Texas, certify that this plat has been prepared from an actual, STANDARD LAND SURVEY ON THE GROUND, and that the same was found on SET AS NOTED, AND THAT THIS PLAT CORRECTLY REPRESENTS SAID SURVEY IN ALL RESPECTS IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF JEFFERSON COUNTY, TEXAS.

SUBSCRIBED AND SWORN TO BEFORE ME BY JOE A. MARTON, AND CARIE BIRD SIMS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5535

HAND AND SEAL OF OFFICE THIS 21st day of January, 2014.

JOE A. MARTON
 Notary Public
 My Comm. Expires 06/09/2020
 Notary ID: 129018233

CERTIFICATE OF APPROVAL BY THE CITY PLANNING AND ZONING COMMISSION:
 APPROVED THIS THE ____ DAY OF _____, 20____, BY THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF BEAUMONT, TEXAS.

PLANNING COMMISSION CHAIRMAN
 ATTEST: SECRETARY

DIRECTOR OF ENGINEERING

CERTIFICATE OF COUNTY APPROVAL, TO WIT:
 STATE OF TEXAS
 COUNTY OF JEFFERSON

Approved by the Commissioners Court of Jefferson County, Texas, on the ____ day of _____, A.D., 20____, authorizing the filing for record of this plat. Jefferson County assumes no obligations for the maintenance of streets, roads, drainage or any other improvements.

COMMISSIONER, DISTRICT NO. 1
 JEFFERSON COUNTY, TEXAS

COMMISSIONER, DISTRICT NO. 2
 JEFFERSON COUNTY, TEXAS

COMMISSIONER, DISTRICT NO. 3
 JEFFERSON COUNTY, TEXAS

COMMISSIONER, DISTRICT NO. 4
 JEFFERSON COUNTY, TEXAS

COUNTY CLERK
 JEFFERSON COUNTY, TEXAS

DEVELOPMENT REGULATIONS NOTES:
 NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL JEFFERSON COUNTY DEVELOPMENT REQUIREMENTS HAVE BEEN MET.

MUNICIPAL/ETI NOTE:
 A PORTION OF THIS SUBDIVISION LIES WITHIN THE AREA OF EXTRA TERRITORIAL JURISDICTION OF THE CITY OF BEAUMONT.

SCHOOL DISTRICT NOTE:
 THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE HARRIS/JEFFERSON SCHOOL DISTRICT.

UTILITY NOTES:
 RECEIVING UTILITY SERVICE WILL BE PROVIDED BY: ENTERTAINMENT TEXAS, INC.
 TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY: AT&T TEXAS, INC.
 GAS UTILITY SERVICE WILL BE PROVIDED BY: TEXAS GAS SERVICE COMPANY, INC.
 WATER UTILITY SERVICE WILL BE PROVIDED BY: JEFFERSON COUNTY WATER DISTRICT.
 CABLE UTILITY SERVICE WILL BE PROVIDED BY: JEFFERSON COUNTY WATER DISTRICT.

SEWAGE DISPOSAL NOTE:
 ALL STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM, OR ENGINEERED BARRIERS COLLECTION SYSTEM.

INDIVIDUAL WATER SUPPLY NOTE:
 NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY, STATE-APPROVED COMMUNITY WATER SYSTEM, OR ENGINEERED BARRIERS COLLECTION SYSTEM.

WATER SUPPLY NOTES:
 MESSENGER MUNICIPAL WATER DISTRICT, AN APPROVED PUBLIC WATER SUPPLY SYSTEM, HAS ADEQUATE QUANTITY TO SUPPLY THE SUBDIVISION AND PROVISIONS HAVE BEEN MADE TO PROVIDE SERVICE TO EACH LOT IN ACCORDANCE WITH THE POLICIES OF THE WATER SUPPLY SYSTEM.

PIPELINE EASEMENT NOTE:
 MESSENGER MUNICIPAL WATER DISTRICT, REPRESENTATIVE

DRAINAGE EASEMENT NOTE:
 ALL VISIBLE PIPELINE EASEMENTS WITHIN THE LIMITS OF THE SUBDIVISION HAVE BEEN SHOWN.

BENCHMARK NOTE:
 ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTION TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITIES.

BENCHMARK NOTE:
 BEAUMONT: 2008002533
 BEAUMONT: 2012018021209

Required Clear Space for an On-Site Sewage Facility (OSSF)

Type of Facility	Usage Rate - Gallons per Day (with water saving devices)	Required Clear Area for OSSF (in square feet)	Required Clear Area for OSSF (in square feet)
Single family Dwelling (1 or 2 bedrooms) < 1500 sq. ft.	225	6428	380
Single family Dwelling (3 bedrooms) < 2500 sq. ft.	300	8571	260
Single family Dwelling (4 bedrooms) < 3500 sq. ft.	375	10714	300
Single family Dwelling (5 bedrooms) < 4500 sq. ft.	450	12857	380
Single family Dwelling (6 bedrooms) < 5500 sq. ft.	525	15000	420

Note: SAMPLE - consult the TCEQ regulations for proper sizes.

Surveyor's Notes:
 (1) This survey was completed without the benefit of a title commitment, and no easements or encumbrances, whether of record or not, were researched at the time of this survey as shown hereon.
 (2) No underground utilities or other improvements were located or shown as a part of this survey.
 (3) The subdivision lies within the Planning Area of the City of Beaumont. As such, Jefferson County construction regulations & standards apply.

FEMA FLOOD PLAIN NOTE:
 Platted parcels of this subdivision lies within the boundaries of Flood Zone X as delineated on the FEMA Flood Insurance Rate Map of Jefferson County, Community Panel # 4933850110C, dated August 6, 2002. FEMA Flood Zone X is described by FEMA as an area determined to be outside 500 year floodplain.

STATE OF TEXAS
 COUNTY OF JEFFERSON

I, _____, County Clerk of Jefferson County, Texas, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on this ____ day of _____, 20____, at _____ o'clock _____ m., in the files of records of Jefferson County, Texas, in file No. _____.

COUNTY CLERK, JEFFERSON COUNTY, TEXAS

Firm No. 10136400
Access Surveyors
 Commercial - Industrial - Residential
 11025 Old Voth Road - Beaumont, Texas 77713
 Telephone (409) 838-6322 Facsimile 838-5122
 www.access-surveyors.com 5 pms163@aol.com
 File No. 2012018021209



JEFFERSON COUNTY SHERIFF'S OFFICE

SHERIFF ZENA STEPHENS

MEMORANDUM

DATE: February 5, 2019

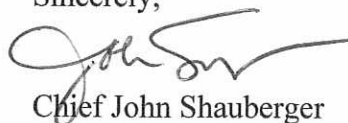
TO: Honorable Judge Jeff Branick
Commissioner Eddie Arnold
Commissioner Brent Weaver
Commissioner Michael Sinegal
Commissioner Everette "Bo" Alfred

FROM: Chief John Shauberger

RE: US Marshals modification to inter-governmental agreement

Please consider and possibly approve U.S. Department of Justice, United States Marshal Service modification no. 11 to the current inter-governmental agreement 78-01-0077. The purpose of this agreement is to incorporate the new wage determination effective 12/26/2018.


Sincerely,



Chief John Shauberger

**U. S. Department of Justice
United States Marshals Service**

Modification of Intergovernmental Agreement

1. Agreement No. 78-01-0077	2. Effective Date 2-1-2019	3. Facility Code(s) 6DH	4. Modification No. 11	5. DUNS No. 010807-535
6. Issuing Federal Agency United States Marshals Service Prisoner Operations Division Intergovernmental Agreements Branch CG-3, Suite 3000 Washington, DC 20530-0001		7. Local Government Jefferson County Jail 1001 Pearl Street Beaumont, Texas 77701		
8. Appropriation Data 15X1020	9. <i>Per-Diem</i> Rate \$82.70	10. Guard/Transportation Hourly Rate \$20.37		
<p>11. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 1, REMAIN UNCHANGED.</p> <p>The purpose of this modification is to incorporate Department of Labor Wage Determination 2015-5217 Revision 10, dated 12/26/2018 into the current Intergovernmental Agreement. This wage determination covers the period of 2/1/2019 – 1/31/2020.</p> <p>In accordance with FAR PART 52.222.43 (f), Jefferson County Correctional Facility must notify the contracting officer of any increase or decrease in applicable wages and fringe benefits claimed under this clause within 30 days after receiving a new wage determination, unless the notification period is extended in writing by the contracting officer. The county shall promptly notify the contracting officer of any decrease under this clause, but nothing in this clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract) claimed and any relevant supporting data that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date."</p> <p>NO OTHER TERMS OR CONDITIONS, TO INCLUDE PRICE, ARE AFFECTED BY THIS CHANGE</p>				
12. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:				
A. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT		B. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ALL COPIES TO U. S. MARSHAL		
13. APPROVALS				
A. LOCAL GOVERNMENT _____ <i>Signature</i> _____ TITLE DATE		B. FEDERAL GOVERNMENT  _____ <i>Signature</i> Grants Specialist _____ TITLE DATE 1/23/2019		

WD 15-5217 (Rev.-10) was first posted on www.wdol.gov on 01/01/2019

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION WASHINGTON D.C. 20210

Daniel W. Simms	Division of		Wage Determination No.: 2015-5217
Director	Wage Determinations		Revision No.: 10
			Date Of Revision: 12/26/2018

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Texas

Area: Texas Counties of Hardin, Jefferson, Orange

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.78
01012 - Accounting Clerk II		16.60
01013 - Accounting Clerk III		24.22
01020 - Administrative Assistant		23.98
01035 - Court Reporter		27.82
01041 - Customer Service Representative I		10.50
01042 - Customer Service Representative II		11.82
01043 - Customer Service Representative III		12.89
01051 - Data Entry Operator I		12.25
01052 - Data Entry Operator II		14.86
01060 - Dispatcher, Motor Vehicle		19.43
01070 - Document Preparation Clerk		13.51
01090 - Duplicating Machine Operator		13.51
01111 - General Clerk I		12.55
01112 - General Clerk II		14.23
01113 - General Clerk III		15.37
01120 - Housing Referral Assistant		18.73
01141 - Messenger Courier		12.24
01191 - Order Clerk I		14.93
01192 - Order Clerk II		16.29
01261 - Personnel Assistant (Employment) I		14.69
01262 - Personnel Assistant (Employment) II		17.18
01263 - Personnel Assistant (Employment) III		20.01
01270 - Production Control Clerk		25.74
01290 - Rental Clerk		12.45
01300 - Scheduler, Maintenance		15.01
01311 - Secretary I		15.01
01312 - Secretary II		16.79
01313 - Secretary III		18.73
01320 - Service Order Dispatcher		16.68

01410 - Supply Technician	23.98
01420 - Survey Worker	14.73
01460 - Switchboard Operator/Receptionist	11.52
01531 - Travel Clerk I	14.00
01532 - Travel Clerk II	15.12
01533 - Travel Clerk III	16.16
01611 - Word Processor I	13.37
01612 - Word Processor II	15.01
01613 - Word Processor III	18.63
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.83
05010 - Automotive Electrician	21.80
05040 - Automotive Glass Installer	20.84
05070 - Automotive Worker	20.84
05110 - Mobile Equipment Servicer	17.59
05130 - Motor Equipment Metal Mechanic	22.83
05160 - Motor Equipment Metal Worker	20.84
05190 - Motor Vehicle Mechanic	22.71
05220 - Motor Vehicle Mechanic Helper	16.86
05250 - Motor Vehicle Upholstery Worker	20.51
05280 - Motor Vehicle Wrecker	20.84
05310 - Painter, Automotive	21.60
05340 - Radiator Repair Specialist	20.84
05370 - Tire Repairer	16.09
05400 - Transmission Repair Specialist	22.83
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.26
07041 - Cook I	9.95
07042 - Cook II	11.64
07070 - Dishwasher	9.01
07130 - Food Service Worker	9.85
07210 - Meat Cutter	14.45
07260 - Waiter/Waitress	9.02
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.25
09040 - Furniture Handler	13.33
09080 - Furniture Refinisher	19.25
09090 - Furniture Refinisher Helper	15.67
09110 - Furniture Repairer, Minor	17.48
09130 - Upholsterer	19.25
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.25
11060 - Elevator Operator	10.25
11090 - Gardener	15.66
11122 - Housekeeping Aide	10.55
11150 - Janitor	10.55
11210 - Laborer, Grounds Maintenance	11.54
11240 - Maid or Houseman	8.96
11260 - Pruner	10.28
11270 - Tractor Operator	14.24
11330 - Trail Maintenance Worker	11.54
11360 - Window Cleaner	11.84
12000 - Health Occupations	
12010 - Ambulance Driver	17.64
12011 - Breath Alcohol Technician	17.74
12012 - Certified Occupational Therapist Assistant	26.05
12015 - Certified Physical Therapist Assistant	31.67
12020 - Dental Assistant	16.83
12025 - Dental Hygienist	32.92
12030 - EKG Technician	26.27
12035 - Electroneurodiagnostic Technologist	26.27
12040 - Emergency Medical Technician	17.64

12071 - Licensed Practical Nurse I	15.86
12072 - Licensed Practical Nurse II	17.74
12073 - Licensed Practical Nurse III	19.78
12100 - Medical Assistant	14.86
12130 - Medical Laboratory Technician	20.46
12160 - Medical Record Clerk	13.34
12190 - Medical Record Technician	14.93
12195 - Medical Transcriptionist	15.86
12210 - Nuclear Medicine Technologist	38.98
12221 - Nursing Assistant I	10.98
12222 - Nursing Assistant II	12.35
12223 - Nursing Assistant III	13.47
12224 - Nursing Assistant IV	15.13
12235 - Optical Dispenser	15.35
12236 - Optical Technician	14.93
12250 - Pharmacy Technician	16.60
12280 - Phlebotomist	14.51
12305 - Radiologic Technologist	23.64
12311 - Registered Nurse I	22.33
12312 - Registered Nurse II	27.31
12313 - Registered Nurse II, Specialist	27.31
12314 - Registered Nurse III	33.04
12315 - Registered Nurse III, Anesthetist	33.04
12316 - Registered Nurse IV	39.61
12317 - Scheduler (Drug and Alcohol Testing)	21.98
12320 - Substance Abuse Treatment Counselor	16.66
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.41
13012 - Exhibits Specialist II	24.06
13013 - Exhibits Specialist III	28.56
13041 - Illustrator I	20.41
13042 - Illustrator II	24.06
13043 - Illustrator III	28.56
13047 - Librarian	25.85
13050 - Library Aide/Clerk	11.04
13054 - Library Information Technology Systems Administrator	23.34
13058 - Library Technician	14.44
13061 - Media Specialist I	16.85
13062 - Media Specialist II	18.85
13063 - Media Specialist III	21.00
13071 - Photographer I	16.85
13072 - Photographer II	18.85
13073 - Photographer III	23.34
13074 - Photographer IV	28.56
13075 - Photographer V	34.54
13090 - Technical Order Library Clerk	15.26
13110 - Video Teleconference Technician	16.85
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.48
14042 - Computer Operator II	18.07
14043 - Computer Operator III	22.78
14044 - Computer Operator IV	25.50
14045 - Computer Operator V	28.31
14071 - Computer Programmer I	(see 1) 22.16
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.48

14160 - Personal Computer Support Technician	25.50
14170 - System Support Specialist	26.99
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	31.22
15020 - Aircrew Training Devices Instructor (Rated)	37.78
15030 - Air Crew Training Devices Instructor (Pilot)	44.48
15050 - Computer Based Training Specialist / Instructor	31.22
15060 - Educational Technologist	32.76
15070 - Flight Instructor (Pilot)	44.48
15080 - Graphic Artist	19.41
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	45.29
15086 - Maintenance Test Pilot, Rotary Wing	45.29
15088 - Non-Maintenance Test/Co-Pilot	45.29
15090 - Technical Instructor	25.41
15095 - Technical Instructor/Course Developer	31.08
15110 - Test Proctor	20.51
15120 - Tutor	20.51
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.12
16030 - Counter Attendant	10.12
16040 - Dry Cleaner	12.99
16070 - Finisher, Flatwork, Machine	10.12
16090 - Presser, Hand	10.12
16110 - Presser, Machine, Drycleaning	10.12
16130 - Presser, Machine, Shirts	10.12
16160 - Presser, Machine, Wearing Apparel, Laundry	10.12
16190 - Sewing Machine Operator	13.73
16220 - Tailor	14.78
16250 - Washer, Machine	11.09
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	26.20
19040 - Tool And Die Maker	31.22
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.83
21030 - Material Coordinator	25.74
21040 - Material Expediter	25.74
21050 - Material Handling Laborer	13.58
21071 - Order Filler	11.41
21080 - Production Line Worker (Food Processing)	16.83
21110 - Shipping Packer	14.80
21130 - Shipping/Receiving Clerk	14.80
21140 - Store Worker I	12.02
21150 - Stock Clerk	17.25
21210 - Tools And Parts Attendant	16.83
21410 - Warehouse Specialist	16.83
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	28.74
23019 - Aircraft Logs and Records Technician	22.63
23021 - Aircraft Mechanic I	27.55
23022 - Aircraft Mechanic II	28.74
23023 - Aircraft Mechanic III	29.96
23040 - Aircraft Mechanic Helper	18.94
23050 - Aircraft, Painter	26.20
23060 - Aircraft Servicer	22.63
23070 - Aircraft Survival Flight Equipment Technician	26.20
23080 - Aircraft Worker	24.36
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	24.36
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	27.55
23110 - Appliance Mechanic	26.20
23120 - Bicycle Repairer	20.83

23125 - Cable Splicer	29.52
23130 - Carpenter, Maintenance	23.36
23140 - Carpet Layer	24.36
23160 - Electrician, Maintenance	26.51
23181 - Electronics Technician Maintenance I	27.81
23182 - Electronics Technician Maintenance II	30.93
23183 - Electronics Technician Maintenance III	32.52
23260 - Fabric Worker	22.63
23290 - Fire Alarm System Mechanic	22.18
23310 - Fire Extinguisher Repairer	20.83
23311 - Fuel Distribution System Mechanic	29.52
23312 - Fuel Distribution System Operator	23.78
23370 - General Maintenance Worker	18.40
23380 - Ground Support Equipment Mechanic	27.55
23381 - Ground Support Equipment Servicer	22.63
23382 - Ground Support Equipment Worker	24.36
23391 - Gunsmith I	20.83
23392 - Gunsmith II	24.36
23393 - Gunsmith III	27.55
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.15
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	24.15
23430 - Heavy Equipment Mechanic	23.64
23440 - Heavy Equipment Operator	24.05
23460 - Instrument Mechanic	27.55
23465 - Laboratory/Shelter Mechanic	26.20
23470 - Laborer	13.58
23510 - Locksmith	26.20
23530 - Machinery Maintenance Mechanic	30.02
23550 - Machinist, Maintenance	26.58
23580 - Maintenance Trades Helper	15.06
23591 - Metrology Technician I	27.55
23592 - Metrology Technician II	28.74
23593 - Metrology Technician III	29.96
23640 - Millwright	24.90
23710 - Office Appliance Repairer	19.25
23760 - Painter, Maintenance	19.25
23790 - Pipefitter, Maintenance	27.78
23810 - Plumber, Maintenance	26.42
23820 - Pneudraulic Systems Mechanic	27.55
23850 - Rigger	28.67
23870 - Scale Mechanic	24.36
23890 - Sheet-Metal Worker, Maintenance	25.64
23910 - Small Engine Mechanic	18.40
23931 - Telecommunications Mechanic I	28.36
23932 - Telecommunications Mechanic II	29.59
23950 - Telephone Lineman	30.64
23960 - Welder, Combination, Maintenance	24.97
23965 - Well Driller	24.40
23970 - Woodcraft Worker	27.55
23980 - Woodworker	20.83
24000 - Personal Needs Occupations	
24550 - Case Manager	14.81
24570 - Child Care Attendant	10.35
24580 - Child Care Center Clerk	12.93
24610 - Chore Aide	8.95
24620 - Family Readiness And Support Services Coordinator	14.81
24630 - Homemaker	15.33
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.67

25040 - Sewage Plant Operator	19.38
25070 - Stationary Engineer	24.67
25190 - Ventilation Equipment Tender	17.24
25210 - Water Treatment Plant Operator	19.25
27000 - Protective Service Occupations	
27004 - Alarm Monitor	18.88
27007 - Baggage Inspector	11.82
27008 - Corrections Officer	21.05
27010 - Court Security Officer	25.10
27030 - Detection Dog Handler	13.94
27040 - Detention Officer	21.05
27070 - Firefighter	29.15
27101 - Guard I	11.82
27102 - Guard II	13.94
27131 - Police Officer I	27.63
27132 - Police Officer II	30.70
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.25
28042 - Carnival Equipment Repairer	13.48
28043 - Carnival Worker	8.88
28210 - Gate Attendant/Gate Tender	15.40
28310 - Lifeguard	11.75
28350 - Park Attendant (Aide)	17.85
28510 - Recreation Aide/Health Facility Attendant	13.43
28515 - Recreation Specialist	20.21
28630 - Sports Official	15.14
28690 - Swimming Pool Operator	16.40
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	24.74
29020 - Hatch Tender	24.74
29030 - Line Handler	24.74
29041 - Stevedore I	22.98
29042 - Stevedore II	26.60
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.15
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.30
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.97
30021 - Archeological Technician I	20.65
30022 - Archeological Technician II	23.11
30023 - Archeological Technician III	28.62
30030 - Cartographic Technician	28.62
30040 - Civil Engineering Technician	24.06
30051 - Cryogenic Technician I	31.70
30052 - Cryogenic Technician II	35.01
30061 - Drafter/CAD Operator I	20.65
30062 - Drafter/CAD Operator II	23.11
30063 - Drafter/CAD Operator III	25.76
30064 - Drafter/CAD Operator IV	31.70
30081 - Engineering Technician I	16.06
30082 - Engineering Technician II	18.03
30083 - Engineering Technician III	20.60
30084 - Engineering Technician IV	25.52
30085 - Engineering Technician V	30.94
30086 - Engineering Technician VI	36.98
30090 - Environmental Technician	28.16
30095 - Evidence Control Specialist	28.62
30210 - Laboratory Technician	32.37
30221 - Latent Fingerprint Technician I	31.70
30222 - Latent Fingerprint Technician II	35.01
30240 - Mathematical Technician	28.62
30361 - Paralegal/Legal Assistant I	18.50
30362 - Paralegal/Legal Assistant II	22.92

30363 - Paralegal/Legal Assistant III	28.04
30364 - Paralegal/Legal Assistant IV	33.93
30375 - Petroleum Supply Specialist	35.01
30390 - Photo-Optics Technician	28.62
30395 - Radiation Control Technician	35.01
30461 - Technical Writer I	28.62
30462 - Technical Writer II	35.01
30463 - Technical Writer III	42.36
30491 - Unexploded Ordnance (UXO) Technician I	24.24
30492 - Unexploded Ordnance (UXO) Technician II	29.33
30493 - Unexploded Ordnance (UXO) Technician III	35.16
30494 - Unexploded (UXO) Safety Escort	24.54
30495 - Unexploded (UXO) Sweep Personnel	24.54
30501 - Weather Forecaster I	31.70
30502 - Weather Forecaster II	38.56
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 25.76
30621 - Weather Observer, Senior	(see 2) 28.62
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.33
31020 - Bus Aide	11.71
31030 - Bus Driver	17.26
31043 - Driver Courier	11.28
31260 - Parking and Lot Attendant	11.20
31290 - Shuttle Bus Driver	12.41
31310 - Taxi Driver	11.29
31361 - Truckdriver, Light	12.41
31362 - Truckdriver, Medium	13.48
31363 - Truckdriver, Heavy	19.94
31364 - Truckdriver, Tractor-Trailer	19.94
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.30
99030 - Cashier	9.33
99050 - Desk Clerk	9.66
99095 - Embalmer	27.04
99130 - Flight Follower	24.24
99251 - Laboratory Animal Caretaker I	14.72
99252 - Laboratory Animal Caretaker II	16.19
99260 - Marketing Analyst	29.96
99310 - Mortician	27.04
99410 - Pest Controller	17.63
99510 - Photofinishing Worker	12.74
99710 - Recycling Laborer	19.42
99711 - Recycling Specialist	23.97
99730 - Refuse Collector	17.31
99810 - Sales Clerk	11.19
99820 - School Crossing Guard	9.92
99830 - Survey Party Chief	24.60
99831 - Surveying Aide	14.00
99832 - Surveying Technician	18.36
99840 - Vending Machine Attendant	14.31
99841 - Vending Machine Repairer	18.08
99842 - Vending Machine Repairer Helper	14.31

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees

with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.48 per hour or \$179.20 per week or \$776.53 per month

HEALTH & WELFARE EO 13706: \$4.18 per hour, or \$167.20 per week, or \$724.53 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 20 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do

not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).



U.S. Department of Justice

Office of Justice Programs

National Institute of Justice

Washington, D.C. 20531

NIJ Advisory Notice #10-2018

EFFECTIVE DATE: December 21, 2018

SUBJECT: Hesco Armor, Inc. model – 4400

The National Institute of Justice (NIJ) hereby advises that Hesco Armor, Inc. model 4400 has been suspended from the NIJ Compliant Products List. Following the completion of an ongoing evaluation, the compliance status of this model will be reassessed.

Law enforcement and corrections officers currently wearing this model of armor are encouraged to continue wearing it during this suspension period.

For further information, contact:

Justice Technology Information Center
700 N. Frederick Ave.
Bldg. 181, Room 1L30
Gaithersburg, MD 20879
(800) 248-2742/(301) 240-7700
Email: bactp@justnet.org

Supplementary information

Information about NIJ Standard 0101.06 *Ballistic Resistance of Personal Body Armor* can be found at <http://www.justnet.org/CTP> and [Police Armor webpage](#). NIJ's research and testing reports in response to the Attorney General's Body Armor Safety Initiative can be found at [OJP BVP website](#).



Resolution

STATE OF TEXAS

§
§
§

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 19th day of February, 2019, on motion made by Brent Weaver, Commissioner of Precinct No. 2, and seconded by Eddie Arnold, Commissioner of Precinct No. 1, the following Resolution was adopted:

WHEREAS, the Jefferson County Commissioners' Court finds it is in the best interest of the citizens of Jefferson County that the District Attorney's Office Special Crimes Unit be operated for the Fiscal Year 2019-2020; and,

WHEREAS, the proposed grant, "Preventing, Investigating, and Prosecuting the Commercial Sexual Exploitation of Children," requires no matching funds for said project; and,

WHEREAS, Jefferson County Commissioners' Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Jefferson County Commissioners' Court assures that the funds will be returned to the Criminal Justice Division in full; and,

WHEREAS, Jefferson County Commissioners' Court designates the County Judge as the grantee's authorized official: the authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the Commissioners' Court of Jefferson County, Texas, does hereby approve submission of the grant application for the District Attorney's Office Special Crimes Unit to the Office of the Governor, Criminal Justice Division.

SIGNED this 19th day of February, 2019.

JUDGE JEFF BRANICK
County Judge



COMMISSIONER EDDIE ARNOLD
Precinct No. 1

ABSENT

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT WEAVER
Precinct No. 2

ABSENT

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Special, February 19, 2019

There being no further business to come before the Court at this time,
same is now here adjourned on this date, February 19, 2019