



REQUEST FOR BID

BID Number: 16-021MM-AM

Asbestos and Environmental Abatement

November 25, 2015

ALBUQUERQUE PUBLIC SCHOOLS

MAINTENANCE AND OPERATIONS

**OFFSITE PROCUREMENT OFFICE
LINCOLN COMPLEX, BLDG. A, FIRST FLOOR, ROOM 7
915 LOCUST ST. SE
ALBUQUERQUE, NM 87106**

Asbestos and Environmental Abatement

BID TABLE OF CONTENTS

I. OVERVIEW OF BID

- A. Purpose of this Request for Bid
- B. Background - Albuquerque Public Schools
- C. Project Description
- D. Project Funding
- E. Pre-Bid Meeting
- F. Bid Security
- G. Subcontractor Listing Forms
- H. New Mexico Prevailing Wage Rates
- I. Plan Checking Fees, Permits, Other Charges
- J. APS Behavioral Policies Apply to Contractor's Personnel
- K. Method of Award

II. CONDITIONS GOVERNING THE PROCUREMENT

A. Sequence of Selection Process Events

B. Explanation of Selection Process Events

- 1. Issue Bid
- 2. Pre-Bid Conference
- 3. Submission of Written Questions
- 4. Last Addendum Prior to Submission of Bid
- 5. Submission of Bid
- 6. Notice of Award

C. Standard Conditions Governing the Procurement

- 1. Protests
- 2. Incurring Cost
- 3. Third-Party or Subcontracting GC Contract Requirements
- 4. Amendments or Modifications to a Response by Bidder
- 5. Bidder's Rights to Withdraw Bid
- 6. Disclosure of Bid Contents
- 7. Confidential Data
- 8. Termination of Bid
- 9. Sufficient Appropriation
- 10. Right to Waive Technical Irregularities
- 11. Potential Civil and Criminal Penalties
- 12. Release of Information
- 13. Clarifications from Offerors
- 14. Licensing Requirements
- 15. Subcontractors
- 16. Non-conforming Bids

D. Definitions and Terminology

Asbestos and Environmental Abatement

III. CONTRACTUAL AGREEMENT AND BONDS

1. Performance & Labor and Materials Payment Bonds
2. Time of Delivery and Form of Bonds
3. Subcontractor Bonding

IV. PROPOSAL RESPONSE FORMAT AND ORGANIZATION

A. Submission of Bid

Item 1 Bidder Information Form:

- NM State License Number & Classifications
- Resident Contractor (or Veteran Resident Contractor) Preference Certificate Number
- NM DOL (Workforce Solutions) Certificate Number
- Contractor's New Mexico Gross Receipts Tax Number
- Contractor's Federal Employee Identification Number
- Acknowledgment of Receipt of Addenda (If applicable)
- Pricing Form
- Signature and Corporate Seal (if applicable)

- Item 2 Bid Security (Bond or Cash), Agent's Affidavit
- Item 3 Notarized Declaration Letter from Surety
- Item 4 Certificate of Insurance
- Item 5 Resident Contractor (or Veteran Resident Contractor) Preference Certificate
- Item 6 Campaign Contribution Disclosure Form
- Item 7 Conflict of Interest and Debarment/Suspension Certification Form
- Item 8 Contractor's State of NM W-9 Form
- Item 9 Bidder's Contractor's License(s)
- Item 10 Bid Pricing
- Item 11 Product Submittals

B. Pricing – Detailed Requirements

- Item 1 Price Form
- Item 2 Bid Security (Bond or Cash), Agent's Affidavit
- Item 3 Notarized Declaration Letter from Surety
- Item 4 Certificate of Insurance
- Item 5 Resident Contractor (or Veteran Resident Contractor) Preference Certificate
- Item 6 Campaign Contribution Disclosure Form
- Item 7 Conflict of Interest and Debarment/Suspension Certification Form
- Item 8 Contractor's State of NM W-9 Form
- Item 9 Bidder's Contractor's License(s)

Asbestos and Environmental Abatement

Information for Bidders

1. Qualification of Bidder
2. Familiarity with Conditions
3. Records
4. Conditional Bids
5. Cancellation
6. Contract Modification
7. The Procurement Code
8. Terms and Conditions
9. Public Liability Insurance
10. Promotional Gifts and Activities
11. Registration

General Operating Conditions

1. Contract Time
2. Request(s) NOT Defined in Scope of Work
3. Response Time
4. Safety
5. Final Acceptance
6. Invoicing and Purchase Order Procedures
7. Jobsite Requirements Pertaining to Personnel
8. Employee Background Checks

Technical Specifications

General Requirements
Scope of Work
Description of Work
Applicable Standards and Guidelines
Submittal Notices
Site Security
Emergency Planning
Pre-Start Meeting

Materials and Equipment

Materials
Equipment
Substitutions

Asbestos and Environmental Abatement

Execution

- Preparation
- Worker Decontamination Enclosure Systems
- Work Place Entry and Exist Procedures
- Personnel Protection Requirements
- Removal Procedures
- Encapsulation Procedures
- Clean-up Procedure
- Clearance Air Monitoring
- Disposal Procedures
- Re-establishment of the Work Area

Support Activities and Personnel

- Training
- Medical Monitoring
- Asbestos Project Manager

Submittals

Pricing

- Plan A (Projects less than \$60,000, no wage decision necessary)
- Plan B (Projects over \$60,000, Wage decision required)

Appendix A

Appendix B

Bidder's Information Form

Asbestos and Environmental Abatement

I. OVERVIEW OF BID

A. PURPOSE OF THIS BID

Albuquerque Public Schools (APS) is requesting competitive sealed Bids in order to enter into a contract for Asbestos Abatement services on-demand. All potential Offerors are to read, understand and accept the requirements of this Bid, especially the **mandatory requirements**.

Intent: To establish rates for furnishing all labor, materials, and equipment to Provide Specified Asbestos Abatement Services, Upon Request, at various APS sites.

Award shall be made in accordance with the terms conditions, and requirements stated herein.

B. BACKGROUND – ALBUQUERQUE PUBLIC SCHOOLS

Albuquerque Public Schools (APS) is the nation’s 28th largest school district covering a 1200 square mile geographical area that encompasses all of the Albuquerque metro area in Bernalillo County and one location in Sandoval County, New Mexico. An elected board of seven members serving staggered terms of four years each governs the district. The Albuquerque school district maintains the largest collection of public buildings in the state with approximately 14 million square feet of traditional school buildings, portable classrooms and administrative offices. The district strives to keep pace with Albuquerque’s growth. The approximately 90,000 APS students plus 5000 charter school students and 13,000 employees require a continuous building program that includes remodeling or refurbishing projects, new additions and new schools.

C. PROJECT DESCRIPTION

Various asbestos abatement services on demand for projects not to exceed \$750,000.00

D. PROJECT FUNDING

Albuquerque Public Schools has funds to administer various projects. APS will be referred to throughout the contract documents as the “Owner”.

E. PRE-BID MEETING

Attendance at the pre-bid meeting is not mandatory, however will serve as a benefit to prospective bidders since a detailed question and answer scenario will be administered. The pre-bid meeting will be conducted at Lincoln Complex, Building A, First Floor Conference Room – 915 Locust Street SE, Albuquerque, NM 87106 on December 11, 2015, at 2:00 PM local time. All bidders who intend to submit a bid, are encouraged to attend this meeting. It is the contractor’s responsibility to arrive to the meeting on time.

F. BID SECURITY

Bidder shall provide bid security in the form of a surety bond executed by a surety company authorized to do business in the State of New Mexico in the amount of **5%** of \$1,000,000.00 (\$1,000,000.00 x.05% = \$50,000.00) , or the equivalent in cash by means of a cashier's check or in a form satisfactory to the Owner, must accompany each bid.

Asbestos and Environmental Abatement

The Bidder will provide, with the bid, a notarized declaration from a bonding company licensed to do business in the State of New Mexico confirming the Bidder's ability to obtain Performance; Labor, and Materials Payment Bond for projects which exceed \$125,000.00.

No Bidder may withdraw his bid for **45 days** after the actual date of the opening thereof.

G. SUBCONTRACTOR LISTING FORMS

This bid includes subcontractor listing requirements for those projects which exceed \$60,000.00.

H. NEW MEXICO PREVAILING WAGE RATES

Wages to be paid as a result of a contract awarded will be subject to the minimum wage rate determination by the State of New Mexico, which is applicable to those projects in excess of \$60,000.00. A wage decision will be solicited for those project(s) which meet the monetary threshold. It is the General Contractor's responsibility to be aware of the applicable State of New Mexico statutes and responsibilities related thereto. Failure by the Owner to physically make such minimum wage rate determinations available to the General Contractor will not relieve the General Contractor from becoming aware of or complying with such determinations.

I. PERMITS, PLAN CHECKING FEES, OTHER CHARGES

The Contractor shall supply all labor, materials, services, insurance, permits and equipment necessary to carry out the work in accordance with all applicable Federal, State and Local regulations and these specifications. The contractor will also be required to bring in a generator or have an electrician bring in pigtails to complete the work. APS reserves the right to have the Contractor supply and install all materials and labor for a complete working project. Further, APS may supply materials and have contractor install or APS may supply materials and install within the project. The Contractor **will** be required to obtain all necessary permits if the assigned project requires reinstallation. The project will be permitted and inspected by City or local authorities. Green tags shall be delivered to the project administrator to be kept on file.

J. APS BEHAVIORAL POLICIES APPLY TO CONTRACTOR'S PERSONNEL

All current behavioral policies of the APS Board of Education such as, but not limited to, "no smoking" and "no alcoholic beverages" on APS property, shall be deemed to be in force for the Contractor's work forces when they are on APS property, including the project work site.

K. METHOD OF AWARD:

The Owner intends to award this procurement to the lowest Bidder(s) in accordance with the bid requirements. Further, based on the district's needs, APS reserves the right to issue a multiple award. The Owner reserves the right to reject any and all bids, to waive technical irregularities, and to award the contract to the Bidder whose bid it deems to be in the best interest of the Owner.*

***NOTE: Please read all of the BID documents carefully for mandatory requirements.**

Asbestos and Environmental Abatement

II. CONDITIONS GOVERNING THE PROCUREMENT

This section lists the major events and specifies general requirements.

A. SEQUENCE OF SELECTION PROCESS EVENTS

	Event	Responsible Party	Date	Location
1.	Advertisement	APS Procurement	11/29/15	Public Advertisement
2.	BID Procurement will be Made Available to Potential Bidders on the procurement website: http://www.aps.edu/procurement)	APS Procurement	11/25/15	APS Procurement Website: http://www.aps.edu/procurement
3.	Pre-bid Conference (Only those who are in attendance will be eligible to submit a bid)	APS Procurement	12/11/15 2:00 PM	Lincoln Complex, Bldg. A, First Floor Conference Room, 915 Locust St. SE 87106
4.	Submission of Written Questions	Potential Bidders	1/6/16 before 2:00 PM deadline	Michael Madrid, CPPB Construction Buyer michael.madrid@aps.edu
5.	Release of Last Addendum Prior to Submission of Bids	APS Procurement	1/8/16	APS Procurement Website: http://www.aps.edu/procurement
6.	Submission of Bids – Bid Opening	Bidders	1/14/16 2:00 PM deadline	APS Offsite Procurement Office, Lincoln Complex, Bldg. A, Room 7, 1 ST Floor, 915 Locust St. SE
13.	APS Board Approval	APS	TBD	APS Board Meeting
14.	Notice of Award	APS	TBD	APS Offices

NOTICE: APS reserves the sole right, without incurring any liability, to change any aspect of the proposed procurement described above, including the right not to proceed with the procurement and/or the right to proceed in a different manner or on a different timeline than as described above.

B. EXPLANATION OF SELECTION PROCESS EVENTS

1. Issue Bid

This Bid is issued by the Albuquerque Public Schools in accordance with the provisions of NMSA 1978, and General Government Administration Procurement Code Regulations .

The Bid documents consist of all the documents listed in the Table of Contents and all documents incorporated in this Bid.

Asbestos and Environmental Abatement

2. Pre-Bid Conference

This meeting provides potential Bidders an opportunity to request clarification about the procurement process and discuss the intent of the bid. A representative from each interested prime contractor is required to attend.

3. Submission of Written Questions

This deadline for the submission of written is identified in the sequence of events schedule.

All questions, both those regarding the procurement process and those regarding technical construction issues, shall be submitted in writing to:

APS Procurement Contact:

**Michael Madrid CPPB, Construction Buyer
APS Offsite Procurement Office
Lincoln Complex, Building A, Room 7
915 Locust Street, SE
Albuquerque, NM 87106
Telephone: 505-848-8826
E-mail: michael.madrid@aps.edu**

4. Last Addendum Prior to Submission of Bids

This is the deadline by which an APS must issue all addenda for this procurement so that Bidders have time to finalize their bids. Refer to the schedule of events section for identification when the last addendum will be posted to the procurement website.

All addenda shall become part of the Bid and any information required shall be included in each Bidder's Bid.

5. Submission of Bids

a) Receipt of Bids:

Submittal of bids are due by 2:00 p.m., January 14, 2016. Clearly label each envelope or package with the Bid Number & name, Bidder's name, address and date of submittal.

Bidder shall deliver bids to:

**Albuquerque Public Schools (APS)
Offsite Procurement Office
Lincoln Complex, Building A, 1st Floor, Room 7
915 Locust Street SE
Albuquerque, NM 87106
ATTENTION: Michael Madrid CPPB, Construction Buyer
Telephone: 505-848-8826**

APS Procurement will time-stamp bids upon arrival at the Offsite Procurement Office and hold in a secure location. A public log will be kept of the names and submittal times of all

Asbestos and Environmental Abatement

bids. **Bids delivered after the deadline will be deemed non-responsive, and will be returned unopened to the Bidder.** It is solely the Bidder's responsibility to ensure that Bids arrive at the appointed date, time and location. Bids may be delivered early to avoid any possible delay of the submission.

Bids may be hand carried/delivered or shipped/mailed by common carrier, courier of US Postal Service. **No other method of delivery will be allowed. Telephone, telegraphic, facsimile offers will NOT be accepted.**

- b) Opening of Bids: Bids will be opened publicly after the submittal deadline. The location for the public opening will be at the Lincoln Complex, Building A, First Floor Conference Room. The APS Construction Buyer will be designated as the official to conduct the public reading of bid responses.

6. Notice of Award

APS Procurement shall prepare the Notice of Award and send it to the selected Bidder(s).

C. STANDARD CONDITIONS GOVERNING THE PROCUREMENT

This section contains guidelines under which this Bid is issued, and conditions concerning how the procurement will be administered.

1. Protests

In accordance with Section 13-1-172 NMSA 1978, any Bidder who is aggrieved in connection with a solicitation or the award of a contract may protest to the Procurement Director. The protest must be submitted in writing within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the protest. Protests must be submitted in written form to:

Rennette Apodaca CPPO, Executive Director, APS Procurement
6400 Uptown Blvd. NE, Suite 600 W
P.O. Box 25704
Albuquerque, NM 87110

The protest letter shall include the name and address of the protestant, the solicitation number, and a statement of the grounds for protest, including appropriate supporting exhibits.

2. Incurring Cost

Any cost incurred by the Bidder in preparation, transmittal of any bid or material submitted in response to this Bid shall be borne solely by the Bidder.

3. Third-Party or Subcontracting Contractor Contract Responsibilities

Direction of all work that may result from this procurement must be performed by the Bidder and payments will only be made to the Bidder. Use of subcontractors is allowed, however, reassignment of Contractor duties and responsibilities to a third party is not acceptable

4. Amendments or Modifications to a Bid by Bidder

A Bidder may submit an amended bid prior to the deadline for receipt of bids. Such an amended bid must be a complete replacement for a previously submitted bid and must be clearly identified as such in the transmittal letter. Owner personnel will not collate or assemble bid materials for the Bidder.

Asbestos and Environmental Abatement

5. Bidders Rights to Withdraw Bid

No Bidder may withdraw their bid for **45 days** after the actual date of the receipt thereof (Bid Due Date).

6. Disclosure of Bid Contents

Bid contents will be kept confidential until conclusion of successful bid awards. At that time, all bids will be open to the public, except for the material which has clearly been noted and determined by the APS Procurement to be proprietary or confidential as noted by the Bidder.

7. Confidential Data

Confidential data is normally restricted to confidential financial information concerning the Bidder's organization and data that qualifies as a trade secret under the Uniform Trade Secrets Act, Sections NMSA 1978 § 57-3A-7. Any pages of a bid on which the Bidder has stamped or imprinted "proprietary" or "confidential" must be readily separable from the bid in order to facilitate public inspection for the non-confidential portion.

8. Termination of Bid

This BID may be canceled at any time and any and all bids may be rejected in whole or in part when the Owner determines such action to be in the best interest of APS. The bid process may be terminated at any time if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the Bidder.

9. Sufficient Appropriation

Any contract awarded as a result of this bid process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The Owner's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

If the determination is made that there is insufficient funding to continue or finalize a project, the successful Bidder will be compensated to the level of effort performed, as authorized by the Owner prior to that determination.

10. Right to Waive Technical Irregularities

APS reserves the right to waive technical irregularities per 1.4.1.42 NMAC 2005, (see "Technical Irregularities" in Definitions and Terminology section below). APS also reserves the right to waive mandatory requirements provided that all of the otherwise responsive bids failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of APS.

11. Potential Civil and Criminal Penalties

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

12. Release of Information

Asbestos and Environmental Abatement

Only the Owner is authorized to release information covered by this bid. The Offerors must refer to the Owner any requests to release any information that pertains to the work or activities covered by any action or award related to this bid.

13. Clarifications from Bidders

The Construction Buyer, after review of the bids may request clarifications on information submitted by any and all Bidders in a written format, with a specified deadline for response.

14. Licensing Requirements

The Contractor and subcontractors shall comply with all licensing laws and regulations. The Contractor shall, as part of the bid, provide copies of all of the Contractor's valid licenses necessary to perform the work in the State of New Mexico. Copies of the subcontractors' licenses need be provided only if requested of the Owner.

15. Subcontractors

The Subcontractors Fair Practices Act, 13-4-31 et. seq. per NMAC 1.4.8.13, para. C applies to this procurement. Therefore, any request for substitution on the part of the Owner or the Bidder shall comply with this section.

16. Non-Conforming Bids

Bids will be reviewed, for completeness, format and compliance with the requirements of the procurement. Incomplete bids will be considered non-responsive and subject to rejection.

Bids that are qualified with conditional clauses, alterations, items not called for in the bid documents, or irregularities of any kind are subject to rejection by the Owner, at its option.

If any bid is deemed non-responsive by APS, the Bidder will be notified in writing of such determination.

DEFINITIONS AND TERMINOLOGY

This section contains definitions that are used throughout this Request for Bid, including appropriate abbreviations.

“Albuquerque Public Schools”: Board of Education, Albuquerque Municipal School District Number 12, Bernalillo and Sandoval Counties, New Mexico (also called “APS”).

“APS”: Board of Education, Albuquerque Municipal School District Number 12, Bernalillo and Sandoval Counties, New Mexico.

“Award of Contract” shall mean a formal written notice by the District that a firm has been selected to enter into negotiations for a contract for construction services.

“Contractor” means successful Bidder awarded the contract that holds a current State of New Mexico general contractor license.

“Contract” means an agreement between Albuquerque Public Schools and a New Mexico licensed contractor for the work covered by this RFP.

Asbestos and Environmental Abatement

“Contract Documents” means any one, or combination, of the following documents: Request for Bid, Addenda, Agreement Between the Owner and the General Contractor for General Conditions of the Contract, and the drawings and specifications.

“Design Professional” means architect or engineer.

“Determination” The written documentation of a decision made by the Evaluation Committee including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“Engineer” means a member of the project design team who is a New Mexico licensed engineer and is responsible for the engineering services.

“Firm” means the company or other business entity referenced under 1.4.8 NMAC for the purpose of identifying, individually or collectively: a general contractor, or a subcontractor, of any tier, whether basic trade subcontractor, subcontractor or other.

“General Provisions” - The terms **“can”**, **“may”**, **“should”**, **“preferably”**, or **“prefers”** identifies a desirable or discretionary item of the RFP. Failure to comply with such an item will not result in the rejection of the Bidder’s bid.

“Mandatory Requirements” - The terms **“must,” “shall,” “will,” “is required,”** or **“are required”** identify a mandatory requirement of this RFP. Failure to comply with such a mandatory factor may result in the rejection of the Bidder’s bid. Rejection of the bid will be subject to review by the Evaluation Committee.

“Bidder” is any person, corporation, or partnership who chooses to submit a bid in response to this bid, with the intent of providing construction services for this project.

“Owner”, as defined in the Agreement between the Owner and Contractor, shall be Albuquerque Public Schools.

“Pre-listed subcontractors” means the subcontractors, of any tier, that the Bidder is required to list, pursuant to 1.4.8.13 NMAC of 1.4.8 NMAC, at the time it submits a bid in response to this request for proposals.

“Prime Contractor” means the New Mexico licensed contractor selected.

“Project Architect, Project Engineer, Contract Engineer or Contract Architect” means architect/engineer.

“Project Design Team or Contract Architect or Engineer Design Team” means all members of the Design Professional’s firm, including its consultants, who are responsible for the design of and who will be participating in the construction and completion of the project.

“Resident Business” or “Resident Contractor” means an entity that has a valid resident certificate issued by the NM Taxation and Revenue Department pursuant to Section 13-1-22 NMSA 1978.

“Responsive Offer” or “Responsive Bid” An offer or bid which conforms in all material respects to the requirements set forth in the Bid as determined by APS Procurement. Material respects of a bid include, but are not limited to quality, quantity or delivery requirements.

“Responsible Bidder” means a Bidder who submits a responsive bid and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the bid.

Asbestos and Environmental Abatement

“Selection” A formal written notice by the construction buyer, APS Procurement that a firm(s) has been selected to enter into a contract to provide this service.

“Staff Architect or Construction Manager” The person designated as the point of contact by the FD+C to act on its behalf, concerning the scope of work and requirements of the contract documents.

“Technical Irregularities” Are matters of form rather than substance evident from the bid document, or insignificant mistakes that can be waived or corrected without prejudice to other Bidder; that is, when there is no effect on price, quality or quantity. APS Procurement may waive such irregularities, or allow an Bidder to correct them, if either is in the best interest of Albuquerque Public Schools. Examples include the failure of a Bidder to:

- a) Sign the bid, but only if the unsigned bid is accompanied by other material indicating the Bidder’s intent to be bound; or
- b) Acknowledge receipt of an amendment to the RFP, but only if: a) it is clear from the bid that the Bidder received the amendment and intended to be bound by its terms; or b) the amendment involved had no effect on price, quality or quantity.

"User" means the school district staff occupying the facility or facilities, for which a project is being designed.

"User Contact" is the person designated by the District to speak on behalf of the staff concerning the scope of work and programming requirements for the project.

“Veteran Resident Contractor” - is a contractor that has applied to the NM Taxation and Revenue Department, qualified, and been issued a valid Veteran Resident Preference Certificate pursuant to Section 13-1-22 NMSA 1978.

III. CONTRACTUAL AGREEMENT AND BONDS

1. PERFORMANCE & LABOR AND MATERIALS PAYMENT BONDS (Projects in excess of \$125,000.00)

- a) A 100% Performance Bond and a 100% Payment and Materials Bond executed by a surety company authorized to do business in the State of New Mexico may be required from the successful Bidder prior to award of a contract. The Performance and Labor and Materials Payment Bonds shall be AIA Document A312.

2. TIME OF DELIVERY AND FORM OF BONDS

- a) The Bidder will, prior to commencement of Work, furnish such bonds as required by APS.
- b) The bonds will be written on the AIA Document A312, Performance Bond and Labor and Material Payment Bond.
- c) The AIA A312 1984 Labor and Materials Payment Bond shall in effect, limit the time line Surety has to respond. The bond shall be modified as follows:

Paragraph 6 of this Payment Bond is deleted in its entirety and replaced with the following provision: Within 45 days (1) after the claimant has satisfied the conditions of Paragraph 4 and (2) after the Surety has received at its home office all supporting documentation it requested to substantiate the amount of the claim, the Surety shall pay or arrange for payment of any undisputed amounts. Failure of the Surety to

Asbestos and Environmental Abatement

satisfy the above requirements shall not be deemed a forfeiture or waiver of the Surety's or the Contractor's defenses under this Bond or their right to dispute such claim. However in such event the claimant may bring suit against the surety as provided under this bond.

3. SUBCONTRACTOR BONDING

Each subcontractor shall provide AS REQUIRED BY APS a performance and payment bond on a public works construction project if the subcontractor's contract (to the Contractor) for work to be performed on a project is one hundred twenty-five thousand dollars (\$125,000) or more. Failure of a Subcontractor to provide required bond shall not subject the Owner to any increase in cost due to approved substitution of Subcontractor.

IV. BID RESPONSE FORMAT AND ORGANIZATION

A. SUBMISSION OF BID

By the date and time of Submission of Bids, Bidder shall submit one (1) original copy each of the following documents:

- ___ Item 1 **Bidder Information Form** (including the information listed immediately below)
 - ___ NM State License Number & Classifications
 - ___ Resident Contractor (or Veteran Resident Contractor) Preference Certificate Number
 - ___ NM DOL (Workforce Solutions) Certificate Number
 - ___ Contractor's New Mexico Gross Receipts Tax Number
 - ___ Contractor's Federal Employee Identification Number
 - ___ Acknowledgment of Receipt of Addenda (If applicable)
 - ___ Price
 - ___ Signature and Corporate Seal (if applicable)
- ___ Item 2 **Bid Security** (Bond or Cash), **Agent's Affidavit**
- ___ Item 3 **Notarized Declaration Letter from Surety**
- ___ Item 4 **Certificate of Insurance**
- ___ Item 5 **Resident Contractor (or Veteran Resident Contractor) Preference Certificate**
- ___ Item 6 **Campaign Contribution Disclosure Form**
- ___ Item 7 **Conflict of Interest and Debarment/Suspension Certification Form**
- ___ Item 8 **Contractor's State of NM W-9 Form**
- ___ Item 9 **Offeror's Contractor's License(s)**
- ___ Item 10 **Bid Pricing**
- ___ Item 11 **Product Submittals**

B. PRICING - DETAILED REQUIREMENTS

ITEM 1 - PRICE FORM:

1. Price shall be presented in the form provided herein.
2. The bid, bearing original signatures, must be typed or hand-written in ink on the Price Form.

Asbestos and Environmental Abatement

3. Bid price shall not include state gross receipts or local options taxes. Taxes will be included in the Contracted Amount at prevailing rates as a separate item to be paid by Owner.
4. In submitting this bid, each Bidder must satisfy all terms and conditions of the Bid Documents. All work covered by this Bid shall be in accordance with applicable state laws and, if price bid amount is \$60,000 or more, is subject to the minimum wage rate determination issued by the office of the NM Work Force Solutions Department for this project. If the price bid amount of the contractor or any subcontractor exceeds \$60,000, the contractor and/or subcontractor must comply with the registration requirements pursuant to the NM Work Force Solutions Department Registration Act.
5. Before submitting a bid, each Bidder shall carefully examine the bid; and shall include in the bid the cost of all items required by the bid. If the contractor observes that portions of the Contract Documents are at variance with applicable laws, building codes, rules, regulations or contain obvious erroneous or uncoordinated information, the contractor shall promptly notify the specified APS Representative and the necessary changes shall be accomplished by addendum.

ITEM 2 - Bid SECURITY (BOND OR CASH):

Bid shall provide bid security in the form of a surety bond executed by a surety company authorized to do business in the State of New Mexico in the amount of **(5% of \$1,000,000.00 = \$50,000.00)**, or the equivalent in cash by means of a cashier's check or in a form satisfactory to the Owner, which bond or check must accompany Bidder's price proposal.

No Bidder may withdraw his bid for **45 days** after the actual date of the opening thereof.

ITEM 3 – NOTARIZED DECLARATION LETTER FROM SURETY:

The Bidder will provide, with the price proposal, a notarized declaration letter from a bonding company licensed to do business in the State of New Mexico confirming the Bidder's ability to obtain a Performance Bond, and a Labor and Materials Payment Bond in an amount not less than 100% of the price proposal.

ITEM 4 - CERTIFICATE OF INSURANCE:

Bidder shall provide a Certificate of Insurance that meets the requirements listed in Project Manual Section 00 6000 Bond and Insurance.

ITEM 5 - RESIDENT CONTRACTOR (OR VETERAN RESIDENT CONTRACTOR) PREFERENCE CERTIFICATE:

It will be the sole responsibility of any Proposer claiming a Resident Contractor Preference or Veteran Resident Contractor Preference to apply to the State of New Mexico Department of Taxation and Revenue for the proper certification and to receive approval, a certification number, and a certificate prior to the date and time for receipt of Proposals. Requests for qualification as a Resident Contractor or a Veteran Resident Contractor after receipt of Proposals will not be considered.

1. To receive a resident business preference, a business or contractor shall submit with its bid or proposal a copy of a valid resident business certificate or valid resident contractor certificate issued by the NM Taxation and Revenue Department.
2. When a public body awards a contract using a formal request for proposals process, a resident contractor shall be awarded the equivalent of five percent of the total possible

Asbestos and Environmental Abatement

- points to be awarded based on the resident contractor possessing a valid resident contractor certificate.
3. To receive a veteran resident contractor preference, a contractor shall submit with its bid or proposal a copy of a valid veteran resident contractor certificate issued by the NM Taxation and Revenue Department.
 4. Through either an RFP process or an ITB process the qualified veteran resident contractor shall receive:
 - a) 10% preference if their annual revenues are less than \$1,000,000;
 - b) 8% preference if their annual revenues are less than \$5,000,000 but more than \$1,000,000
 - c) 7% preference if their annual revenues are more than \$5,000,000
 5. The preference is limited in any calendar year, to an aggregate of \$10,000,000 in purchases by public bodies from all resident veteran businesses receiving preferences.
 6. The preferences do not apply when the expenditure includes federal funds for a specific purchase.
 7. In addition to the veteran resident preference certificate, the veteran resident contractor shall provide any addition documentation required to validate the percentage of preference to be awarded.
 8. If there is a joint bid or joint proposal by a combination of resident veteran, resident or nonresident businesses, the preference shall be calculated in proportion to the percentage of the contract, based on the dollar amount of the goods or services provided under the contract, that will be performed by each business as specified in the joint bid or proposal.

ITEM 6 - CAMPAIGN CONTRIBUTION DISCLOSURE FORM:

The blank form is included in an Appendix of this RFP. Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. This form must be filed by any prospective contractor whether or not they, their family member, or their representative has made any contributions subject to disclosure.

ITEM 7 – CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM:

Each Bidder shall complete this form (which is provided in the Appendix of the RFP) and include it in their proposal.

ITEM 8 – CONTRACTOR’S STATE OF NM W-9 FORM:

Each Bidder shall complete and provide a State of New Mexico W-9 Form.

ITEM 9 – BIDDER’S CONTRACTOR’S LICENSE(S)

Each Bidder shall provide a photocopy of their Contractor’s License or Licenses.

Asbestos and Environmental Abatement

INFORMATION FOR BIDDERS

- 1.) **Qualification of Bidder:** APS may make such investigations as necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the owner all such information and data for this purpose as APS may request. APS reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy APS that such bidder is qualified to carry out the obligations of the contract and to complete the work described therein.

Bidder shall also construe this provision to incorporate any necessary investigation and / or monitoring during the life of the contract to enforce any current policy of the Board of Education such as, but not limited to, no smoking or alcoholic beverages on APS property. As a general rule, any such regulation or law applying to APS personnel shall be deemed to be in force for contractor's work force occupying any work site.

- 2.) **Familiarity With Conditions:** Clarification of bidding procedures for this Contract may be made by contacting Michael Madrid, APS Construction Buyer, telephone (505) 848-8826; clarification of the technical aspects of this contract may be made by contacting the following personnel at APS:

Bidders must have acquainted themselves with all conditions affecting this contract before submitting a bid. No claim shall be made nor will one be allowed the contractor for negligence, misunderstanding, or error in this regard.

Bidders shall carefully examine the proposed contract documents to obtain first-hand knowledge of all proposed work. Contractors will not be entitled to any additional compensation or any extension of the contract time for conditions which can be determined by examining current work requirements and the proposed contract documents. Submission of a bid constitutes a representation by the bidder that the bidder has made all appropriate examinations, investigations and analyses and has made provision as to the cost thereof in his bid.

- 3.) **Records:** Records shall be maintained by the contractor in compliance with municipal, federal, or state laws, ordinances, codes, and this contract. At any time during normal business hours and as APS may deem necessary, there shall be made available to APS for examination all of contractor's records with respect to all matters covered by this agreement. APS may audit, examine and/or make excerpts to transcripts from such records including but not limited to invoices, materials, payrolls, records of personnel, conditions of employment or any other such data as may be pertinent
- 4.) **Conditional Bids:** Bids in which acceptance is in some manner restricted or conditioned by the bidder will be reviewed by APS. If the limitations imposed are not in the best interest of APS or are prejudicial to other bidders, bid will be rejected.
- 5.) **Cancellation:** Documented failure to comply with the terms of the contract documents and/or unsatisfactory performance on the job will constitute grounds for cancellation of the contract. If, after consultation between APS using departments, APS Procurement Department, and other contractor, grounds for cancellation still exists, immediate notification of cancellation will

Asbestos and Environmental Abatement

be provided in writing by the Procurement department. Upon such notification, the contractor shall cease work immediately and shall submit an invoice for work satisfactorily completed to date. No allowance will be made for anticipated profits

- 6.) **Contract Modification:** No oral statement by any person shall modify or otherwise affect the terms, conditions, specifications or price agreements stated in this contract. This contract is the final expression of the agreement between parties unless amended in writing by the Procurement Officer.

Submit all questions about the proposed contract specifications including any discrepancies, omissions, or ambiguities noted by any bidder. If appropriate, APS Procurement Division will issue a written addendum which shall thereafter become part of the bid documents and proposed contract documents. No oral interpretations shall be given by APS and, if given, such shall not be binding unless reduced to a written addendum issued prior to bid opening. All bids shall be responsive to and include any addenda issued prior to bid opening.

- 7.) **The Procurement Code:** The Procurement Code, Sections 13-1-21 through 13-1-199 NMSA 1978, imposes civic and criminal penalties for its violation. In addition, the New Mexico Criminal statutes imposes felony penalties for illegal bribes, gratuities and kickbacks.

- 8.) **Terms and Conditions:** The submission of a bid will indicate that the bidder has read the terms and conditions, understands the requirements and that the bidder can supply the item(s) specified. No contract exists on the part of Albuquerque Public Schools until a written Price Agreement is executed which will bind the bidder to the terms and conditions of the bid. Issuance of a Price Agreement will be considered sufficient notice of acceptance of contract.

It is mutually understood and agreed that the successful bidder(s) shall not assign, transfer, convey, sublet or otherwise dispose of the purchase order, contract, or his/her right, title or interest therein, or power to execute such purchase order or contract to any other person, company or corporation without the previous written consent of Albuquerque Public Schools.

Albuquerque Public Schools (APS) reserves the right to return product which does not meet specifications indicated in bid at bidder's expense. Bidder guarantees the product delivered is standard, new and regular stock.

Failure to examine any specifications and/or instructions will be at bidder's risk.

- 9.) **Public Liability Insurance:** At the time of the Contractor's execution of the contract, Contractor shall deliver to Owner a certificate(s) of insurance testifying that he has obtained full Workers' Compensation and Employer's Liability insurance coverage for all persons whom he employs or may employ during the course of the project. Such coverage shall be maintained for the duration of the contract and the warranty period and shall meet the most current requirements.

Liability Insurance: The Contractor shall procure and maintain during the life of the contract, an Owner's Protective Liability Insurance Policy written with APS, its officers, agents and employees as named insured with the following limits.

\$1,000,000 Bodily Injury and Property Damage per occurrence
\$1,000,000 Bodily Injury and Property Damage aggregate

Asbestos and Environmental Abatement

General Liability Insurance shall be provided with the following limits.

- \$2,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal Injury and Advertising Injury
- \$1,000,000 Each Occurrence
- \$50,000 Fire Damage (any one fire)
- \$5,000 Medical Expense (any one person)

If coverage is provided under Comprehensive General Liability prior to 11/85 ISO policy limits shall be:

- \$1,000,000 Bodily Injury and Property Damage combined per occurrence
- \$1,000,000 Bodily Injury and Property Damage combined aggregate.

This policy must include premises/operations, independent contractors, products and completed operations, contractual liability covering the contract, broad form property damage including completed operations, personal injury and underground coverage if project requires underground operations.

The Contractor shall procure and maintain during the life of the contract, Automobile Liability Insurance with the following limits. Excess insurance or umbrella liability insurance will be acceptable in attaining the required limits.

\$1,000,000 combined single limit bodily injury or property damage per occurrence. Coverage must be on an "any Auto" basis or must include owned, hired and non-owned automobile coverage.

If any policy changes occur during the life of the contract, it is the contractor's responsibility to provide updated proof of coverage to the APS Procurement Department.

- 10.) **Promotional Gifts and Activities:** APS Policy prohibits the distribution of jackets, shirts, caps or any other clothing items with company or product logo or any other form of advertising to its employees. Furthermore, APS employees are prohibited from entering drawings, contest or other promotional/advertising activities with vendors or potential vendors in connection with a procurement action.
- 11.) **Registration:** Pursuant to NMSA 1978 §13-1-105, any contractor, prime contractor or subcontractor wishing to be considered for award of any portion of a public works project greater than fifty thousand dollars (\$50,000) must be registered with the Department of Workforce Solutions, as required by Section 13-4-13.1 NMSA 1978, as of the date the bid is submitted, or the bid shall not be considered for award of the contract. A bid submitted by a registered prime contractor that includes any subcontractor that is not registered in accordance with that section may be considered for award following substitution of a registered subcontractor for any unregistered subcontractor in accordance with Section 13-4-36 NMSA 1978. The substitution shall not be a basis for any increase in the bid price. A prime contractor which has included an unregistered subcontractor in its bid may elect to withdraw its bid. If the Bidder fails to notify APS within 4 business days that Bidder has

Asbestos and Environmental Abatement

substituted a registered subcontractor for the unregistered subcontractor, Bidder shall be deemed to have withdrawn its bid.

General Operating Conditions

- 1.) **Contract Time:** The duration of this contract shall be 52 weeks following award of the contract. At the completion of the 52-week period, this contract is subject to review and may be extended for three additional 52-week periods, subject to the approval of both parties and contingent upon funding. Pricing will remain firm during the life of the contract.

Also, it should be noted that per State Statute the use of this Bid by other local public bodies is permissible upon mutual consent from the district and the offeror(s)

- 2.) **Request(s) NOT Defined in Scope of Work:** Contractor shall be held accountable to **NOT** perform work requests which are clearly beyond the defined Scope of Work. Contractor has the responsibility of calling such violations to the attention of the APS Procurement Officer. Violations may become the personal liability of the individual requesting such work and APS is under no obligation to make payment.

3.) Response Time:

- a) **Estimates** – Estimates are to be prepared at no additional charge to APS for either site visit(s)/inspection(s) or actual estimate preparation. All requests for estimates are to be addressed within three (3) business days.
- b) **Routine Requests** – Contractor shall commence work within a three (3) day period after receiving proper authorization. Once begun, work shall continue, during normal working hours, without interruption until completion. The contractor shall be able to respond to multiple routine requests at any one time.
- c.) **Emergency Requests** – The contractor shall be able to provide service 24 hours a day. Contractor will be expected to respond immediately to an emergency request for work to be performed. Access to building shall be arranged by APS designee. APS may, at its option, establish procedures for emergency work which shall be approved by the Assistant Superintendent and mutually agreed upon, reduced to writing and will become an integral part of the contract.

- 4.) **Safety:** The contractor shall take all necessary precautions to protect the site occupants from hazardous conditions. The contractor shall abide by all Occupational Safety and Health Administration (OSHA) regulations and all State of New Mexico Environmental Improvements Board Occupational Health, EPA Regulations NESHAP AND AHERA and Safety regulations that apply to this contract. The contractor shall defend, indemnify, and hold the Board of Education and its agents, officers, administrators, and employees free and harmless against all claims, loss, liability, and expense resulting from any alleged violations) of said regulations) including, but not limited to, fines or penalties, judgments, court costs, and attorneys' fees. The contractor also shall be responsible for damage to persons or property that occurs as a result of his fault or negligence, or that of his employees and/or agents, in connection with this contract.

Asbestos and Environmental Abatement

5.) **Final Acceptance:** The contractor shall notify the APS Project Manager or designee when each work order/project is complete. APS shall then arrange for a prompt inspection by appropriate APS personnel or representatives who shall either accept the project as complete and satisfactory.

6.) **Invoicing and Purchase Order Procedures:** Upon award, APS will issue a Price Agreement (PA) which will be in effect for the duration of the contract, and which will accommodate multiple billings as work is completed. Small Purchas Order's (SPO's) will not be used.

Itemized invoices, clearly referencing appropriate contract, project/location name, item number etc. shall be submitted to the APS Maintenance and Operations, Environmental Management, 915 Locust SE, Albuquerque, NM 87106. Copies of the completed Construction Report Form shall be attached to the invoice to substantiate charges. (See copy of form in Appendix B.) Charges for personnel shall indicate the wage rate job classification and the name of personnel performing the work with reference to the appropriate time records. All charges must reflect bid quotations. Contractor will not receive any compensation until such time that the services requested have been rendered, final inspection conducted, work has been accepted by an authorized representative of the Albuquerque Public Schools, and **final close out documents are submitted and complete.** Progress payments will not be made unless specifically requested in the event of a lengthy job or similar circumstance wherein payment may be delayed for an unreasonable period of time. APS may consider payment of up to 85% of project when cost is over \$100,0o0.00 and work has been completed. Upon submission of close-out documents, remaining balance will be paid.

When applicable, final invoice for each project shall be accompanied by all required guarantees, releases of lien and/or other submittal required by the Contract Documents.

The Contractor shall provide unconditional releases of lien from all Subcontractors and major material suppliers when submitting his final invoice at the end of each project.

Prompt Payments: APS will strive to meet or exceed prompt payment terms as may be established by statue. APS will not automatically include late charges in your payment. Late charges must be properly documented with separate invoice showing invoice numbers, amount, date and computation to verify charges. Typically our payment schedule will be 30-45 days.

Invoices with errors in unit pricing, errors in labor rates etc shall be subject to the same terms, but the start date for calculating late payment charges will be based on the date of the corrections. When applicable, final invoice for each project shall be accompanied by all required guarantees, releases of lien and/or submittal required by contract.

7.) **JOBSITE REQUIREMENTS PERTAINING TO PERSONNEL:** All personnel on site, directly or indirectly in the employ of Contractor, are restricted form any interaction with any APS Staff, Students or other member s of the public while on or adjacent to APS property except through jobsite meetings or as otherwise determined by APS.

1. All such personnel shall remain in their designated work areas. Communications with any non-project related persons on or near the site shall be through APS Project Manager.

2. No firearms or any other types of weapons, of any sort will be allowed on site. If any person is found to be in possession of any Firearm, of any kind, they will e directed to leave immediately and will not be allowed to return. This includes any firearms found in Company or Private vehicles, tool boxes or brought on site in any other manner;

Asbestos and Environmental Abatement

- 3. It is the policy of APS to prohibit smoking on any occupied school campus and on new, un-occupied sites to limit smoking to designated areas.
 - 4. It is the policy of APS to prohibit use, possession, sale, and distribution of alcohol, drugs, or other controlled substances on its premises and to prohibit the presence of any individual with such substances in their body from the workplace. The contractor shall enforce this policy.
 - 5. Contractor also agrees that any employee who is found in violation of requirements of this Paragraph, or of the BPO Documents, or who refuses to permit inspection shall be barred from the Project site at the discretion of APS.
- 8.) **EMPLOYEE BACKGROND CHECKS:** The Contractor shall be responsible for complying with the provisions of 22-10.3.3.B NMSA 1978, regarding employees having unsupervised access to students. In the event that 22-10.3.3. B NMSA 1978 applies, and upon prior approval by APS, reasonable costs for background checks shall be reimbursed without mark-up fee.

Technical Specifications

GENERAL REQUIREMENTS

Scope of Work:

The Abatement Contractor will receive a scope of work from the Owner, for each project with time lines, floor plans, and analytical results of material sampled. Amounts of material for abatement will also be included.

The successful offeror shall perform asbestos abatement services on an "as needed" basis throughout a one-year contract period, with option to renew for three additional one year periods upon mutual agreement of APS and Contractor. APS reserves the right to make multiple awards as may be in its best interest for adequate service. It is emphasized that regardless of termination date, any unfinished project will be carried to completion by the same abatement contractor, but without unduly prolonging the process. Projects involving multiple phases will be reviewed on a case by case basis. Types of asbestos abatement projects and square footages are listed in the bid pricing pages.

The Albuquerque Public Schools owns/leases approximately 136 sites. A listing of these sites is included in Appendix A and includes high schools, middle schools, elementary schools, alternative schools, and several administrative areas. On these sites are approximately 620 permanent containing building materials and the condition of the material assessed. Management plans have been written on the hazard assessment, response action, and the operations and maintenance of the material. Also included in Appendix A is a map of the entire district. The Albuquerque Public School district includes all of Bernalillo County, the City of Albuquerque, the Village of Corrales, Sandia Park, and Tijeras.

Asbestos abatement services as required by this bid will necessitate close communication with the department and supervisory personnel as well as outside architects and contractors under contract to APS. All work performed on this contract must be facilitated through the M&O Environmental Management Department. In addition, the Procurement Division maintains all contracts.

Asbestos and Environmental Abatement

The Abatement Contractor(s) shall provide a written estimate of total hours and cost required, and submits procedures to be used to complete any particular project prior to beginning the work. All prices given on bid sheet shall be inclusive of all work necessary to complete specified work, i.e., pre cleaning, disposal, cleaning, setup, etc. The successful bidder(s) **will be on call** for emergency asbestos removal, as well as scheduled projects. **The Contractor must respond in 2 hours.** Normally, the Contractor will be required to perform abatement procedures after school hours, weekends and holidays as specified by APS. However, if specified project will not interfere with school activities (e.g., glovebag procedures) then the project may be performed during the normal school day. A total price of each project will be given to the Environmental Management Department before any work is performed. This must be done on the standard the APS contract/estimate document, (construction Report Form (CRF)) signed by the contractor. (See Appendix B) Completion dates and liquidated damages, if any, will be noted. No premiums or price increases are allowed for evening work, weekends, and/or holidays. Bid prices are for all work.

Description of Work

The work specified herein shall be the removal and/or encapsulation of asbestos containing materials by competent persons trained, knowledgeable and qualified in the techniques of abatement, handling and disposal of asbestos containing and asbestos contaminated materials and the subsequent cleaning of contaminated areas, who comply with all applicable Federal, State, and Local regulations and are capable of and willing to perform the work of this Contract.

The Contractor shall supply all labor, materials, services, insurance, permits and equipment necessary to carry out the work in accordance with all applicable Federal, State and Local regulations and these specifications. The contractor will also be required to bring in a generator or have an electrician bring in pigtailed to complete the work. APS reserves the right to have the Contractor supply and install all materials and labor for a complete working project. Further, APS may supply materials and have contractor install or APS may supply materials and install within the project. The Contractor **will** be required to obtain all necessary permits if the assigned project requires reinstallation. The project will be permitted and inspected by City or local authorities. Green tags shall be delivered to the project administrator to be kept on file.

Prior to commencement of any project, the Contractor must consider special conditions at the site when performing the asbestos abatement. (E.g. high temperatures, equipment that must remain in operation, other toxic substances in the air, penetrating the work area or contaminating surfaces.) The Contractor will be responsible for obtaining this information from APS during the Project Start Meeting.

The Contractor is responsible for restoring the work area and auxiliary areas utilized during the abatement to conditions equal to or better than original as specified in individual scope of work. For example, all fixtures (lights, alarms, intercoms, grills, HVAC ducting, etc.) will be replaced by the Contractor at no additional cost. The Contractor shall, during the progress of work, remove and dispose all debris (non-asbestos containing included) and keep the premises clean. Upon completion of the work, the Contractor shall remove all construction equipment and surplus materials (except materials that are to remain the property of the Albuquerque Public Schools as provided in the specifications). Any damages caused during the performance of abatement activities shall be repaired by the Contractor (e.g. paint peeled off by barrier tape, nail holes, water damage, broken glass) at no additional expense to APS.

Asbestos and Environmental Abatement

Applicable Standards and Guidelines

General requirements

All work under this contract shall be done in strict accordance with all applicable Federal, State and Local regulations, standards and codes governing asbestos abatement or other regulated materials and any other trade work done in conjunction with the abatement.

The most recent edition of any relevant regulation, standard, document or code shall be in effect. In the event of conflict between the job requirements or these specifications, the more stringent shall govern.

Copies of all standards, regulations, codes and other applicable documents, including this specification and those listed in Section 1.5.2 shall be available at the work site in the clean change area of the worker decontamination system.

Specific requirements

Occupational Safety and Health Administration (OSHA)

Title 29 Code of Federal Regulations Section 1910.1001 - General Industry Standard for Asbestos.

Title 29 Code of Federal Regulations Section 1910.134 - General Industry Standard for Respiratory Protection.

Title 29 Code of Federal Regulations Section 1926.1101 - Construction Industry

Title 29 Code of Federal Regulations Section 1910.2 - Access to Employee Exposure and Medical Records

Title 29 Code of Federal Regulations Section 1910. - Hazard Communication

Environmental Protection Agency (EPA)

Title 40 Code of Federal Regulations Part 61 National Emission Standard for Asbestos.

Title 40 Code of Federal Regulations Part 763 Asbestos Abatement Projects; Worker Protection; Final Rule and Asbestos-Containing Materials in Schools; Final Rule and Notice; Model Accreditation Plan.

The Contractor must comply with New Mexico State Construction Industries Licensing Act and LPG Act, 1978.

Submittals Notices

Contractor shall submit the following forms: Bid Bond, Labor and Materials Payment Bond, and Performance Bond. See Appendix A.: Use AIA documents or similar forms acceptable to Owner.

Asbestos and Environmental Abatement

Prior to Commencement of Work, at Pre-Start meeting:

Should abatement projects involving greater than 260 linear feet of pipe insulation or 160 square feet of sprayed, troweled or otherwise applied material or covering or composing building structures or components, send written notification in accordance with 40 CFR Part 61, to the appropriate State or Federal air pollution control agency responsible for the enforcement of the National Emission Standard for Hazardous Air Pollutants (NESHAPP). Provide APS with a copy of the notice. The Contractor shall provide evidence that the EPA has been notified of the removal procedures and the location of the waste disposal. Attach copies of notification forms that are sent to the Environmental Health Department, P.O. Box 1293, Albuquerque, NM 87103.

Submit proof satisfactory to APS that required permits, site location and arrangements for transport and disposal of asbestos containing materials have been made. Submit the name of the landfill to be used for the disposal. Submit proof that all regulations pertaining to asbestos disposal will be met. Obtain and submit a copy of an asbestos manifest signed by the owner of the landfill.

Submit documentation satisfactory to APS that the Contractor's employees, including foremen, supervisors and any other company personnel or agents who may be exposed to airborne asbestos fibers or who may be responsible for any aspects of abatement activities, have received adequate training and understand the hazards of asbestos as per section 4.1 of this document.

Submit documentation from a physician that all employees or agents who may be exposed to airborne asbestos in excess of background level have been medically monitored to determine whether they are physically capable of working while wearing the respirator required without suffering adverse health effects. In addition, document that personnel have received medical monitoring as required in OSHA 29 CFR 1910 and OSHA 29 CFR 1926. The Contractor must be aware of and provide information to the examining physician about unusual conditions in the work place environment (e.g. high temperatures, humidity, chemical containments) that may impact on the employee's ability to perform work activities.

Submit to APS, for each individual project, shop drawings for layout and construction of decontamination enclosure systems and barriers for isolation of the work area as detailed in this specification and required by applicable regulations. (APS may wish to specify these layouts in the specifications.)

With APS, two (2) days prior to mobilization, inspect the premises wherein all abatement and abatement related activities will occur and submit a statement signed by both, agreeing on building and fixture condition prior to the commencement of work.

Submit manufacturer's certification that HEPA vacuums, negative pressure ventilation units and other local exhaust ventilation equipment conform to ANSI Z9.2-79.

When rental equipment is to be used in abatement areas or to transport asbestos contaminated waste, a written notification concerning intended use of the rental equipment must be provided to the rental agency with a copy submitted to APS with close out documents.

Document NIOSH & MSHA approvals for all respiratory protective devices utilized on site. Include manufacturer certification of HEPA filtration capabilities for all cartridges and filters.

Asbestos and Environmental Abatement

Submit pre-abatement air sampling results (if conducted, these samples are optional, since the Contractor rarely has access to the site prior to job initiation.) Include location of samples, name of Air Sampling Professional, equipment, and methods utilized for sampling and analysis.

Submit documentation of respirator fit testing for all Contractor employees and agents who must enter the work area. This fit testing shall be in accordance with procedures as detailed in the OSHA 29 CFR 1910.

During Abatement Activities and to be included in Closeout Documents

Submit weekly to the Project Manager (or as otherwise required by APS) job progress reports detailing abatement activities. Include review of progress with respect to previously established milestones and schedules, major problems and action taken, injury reports, equipment breakdown and bulk material and air sampling results conducted by Contractor's Project Monitor.

Submit copies to the Project Manager of all transport manifest, trip tickets and disposal receipts for all asbestos waste materials removed from the work area during the abatement process by the next business day and in the closeout documents.

Submit daily to the Project Manager, copies of work site entry logbooks with information on worker and visitor access.

Prior to use on the project and at least weekly during the project, submit log documents to the Project Manager of HEPA filter inspection of HEPA vacuums for damage and proper installation and differential pressure readings on negative pressure ventilation units.

Submit manometer readings. A hand written hourly log may be substituted for machine printout for verification of negative .02 inches water column on negative pressure enclosure.

Submit to the Project Manager results of bulk material analysis and air sampling data collected during the course of the abatement including OSHA compliance air monitoring results.

Submit to the Project Manager results of material testing conducted during the abatement for purposes of utilization during abatement activities (e.g. testing of encapsulant for depth of penetration, testing of substitute materials for adherence to encapsulated surfaces.)

Post in the clean room area of the worker decontamination enclosure, a list containing the names, addresses, and telephone numbers of the Contractor, APS contacts, the Asbestos Project Monitor, the General Superintendent, the testing laboratory and any other personnel who may be required to assist during abatement activities (e.g. Safety Officer, Building Maintenance Supervisor, Energy Conservation Officers.

Asbestos and Environmental Abatement

APS as Building Owner Shall

Prior to Commencement of Work:

Submit to the Contractor, results of pre-abatement air sampling (if conducted) including location of samples, names of the Air Sampling Professional, equipment utilized and method of analysis.

Document that APS employees who will be required to enter the work area during abatement have received training equal to that detailed in Part 4, Section 4.1. (Training may be provided by the Contractor or an APS training consultant at APS discretion.)

Provide to the Contractor information concerning access, shut down and protection requirements of certain equipment and systems in the work area.

During Abatement

Submit to the Contractor, results of bulk material analysis and air sampling data collected during the course of the abatement. These sample results are for information only. They serve only to monitor Contractor performance during the project and shall not release the Contractor from any responsibility to sample for OSHA compliance.

Site Security

The work area is to be restricted only to authorized, trained, and protected personnel. These may include the Contractor's employees, employees of Subcontractors, APS employees and representatives, State and local inspectors and any other designated individuals. A list of authorized personnel shall be established prior to job start and posted in the clean room of the worker decontamination facility. This list, which shall include names and social security numbers, will be submitted to the APS School Police prior to the project start date.

The Contractor shall report entry into the work area by unauthorized individuals immediately to APS.

A logbook shall be maintained in the clean room area of the worker decontamination system. Anyone who enters the work area must record name, affiliation, time in, and time out for each entry.

The Contractor is responsible to ensure security to the building in areas that may have been modified as necessary for the project. The Contractor is responsible for any modifications including parts and labor. At completion of project, all modifications must be returned to pre-abatement conditions.

Access to the work area shall be through a single worker decontamination system in a designated location at the work site. All other means of access (doors, windows, hallways, etc.) shall be blocked by temporary walls constructed by the Contractor or locked so as to prevent entry to or exit from the work area. The only exceptions for this rule are the waste pass-out airlock which shall be sealed except during removal of containerized asbestos waste from the work area, and emergency exits in case of fire or accident. Emergency exits shall not be locked from the inside, however, they shall be sealed with polyethylene sheeting and tape until needed. Contractor shall inspect and record time of inspection on a daily log.

Contractor should have control of site security during abatement operations whenever possible, in order to protect work efforts and equipment. The Contractor will be issued a key to the worksite. The Contractor will be responsible for returning keys to APS at the completion of the project. If keys are not returned or lost, the contractor will be invoiced for re-keying the respective property.

Contractor will have APS assistance in notifying building occupants of impending activity and enforcement of restricted access by APS employees.

Asbestos and Environmental Abatement

Emergency Planning

Emergency planning shall be developed prior to abatement initiation and agreed to by Contractor and APS.

Emergency procedures shall be in written form and prominently posted in the clean change area and equipment room of the worker decontamination area. Everyone prior to entering the work area must read and sign these procedures to acknowledge receipt and understanding of work site layout, location and emergency exists and emergency procedures.

Emergency planning **shall** include written notification of police, fire and emergency medical personnel of planned abatement activities, work schedule and layout of work area, particularly barriers that may affect response capabilities. Submit with close out documents.

Emergency planning shall include considerations of fire, explosion, toxic atmospheres, electrical hazards, slips, trips and falls, confined spaces and heat related injury. Written procedures shall be developed and employee training in procedures shall be provided.

Employees shall be trained in evacuation procedures in the event of work place emergencies.

For non-life threatening situations - employees injured or otherwise incapacitated shall decontaminate following normal procedures with assistance from fellow workers if necessary, before exiting the work place to obtain proper medical treatment.

For life threatening injury or illness, worker decontamination shall take least priority after measures to stabilize the injured worker, remove him/her from the work place and secure proper medical treatment.

Telephone numbers of all emergency response personnel shall be prominently posted in the clean change area and equipment room, along with the location of the nearest telephone.

Pre-Start Meeting

The successful Bidder shall attend a pre-start job meeting on each project. Attending this meeting may be representatives of APS and its agents along with testing/monitoring personnel (e.g. Asbestos Project Manager, Air Sampling Professional) who will actually participate in APS testing/monitoring program.

The Contractor and supervisory personnel who will provide on-site direction of the abatement activities must attend. The Contractor's Air Sampling, Professional shall also attend.

At this meeting the Contractor shall provide all submittals as required in Section 1.6. In addition he shall be prepared to provide detailed information concerning:

Preparation of work area.

Personal protective equipment including respiratory protection and protective clothing.

Employees who will participate in the project, including delineation of experience, training, and assigned responsibilities during the project.

Decontamination procedures for personnel, work area and equipment.

Asbestos and Environmental Abatement

Abatement methods and procedures to be utilized.

Required air-monitoring procedures.

Procedures for handling and disposing of waste materials.

Procedures for final decontamination and clean up.

A sequence of work and performance schedule.

Procedures for dealing with heat stress.

Emergency procedures.

Part 2 - Materials and Equipment

Materials

• General (all abatement projects)

The Albuquerque Public Schools reserves the right to inspect materials to determine the quality, fitness and suitability of such materials. Inspection of materials may be conducted whenever considered necessary by APS. Deliver all materials in the original packages, containers or bundles bearing the name of the manufacturer and the brand name (where applicable).

Store all materials subject to damage off the ground, away from wet or damaged surfaces and under cover sufficient enough to prevent damage or contamination. Replacement materials shall be stored outside of the work area until abatement is completed.

Damaged or deteriorating materials shall not be used and shall be removed from the work site and disposed of properly.

Polyethylene sheeting for walls and stationary objects shall be a minimum of 2 layers of 4 mils thick. Floors and all other critical barriers: sheeting of at least 6 mil thickness shall be used in widths selected to minimize the frequency of joints.

Method of attaching polyethylene sheeting shall be agreed upon in advance by the Contractor and APS and selected to provide secure containment throughout the project and secondly to minimize damage to equipment and surfaces. Method of attachment may include any combination of duct tape or other waterproof tape, furring strips, spray glue, staples, nails, screws or other effective procedures capable of sealing adjacent sheets of polyethylene and capable of sealing polyethylene to dissimilar finished and unfinished surfaces under both wet and dry conditions (including the use of amended water). Any damage to surfaces will be repaired to original condition or better.

Polyethylene sheeting utilized for worker decontamination enclosure shall be opaque white or black in color.

Special materials required to protect objects in the work area should be detailed (e.g. plywood over carpeting or hardwood floors to prevent damage from scaffolds and falling material) during pre-start meeting for individual projects.

Asbestos and Environmental Abatement

Disposal bags shall be of 6 mil. polyethylene, preprinted with labels as required by EPA regulation 40 CFR 61.152 (b)(i)(iv) or OSHA requirement 29 CFR 1910.1001 (g)(2)(ii).

Disposal drums shall be metal or fiberboard with locking ring tops.

Use adhesive labels as per EPA or OSHA requirements.

Warning signs as required by OSHA 29 CFR 1910.1926.

Removal

Surfactant (wetting agent) shall be a 50/50 mixture of polyoxyethylene ether and polyoxyethylene ester, or equivalent, mixed in a proportion of 1 fluid ounce to 5 gallons of water or as specified by manufacturer. (An equivalent surfactant shall be understood to mean a material with a surface tension of 29 dynes/cm as tested in its properly mixed concentration, using ASTM method D1331-56 "Surface and Interfacial Tension of Solutions of Surface Active Agents.") Where work area temperature may cause freezing of the amended water solution, the addition of ethylene glycol in amounts sufficient to prevent freezing is permitted.

Encapsulating agent to be applied to surfaces from which asbestos-containing material has been stripped. The Contractor will test the adhesion if new material is to be applied to the encapsulated substrate. Some manufacturers of replacement materials will not provide a material warranty on products applied over painted, encapsulated or otherwise coated surfaces. Without proper testing, the material may "fail" and require replacement at the Contractor's expense.

Encapsulation

Encapsulation materials shall be bridging or penetrating type and conform with the following characteristics:

Encapsulants should not be solvent based or utilize a vehicle (the liquid in which the solid parts of the encapsulant are suspended) consisting of hydrocarbons.

Encapsulants shall not be flammable.

Additional requirements if necessary will be given in the scope of the work for individual projects (Note: Encapsulation may significantly alter the acoustical characteristics of a material, the fire rating of a material, or the bond of the material to the substrate. These factors must be considered during the abatement method selection process.)

Additional materials as necessary for removal, as specified in 2.1.2.

Asbestos and Environmental Abatement

Equipment

General (all abatement Projects)

Air patent selected by Contractor must be public domain or Contractor must have license to use. Contractor shall provide a release of liability to the Building Owner.

A sufficient quantity of negative pressure ventilation units equipped with HEPA filtration and operated in accordance with ANSI 29.2-79 (local exhaust ventilation requirements) and EPA guidance document EPA 560/5-83-002. Guidance for Controlling Friable Asbestos Containing Materials in Buildings. Appendix F: Recommended Specifications and Operating Procedures for the Use of Negative Pressure Systems for Asbestos Abatement shall be utilized so as to provide one work place air change every 15 minutes or operated in accordance with 29 CFR 1926, Negative Enclosures..

To calculate total air flow requirement:

$$\text{Total feet}^3/\text{min.} = \frac{\text{Vol. of work area (in feet}^3\text{)}}{15 \text{ min.}}$$

To calculate the number of units needed for the abatement:

$$\text{Number of units needed} = \frac{(\text{Total feet}^3/\text{min.})}{(\text{Capacity of unit in feet}^3/\text{min.})}$$

For small enclosures and glove bags, a HEPA filtered vacuum system may be utilized to provide negative air pressure complying with negative pressure glovebags.

Submit a manometer log or Chart showing minimum of .02 inches of Reduced pressure in inches of water column.

Respirators shall be provided that have been tested and approved by the OSHA Administration for use in asbestos contaminated atmospheres.

Full body disposable protective clothing, including head, body and foot coverings (unless using footwear as described in 2.2.1.6) consisting of material impenetrable by asbestos fibers (Tyvek R or equivalent) shall be provided to all workers and authorized visitors in sizes adequate to accommodate movement without tearing.

Additional safety equipment (e.g. hard hats meeting the requirements of ANSI Standard Z89.1-1981, eye protection meeting the requirements of ANSI Standard Z87.1-1979, safety shoes meeting the requirements of ANSI Standard Z41.1-1967, disposable PVC gloves), as necessary, shall be provided to all workers and authorized visitors.

Nonskid footwear shall be provided to all abatement workers. Disposable clothing shall be adequately sealed to the footwear to prevent body contamination.

A sufficient supply of disposable mops, rags and sponges for work area decontamination shall be available.

Asbestos and Environmental Abatement

Removal

A sufficient supply of scaffolds, ladders, lifts and hand tools (e.g. scrapers, wire cutters, brushes, utility knives, wire saws, etc..) shall be provided as needed.

Sprayers with pumps capable of providing 500 pounds per square inch (psi) at the nozzle tip at a flow rate of 2 gallons per minute for spraying amended water.

Rubber dust pans and rubber squeegees shall be provided for clean up.

Brushes utilized for removing loose asbestos containing material shall have nylon or fiber bristles, not metal.

Sufficient supplies of HEPA filtered vacuum systems shall be available during clean up.

Encapsulation

Encapsulants shall be sprayed using airless spray equipment. Nozzle pressure should be adjustable within the 400 to 1500 psi range.

Additional support equipment as needed. See Section 2.2.2.)

The nature of the encapsulant may effect the requirements for respiratory protection. Vapors that may be given off during encapsulant application must be taken into account when selecting respirators, if types other than air supplied are used.

Substitutions

Approval Required:

The Contract is based on the materials, equipment and methods described in the Contract Documents.

APS may consider proposals for substitutions of materials, equipment and methods only when such proposals are accompanied by full and complete technical data and all other information required by APS to evaluate the proposed substitution.

Do not substitute materials, equipment or methods unless such substitution has been specifically approved for this work by APS at pre-start meeting.

"Or Equal":

If the phrase "or equal" or "or equal as approved by the Owner (or APS)" occurs in the Contract Document, do not assume that materials, equipment or methods will be approved by APS unless the item has been specifically approved for the work by APS.

The decision of APS shall be final.

Separate substitute bids: Bidders may, if they wish, submit completely separate bids using materials and methods other than those described in the Contract Documents, provided that all substitutions are clearly identified and described, and that the Bid in all other respects is in accordance with the provisions of the Contract Documents.

Asbestos and Environmental Abatement

Availability of special items:

Verify during the estimation phase that all specified items will be available in time for installation during orderly and timely progress of the work.

In the event that specified items will not be so available, notify APS prior to acceptance of the jobs.

Costs of delays because of non-availability of specified items, when the Contractor could have avoided such delays, will be back charged as necessary and shall not be borne by APS.

Part 3 - Execution

Preparation

Work Areas

Post Danger signs meeting the specifications of OSHA 29 CFR 1910.126 at any location and approaches to a location where airborne concentrations of asbestos may exceed ambient background levels. Signs shall be posted at a distance sufficiently far enough away from the work area to permit an employee to read the sign and take the necessary protective measures to avoid exposure. Additional signs may need to be posted following construction of work place enclosure barriers.

Shut down and lock out electric power to all work areas. The contractor will provide adequate temporary power and lighting. Ensure safe installation (including ground faulting) of temporary power sources and equipment by compliance with all applicable electrical code requirements and OSHA requirements for temporary electrical systems.

Shut down and lock out all heating, cooling and air conditioning system (HVAC) components that are in, supply or pass through the work area. (Note: Interiors of existing ductwork may require decontamination. This may be done during the precleaning phase of operations before the ductwork is sealed off or during the final cleaning phase prior to re-engagement of the system. Appropriate equipment and control measures shall be utilized to prevent contamination of building spaces during this operation. Adequate cleaning of ductwork may sometimes be accomplished by drawing high volumes of air through the system using the HEPA filtered negative pressure ventilation units.) Investigate the work area and agree on pre-abatement condition with APS. Seal all intake and exhaust vents in the work area with tape and a double layer of 6 mil. polyethylene. Also seal any seams in system components that pass through the work area. Remove all HVAC system filters and place in labeled 6 mil. polyethylene bags for staging and eventual disposal as asbestos contaminated waste.

The Contractor shall provide sanitary facilities for abatement personnel outside of the enclosed work area maintain them in a clean and sanitary condition throughout the project as per OSHA 29 CFR 1910.120, Toilet Facilities.

APS will provide water access for construction purposes. Contractor shall connect to existing district system. Contractor must provide a backflow prevention. In the event that water to the site is unavailable, the Contractor is responsible for providing water.

Asbestos and Environmental Abatement

Pre-clean all movable objects within the work area using a HEPA filtered vacuum and/or wet cleaning methods as appropriate. After cleaning, these objects shall be removed from the work area and carefully stored in an uncontaminated location. Carpeting, drapes, clothing, upholstered furniture and other fabric items may be disposed of as asbestos contaminated waste or cleaned as asbestos contaminated items utilizing HEPA vacuum techniques and off premises steam cleaning. Since adequate cleaning of severely contaminated fabric is difficult, APS must carefully consider whether this option is appropriate prior to abatement.

Pre-clean all fixed objects in the work area using HEPA filtered vacuums and/or wet cleaning techniques as appropriate. Careful attention must be paid to machinery behind grilles or grating where access may be difficult but contamination significant. Also pay particular attention to wall, floor and ceiling penetrations behind fixed items. After pre-cleaning, enclose fixed projects in double layer 6 mil. polyethylene sheeting and seal securely in place with tape. Objects (e.g. permanent fixtures, shelves, electronic equipment, laboratory tables, sprinklers, alarm systems, closed circuit TV equipment and computer cables) which must remain in the work area and that require special ventilation or enclosure requirements should be identified during pre-start meeting with specified means of protection. (Contact the manufacturer for special protection requirements.) Control panels, gauges, etc. in the work area may require APS access during abatement. These shall be designated and enclosures constructed with access flaps sealed with waterproof tape.

Pre-clean all surfaces in the work area using HEPA filtered vacuums and/or wet cleaning methods as appropriate. Do not use any methods that would raise dust such as dry sweeping or vacuuming with equipment not equipped with HEPA filters. Do not disturb asbestos containing materials during the pre-cleaning phase. Seal off all windows, doorways, elevator openings, corridor entrances, drains, ducts, grilles, grates, diffusers, skylights and any other openings between the work area and uncontaminated areas outside of the work area (including the outside of the building, tunnels and crawl spaces) with a double layer of 6 mil. polyethylene sheeting and tape. (See Section 3.1.4 - Isolating work area from occupied areas.)

Cover floors in the work area with polyethylene sheeting.

Floors shall be covered with (3) three layers of 6 mil sheeting (minimum 2 layers 6 mil and a 6 mil dropcloth). Floors requiring special protection will be specified. Carpeting, hardwood flooring and tile floors may be damaged by leaks of water, ladder feet, scaffold wheels, etc. The Owner may require additional layers of protection such as plywood, canvas drop cloths or extra plastic sheeting. When specified, red powder will be used between layers to detect leaks in floor. Additional layers of sheeting may be utilized as drop cloths to aid in clean up of bulk materials.

Plastic shall be sized to minimize seams. If the floor area necessitates seams, those on successive layers of sheeting shall be staggered to reduce the potential for water to penetrate to the flooring material. A distance of at least 6 feet between seams is sufficient. Do not locate any seams at wall floor joints.

Floor sheeting shall extend at least 12" up sidewalls at the work area.

Asbestos and Environmental Abatement

Sheeting shall be installed in a fashion so as to prevent slippage between successive layers of materials. (Vinyl sheeting may be used for improved traction on floors.)

Cover walls in the work area with polyethylene sheeting. Walls that are non-porous and will not be damaged by water, and surfactant may not need to be covered. They can be decontaminated using HEPA vacuums and wet cleaning techniques. Walls with mortar joints (e.g. tile) are considered porous. In addition, openings through these walls to uncontaminated areas of the building must be sealed as described in Section 3.1.1.9.

Walls shall be covered with two layers of 4 mil. polyethylene sheeting.

Plastic shall be sized to minimize seams. Seams shall be staggered and separated by a distance of at least 6 feet.

Wall sheeting shall overlap floor sheeting by at least 12 inches beyond the wall/floor joint to provide a better seal against water damage and for negative pressure.

Wall sheeting shall be secured adequately to prevent it from falling away from the walls for the duration of the project. This will require additional support/attachment when negative pressure ventilation systems are utilized.

Worker Decontamination Enclosure Systems

Worker decontamination enclosure systems shall be provided at all locations where workers will enter or exit the work area. One system at a single location for each contained work over is preferred. These systems may consist of existing rooms outside of the work area, if the layout is appropriate, that can be enclosed in polyethylene sheeting and are accessible from the work area. When this situation does not exist, enclosure systems may be constructed out of metal, wood or plastic support as appropriate.

Plans for construction, including materials and layout, shall be submitted as shop drawings and approved, in writing by APS prior to work initiation. Worker decontamination enclosure systems constructed at the work site shall utilize 6 mil. opaque black or white polyethylene sheeting or other acceptable materials for privacy. Detailed descriptions of portable, prefabricated units, if used, must be submitted for APS approval. Plans must include floor plan (in accordance with 3.1.2.3) with dimensions, materials, size, thickness, plumbing and electrical utilities.

The worker decontamination enclosure system shall consist of at least a clean room, a shower room, and an equipment room, each separated from each other and from the work area by curtained doorways.

Entry to and exit from all airlocks and decontamination enclosure system chambers shall be through curtained doorways consisting of two sheets of overlapping polyethylene sheeting. One sheet shall be secured at the top and left side, the other sheet at the top and right side. Both sheets shall have weights attached to the bottom to insure that they hang straight and maintain a seal over the doorway when not in use. Doorway designs, providing equivalent protection and acceptable to APS may be utilized.

Asbestos and Environmental Abatement

Access between the decontamination enclosure system shall be through a curtained door with a minimum of 3 feet separating each curtained doorway. Pathways into (from clean to contaminated) and out from (contaminated to clean) the work area shall be clearly designated.

Clean room shall be sized to adequately accommodate the work crew. Clean disposable clothing, replacement filters for respirators, towels and other necessary items shall be provided in adequate supply at the clean room. A location for postings shall also be provided in this area. Whenever possible, a lockable door shall be used to permit access into the clean room from outside the work area. Lighting, heat and electricity shall be provided as necessary for comfort. This space shall not be used for storage of tools, equipment or materials, (except as designated) or as office space.

Shower room shall contain one or more showers as necessary to adequately accommodate workers. Each showerhead shall be supplied with hot and cold water adjustable at the tap. The shower enclosure shall be constructed to ensure against leakage of any kind. The Contractor shall supply an adequate supply of soap, shampoo and towels, which shall be available at all times. Shower water shall be drained, collected and filtered through a system with at least 1.0 micron particle size collection capability. (Note: A system containing a series of several filters with progressively smaller pore sizes is recommended to avoid rapid clogging of filtration system by large particles.)

The equipment room shall be used for storage of equipment and tools at the end of a shift after they have been decontaminated using a HEPA filtered vacuum and/or wet cleaning techniques as appropriate. Replacement filters (in sealed containers until used) for HEPA vacuums and negative pressure ventilation equipment, extra tools, containers of surfactant and other materials and equipment that may be required during the abatement may also be stored here as needed. A walk off pan (a small children's swimming pool or equivalent), filled with water shall be located in the work area just outside the equipment room for workers to clean off foot coverings after leaving the work area and prevent excessive contamination of the worker decontamination enclosure system. A labeled 6-mil polyethylene bag for collection of disposable clothing shall be located in this room. Contaminated footwear (e.g. rubber boots, other reusable footwear) shall be stored in this area for reuse the following work day.

Waste Container pass-out chamber (usually required only for large jobs) and emergency exits.

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

This airlock system shall consist of a chamber, a container staging area, and another airlock with access to outside the work area.

The waste container pass-out chamber shall be constructed in similar fashion to the worker decontamination enclosure system using similar materials and curtain doorway designs.

The waste chamber shall not be used to enter or exit the work site.

Asbestos and Environmental Abatement

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

Isolation of the work area from occupied areas of the building (APS must clearly identify all areas that will be occupied.)

The contaminated work area shall be separated from uncontaminated occupied areas of the building by the construction of airtight barriers.

Walls shall be constructed of wood or metal framing to support barriers in all openings larger than 4'x8'.

A sheathing material (plywood, drywall) of at least 3/8" thickness shall be applied to work side of barrier.

Cover both sides of partition with a double layer of 6-mil polyethylene sheeting with staggered joints and seal in place.

Caulk edges of partition at floor, ceiling, walls and fixtures to form an airtight seal.

Maintenance of work place barriers and work decontamination enclosure systems.

Following completion of the construction of all polyethylene barriers and decontamination system enclosures and with negative air system running, allow overnight settling to insure that barriers will remain intact and secured to walls and fixtures before beginning actual abatement activities.

All polyethylene barriers inside the workplace, in the worker decontamination enclosure system, in the waste container pass-out airlock and at partitions constructed to isolate the work area from occupied areas shall be inspected at least twice daily, prior to the start of each day's abatement activities and following the completion of the day's abatement activities. Document inspections and observations in the daily project log.

Damage and defects in the enclosure system are to be repaired immediately upon discovery.

Use smoke tubes to test the effectiveness of the barrier system as required by 29 CFR 1926.

At any time during the abatement activities after barriers have been erected, if visible material is observed outside of the work area or if damage occurs to barriers, work shall immediately stop, repairs be made to barriers, and debris/residue cleaned up using appropriate HEPA vacuuming and wet mopping procedures.

If air samples collected outside of the work area during abatement activities indicate airborne fiber concentrations greater than 0.01 f/cc or pre-measured background levels (whichever is lower) work shall immediately stop for inspection and repair of barriers. Clean up of surfaces outside of the work area using HEPA vacuums or wet-cleaning techniques may be necessary.

Asbestos and Environmental Abatement

Install and initiate operation of negative pressure ventilation equipment as needed to provide one air change in the work area every 15 minutes. An additional backup HEPA ventilation unit shall be available on site and available for use in the event of failure of equipment. Openings made in the enclosure system to accommodate these units shall be made air tight with tape and/or caulking as needed. If more than one unit is installed, they should be turned on one at a time, checking the integrity of wall barriers for secure attachment and need for additional reinforcement. Insure that adequate power supply is available to satisfy the requirements of the ventilating units. Negative pressure ventilation units shall be exhausted to the outside of the building whenever feasible. They shall not be exhausted into occupied areas of the building. Twelve-inch extension ducting shall be used to reach from the work area to the outside when required. Careful installation, air monitoring and daily inspections shall be done to insure that the ducting does not release fibers into uncontaminated building areas.

Once constructed and reinforced as necessary, with negative pressure ventilation units in operation as required, test enclosure for leakage utilizing smoke tubes. Repair or reconstruct as needed.

Clearly identify and maintain emergency and fire exits from the work area.

Remove, clean and enclose in polyethylene sheeting the ceiling mounted objects such as lights and other items that may interfere with the abatement process and were not previously cleaned and sealed off. Utilize localized spraying of amended water and/or HEPA vacuums to reduce fiber dispersal during the removal of these fixtures.

Removal of building Structural Components.

After isolation of work area as described in previous sections and initiation of negative pressure ventilation, remove ceiling tiles/panels within the work area carefully. If panels are to be reused, vacuum them with a HEPA filtered vacuum cleaner and carefully damp sponge and wrap cleaned tiles/panels in 4 mil polyethylene sheeting and seal with tape. Store as designated by APS (preferably outside of the work area). If tiles/panels are to be discarded it is not necessary to clean them, but wrap in a similar fashion and stage for disposal in the waste container pass-out airlock.

Where suspended ceiling T-grid components must be removed to perform the abatement, HEPA vacuum and wet sponge each piece after removal from hangers. Wrap clean grid pieces in 4-mil polyethylene sheeting and seal with tape. Store as designated by APS or in waste staging area if designated for disposal.

When removal of ceiling grid suspension system is not necessary for accessibility, to the asbestos containing materials, leave the system in place and clean properly following completion of abatement.

Remove plaster/drywall ceilings including lathe, furring channel system, wire mesh, ties, clips, screws, nails and other accessory items as necessary and dispose of as asbestos contaminated waste material. As work progresses, spray ceiling materials and debris with amended water to keep wet until containerized for disposal.

Asbestos and Environmental Abatement

Commencement of work shall not occur until:

Enclosure systems have been constructed and tested.

Negative pressure ventilation systems are functioning adequately.

All pre-abatement submissions, notifications, postings and permits have been provided and are satisfactory to APS. (See Section 1.6.)

All equipment for abatement, clean up and disposal are on hand.

All worker training and certification is completed.

Contractor receives written permission from APS to commence abatement.

Alternative Procedures.

Procedures described in this specification are to be utilized at all times.

If specified procedures cannot be utilized, a request must be made in writing to APS providing details of the problem encountered and recommended alternatives.

Alternative procedures shall provide equivalent or greater protection than procedures that they replace.

Any alternative procedure must be approved in writing by APS prior to implementation.

Work Place Entry and Exit Procedures

Personnel entry and exit

All workers and authorized personnel shall enter the work area through the worker decontamination enclosure system.

All personnel who enter the work area must sign the entry log, located in the clean room upon entry and exit.

All personnel, before entering the work area, shall read and be familiar with all posted regulations, personal protection requirements (including work place entry and exit procedures) and emergency procedures. A sign off shall be used to acknowledge that these have been reviewed and understood by all personnel prior to entry.

All personnel shall proceed first to the clean room, remove all street clothes and appropriately place on respiratory protection (as deemed adequate for the job conditions) and disposable coveralls, head covering and foot covering. Hard hats, eye protection and gloves shall also be utilized if required. Clean respirators and protective clothing shall be provided and utilized by each person for each separate entry into the work area.

Personnel wearing designated personal protective equipment shall proceed from the clean room through the shower room and equipment room to the main work area.

Asbestos and Environmental Abatement

Before leaving the work area all personnel shall remove gross contamination from the outside of respirators and protective clothing by brushing and/or wet wiping procedures. (Small HEPA vacuums with brush attachments may be utilized for this purpose, however, larger machines may tear the suits.) Each person shall clean bottoms of protective footwear in the walk off pan just prior to entering the equipment room.

Personnel shall proceed to equipment room where they remove all protective equipment except respirators. Deposit disposable and launderable clothing into appropriately labeled containers for disposal.

Reusable, contaminated footwear shall be stored in the equipment room when not in use in the work area. Upon completion of abatement it shall be disposed of as asbestos contaminated waste. Rubber boots may be decontaminated at the completion of the abatement for reuse.

Still wearing respirators, personnel shall proceed to the shower area, clean the outside of the respirators and the exposed face area under running water prior to removal of respirator and shower and shampoo to remove residual contamination. Various types of respirators will require slight modification of these procedures. A powered air purifying respirator face piece may have to be disconnected from the Filter/power pack assembly, which is not waterproof, upon entering the shower. A dual cartridge respirator may be worn into the shower. Cartridges must be replaced for each new entry into the work area.

After showering and drying off, proceed to the clean room and don clean disposable clothing if there will be later re-entry into the work area or street clothes if it is the end of the work shift.

These procedures shall be posted in the clean room and equipment room.

Waste container pass-out procedures.

Asbestos contaminated waste that has been containerized shall be transported out of the work area through the waste container pass-out airlock.

Waste pass-out procedures shall utilize two teams of workers, an "inside" team and an "outside" team.

The inside team wearing appropriate protective clothing and respirators for inside the work area shall clean the outside, including bottoms, of properly labeled containers (bags, drums, or wrapped components) using HEPA vacuums and wet wiping techniques and transport them into the waste container pass-out chamber. No worker from the inside team shall further exit the work area through this chamber.

The outside team, wearing protective clothing and appropriately assigned respirators, shall enter the chamber from outside the work area, enclose the drums in clean, labeled, 6 mil polyethylene bags and remove them from the waste-out to the outside. No worker from the outside team shall further enter the work area through this chamber.

The exit from this chamber shall be secured to prevent unauthorized entry.

Asbestos and Environmental Abatement

Personnel Protection Requirements

Training

Prior to commencement of abatement activities all personnel who will be required to enter the work area or handle containerized asbestos containing materials must have received adequate training in accordance with AHERA and OSHA regulations.

Special on site training on equipment and procedures unique to this job site shall be performed as required.

Training in emergency response and evacuation procedures shall be provided.

Respiratory Protection

All respiratory protection shall be provided to workers in accordance with the submitted written respiratory protection program, which includes all items in OSHA 29 CFR 1910.134 (b) (1-11). This program shall be posted in the clean room of the worker decontamination enclosure system.

Workers shall be provided with personally issued, individually identified (marked with waterproof designations) respirators.

Respirators shall be selected that meet the following level of protection requirements:

It is imperative, however, that adequate air monitoring of fiber levels and a well-designed respiratory protection program (in accordance with 29 CFR 1910.134) be implemented. Key points of the respirator program include proper selection of respirator type and size, training of personnel in the proper inspection, donning, use, cleaning and maintenance procedures for the respirator selected including their use, limitations, and a good fitting and fit testing program to provide proper protection. Single use disposable respirators are not recommended for use during any asbestos abatement activities; however, they may be allowed if initial exposure assessment indicates the downgrade. Negative pressure, dual-cartridge, respirators shall be equipped with high efficiency filters and exhalation and inhalation valves to permit the performance of positive and negative pressure fit checks.

Contractor will collect personal air samples on their employees during abatement and shall submit copies of all personal air monitoring as required by OSHA. The Contractor shall submit evidence that the firm participates in the NIOSH Proficiency Analytical Testing Program (PAT) and have been found proficient or is accredited by the AIHA for asbestos.

Fit Checks and Fit Testing

Workers must perform positive and negative air pressure fit checks each time a respirator is put on, whenever the respirator design so permits. Powered air purifying respirators shall be tested for adequate flow as specified by the manufacturer.

Workers shall be given a qualitative fit test in accordance with procedures detailed in OSHA 1910 and 1926 for all respirators to be used on this abatement project. An

Asbestos and Environmental Abatement

appropriately administered quantitative fit test may be substituted for the qualitative fit test.

Documentation of adequate respirator fit must be provided to APS.

No one wearing a beard shall be permitted to don a respirator and enter the work area.

Additional respirators (minimum of 2 of each type) and training on their donning and use must be made available at the work site for authorized visitors who may be required to enter the work area.

Protective clothing

Disposable clothing including head, foot and full body protection shall be provided in sufficient quantities and adequate sizes for all workers and authorized visitors.

Hard hats, protective eyewear, gloves, rubber boots and/or other footwear shall be provided as required for workers and authorized visitors. Safety shoes may be required for some activities.

Removal Procedures

Clean and isolate the work area in accordance with Section 3.1.

Wet all asbestos containing material with an amended water solution using equipment capable of providing a fine spray mist, in order to reduce airborne fiber concentrations when the material is disturbed. Saturate the material to the substrate, however, do not allow excessive water to accumulate in the work area. Keep all removed material wet enough to prevent fiber release until it can be containerized for disposal. If work area temperatures are below 32° degrees and amended water is subject to freezing, dry removal permits and procedures must be utilized (See 2.1.2.1). Maintain a high humidity in the work area by misting or spraying to assist in fiber settling and reduce airborne concentrations. Wetting procedures are not equally effective on all types of asbestos containing materials but, shall nonetheless be used in all cases.

Saturated asbestos containing material shall be removed in manageable sections. Removed material should be containerized before moving to a new location for continuance of work. Surrounding areas shall be periodically sprayed and maintained in a wet condition until visible material is cleaned up.

Material removed from building structures or components shall not be dropped or thrown to the floor. Material should be removed as intact sections or components whenever possible and carefully lowered to the floor. If this cannot be done for materials greater than 50 feet above the floor, a dust tight chute shall be constructed to transport the material to containers on the floor or the material may be containerized at elevated levels (e.g. on scaffolds) and carefully lowered to the ground by mechanical means. For materials between 15 to 50 feet above the ground may be containerized at elevated levels or dropped onto inclined chutes or scaffolding for subsequent collection and containerization.

Asbestos and Environmental Abatement

Containers (6 mil polyethylene bags or drums) shall be sealed when full. (Wet material can be exceedingly heavy. Double bagging of waste material is usually necessary. A determination of need for single or double bags must be made early in the abatement process and agreed to by APS. Bags shall not be overfilled. They should be securely sealed to prevent accidental opening and leakage by tying tops of bags in an overhand knot or by taping in a gooseneck fashion. Do not seal bags with wire or cord. (Bags may be placed in drums for staging or transportation to the landfill. Bags shall be decontaminated on exterior surfaces by wet cleaning and HEPA vacuuming before being placed in clean drums and sealed with locking ring tops.)

Large components removed intact shall be wrapped in 2 layers of 6-mil polyethylene sheeting secured with tape for transport to the landfill.

Asbestos containing waste with sharp edged components (e.g. nails, screws, metal lath, tin sheeting) will tear the polyethylene bags and sheeting and shall be placed into drums for disposal.

After completion of all stripping work, surfaces from which asbestos containing materials have been removed shall be wet brushed and sponged or cleaned by some equivalent method to remove all visible residue.

Clean up shall proceed in accordance with Section 3.6.

After the work area has been rendered free of visible residues, a thin coat of satisfactory encapsulating agent shall be applied to all surfaces in the work area including structural members, building components and plastic sheeting on walls, floors and covering non-removable items, to seal in non-visible residue. (Note: 1) High temperature components such as boilers and pipes may not permit the application of some encapsulants. (Note: 2) If insulation or acoustical materials are to be re-applied to the abated area, be certain that the encapsulant selected will permit good adhesion to the substrate. A small area should be tested before application.

Encapsulation Procedures

Prior to the application of either a bridging or penetrating encapsulant, the load bearing characteristics of the friable material need to be tested in accordance with EPA. The results must be submitted to APS Environmental Management Department before proceeding with work.

Clean and isolate the work area in accordance with Section 3.1.

Repair damaged and missing areas of existing sprayed or troweled material with non-asbestos containing substitutes. Material must adhere adequately to existing surfaces and provide an adequate base for application of encapsulating agents. Filler material shall be applied in accordance with manufacturer's recommended specifications.

Remove loose or hanging asbestos containing materials in accordance with the requirements of Section 3.4.

Asbestos and Environmental Abatement

Bridging type encapsulants

Apply bridging type encapsulants to provide 0.004 inches of minimum dry film thickness over sprayed asbestos surfaces.

Penetrating type encapsulant

Penetrating encapsulants used must be first field tested to insure proper penetration into the asbestos-containing material. Results must be submitted to the Environmental Management Department before work proceeds.

Apply penetrating type encapsulant to penetrate existing sprayed asbestos materials by 100% with field test of 80-100%.

Apply penetrating encapsulant to penetrate existing sprayed asbestos materials uniformly to substrate.

During treatment with a penetrating type encapsulant, the contractor shall release selected random core samples of the asbestos containing materials in the presence of APS to check the depth of penetration.

Apply encapsulants using airless spray equipment

Clean up shall be in accordance with Section 3.6.

Clean up Procedure

Remove and containerize all visible accumulations of asbestos containing material and asbestos containing debris utilizing rubber dustpans and rubber squeegees to move material around. Do not use metal shovels to pick up or move accumulated waste. Special care shall be taken to minimize damage to floor sheeting.

Wet clean all surfaces in the work area using rags, mops and sponges, as appropriate.

Remove the cleaned outer layer of polyethylene sheeting from walls and floors. Windows, doors, HVAC system vents and all other openings shall remain sealed. The negative pressure ventilation units shall remain in continuous operation. Decontamination enclosure systems shall remain in place and be utilized.

After cleaning the work area and applying an encapsulating agent, wait at least 24 hours to allow fibers to settle. HEPA vacuum and wet clean all objects and surfaces in the work area again.

Remove all containerized waste from the work area and waste container pass out airlock.

Decontaminate all tools and equipment and remove at the appropriate time in the cleaning sequence.

The APS Project Manager will inspect the work area for visible residue. If any accumulation of residue is observed, it will be assumed to be asbestos and the 24-hour settling period/cleaning cycle repeated.

Asbestos and Environmental Abatement

The work area shall be cleaned until it is in compliance with State and Local requirements and/or any more stringent criteria agreed upon by the Contractor and APS prior to initiation of abatement activities. (Criteria should be in the form of visual inspections and airborne fiber concentrations.) **Additional cleaning cycles shall be provided, as necessary, at no cost to APS until said criteria have been met.**

Following the satisfactory results of clearance air monitoring, remaining barriers may be removed and properly disposed of. A final visual inspection by APS shall insure that no contamination remains in the work area. Unsatisfactory conditions may require additional cleaning and air monitoring. (See Re-establishment of the Work Area.)

Clearance Air Monitoring

Following the completion of clean up operations, the contractor shall notify APS that work areas are ready for clearance air monitoring.

APS shall then arrange for an Air Monitoring Professional to perform final visual inspections and to sample the air in the work area for airborne fiber concentrations.

The use of TEM (Transmission Electron Microscopy) will be used for clearance air monitoring. Volume requirements for electron microscope methods will be discussed with the analytical laboratory.

The number of samples that are required and the specific locations where they shall be taken will be established by APS before abatement activity begins.

Aggressive sampling shall be performed with a specified number of portable fans circulating air in the work area to simulate actual use conditions. Negative pressure ventilation units shall not be utilized for this purpose.

Air sampling shall be analyzed by Phase Contrast Microscopy during abatement and clearance if the square footage is less than or equal to 160 and linear footage is less than or equal to 260. Otherwise, Transmission Electron Microscopy will be used for clearance.

An average of five inside samples shall indicate concentrations of asbestos fibers less than 70 s/mm²(TEM) for release of the work area.

Areas exceeding this level shall be re-cleaned using procedures in Section 3.6 and retested until satisfactory levels are obtained.

Disposal Procedures

As the work progresses, to prevent exceeding available storage capacity on site, sealed and labeled containers of asbestos containing waste shall be removed and transported to the prearranged disposal location.

Disposal must occur at an authorized site in accordance with regulatory requirements of NESHAP and applicable State and Local guidelines and regulations.

All dump receipts, trip tickets, transportation manifests or other documentation of disposal shall be delivered to APS for its records. A recommended record keeping format utilizes a chain of custody form which includes the names and addresses of the Generator (APS), Contractor, pick up site, and disposal site, the estimated quantity of the asbestos waste and the type of containers used. The form should be signed by the Generator, the Contractor,

Asbestos and Environmental Abatement

and the disposal site operator, as the responsibility for the material changes hands. If a separate hauler is employed, his name, address, telephone number and signature should also appear on the form.

Transportation to the landfill

Once drums, bags and wrapped components have been removed from the work area, they shall be loaded into an enclosed truck for transportation.

When moving containers, utilize hand trucks, carts and proper lifting techniques to avoid back injuries. Trucks with lift gates are helpful for raising drums during truck loading.

The enclosed cargo area of the truck shall be free of debris and lined with 6 mil polyethylene sheeting to prevent contamination from leaking or spilled containers. Floor sheeting shall be installed first and extend up the sidewalls. Wall sheeting shall be overlapped and taped into place.

Drums shall be placed on level surfaces in the cargo area and packed tightly together to prevent shifting and tipping. Large structure components shall be secured to prevent shifting and bags placed on top. Do not throw containers into truck cargo area.

Personnel loading asbestos containing waste shall be protected by disposable clothing including head, body and foot protection and at a minimum, half face piece, air purifying, dual cartridge respirators equipped with high efficiency filters.

Any debris or residue observed on containers or surfaces outside of the work area resulting from clean up or disposal activities shall be immediately cleaned up using HEPA filtered vacuum equipment and/or wet methods as appropriate.

Large metal dumpsters are sometimes used for asbestos waste disposal. These should have doors or tops that can be closed and locked to prevent vandalism or other disturbance of the bagged asbestos debris and wind dispersion of asbestos fibers. Unbagged material shall not be placed in these containers, nor shall be used for non-asbestos waste. Bags shall be placed, not thrown.

Disposal at the landfill

Upon reaching the landfill, trucks are to approach the dump location as closely as possible for unloading of the asbestos containing waste.

Bags, drums and components shall be inspected as they are off loaded at the disposal site. Material in damaged containers shall be repacked in empty drums or bags as necessary.

Waste containers shall be placed on the ground at the disposal site, not pushed or thrown out of trucks (weight of wet material could rupture containers).

Personnel off loading containers at the disposal site shall wear protective equipment consisting of disposable head, body and foot protection and, at a minimum, half face piece, air purifying, dual cartridge respirators equipped with high efficiency filters.

Following the removal of all containerized waste, the truck cargo area shall be decontaminated using HEPA vacuums and/or wet methods to meet the no visible residue

Asbestos and Environmental Abatement

criteria. Polyethylene sheeting shall be removed and discarded along with contaminated cleaning materials and protective clothing, in bags or drums at the disposal site.

If landfill personnel have not been provided with personal protective equipment for the compaction operation by the landfill operator, Contractor shall supply protective clothing and respiratory protection for the duration of this operation.

Re-establishment of the Work Area

Re-establishment of the work area shall only occur following the completion of clean up procedures and after clearance air monitoring has been performed and documented to the satisfaction of APS as the Building Owner.

Polyethylene barriers shall be removed from walls and floors at this time, maintaining decontamination enclosure systems and barriers over doors, windows, etc., as required.

The Contractor and APS shall visually inspect the work area for any remaining visible residue. Evidence of contamination will necessitate additional cleaning requirements in accordance with Section 3.7.

Additional air monitoring shall be performed in accordance with Section 3.8 if additional clean up is necessary.

Following satisfactory clearance of the work area, remaining polyethylene barriers may be removed and disposed of as asbestos contaminated waste.

At the discretion of the Contractor, mandatory requirements for personal protective equipment may be waived following the removal of all barriers.

Re-secure mounted objects removed from their former positions during area preparation activities.

Relocate objects that were removed to temporary locations back to their original positions.

Re-establish HVAC mechanical and electrical systems in proper working order. Remove contaminated HVAC system filters and dispose of as asbestos contaminated waste. Decontaminated filter assembly using HEPA vacuums and wet cleaning techniques. Install new filters in HVAC systems. Dispose of old filters.

Repair all areas of damage that occurred as a result of abatement activities.

Part 4 - Support Activities and Personnel

Training

Training shall be provided by the Contractor to all employees or agents who may be required to disturb asbestos containing or asbestos contaminated materials for abatement and auxiliary purposes and to all supervisory personnel who may be involved in planning, execution or inspection of abatement projects.

Training shall provide, at a minimum, information on the following topics:

Asbestos and Environmental Abatement

The health hazards of asbestos including the nature of various asbestos related diseases, routes of exposure, known dose response relationships, the synergistic relationship between asbestos exposure and cigarette smoking, latency periods for disease and health basis for standards.

The physical characteristics of asbestos including fiber size, aerodynamic properties, physical appearance and uses.

Employee personal protective equipment including the types of characteristics of respirator classes, limitations of respirators, proper selection, inspection, donning, use, maintenance and storage of respirators, field testing the face piece to face seal (positive and negative pressure fit tests), qualitative and quantitative fit testing procedures, variations between laboratory and field fit testing procedures, variations between laboratory and field fit factors, factors that affect respirator fit (e.g. facial hair), selection and use of disposable clothing, use and handling of launderable clothing, non skid shoes, gloves, eye protection and hard hats.

Medical monitoring requirements for workers including required and recommended tests, reasons for medical monitoring and employee access to records.

Air monitoring procedures and requirements for workers including description of equipment and procedures, reasons for monitoring, types of samples and current standards with recommended changes.

Work practices for asbestos abatement including purpose, proper construction and maintenance of air tight plastic barriers, job set up of airlocks, worker decontamination systems and waste transfer airlocks, posting of warning signs, engineering controls electrical and ventilation system lockout, proper working techniques, waste cleanup, storage and disposal procedures.

Personal hygiene including entry and exit procedures for the work area, use of showers and prohibition of eating, drinking, smoking and chewing in the work area.

Special safety hazards that may be encountered including electrical hazards, air contaminants (CO, wetting agents, encapsulants, materials from Owner's operation), fire and explosion hazards, scaffold and ladder hazards, slippery surfaces, confined spaces, heat stress and noise.

Workshops affording both supervisory personnel and abatement workers the opportunity to see (and experience) the construction of containment barriers and decontamination facilities.

Supervisory personnel shall, in addition, receive training or contract specifications, liability insurance and bonding, legal considerations related to abatement, establishing respiratory protection medical surveillance programs, EPA, OSHA, and State record keeping requirements, and other topics as requested by APS.

Training must be provided by individuals qualified by virtue of experience and education to discuss the topic areas in 4.2.

Training is to have occurred within 12 months prior to the initiation of abatement activities.

Contractor must document training by providing date of training, training entity, course outline, and names and qualifications of trainers.

Medical Monitoring

Asbestos and Environmental Abatement

Medical monitoring must be provided by the Contractor to any employee or agent that may be exposed to asbestos in excess of background levels during any phase of the abatement project. Due to the synergistic effects between smoking and asbestos exposure, it is highly recommended that only non smokers be employed in positions which may require them to enter asbestos contaminated atmospheres.

Medical monitoring shall include at a minimum:

A work/medical history to elicit symptomatology of respiratory disease.

A chest x-ray (posterior - anterior, 14 x 13 inches) evaluated by a Certified B reader.

A pulmonary function test, including forced vital capacity, EMC and forced expiratory volume at one second (FEM/p) administered and interpreted by a Certified Pulmonary Specialist.

Employees shall be given an opportunity to be evaluated by a physician to determine their capability to work safely while breathing through the added resistance of a respirator. (Examining physicians shall be aware of the nature of respiratory protective devices and their contributions to breathing resistance. They shall also be informed of the specific types of respirators the employee shall be required to wear and the work he will be required to perform, as well as special work place conditions, such as high temperatures, high humidity, and chemical contaminants to which he or she may be exposed.)

Asbestos Project Manager

The Asbestos Project Manager shall be an APS representative typically an Environmental Inspector from the Environmental Management Department as the Building Owner or a designated representative paid by APS.

The Asbestos Project Manager shall be able to demonstrate through special education, training, skills, knowledge or experience satisfactory to APS with the ability to carry out the following activities as required:

Assist in decision making regarding selection of procedures.

Assist in writing contract specifications for the abatement.

Assist in evaluation of bids and selection of a contractor.

Enforce contract specifications.

Tour work area with the Contractor and agree on pre-abatement conditions of the work area.

Inspect and sign off on barriers and decontamination enclosure systems.

Observe activities at all times during the course of abatement.

Meet with the Contractor daily to review work progress and solve problems or adjust procedures as appropriate.

Asbestos and Environmental Abatement

Perform bulk material or air sampling and all work place inspection clearance inspections for the Building Owner.

Report on abatement to APS.

Request, review and maintain Contractor submittals.

The Asbestos Project Manager shall have the authority to stop any job activities if they are not being performed in accordance with applicable regulations or guidelines or the requirements of this specification. These will be reported to APS with description of activity, reason for stopping it and alternatives for correcting the problem. (Note: The Asbestos Project Manager will be selected as early as possible prior to selection of the Contractor to enable participation during the prebid conference, walk through, and preconstruction conference.)

Submittals: The contractor shall submit with the bid package the following:

- 1) Bid Security**
- 2) Three (3) local references Subcontractor's listing**
- 3) Subcontractor's listing (Appendix A)**
- 4) Conflict of Interest and Debarment/Suspension Certification Form (Appendix B)**
- 5) Campaign Contribution Disclosure Form (Appendix C)**
- 6) Acknowledgement of Receipt Form (Appendix D)**
- 7) Terms and Conditions (Appendix E)**
- 8) Addendum(s) – if issued**
- 9) Pricing Sheets**

Asbestos and Environmental Abatement

Pricing Plan A (projects less than \$60,000, no wage decision necessary)

OPEN END ASBESTOS CONTRACT

1.2. OPEN END ASBESTOS ABATEMENT BID FORM

<u>MATERIAL/ESTIMATED USAGE</u>		UNIT PRICE
		ACM REMOVAL
		/Pc, Sq. or Lin. Ft.
<u>HOMOGENEOUS AREA "A" – CEILINGS AND ROOFS</u>		
	<u>Weighted Values</u>	
1)	Suspended (Drop) ceiling panels (e g. 2'x2', 2'x4', 1'x2') 1 up to 24,000 sq. ft	[10] _____ /Sq. Ft.
	Remove Grid & Wire included	_____ /Sq. Ft.
2)	Grid and Wire Clean in Place	[10] _____ /Sq. Ft.
3)	Acoustical or decorative ceiling tiles (e g. 12"x12") and mastic 1 up to 10,000 sq. ft.	[15] _____ /Sq. Ft.
4)	Plaster/Finish coat, troweled on ceiling Remove system incl. substrate and lath Remove ACM, substrate to remain	[3] _____ /Sq. Ft. _____ /Sq. Ft.
5)	Drywall/Texture, Sheetrock: 8'-20' 1 up to 10,000 sq. ft.	[15] _____ /Sq. Ft.

Asbestos and Environmental Abatement

<u>MATERIAL/ESTIMATED USAGE</u>		UNIT PRICE	
<u>HOMOGENEOUS AREA "A" – CEILINGS AND ROOFS</u>		ACM REMOVAL	
		/Pc, Sq. or Lin. Ft.	
		<u>Weighted</u>	
		<u>Values</u>	
6)	Spray applied fire proofing (Cementitious or Fibrous)		
	1 to 1,000 sq. ft.	[20] _____	_____/Sq. Ft.
	1,001 to 5,000 sq. ft.	[20] _____	_____/Sq. Ft.
	5,001 and greater	[20] _____	_____/Sq. Ft.

Asbestos and Environmental Abatement

<u>MATERIAL/ESTIMATED USAGE</u>	UNIT PRICE ACM REMOVAL /Pc, Sq. or Lin. Ft.
--	--

HOMOGENEOUS AREA "A" – CEILINGS AND ROOFS

Weighted
Values

7)	Roof felt (built up roofing) (4 ply or less) (more than 4 ply)	[7]	_____sq.ft. _____sq.ft.
8)	Roof Flashing	[2]	_____lf

Asbestos and Environmental Abatement

<u>MATERIAL/ESTIMATED USAGE</u>	<u>UNIT PRICE</u>
	<u>ACM REMOVAL</u>
	<u>/Pc, Sq. or Lin. Ft.</u>

HOMOGENEOUS AREA "A" – CEILINGS AND ROOFS

Weighted
Values

HOMOGENEOUS AREA "B" – WALLS

Weighted
Values

- | | | | |
|-----|---|-------------|----------------------------------|
| 9) | Drywall/Texture, Sheetrock
1 up to 15,000 sq. ft | [20] | _____/Sq. Ft.
Single Layer |
| | | | _____/Sq. Ft.
Multiple Layers |
| 10) | Acoustical tiles and mastic
1 up to 3,000 sq.ft. | [10] | _____/Sq. Ft. |

Asbestos and Environmental Abatement

<u>MATERIAL/ESTIMATED USAGE</u>		UNIT PRICE ENCAPSULATION	UNIT PRICE ACM REMOVAL /Pc, Sq. or Lin. Ft.
<u>HOMOGENEOUS AREA "B" – WALLS</u>			
		<u>Weighted Values</u>	
11)	Interior Stucco 1 up to 1,500 sq. ft.	[5]	_____/Sq. Ft.
12)	Transite Panels 1 up to 1,200 sq. ft.	[5]	_____/Sq. Ft.
13)	Lath and Plaster; Remove system incl. substrate and lath	[10]	_____/Sq. Ft.
14)	Plaster/Finish coat, troweled on walls Remove ACM, substrate to remain	[3]	_____/Sq.Ft.
	Block pore filler (coating on exterior of CMU)	(10)	_____/Sq.Ft.

Asbestos and Environmental Abatement

	UNIT PRICE
<u>MATERIAL/ESTIMATED USAGE</u>	ACM REMOVAL
	<u>/Pc, Sq. or Lin. Ft.</u>

HOMOGENEOUS AREA "B" – WALLS

Weighted
Values

HOMOGENEOUS AREA "C" - FLOORS

Weighted
Values

- | | | | |
|-----|--|-------------|---|
| 15) | Floor tiles 9"x9" and 12"x12" ACM
Mastic ACM
1 up to 50,000 sq. ft. | [20] | <u> </u> /Sq. Ft.
Single Layer

<u> </u> /Sq. Ft.
Multiple Layers |
| 16) | Floor tiles 9"x9" and 12"x12" ACM
Mastic NOT ACM
1 up to 50,000 sq. ft. | [15] | <u> </u> /Sq. Ft.
Single Layer

<u> </u> /Sq. Ft.
Multiple Layers |

-

Asbestos and Environmental Abatement

<u>MATERIAL/ESTIMATED USAGE</u>	<u>UNIT PRICE ACM REMOVAL /Pc, Sq. or Lin. Ft.</u>
---------------------------------	--

HOMOGENEOUS AREA "C" - FLOORS

	<u>Weighted Values</u>	
17) Mastic ACM 1 up to 50,000 sq. ft.	[5]	_____/Sq. Ft.
18) RFCI – Resilient Floor Covering Institute Methods		
Floor Tile, 12" x 12" & Mastic ACM	[20]	_____/Sq. Ft.
Floor Tile, 12" x 12" ACM, Mastic NOT ACM	[10]	_____/Sq. Ft.

RFCI will refer to work practices and methods of removal of flooring materials as established by the Resilient Floor Covering Institute and accepted by OSHA. APS will identify project allowing RFCI methods, which may be restricted by type of material, condition, and nature of installation or past modifications. The work area will be isolated from adjacent areas of the building whether occupied or unoccupied by at least poly curtains with staggered flaps, critical barriers on all HVAC supply and return openings and barrier tape. Adjacent areas that may be occupied during the RFCI process will be isolated as outlined in section 3.1.4 of this document. Five foot poly splashguards will be installed to protect building components and furnishings for projects using liquid mastic removal. Ventilation devices shall be on site and ready for use to handle smoke or fumes generated by any RFCI method. All materials and equipment necessary to establish a regulated negative pressure enclosure shall be immediately available in the event RFCI methods cannot be maintained.

19) Sheet Vinyl/Linoleum, Mastic ACM	[7]	_____ Sq. Ft.
		Single Layer
		_____ Sq. Ft.
		Multiple Layers
Remove NON-ACM		_____ Sq. Ft.
		Single Layer
		_____ Sq. Ft.
		Multiple Layers

Asbestos and Environmental Abatement

MATERIAL/ESTIMATED USAGE	UNIT PRICE
	ACM REMOVAL
	/Pc, Sq. or Lin. Ft.

HOMOGENEOUS AREA "C" - FLOORS

Weighted
Values

- 20) Carpet
May require engineering controls

HOMOGENEOUS AREA 'D" - THERMAL SYSTEM INSULATION

- 21) Mud fittings [15] _____ EA
Up to 600 pieces – Up to 6” pipe Repair Full Containment
Gross Removal

Glovebag

Remove NON- ACM _____ EA

- 22) TSI pipe insulation asbestos wrappings [10]
up to 6” pipe (e.g. magblock, aircell) w ACM

1 up to 2000 linear ft _____ LN
Repair/Encapsulate Full Containment
Gross Removal

Glovebag

Asbestos and Environmental Abatement

	UNIT PRICE
<u>MATERIAL/ESTIMATED USAGE</u>	ACM REMOVAL
	<u>/Pc, Sq. or Lin. Ft.</u>

HOMOGENEOUS AREA 'D' - THERMAL SYSTEM INSULATION

Weighted
Values

- | | | | | |
|-----|---|------|--------------------|-----------------------------------|
| 23) | TSI pipe insulation wrappings
up to 6" pipe Non ACM | [10] | | |
| | 1 up to 2000 linear ft | | _____ | LN |
| | | | Repair/Encapsulate | Full Containment
Gross Removal |
| | | | | |
| 24) | Flue wrappings, Breeching, Vessel, and /or Tank Insulation, Boiler Insulation | [15] | | |
| | | | | _____ Sq. Ft |
| | | | | Full Containment
Gross Removal |
| | | | | |
| | Remove NON-ACM | | _____ | |
| | | | | |
| 25) | Transite pipe | [5] | | |
| | One up to 500 linear ft. (8" pipe) | | | _____ LN |

Asbestos and Environmental Abatement

<u>MATERIAL/ESTIMATED USAGE</u>	<u>UNIT PRICE ENCAPSULATION</u>	<u>UNIT PRICE ACM REMOVAL /Pc, Sq. or Lin. Ft.</u>
<u>HOMOGENEOUS AREA 'D' - THERMAL SYSTEM INSULATION</u>		
	Weighted Values	
26) Cut & Wrap Pipe w/ TSI Pipe Insulation – L. Ft.	[5]	_____ LN
Fittings – each	[5]	_____ EA
<p>The line item for gross removal is intended for full containment in a negative pressure enclosure. All related work and costs shall be included in this pricing: pre-cleaning, set up, removal and disposal, etc. Transmission Electron Microscopy will be used for clearance. The same procedures apply for gross removal in tunnels.</p>		
27) Clean up of tunnels, trenches, crawl spaces, chases, etc. to include: removal of all debris, soils up to 3", and lockdown. Areas will be of various sizes. Price shall be based on square footage.	[15]	_____ Sq. Ft.
28) Area cleaning/decontamination	[12]	_____ Sq Ft

Asbestos and Environmental Abatement

<u>MATERIAL/ESTIMATED USAGE</u>	<u>UNIT PRICE ENCAPSULATION</u>	<u>UNIT PRICE ACM REMOVAL /Pc, Sq. or Lin. Ft.</u>
	Weighted Values	
29) EXTERIOR PLASTER / STUCCO, TROWELED OR SPRAYED ON EXTERIOR WALLS		
0-250 sq. ft.	[5]	_____ Sq. Ft.
250 -500 sq. ft.	[5]	_____ Sq. Ft.
500 - 1000 sq. ft.	[5]	_____ Sq. Ft.
1000 and up	[5]	_____ Sq. Ft.
30) ACM Window Glazing Compound	[5]	_____ Ln.Ft.
Window Set Incl. trim	(10)	_____ Ea.
31) CONTAMINATED SOIL		
Remove 6" deep, per square footage	[10]	_____ Sq. Ft.
32) LEAD ABATEMENT		
Technician, per hour		_____ /hr.
Supervisor, per hour		_____ /hr
Transport and Disposal		_____ cost + %
33) HOURLY RATE – Environmental issues not currently covered by a line item. Price will include material, set-up, labor and disposal fees.		
Technician, per hour		_____ /hr
Supervisor, per hour		_____ /hr
Transport and Disposal		_____ cost + %
(65) Mobilization Fee	(20)	_____ Ea.

The Mobilization Fee will be allowed, with APS’s approval, on jobs with a total project cost (less NESHAPS Fees and taxes) of less than \$2,500.00. This fee may also apply in the event that, at no fault of the contractor, the crew arrives at the work site and the project cannot begin and the crew has to leave the work site and reschedule.

Occasionally, APS may require removal of a material not identified by line item in this contract or is otherwise incidental to the project. Those materials may or may not be ACM or regulated. In that event, APS reserves the right to request a price quote from one or more of the successful bidders for that project.

Asbestos and Environmental Abatement

Pricing Plan B (projects over \$60,000, Wage decision attached)

OPEN END ASBESTOS CONTRACT

1.2. OPEN END ASBESTOS ABATEMENT BID FORM

<u>MATERIAL/ESTIMATED USAGE</u>		UNIT PRICE
		ACM REMOVAL
		/Pc, Sq. or Lin. Ft.
<u>HOMOGENEOUS AREA "A" – CEILINGS AND ROOFS</u>		
	<u>Weighted Values</u>	
1)	Suspended (Drop) ceiling panels (e g. 2'x2', 2'x4', 1'x2') Grid & Wire included 1 up to 24,000 sq. ft	[10] _____/Sq. Ft.
	Remove NON-ACM	_____/Sq. Ft.
	Replace NON-ACM	_____/Sq. Ft.
2)	Grid and Wire Clean in Place Remove NON-ACM	[10] _____/Sq. Ft.
	Replace NON-ACM	_____/Sq. Ft.
4)	Acoustical or decorative ceiling tiles (e g. 12"xl2") and mastic 1 up to 10,000 sq. ft.	[15] _____/Sq. Ft.
	Replace NON-ACM	_____/Sq. Ft.
4)	Plaster/Finish coat, troweled on ceiling Remove system incl. substrate and lath	[3] _____/Sq. Ft.
	Remove ACM, substrate to main	_____/Sq. Ft.
5)	Drywall/Texture, Sheetrock: 8'-20' 1 up to 10,000 sq. ft.	[15] _____/Sq. Ft.

Asbestos and Environmental Abatement

<u>MATERIAL/ESTIMATED USAGE</u>	<u>UNIT PRICE</u>
<u>HOMOGENEOUS AREA "A" – CEILINGS AND ROOFS</u>	<u>ACM REMOVAL</u>
	<u>/Pc, Sq. or Lin. Ft.</u>

Weighted
Values

6) Spray applied fire proofing (Cementitious or Fibrous)			
1 to 1,000 sq. ft.	[20]	_____	_____/Sq. Ft.
1,001 to 5,000 sq. ft.	[20]	_____	_____/Sq. Ft.
5,001 and greater	[20]	_____	_____/Sq. Ft.

Asbestos and Environmental Abatement

<u>MATERIAL/ESTIMATED USAGE</u>	<u>UNIT PRICE ACM REMOVAL /Pc, Sq. or Lin. Ft.</u>
--	---

HOMOGENEOUS AREA "A" – CEILINGS AND ROOFS

	<u>Weighted Values</u>	
7) Roof felt (built up roofing)	[7]	
(4 ply or less)		_____sq.ft.
(more than 4 ply)	(7)	_____sq.ft.
8) Roof Flashing	[2]	

Asbestos and Environmental Abatement

<u>MATERIAL/ESTIMATED USAGE</u>	UNIT PRICE
	ACM REMOVAL
	<u>/Pc, Sq. or Lin. Ft.</u>

HOMOGENEOUS AREA "A" – CEILINGS AND ROOFS

Weighted
Values

HOMOGENEOUS AREA "B" – WALLS

Weighted
Values

- | | | | |
|-----|---|-------------|----------------------------------|
| 9) | Drywall/Texture, Sheetrock
1 up to 15,000 sq. ft | [20] | _____/Sq. Ft.
Single Layer |
| | | | _____/Sq. Ft.
Multiple Layers |
| 10) | Acoustical tiles and mastic
1 up to 3,000 sq.ft. | [10] | _____/Sq. Ft. |

Asbestos and Environmental Abatement

<u>MATERIAL/ESTIMATED USAGE</u>		UNIT PRICE ENCAPSULATION	UNIT PRICE ACM REMOVAL /Pc, Sq. or Lin. Ft.
<u>HOMOGENEOUS AREA "B" – WALLS</u>			
		Weighted Values	
11)	Interior Stucco 1 up to 1,500 sq. ft.	[5]	_____/Sq. Ft.
12)	Transite Panels 1 up to 1,200 sq. ft.	[5]	_____/Sq. Ft.
13)	Lath and Plaster; Remove system incl. substrate and lath	[10]	_____/Sq. Ft.
14)	Plaster/Finish coat, troweled on walls Remove ACM, substrate to remain	[3]	_____/Sq.Ft.
	Block pore filler (coating on exterior of CMU)	(10)	_____/Sq.Ft.

Asbestos and Environmental Abatement

<u>MATERIAL/ESTIMATED USAGE</u>	UNIT PRICE
	— ACM REMOVAL
	/Pc, Sq. or Lin. Ft.

HOMOGENEOUS AREA "B" – WALLS

Weighted
Values

HOMOGENEOUS AREA "C" - FLOORS

Weighted
Values

- | | | | |
|-----|--|-------------|----------------------------------|
| 15) | Floor tiles 9"x9" and 12"x12" ACM
Mastic ACM
1 up to 50,000 sq. ft. | [20] | |
| | | | _____/Sq. Ft.
Single Layer |
| | | | _____/Sq. Ft.
Multiple Layers |
| 16) | Floor tiles 9"x9" and 12"x12" ACM
Mastic NOT ACM
1 up to 50,000 sq. ft. | [15] | |
| | | | _____/Sq. Ft.
Single Layer |
| | | | _____/Sq. Ft.
Multiple Layers |
| | | | Multiple Layers |

Asbestos and Environmental Abatement

<u>MATERIAL/ESTIMATED USAGE</u>	<u>UNIT PRICE ACM REMOVAL /Pc, Sq. or Lin. Ft.</u>
---------------------------------	--

HOMOGENEOUS AREA "C" - FLOORS

	<u>Weighted Values</u>	
17) Mastic ACM 1 up to 50,000 sq. ft.	[5]	_____/Sq. Ft.
18) RFCI – Resilient Floor Covering Institute Methods		
Floor Tile, 12" x 12" & Mastic ACM	[20]	_____/Sq. Ft.
Floor Tile, 12" x 12" ACM, Mastic NOT ACM	[10]	_____/Sq. Ft.

RFCI will refer to work practices and methods of removal of flooring materials as established by the Resilient Floor Covering Institute and accepted by OSHA. APS will identify project allowing RFCI methods, which may be restricted by type of material, condition, and nature of installation or past modifications. The work area will be isolated from adjacent areas of the building whether occupied or unoccupied by at least poly curtains with staggered flaps, critical barriers on all HVAC supply and return openings and barrier tape. Adjacent areas that may be occupied during the RFCI process will be isolated as outlined in section 3.1.4 of this document. Five foot poly splashguards will be installed to protect building components and furnishings for projects using liquid mastic removal. Ventilation devices shall be on site and ready for use to handle smoke or fumes generated by any RFCI method. All materials and equipment necessary to establish a regulated negative pressure enclosure shall be immediately available in the event RFCI methods cannot be maintained.

19) Sheet Vinyl/Linoleum, Mastic ACM	[7]	_____ Sq. Ft.
		Single Layer
		_____ Sq. Ft.
		Multiple Layers
Remove NON-ACM		
		_____ Sq. Ft.
		Single Layer
		_____ Sq. Ft.
		Multiple Layers

Asbestos and Environmental Abatement

<u>MATERIAL/ESTIMATED USAGE</u>		<u>UNIT PRICE ACM REMOVAL /Pc, Sq. or Lin. Ft.</u>	
<u>HOMOGENEOUS AREA "C" - FLOORS</u>			
		<u>Weighted Values</u>	
20)	Carpet May require engineering controls		
<u>HOMOGENEOUS AREA 'D" - THERMAL SYSTEM INSULATION</u>			
21)	Mud fittings Up to 600 pieces – Up to 6” pipe	[15]	EA
		Repair	Full Containment Gross Removal
			Glovebag
	Remove NON- ACM		EA
22)	TSl pipe insulation asbestos wrappings up to 6” pipe (e.g. magblock, aircell) w ACM	[10]	
	1 up to 2000 linear ft		LN
		Repair/Encapsulate	Full Containment Gross Removal
			Glovebag

Asbestos and Environmental Abatement

	UNIT PRICE
<u>MATERIAL/ESTIMATED USAGE</u>	ACM REMOVAL
	<u>/Pc, Sq. or Lin. Ft.</u>

HOMOGENEOUS AREA 'D' - THERMAL SYSTEM INSULATION

Weighted
Values

- | | | | | |
|-----|---|------|--------------------|-----------------------------------|
| 23) | TSI pipe insulation wrappings
up to 6" pipe Non ACM | [10] | | |
| | 1 up to 2000 linear ft | | _____ | LN |
| | | | Repair/Encapsulate | Full Containment
Gross Removal |
| | | | | |
| 24) | Flue wrappings, Breeching, Vessel, and /or Tank Insulation, Boiler Insulation | [15] | | |
| | | | | _____ Sq. Ft |
| | | | | Full Containment
Gross Removal |
| | | | | |
| | Remove NON-ACM | | _____ | |
| | | | | |
| 25) | Transite pipe
One up to 500 linear ft. (8"pipe) | [5] | | _____ LN |

Asbestos and Environmental Abatement

<u>MATERIAL/ESTIMATED USAGE</u>	<u>UNIT PRICE ENCAPSULATION</u>	<u>UNIT PRICE ACM REMOVAL /Pc, Sq. or Lin. Ft.</u>
<u>HOMOGENEOUS AREA 'D' - THERMAL SYSTEM INSULATION</u>		
	<u>Weighted Values</u>	
26) Cut & Wrap Pipe w/ TSI Pipe Insulation – L. Ft.	[5]	_____ LN
Fittings – each	[5]	_____ EA
27) The line item for gross removal is intended for full containment in a negative pressure enclosure. All related work and costs shall be included in this pricing: pre-cleaning, set up, removal and disposal, etc. Transmission Electron Microscopy will be used for clearance. The same procedures apply for gross removal in tunnels.		
28) Clean up of tunnels, trenches, crawl spaces, chases, etc. to include: removal of all debris, soils up to 3", and lockdown. Areas will be of various sizes. Price shall be based on square footage.	[15]	_____ <u>Sq. Ft.</u>
29) Area cleaning/decontamination		_____ <u>Sq Ft</u>

Asbestos and Environmental Abatement

<u>MATERIAL/ESTIMATED USAGE</u>	<u>UNIT PRICE ENCAPSULATION</u>	<u>UNIT PRICE ACM REMOVAL /Pc, Sq. or Lin. Ft.</u>
	Weighted Values	
30) EXTERIOR PLASTER / STUCCO, TROWELED OR SPRAYED ON EXTERIOR WALLS		
0-250 sq. ft.	[5]	_____ Sq. Ft.
250 -500 sq. ft.	[5]	_____ Sq. Ft.
500 - 1000 sq. ft.	[5]	_____ Sq. Ft.
1000 and up	[5]	_____ Sq. Ft.
31) ACM Window Glazing Compound	[5]	_____ Ln.Ft.
Window Set Incl. trim Up to 50 sq. ft.	(10)	_____ Ea.
32) CONTAMINATED SOIL Remove 6" deep, per square footage	[10]	_____ Sq. Ft.
33) LEAD ABATEMENT		
Technician, per hour		_____ /hr.
Supervisor, per hour		_____ /hr
Transport and Disposal		_____ cost + %
4HOURLY RATE – Environmental issues not currently covered by a line item. Price will include material, set-up, labor and disposal fees.		
Technician, per hour		_____ /hr
Supervisor, per hour		_____ /hr
Transport and Disposal		_____ cost + %
(65) Mobilization Fee	(20)	_____ Ea.

TOTAL PRICE FOR PLAN A ITEMS 1 THROUGH 33 AND PLAN B 1THROUGH 33

\$ _____

The Mobilization Fee will be allowed, with APS’s approval, on jobs with a total project cost (less NESHAPS Fees and taxes) of less than \$2,500.00. This fee may also apply in the event that, at no fault of

Asbestos and Environmental Abatement

the contractor, the crew arrives at the work site and the project cannot begin and the crew has to leave the work site and reschedule.

Occasionally, APS may require removal of a material not identified by line item in this contract or is otherwise incidental to the project. Those materials may or may not be ACM or regulated. In that event, APS reserves the right to request a price quote from one or more of the successful bidders for that project.

DO NOT INCLUDE TAX. APPLICABLE TAXES WILL BE ADDED AT CURRENT RATE TO INVOICE AS A SEPARATE ITEM.

Method of Award

It is the intention of Albuquerque Public Schools (APS) to award an open-ended contract for asbestos abatement services on demand. The duration of this Contract shall be for 52 weeks following award. **At the completion of the first 52-week period, this contract is subject to review and may be extended for up to three additional 52-week periods contingent upon funding and mutual agreement of the parties.** Note that wage rates are applicable for the first year only. Assuming renewal, APS will request wage rates for subsequent years. Based upon that information, contractor may adjust the labor portion only of an affected cost (plus or minus) for the subsequent years.

The contract will be awarded in accordance with the provisions of this bid. APS will multiply the unit prices of ACM Removal column by the weighted value. The extended prices will be added for a grand total.

In addition, APS may consider the percentages quoted for "Replace New" which are both materials and labor and "Replace New % of Labor Cost - APS Provides Material". "Replace New" will require the contractor to provide all labor and materials necessary to replace whatever has been destroyed or removed with new construction equal to or better than that which existed prior to the abatement. Quote a composite percentage over your cost for both labor and materials. Three quotes will normally be required to document material cost. Contractor and APS will agree as to which quote will be accepted taking into consideration delivery and any other pertinent aspects of a particular project.

APS may prefer to furnish the materials and allow the contractor to supply the labor only. In this event, the "Labor Rate" worksheet will be utilized. See sample following. The particular wage rate classification will be determined and entered as the Base Hourly Rate. Other computations will be added as percentages of that rate as indicated. Please combine all the items that your company will add to the base wage rate, such as fringe benefits, unemployment, G&A, etc. as one overall percentage and enter in the appropriate space for this item on the pricing pages. It should be noted that the weighted value numbers are for evaluation purposes only and are not a commitment to purchase. APS reserves the right to bid any particular asbestos abatement project as a separate procurement action whenever it may be in the best interest of the District to do so.

APS also reserves the right to make multiple awards as necessary for adequate service. Award(s) will be made to the low responsible and responsive bid(s).

Asbestos and Environmental Abatement

APPENDIX A

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP NO. 16-21MM-SL

Asbestos and Environmental Abatement

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a bid or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed bid or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to federal, statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses

Asbestos and Environmental Abatement

of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“**Family member**” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“**Pendency of the procurement process**” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“**Person**” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“**Prospective contractor**” means a person who is subject to the competitive sealed bid process set forth in the Procurement Code or is not required to submit a competitive sealed bid because that person qualifies for a sole source or a small purchase contract.

“**Representative of a prospective contractor**” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Asbestos and Environmental Abatement

Signature

Date

Title (Position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

Asbestos and Environmental Abatement

APPENDIX B

**CONFLICT OF INTEREST AND
DEBARMENT/SUSPENSION CERTIFICATION FORM**

**RFP NO. 16-021MM-SL
Asbestos and Environmental Abatement**

As utilized herein, the term "Vendor" shall mean that entity submitting a bid to Albuquerque Public Schools in response to the above referenced request for proposals.

The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge:

No employee or board member of Albuquerque Public Schools (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any Albuquerque Public Schools employee, board member or close relative, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the legislator: _____ List below the name(s) of any Albuquerque Public Schools employee, board member or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor's stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the vendor: _____

DEBARMENT/SUSPENSION STATUS

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Federal Government, or any State agency or local public body, or in receipt of a notice or proposed debarment from any Federal or State agency or local public body. The vendor agrees to provide immediate notice to Albuquerque Public School's Procurement Department in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body of the State of New Mexico, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST and DEBARMENT/SUSPENSION Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named **and that the information contained in this document is true and accurate to the best of their knowledge.**

Signature: _____

Name of Person Signing (typed or printed): _____

Title: _____

Date _____

Asbestos and Environmental Abatement

Name of Company (typed or printed): _____

Address: _____

City/State/Zip: _____

Telephone: _____

Asbestos and Environmental Abatement

BIDDER'S INFORMATION FORM

Date of Proposal: _____

New Mexico State Contractor's License No. _____

License Classifications: _____

Resident Contractor's Preference Certificate No. _____

Veteran Resident Contractor Preference Certificate No. _____

Percent of preference qualified for: _____ (10% / 8% / 7%)

NOTE: Attach a copy of the valid certificate and documentation to validate percent preference.

NM DOL (Workforce Solutions) Certificate No. _____

Contractor's New Mexico Gross Receipts Tax No. _____

Contractor's Federal Employee Identification No. _____

Proposal of (Company name): _____

(Hereinafter called the "Offeror") organized and existing under the laws of the State of New Mexico, doing business as a Corporation, Partnership or Individual (Circle correct one).

The undersigned, as an authorized representative for the Offeror named above, in compliance with the Request for Proposals for various construction services on demand.

The undersigned Offeror's representative also acknowledges receipt of the following Addenda:

Addendum No: _____, dated _____, Addendum No: _____, dated _____

Addendum No: _____, dated _____, Addendum No: _____, dated _____

The Offeror understands that the contract will be awarded in accordance with the provisions of the Request for Proposals and that the Owner reserves the right to reject any or all proposals and to waive any technical irregularities.

And will become the property of the Owner in the event the contract and bonds are not executed within the time set forth herein, as liquidated damages for the delay and additional expenses to the Owner caused thereby.

Asbestos and Environmental Abatement

Respectfully Submitted,

By: (Authorized Signature) _____ Date: _____

By: (Same name, printed or typed) _____

Title: _____

Company: _____

Address: _____ Phone: _____

Zip: _____ Fax: _____ Email: _____

Affix Corporate Seal if bid is by Corporation)

Asbestos and Environmental Abatement

APPENDIX C

**RFP NO. 16-021MM-AM
Asbestos and Environmental Abatement**

Resident Veterans Preference Certification

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

I declare under penalty of perjury that my business prior year revenue starting January ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)* _____
(Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or =award of the procurement involved if the statements are proven to be incorrect.

Asbestos and Environmental Abatement

Asbestos and Environmental Abatement

<i>Type "B" - GENERAL BUILDING Effective September 24, 2015</i>			
	Base Rate	Fringe Rate	Apprenticeship
Asbestos Worker - Heat & Frost Insulator	31.26	11.11	\$0.56
Boilermaker	21.77	3.98	\$0.56
Bricklayer/Blocklayer/Stone mason	23.32	7.30	\$0.56
Carpenter/Lather	23.40	8.18	\$0.56
Cement Mason	19.61	9.57	\$0.56
Electricians			
Outside Classifications			
Groundman	21.28	10.32	\$0.56
Equipment Operator	30.54	12.64	\$0.56
Lineman/Tech	35.93	13.98	\$0.56
Cable Splicer	39.52	14.88	\$0.56
Inside Classifications			
Wireman/Technician	29.90	9.75	\$0.56
Cable Splicer	32.89	9.84	\$0.56
Sound Classifications			
Installer	23.39	8.31	\$0.56
Technician	28.95	7.52	\$0.56
Soundman	27.01	8.31	\$0.56
Elevator Constructor	38.37	28.08	\$0.56
Elevator Constructor Helper	26.86	28.08	\$0.56
Glazier	20.15	3.65	\$0.56
Ironworker	26.12	13.38	\$0.56
Painter (Brush/Roller/Spray)	16.00	5.18	\$0.56
Paper Hanger	16.00	5.18	\$0.56
Drywall Finisher/Taper	23.40	8.18	\$0.56
Plasterer	21.39	7.66	\$0.56
Plumber/Pipefitter	31.14	11.55	\$0.56
Roofer	15.18	0.50	\$0.56
Sheetmetal Worker	28.28	15.37	\$0.56
Soft Floor Layer	23.40	8.18	\$0.56
Sprinkler Fitter	27.95	17.87	\$0.56
Tile Setter	14.80	1.20	\$0.56
Tile Setter Helper	13.00	1.02	\$0.56
Laborers			
Group I	15.68	5.40	\$0.56
Group II	16.33	5.40	\$0.56
Group III	17.30	5.40	\$0.56
Group IV	19.53	5.40	\$0.56
Group V	17.60	5.40	\$0.56
Group VI	17.75	5.40	\$0.56
Operators			

Asbestos and Environmental Abatement

Operators			
Group I	19.57	6.00	\$0.56
Group II	21.53	6.00	\$0.56
Group III	21.95	6.00	\$0.56
Group IV	22.35	6.00	\$0.56
Group V	22.52	6.00	\$0.56
Group VI	22.71	6.00	\$0.56
Group VII	22.82	6.00	\$0.56
Group VIII	25.56	6.00	\$0.56
Truck Drivers			
Group I	14.76	6.25	\$0.56
Group II	15.00	6.25	\$0.56
Group III	15.50	6.25	\$0.56
Group IV	15.51	6.25	\$0.56
Group V	15.60	6.25	\$0.56
Group VI	15.75	6.25	\$0.56
Group VII	15.90	6.25	\$0.56
Group VIII	16.11	6.25	\$0.56
Group IX	16.32	6.25	\$0.56

NOTE: SUBSISTENCE, ZONE AND INCENTIVE PAY APPLY ACCORDING TO THE PARTICULAR TRADES COLLECTIVE BARGAINING AGREEMENT. DETAILS ARE LOCATED AT WWW.DWS.STATE.NM.US.