CAMERON COUNTY
PURCHASING DEPARTMENT
INVITATION TO BID

BID NUMBER: # 041202

BID TITLE: ASBESTOS REMOVAL & DISPOSAL OF THE CAMERON COUNTY OWNED FACILITY KNOW AS THE FORMER LEVI STAUSS BUILDING LOCATED AT 2400 EXPRESSWAY 83 WEST, SAN BENITO, CAMERON COUNTY, TEXAS

DATE DUE: **JANUARY 24, 2005** **DUE NO LATER THAN 5:00 P.M.**

for opening and evaluation at the next Commissioner's Court meeting (Bidders are invited to attend), 4th floor Administration Building schedule for Tuesday each week at 9:30 am (unless re-scheduled).

Bids received later than the date and time above will not be considered.

Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your bid with all appropriate supplements and/or samples. Prior to returning your sealed bid response / submittal, all Addendums - if issued - should be reviewed and downloaded by entering the County Purchasing web site at www.co.cameron.tx.us – Administration tab – Purchasing Dept. – Bid & Specs tab – Addendums Column (updated Addendums). These Addendums must be signed and returned with your bid in order to avoid disqualification.

Please return bid in sealed envelope. Be sure that return envelope shows the Bid Number, Description and is marked "SEALED BID".

RETURN BID TO:
by U.S. mail at P. O. Box 3846, Brownsville, Texas 78523
or delivered to the office of the Director of Purchasing, Admin. Bldg.
964 E. Harrison St, 3rd Floor, Room 313, Brownsville, Texas 78521.

MANDATORY PRE- BID MEETING is scheduled to be held on **THURSDAY, JANUARY 13, 2005, at 1:00 PM**
At the Cameron County Building (Former Levi Strauss Building), 2400 Expressway 83 West, San Benito, TX 78586

Failure of a prospective Bidder to attend the mandatory pre-bid conference will disqualify that prospective bidder.

For additional information or to request addendum contact: Mike Forbes or Estela Farias at (956) 544-0871, E-mail: mforbes@co.cameron.tx.us or purchasing@cameroncounty.com.

You must sign below in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.

Company Name:_____

Company Address: _____

City, State, Zip Code: _____

Telephone No._____Fax No._____e-mail_____

Taxpayer Identification Number (T.I.N.):_____

Historically Underutilized Business (State of Texas) Certification VID Number:_____

Print Name:_____Signature:_____

Is Bidder's principal place of Business within Cameron County? Yes - No

(Your signature attests to your offer to provide the goods and/or services in this bid according to the published provision of this bid. When an award letter is issued, it becomes a part of this contract. Contract is not valid until contract is awarded by Commissioner's Court, (when applicable - signed by County Judge) and Purchase Order is issued.

INSTRUCTIONS FOR SUBMITTING BIDS

These General Instructions apply to all offers made to Cameron County, Texas (herein after referred to as "County") by all prospective vendors (herein after referred to as "Bidders") on behalf of Solicitations including, but not limited to, Invitations to Bid and Requests for Quotes.

Cameron County is an Equal Employment Opportunity Employer.

Review this document in its entirety. Be sure your bid is complete, and double check your bid for accuracy.

GOVERNING FORMS: **In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Cameron County's interpretation shall govern. Where substitutions are used, they must be of equivalent value or service, and specified by the bidder as such, in the columns to the right on the "Minimum Specifications' Forms". The County's specifications may be exceeded and should be noted by the Vendor as such. Any bid NOT MEETING the Minimum Requirements specified will be rejected.**

GOVERNING LAW: **This invitation to bid is governed by the competitive bidding requirements of the County Purchasing Act, Texas Local Government Code, δ262.021 et seq., as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Cameron County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.**

Questions requiring only clarification of instructions or specifications will be handled verbally. If any questions results in a change or addition to this Bid, the Change(s) and addition(s) will be forwarded to all vendors involved (as quickly as possible) in the form of a written addendum only.

Sign the Vendor's Affidavit Notice and return with your bid.

BIDDER SHALL SUBMIT BID ON THE FORM PROVIDED, SIGN THE VENDOR AFFIDAVIT, AND RETURN ENTIRE BID PACKET. In the event of inclement weather and County Offices are officially closed on a bid deadline day, bids will be received unit 2:00 p.m. of the next business day, for opening at up coming Commissioner's Court meeting.

BIDDER SHALL INCLUDE A 5% - BID BOND OR CASHIER'S CHECK ENCLOSED WITH THE BID SUBMITTED.

BIDS SUBMITTED AFTER THE SUBMISSION DEADLINE SHALL BE RETURNED UNOPENED AND WILL BE CONSIDERED VOID AND UNACCEPTABLE.

SUCCESSFUL VENDOR WILL BE NOTIFIED BY MAIL. All responding vendors will receive written notification regarding the outcome of the award.

OPEN RECORDS ACCESS TO ALL INFORMATION SUBMITTED. All information included will be open to the public, other bidders, media as per the Open Records Act and not be confidential in nature. If you deem any information as confidential, it should not be made part of your bid package.

PLEASE NOTE CAREFULLY

THIS IS THE ONLY APPROVED INSTRUCTION FOR USE ON YOUR BID. ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF BID. ANY EXCEPTIONS THERETO MUST BE IN WRITING.

1. Each bid shall be placed in a separate envelope completely and properly identified with the name and number of the bid. Bids must be in the Purchasing Department BEFORE the hour and date specified.

2. Bids MUST give full firm name and address of the bidder. Failure to manually sign bid will disqualify it. Person signing bid should show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT.

3. Bids CANNOT be altered or amended after deadline time. Any alterations made before deadline time must be initiated by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by the Commissioners Court based on a written acceptable reason.

4. The County is exempt from State Sales Tax and Federal Excise Tax. DO NOT INCLUDE TAX IN BID. Cameron County claims exemption from all sales and/or use taxes under Texas Tax Code δ151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Cameron County Purchasing Agent.

5. Any Catalog, brand name or manufacturer's reference used in a bid invitation is descriptive-NOT restrictive-it is

to indicate type and quality desired. Bids on brand of like nature and quality will be considered. If bid is based on other than reference specifications, bid must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete descriptions should be made part of the bid. If bidder takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc. as specified.

6. Samples, when requested, must be furnished free of expense to the County. If not destroyed in examination, they will be returned to the bidder on request, at his expense. Each sample should be marked with bidder's name, address, and County bid number. DO NOT ENCLOSE OR ATTACH SAMPLE TO BID.

7. Written and verbal inquires pertaining to bids must give Bid Number and Company.

8. NO substitutions or cancellations permitted without written approval of Director of Purchasing.

9. The County reserves the right to accept or reject all or any part of any bid, waiver minor technicalities. The County of Cameron reserves the right to award by item category or by total bid. Prices should be itemized. County also reserves the right to award either with or without trade-in, if applicable.

10. Bid unit price on quantity specified – extend and show total. In case or errors in extension, UNIT prices shall govern. Bids subject to unlimited price increase will not be considered.

11. This is a bid inquiry only and implies no obligation on the part of Cameron County.

12. Acceptance of and final payment for the item will be contingent upon satisfactory performance of the product received by Cameron County.

13. Partial bids will not be accepted unless awarded by complete category or line item. **To be awarded by total bid.**

14. It is expected that the bidder will meet all state and federal safety standards and laws in effect on the date of the bid for the item(s) being specified, and the particular use for which they are meant.

PURCHASE ORDER AND DELIVERY: The successful offeror shall not deliver products or provide services without a Cameron County Purchase Order, signed by an authorized agent of the Cameron County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the offeror in the proper place on the Pricing/Delivery Information form

INVOICES AND PAYMENTS: (a) Seller shall submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight weigh bill when applicable, should be attached to the invoice. Mail to: Cameron County, ATTN: Auditor's Office, P. O. Box 3846, Brownsville, Texas 78523. Payment shall not be due until the above instruments are submitted after delivery. Suppliers should keep the Finance Department advised of any changes in your remittance addresses. (b) Buyer's obligation is payable only and solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extend funds are not available and any delivered buy unpaid for goods will be returned to Seller by Buyer. (c) Do not include Federal Excise, State or City Sales Tax. County shall furnish tax exemption certificate if required.

Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for good and/or services provided under this contract, the offeror should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Cameron County Auditor's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Services.

Bidder shall submit two (2) copies of an itemized invoice showing bid number and purchase order number to:

CAMERON COUNTY AUDITOR - ACCOUNTS PAYABLE

P. O. BOX 3846

BROWNSVILLE, TEXAS 78523

Please note that any payment due under this bid award will be applied towards any debt, including but not limited to delinquent taxes that is owed to Cameron County.

PAYMENT DISCOUNT: Indicate the payment discount (s) available depending on the when invoices are paid. For example, 1/30 means a 1% discount if paid within 30 days, 2/15 means a 2% discount if paid within 15 days, etc.

Payment in full will be made within thirty (30) days of delivery, inspection, and receipt of invoice.

All costs quotations must include all the various features needed to satisfy the requirements. Note: No amounts will be paid for the items in this BID in excess of the amounts quoted.

SPECIFIC INSTRUCTIONS

I. **ASSISTANCE TO BIDDERS**

To obtain additional information contact: David Gomez
Cameron County Engineering
2685 North Coria Street, Suite 2
Brownsville, TX 78520
Phone: (956) 574-8184 Fax: (956) 574-8187

II. **MANDATORY PRE-BID SITE VISIT**

The bidders are required to attend a site visit to verify the scope of work. **Mandatory Pre-Bid Meeting Schedule: walk through site visit at the Cameron County Building (Former Levi Strauss Building) - 2400 Expressway 83 West, San Benito, TX. Meet at the Lobby of the main building, on Thursday, January 13, 2005 at 1:00 pm.**

III. **RESERVATIONS**

A. All items must be picked up on site. Cameron County will not deliver or load any items.

B. Maintaining the quality of the property bid on will not be the responsibility of Cameron County, once bids are awarded.

C. Cameron County reserves the right to reject any and all bids, and to make awards as they may appear to be most advantageous to the County.

D. Cameron County reserves the right to hold the bid for a period of thirty (30) days from the submission date without action, to waive all formalities in seeking bids, and to negotiate portions thereof.

E. Bids that address only part of the requirements contained in this Request for Bids will not be considered.

F. Cameron County reserves the right to select any bid, consider the quoted, proposed fees, and other factors, which are specified therein.

G. Cameron County reserves the right to decline awarding, should any legal ramifications or impediments intervene during award process.

H. All permits and licenses must be secured by the successful bidder prior to proceeding with any onsite work.

I. Cameron County will hire and pay for the Texas Department of State Health Services (TDSHS) Licensed Asbestos Consultant, Air Monitor, and Project Manager for this project. The Consultant will submit the Demolition/Notification Form.

J. County's Engineering Dept. – Construction Manager will also coordinate and monitor the entire Bid Project with the awarded Asbestos Abatement Contractor for all compliance, Notice to Proceed Documentation and all other concerns.

K. TDSHS billed fees pertaining to this project and including the "Demolition/Renovation Fees" must be included in the Contractor's Total Bid Price.

L. County requires proof from the Contractor that the City of San Benito has permitted the Asbestos Abatement project as per Bid (Construction Permit).

IV. TO BE REMOVED

A total of approximately 4,506 square feet of floor tile mastic and approximately 435 linear feet of HVAC duct mastic are to be removed under 2 containment areas and 4 regulated areas.

The successful bidder will not begin any work or move any equipment to the job site without written authorization to commence by the Property Manager. The successful bidder must begin work on site on the TDSHS Demolition/Renovation start date and complete within five working days (5). Cameron County will not be responsible for any expenses incurred by the vendor due to non-compliance with this procedure. Successful bidder will be responsible for acquiring all required permits by the City of San Benito before commencing any work. Successful bidder shall use caution for any potential vermin (rodents, bees, spiders, scorpions etc.) which may surface when work commences. Cameron County will not be liable for any injuries incurred.

V. PROPERTY LOCATION

2400 Expressway 83 West, San Benito, TX 78586

VI. AREAS TO BE ABATED:

1. Cafeteria - floor tile and mastic and HVAC duct mastic
2. Lobby - floor tile and mastic and HVAC duct mastic
3. Reception - floor tile and mastic and HVAC duct mastic
4. Room 1 - floor tile and mastic and HVAC duct mastic
5. Room 3 - floor tile and mastic and HVAC duct mastic
6. Room 4 - HVAC duct mastic
7. Room 5 - HVAC duct mastic
8. South Restrooms - HVAC duct mastic
9. North Restrooms - HVAC duct mastic

VII. ITEMS TO REMAIN INTACT:

1. Existing interior buildout.

VIII. REQUIRED COMPLETION TIME:

Five working (5) days from the TDSHS Demolition/Renovation Start Date.

LABOR LIABILITY/WAGE AND HOUR LAWS

Wage, Hour, and EEOC Laws

It is expected that the bidder will meet all state and federal wage and hour laws and EEOC requirements and laws: ie: to a) regular hours and pay, b) overtime hours and pay and c) minimum wage and all other legal requirements applicable. Non-compliance with such laws will be the responsibility of the bidder.

LABOR LIABILITY WAIVER

County of Cameron, Texas, vendor, engineer, contractor, sub-contractor, all material and labor are subject to the "General Conditions of the Contract for Mowing", AIA Document AIA 201, and the "Instructions to Bidders", provided by the County of Cameron.

(A) **Vendor's Liability Insurance:** The vendor shall carry Workman's Public Liability, Bodily Injury, and PropertyDamage Insurance as instructed by the County of Cameron. In the absence of requirements by the County, the contractor shall carry all the above in at least the minimum amounts required by the law.

(B) **Property Insurance**: The vendor shall purchase and maintain all Property Damage Insurance as defined in the General Conditions or as instructed otherwise by the County. The owner shall be named jointly insured as well as the vendor.

(C) **Owner's Liability Insurance:** Cameron County will provide its own insurance as defined in the General Conditions.

(D) **Insurance – Cameron County's Requirements:** The vendor and his sureties shall indemnify and hold harmless the owner and its officials, agents, and employees from all suits actions or claims of any character, name and description brought for, or on account of, any injuries or damages received or sustained by any person

or persons or property, by/from said contractor or his/her employees or by/in consequence of any negligence in safeguarding the work or by/on account of any claims or amounts recovered under the Worker's Compensation Laws or any other law, ordinance, order or decree.

As further and additional evidence of such indemnifications, the contractor shall furnish Certificates of Insurance providing that his interests are adequately covered by the following minimum requirements:

(1)	Worker's Compensation:	Statutory Requirements			
(2)	General Liability:	a) Bodily Injury	$300,000	-	$300,000
		b) Property Damage	$100,000	-	$100,000
		c) Personal Injury			$300,000
(3)	Vehicular Liability:	a) Bodily Injury	$250,000	-	$500,000
		b) Property Damage	$100,000		

(E) **Safety Requirements:** It is expected that the bidder will meet all state and federal safety standards and laws that are in effect on the date of the bid for the item(s) that are being specified and the particular use for which they are meant.

(F) **Acknowledgement**: Bidder – please sign and date below and return with you quotation.

I hereby certify the vendor and his/her sureties are in full compliance with all the above listed requirements and shall indemnify and hold harmless the County of Cameron and its officials, agents, and employees from all suits, actions or claims of any character, name and description brought for, or on account of, any injuries or damages received or sustained by any person or persons or property, by/from said vendor or his/her employees or by/in consequence of any negligence in safeguarding the work or violations of any federal and state wage and hour laws as well as EEOC laws, or by/on account of any claims or amounts recovered under the Worker's Compensation Laws or any other law, ordinance, order or decree.

Business Name _____Signature _____Date_____

TWCC RULE 110.110 WORKERS' COMPENSATION INSURANCE COVERAGE

If this bid package is for a building or construction contract, all of the provisions of this rule as shown below apply. Since this is a mandatory requirement, cost increases should not be experienced because of the need to comply with the Texas Workers' Compensation Law. For additional information contact the Texas Workers' Compensation Commission, Southfield Building, 400 S. IH-35, Austin, Texas 78704-7491, (512) 440-3618.

A. Definitions:

Certificate of Coverage ("Certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, TWCC-81, TWCC-82, TWCC-83, or TWCC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in δ406.096 – Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with governmental entity showing that coverage has been extended.

E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

(1) Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 4041.011(44) for all its employees providing services on the project, for the duration of the project.

(2) Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

(3) Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

(4) Obtain from each other person with whom it contracts, and provide to the contractor:

(a) A certificate of coverage, prior to the other person beginning work on the project, and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

(6) Notify the government entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) Contractually require each person with whom it contracts, to perform as required by paragraphs (1) – (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will
be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The Contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

BID FORM

ASBESTOS REMOVAL & DISPOSAL OF CAMERON COUNTY OWNED FACILITY KNOW AS THE FORMER LEVI STAUSS BUILDING LOCATED AT 2400 EXPRESSWAY 83 WEST, SAN BENITO, CAMERON COUNTY, TEXAS

This Bid is for: Asbestos Removal and Disposal of Items Listed

We, the undersigned, submit the following Bid for: _____

Total Bid Price:

$_____

Total abatement completion date of all Items listed: _____

The bid prices include all requirements listed in this bid and all costs to be incurred as set forth in the attached Specifications' Packet instructions. I have read all instructions and agree to comply with all the requirements.

BIDDER: _____ (print or type)

ADDRESS: _____

_____

_____

(City/State/Zip Code)

BIDDER'S SIGNATURE:_____

TELEPHONE NO.(_____) _____ **DATE** _____

Attachment A

VENDOR REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this bid.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name:_____

Address:_____

Contact Person and Title:_____

Phone:_____ Fax:_____

Contract Period:_____ Scope of Work_____

REFERENCE TWO

Government/Company Name:_____

Address:_____

Contact Person and Title:_____

Phone:_____ Fax:_____

Contract Period:_____ Scope of Work_____

REFERENCE THREE

Government/Company Name:_____

Address:_____

Contact Person and Title:_____

Phone:_____ Fax:_____

Contract Period:_____ Scope of Work_____

Attachment B

STATE OF TEXAS

COUNTY OF CAMERON

AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully checked and are submitted as correct and final and if bid is accepted (within 60 days), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

BEFORE ME, the undersigned authority, A Notary Public in and for the State of _____, on this day personally appeared_____

who, after having first been duly sworn, upon oath did depose and say;

That the foregoing bid submitted by_____

_____

hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said bid has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder. The bidder is not a member of any trust, pool, or combination to control the price of products or services bid on, or to influence any person to bid or not to bid thereon. I further affirm that the bidder has not given, offered to give, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discounts, trip, favor, or service to a public servant in connection with the submitted Bid. The contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Name and Address of Bidder:

_____

_____

_____

Telephone number_____

Fax number_____ _____

Signature

Name:_____

Title:_____

SWORN TO AND SUBSCRIBE BEFORE ME THIS_____day of_____,

20_____.

_____ _____ _____

Notary Public in and for County State

Attachment C

RESIDENCE CERTIFICATION

Pursuant to Texas Government Code δ2252.001 *et seq*., as amended, Cameron County requests Residence Certification. δ2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of δ2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____is a Resident
(Company Name)

Bidder of Texas as defined in Government Code δ2252.001.

I certify that _____ is a Nonresident

(Company Name)

Bidder as defined in Government Code δ2252.001 and our principal place of business is
_____.

(City and State)

TERMS AND CONDITIONS

ADDENDA: When specifications are revised, the Cameron County Purchasing Department will issue an addendum addressing the nature of the change. Offerors must **sign and include it in the returned bid package.**

ADVERTISING: Seller shall not advertise or publish, without Buyer's Prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper request for information from an authorized representative of the federal, state or local government.

AWARD: Cameron County may hold all bids for a period of forty five (45) days. Cameron County reserves the right to delete any item it considers too expensive. Bid prices are to be F.O.B. Cameron County. All discounts will be considered in determining the lowest, responsible bidder. Cameron County reserves the right to award this contract on the basis of LOWEST AND BEST BID in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, the offeror may appear before the Commissioners Court and present evidence concerning bidders responsibility after officially notifying the office of the Purchasing Agent of his intent to appear.

BONDS: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's check are not acceptable.

CANCELLATION AND TERMINATION: Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof, including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to, and not in lieu of, any other remedies which Buyer may have in law or equity.

TERMINATION: The performance of work under this order may be terminated in whole, or in part, by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to, and not in lieu of, rights of Buyer set forth.

Cameron County reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Cameron County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Cameron County's satisfaction and/or to meet all other obligations and requirements. Cameron County may terminate the contract without cause upon thirty (30) days written notice.

COLOR SELECTION: Determination of colors of materials is a right reserved by using department unless otherwise specified in bid. Unspecified colors shall be quoted as standard colors, NOT colors which require up-charges or special handling. Unspecified fabrics or vinyls should be construed as medium grade. If offeror fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept items and demand correct shipment without penalty, subject to other legal remedies.

CONTRACT RENEWALS: Renewals may be made ONLY by written agreement between Cameron County and the offeror. Any price escalations are limited to those stated by the offeror in the original bid. Annual bid renewal – Price Increases: All Annual Bids with a one (1) year renewal option requires that the awarded bidder must notify Cameron County of any anticipated price increases to the current Annual Bid (in writing) at least two months prior to the annual renewal award date. This allows the County sufficient time to plan for re-bidding due to a vendor required price increase. If Vendor fails to notify the County it shall be assumed that there will be no price increase for the following year's award period if renewed. This procedure doe not apply to any Annual Bids which allow for Open Market Price increases or Cost allowance increases during the bid award period (as so specified in the Bid documents).

DISCRIMINATION: In order to comply with the provisions of fair employment practices, the contractor agrees as follows: 1.) the contractor will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; 2) in all solicitations or advertisements for employees, the contractor will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; 3) the contractor will furnish such relevant information and reports as requested by the County for the purpose of determining compliance with these regulations; and 4) failure of the contractor to comply with these laws will be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part.

DISQUALIFICATION OF OFFEROR: Upon signing this bid document, an offeror offering to sell supplies, materials, services, or equipment to Cameron County certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code δ15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the offerors. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by an offeror and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

EVALUATION: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Cameron County Purchasing Department and recommendation to Cameron County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. **Pricing is NOT the only criteria for making a**

recommendation. The Cameron County Purchasing Department reserves the right to contact any offeror, at any time, to clarify, verify or request information with regard to any bid.

PROTEST PROCEDURES: Procedure - This protest procedure is available to vendors responding to this Bid requesting a debriefing conference.

Protests are made - 1. To the Purchasing Department after the announcement of the apparently successful vendor. Vendor protests shall be received, in writing, by the Purchasing Department within five business days after the vendor debriefing conference. 2.To County Auditor only after protesting first to the Purchasing Department and its resolution is not satisfactory to the protesting party. Protests to County Auditor shall be received, in writing, within five business days after the vendor has received notification of a decision on the protest from the Purchasing Department. 3. To the Commissioners Court for acquisitions approved by the Commissioners Court, only after protesting first to County Auditor and Purchasing Dept. resolution is not satisfactory to either party. Protests to the Commissioners Court shall be made within five business days after the vendor has received notification of the County Auditor's decision.

Grounds for protest – 1. Errors were made in computing the score. 2. The County failed to follow procedures established in the Bid, the Purchasing policy: Acquisition or applicable state or federal laws or regulations. 3. Bias, discrimination or conflict of interest on the part of an evaluator. Protests not based on these criteria shall not be considered.

Format and Content - Protesting vendors shall include, in their written protest to the Cameron County Purchasing Department, all facts and arguments upon which they rely. Vendors shall, at a minimum, provide: 1. Information about the protesting vendor; name of firm, mailing address, phone number and name of individual responsible for submission of the protest. 2. Information about the acquisition and the acquisition method. 3. Specific and complete statement of the County's action(s) protested. 4. Specific reference to the grounds for the protest. 5. Description of the relief or corrective action requested. 6. For protests to County Auditor or the Commissioners Court, a copy of the Purchasing Department's written decision on the protest.

Review Process – 1. Upon receipt of a vendor protest, the Purchasing Department shall postpone further steps in the acquisition process until the vendor protest has been resolved. 2. The Department's internal protest review procedures consist of the following: a) The Purchasing Department shall perform an objective review of the protest by individuals not involved in the acquisition protested. The review shall be based on the written protest material submitted by the vendor. b) A written decision will be delivered to the vendor within five business days after receipt of the protest, unless more time is needed. The protesting vendor shall be notified if additional time is necessary.

County Auditor Review Process - 1. The vendor may protest to County Auditor in writing within five business days after the vendor has received notification of the agency decision. 2. County Auditor shall consider all the available facts and issue a decision in writing within five business days after receipt of the protest, unless more time is needed. The protesting vendor shall be notified if additional time is necessary. The County Auditor's decision constitutes the final step of the protest process, except protests which may be reviewed by the Comissioners Court. County Auditor may choose to convene a Protest Review Board (Board). The Board shall be advisory to the County Auditor and its scope of review shall be limited to procedural issues raised by the protesting vendor.

Final Determination - The final determination shall 1. Find the protest lacking in merit and uphold the agency's action; or 2. Find only technical or harmless errors in the agency's acquisition process conduct, determine the agency to be in substantial compliance, and reject the protest; or 3. Find merit in the protest and provide the agency options which may include a) Correct its errors and reevaluate all bids, and/or b)Reissue the vendor solicitation document; or c) Make other findings and determine other courses of action as appropriate.

Commissioners Court Review Process - Protests to the Commissioners Court may be made only for Commissioners Court approved acquisitions, and only after review by County Auditor. Protests of the decisions of County Auditor shall be made by letter to the County Judge, Commissioners Court, who may establish procedures to resolve the protest. Protests shall be received by the County Judge, Commissioners Court, within five business days after the decision of County Auditor in order to be considered. The resulting decision is final, with no further administrative appeal available.

FISCAL FUNDING: A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the offeror from the using department without penalty of any kind or form to Cameron County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the offeror.

GRATUITIES AND PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS: Any elected or appointed official who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the County, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body is also required to file, and do file similar affidavits, than the member is not required to abstain from further participation. Attached and included is a disclosure of all of this Company's business or pecuniary financial relationships with officers or employees of Cameron County or County entities (if any such relationships exists) must be attached and included with Bid submitted. The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of Cameron County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision , Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities. Consistent and continued tie bidding could cause rejection of bids by the County and/or investigation for Anti-Trust violations. Bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION : If Bidder is a Certified Historically Underutilized Business (HUB), please include a copy of your HUB Certificate with your Bid. This information will assist Cameron County in the percentage tracking of HUB utilization.

LOCAL BIDDER'S PRINCIPAL PLACE OF BUSINESS - 3% PREFERENCE: (consideration of location) The County Commissioner's Court may award to the lowest bidder or the bidder whose principal place of business is within Cameron County if the Commissioner's Court determines, in writing, that the local bidder offers the County the best combination of contract price and additional economic development opportunities for Cameron County

created by the contract award, including the employment of residents of Cameron County and increased tax revenues to Cameron County. This option exists only within 3% pricing of the lowest bid price. In order to provide the County Commissioner's Court adequate information for assisting in considering this option, the bidder should submit with each bid the following information for Commissioner's Court review with all information requested to be detailed and $$$ current quantifiable numeric data. 1. Where is your principal place of business (ie: Corporate Headquarters) City, County, State, Signature of Bidder, Title, Date? Along with this information, submit information with responses to the following questions. 2. Why and how bidder believes that the local bidder offers the County additional economic development opportunities for Cameron County created by the contract award? 3. How will award to local bidder benefit the employment of residents of Cameron County? 4. How many employees does bidder employ within Cameron County and how many employees are affected financially by award/purchase? 5. How will award to local bidder increased tax revenues to Cameron County? This information should be provided and updated with each bid submitted to the County. If bidder is local and within 3% of the lowest bid, this information will be submitted to Commissioner's Court along with tabulation sheet. There has been no mandatory requirement or Policy established by Commissioners Court which requires submitting answers to these questions or attending Commissioners Court meetings for the awarding of bids relative to 3% local preference, however individual Commissioners may or may not have preferences (relative to these issues) when making their decision. This paragraph will be revised upon policy change made by Commissioners Court.

MAINTENANCE: Maintenance required for equipment bid should be available in Cameron County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If Cameron County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

MATERIAL SAFETY DATA SHEETS: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", an offeror must provide to the County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the offeror to furnish this documentation will be cause to reject any bid applying thereto.

NAME BRANDS: Specifications may reference name brands and model numbers. It is not the intent of Cameron County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Cameron County shall act as sole judge in determining equality and acceptability of products offered.

PRICING: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. **Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the contract.** All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, offeror MUST indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

RECYCLED MATERIALS: Cameron County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. County will be the sole judge in determining product preference application.

SCANNED RE-TYPED RESPONSE – FLOPPY DISK: If in its bid response, offeror either electronically scans, re-types, or in some way reproduces the County's published bid package, then in event of any conflict between the terms and provisions of the County's published bid specifications, or any portion thereof, and the terms and provisions of the bid response made by offeror, the County's bid specifications **as published** shall control. Furthermore, if an alteration of any kind to the County's published bid specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

FLOPPY DISK: If offeror obtained the bid specifications on a floppy disk in order to prepare a response, **the bid must be submitted in hard copy** according to the instructions contained in this bid package. If, in its bid response, offeror makes any changes whatsoever to the County's published bid specifications, the County's bid specifications **as published** shall control. Furthermore, if an alteration of any kind to the County's published bid specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

SILENCE OF SPECIFICATIONS: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid. **Substitute items will not be accepted unless approved (in advance) .**

SUPPLEMENTAL MATERIALS: Offerors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

TITLE TRANSFER: Title and Risk of Loss of goods shall not pass to Cameron Count until Cameron County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Offerors are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this bid package and/or on the Purchase Order as a "Deliver To:" address.

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

WARRANTY PRICE: (a) The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. (b) The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee. Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the bid. Offerors may not limit or exclude any implied warranties. Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Cameron County may return the product for correction or replacement at the offeror's expense. If offeror fails to make the appropriate correction within a reasonable time, Cameron County may correct at the offeror's expense.

WARRANTY PRODUCTS: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

SAFETY WARRANTY: Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at Seller's expense. Have you attached the required warranty information to the bid (if applicable)? Yes, No.

APPLICABLE LAW

This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning "the Uniform Commercial Code" as adopted in the State of Texas as effective and in force on the date of this agreement.

ASSIGNMENT DELEGATION: No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph. Any contract entered into pursuant to this request is not assignable, nor the duties thereunder, by either party, without the written consent of the other party in the contract County Judge and County Auditor.

CONTRACT OBLIGATION: Cameron County Commissioners Court must award the contract and the County Judge or other person authorized by the Cameron County must sign the contract before it becomes binding on Cameron County or the offerors. Department heads are NOT authorized to sign agreements for Cameron County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly, or in part, to carry out its obligations under this agreement, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely with the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgement of the party having the difficulty.

HOLD HARMLESS AGREEMENT: Contractor, the successful offeror, shall indemnify and hold Cameron County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

INFRINGEMENTS: There will be no warranty by buyer against infringements. As part of this contract for sales, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing within two (2) weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will hold Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void, except that Buyer will pay Seller the reasonable cost of his/her search as to infringement. The contractor agrees to protect the County from claims involving infringement of patents or copyrights.

INTERPRETATION PAROLE EVIDENCE: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement, even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to Control.

MODIFICATIONS: This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

O.S.H.A: Offeror must meet all Federal and State OSHA requirements.

RIGHT TO ASSURANCE: Whenever one (1) party to this contract in good faith has reason to question the other party's intent to perform, he/she may demand that the other party give written assurance of their intent to perform. In the event that a demand is made, and no assurance is given within five (5) days the demanding party may treat this failure as an anticipatory repudiation of the contract.

SEVERABILITY: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

VENUE: Both parties agree that venue for any litigation arising from this contract shall lie in Cameron County, Texas.

WAIVER OF SUBROGATION: Offeror and offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Cameron County as an indirect party to any suit arising out of personal or property damages resulting from offeror's performance under this agreement. No claim or right arising out of a breach of this contract can be discharged in whole, or in part, by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing, signed by the aggrieved.

PROJECT DOCUMENT
FOR THE ASBESTOS REMOVAL AND DISPOSAL
AT THE FORMER LEVI STRAUSS BUILDING

David Gomez
Cameron County
Engineering Department
2685 North Coria Street, Suite 2
Brownsville, TX 78520
CRRC Project No. 10-04-1175

November 30, 2004

Prepared by:

Chemical Response & Remediation Contractors, Inc.
P.O. Box 2686
Harlingen, TX 78551
(956) 365-4252

David A. Hanawa
TDSHS Licensed Asbestos Consultant
(TDSHS N0. 10-5367)

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APPENDICES

Appendix A - Asbestos Abatement Scope of Work.

FIGURES

Figure 1 – Cafeteria and South Restrooms
Figure 2 – Lobby, Reception, North Restrooms and Rooms 1, 3, 4 and 5

ASBESTOS ABATEMENT PROJECT DOCUMENT

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK:

A. General: This section includes all work necessary to deduce air concentrations of asbestos to the specified level and maintain the specified asbestos control limits during the life of the contract. It also includes removal, containment, and disposal of asbestos-containing materials (ACM).

No replacement of these materials will be conducted.

The scope of work covers the removal and disposal of ACM and is presented in Appendix A.

NOTES TO SCOPE OF WORK:

1. The Abatement Contractor shall carefully inspect areas listed above; arrive at estimates of ACM to be removed; and determine the "work area" site conditions accessibility, "prepping" area requirements, access routes to the facility.

2. The Abatement Contractor shall be restricted to designated portions of the building and shall keep all equipment, vehicles and portable structures necessary confined to these designated areas.

3. It is the Abatement Contractor's responsibility to leave the areas indicated in paragraph "Work Area" free of identified asbestos material.

4. The Abatement Contractor shall submit with his bid the Scope of Work to remove the items in Appendix "A", based on his site survey. Each sub-item listed in Appendix "A" shall be addressed to insure that the Abatement Contractor has seen them all.

5. The Abatement Contractor may have access to the work area during daylight hours. Contractor work schedules would have to be coordinated with the Owner and would be subject to his approval.

6. The building will be unoccupied during all of the abatement procedures.

7. Owner will provide electrical power and water on-site.

B. Related Work Specified in Other Sections: No other sections specified.

1.2 QUALITY ASSURANCE:

A. Contractor Qualifications: The Asbestos Abatement Contractor shall be a firm of established reputation (or if newly organized, whose personnel have previously established a reputation in the same field), which is regularly engaged in, and which maintains a regular force of workmen skilled in asbestos abatement, and shall have performed this work on previous projects.

Newly formed/organized abatement contractors must provide the same amount of documentation as established contractors. They are not exempt from any "Punch List" submittal requirements. They too need to demonstrate a proficiency and knowledge based on both experience and training. This is especially true of the Superintendents they plan on using for this project.

B. Laboratory Qualifications: Owner shall provide a Laboratory regularly engaged in asbestos testing, and personnel used for monitoring airborne concentrations of asbestos fibers shall be proficient in this field and licensed by the Texas Department of State Health Services (TDSHS).

C. Asbestos Control Limits:

1. Inside Asbestos Work Area: Air concentrations of asbestos should not exceed an 8-hour time weighted average of 0.01 fibers (longer than 5 micrometers) per cubic centimeter (f/cc) of air and the Short Term Exposure Limit (STEL) shall not exceed 1.0 f/cc (longer than 5 micrometers) for any 30 minute period.

2. Outside Asbestos Work Area: Air concentrations of asbestos shall be maintained at 8-hour time weighted average below 0.01 fiber (longer than 5 micrometers) per cubic centimeter of air. This applies to all areas in the building except for the asbestos work area while work is in progress, and to the former area, after final cleanup.

a. In cased where the "outside work are" levels are not 0.01 f/cc, the "baseline" levels of those areas shall become the new control limits for "during" and "final clearance" levels. The contractor must make sure that the outside work area air concentration levels never exceed the outside work area "baseline" levels.

1.3 REFERENCES:

A. American National Standards Institute (ANSI) Publication:

1. Z9.2-79, Fundamental Governing the Design and Operation of Local Exhaust Systems.

2. Z88.2-80, Practices for Respiratory Protection.

B. American Society for Testing and Materials (ASTM) Publication:

1. E 849-82, Safety and Health Requirements Relating to Occupational Exposure to Asbestos.

C. Code of Federal Regulations (CFR):

1. 29 CFR 1910.1101, Occupational Safety and Health Act (OSHA).

2. 29 CFR 1910.20, Subpart C. General Safety and Health Provisions

3. 34 CFR, Part 231, Appendix C, Procedures for Containing and Removing Building Materials Containing Asbestos.

4. 40 CFR 61, Subparts A and B: U.S. Environmental Protection Agency Regulations for Asbestos.

5. 29 CFR 1910.134, OSHA Respirator Requirements.

6. 29 CFR 1910.145, Specifications for Accident Prevention Signs and Tags.

7. 29 CFR 1926.58, Occupational Safety and Health Act (OSHA) (Construction)

8. 40 CFR 61, Subpart M, National Emissions Standards for Air Pollutants (NESHAPS), Emissions and Notification Requirements.

9. 40 CFR, Part 61.241, Guidelines for Land Disposal of Solid Waste.

10. 40 CFR 61.257, Classification of Solid Waste Disposal Facilities and Practices.

11. 40 CFR 260-265, U.S. Environmental Protection Agency Regulations Implementing the Resource Conservation and Recovery Act (RCRA).

D. State and Local Regulations:

1. 25 TAC Part 289.141-289.156 (Texas Civil Statutes, Article 4477-3a, Asbestos Exposure Abatement in Public Buildings) administered by the Texas Department of State Health Services (TDSHS).

2. Texas Administrative Code (TAC) Title 25 TAC 325.136(b)(6-7), Municipal Solid Waste Management Regulations administered by the Texas Commission on Environmental Quality (TCEQ).

1.4 POST JOB SUBMITTALS:

A. Contractor License:

Contractor shall submit copies of the TDH Asbestos Abatement Contractor License information.

B. Supervisor and Worker License:

Contractor shall submit copies of the TDH Asbestos Supervisor License and workers information.

C. Insurance:

Contractor shall submit copies of the Certificate of Insurance previously submitted with showing the owner as the certificate holder.

D. Project Logs

1. Copies of the daily project logs with descriptions of the work activities for this project shall be submitted.

2. Copies of the containment logs for this project shall be submitted.

F. Waste Disposal Site Records (Asbestos Waste Manifests)

1. Submit name, address and TNRCC permit number of the approved disposal site. The abatement contractor shall furnish a copy of the transporter manifests and receipt from the disposal site operator showing when and where the ACM was received. Submit the original white copy of the waste manifest within four weeks after the abatement project has been completed. The green (initial generator) copy shall be give to the owner at the time he/she/ signs it.

1.5 CONTRACTOR RESPONSIBILITY

The Contractor shall assume full responsibility and liability for compliance with all applicable Federal, State, and local regulations pertaining to the protection of workers and visitors to the site. The Contractor is responsible for providing medical examinations and maintaining medical records of personnel as required by the applicable Federal, State and local regulations, and shall hold the owner harmless for failure to comply with any applicable safety or health regulation on the part of himself, his employees, and/or his subcontractors.

1.6 PROJECT/SITE CONDITIONS

A. Means of Egress: Establish and maintain emergency and fire exits from the work area.

B. Use of Existing Facilities:

1. The owner will provide water and electrical service to the Contractor. Special electrical hook-ups will be the Contractor's responsibility.

2. The Abatement Contractor's personnel may not use the building's restrooms in the work area.

3. ACM waste must be double bagged prior to their transport. This transport must only be accomplished during hours when the building occupancy is minimal.

   Each double bagged ACM waste must contain identification regarding:

   a. Source of waste (name & address of building)
   b. Owner of waste (name & address)
   c. Abatement Contractor (name & address)
   d. Date of loading
   e. Other pertinent information

C. Maintenance of Existing Equipment

There is no equipment to be maintained during the abatement project.

D. Environmental Conditions to be Maintained:

1. Inside Asbestos Work Area: Air concentrations of asbestos Permissible Exposure Limits, (i.e. PEL's) shall not exceed an 8 hour time weighted average of 0.01 fibers (longer that 5 micrometers) per cubic centimeter (f/cc) of air and the STEL shall not exceed 1.0 f/cc (longer than 5 micrometers) for any 30 minute period.

2. Outside Asbestos Work Area: Air concentrations of asbestos shall be maintained at an 8 hour time weighted average below 0.01 f/cc (longer than 5 micrometers) of air. This applies to all areas in the building except for the asbestos work area while work is in progress and after final cleanup and clearance.

   In cases where the "outside work area" levels are not 0.01 f/cc, the "baseline" levels of those areas shall become the new control limits for "during" and outside work area "final clearance" levels. The Contractor must make sure that the outside work area air concentrations levels never exceed the outside work are "baseline" levels.

E. Access to Work Area: Access to the work area shall be through the worker decontamination enclosure system. The following shall have access to work area: EPA, OSHA and TDH inspectors and the Owner's Representatives shall be the only non-asbestos specialist personnel who shall be permitted access while abatement work is in progress. These personnel will be required to wear the protective equipment required for entry into the containment area.

1.7 SEQUENCING/SCHEDULING:

A. Asbestos Abatement Contractor Work Hours: The Abatement Contractor will have access to the work areas during daylight hours.

B. Asbestos Abatement Phasing:

1. The overall asbestos abatement project is to be accomplished with the total time allotted for the project. The time for asbestos removal will be determined between the Abatement Contractor and the Owner.

2. Appendix B presents a partial list and possible sequence of tasks which need to be performed during the "prepping" and "removal" for both work areas of the overall abatement project.

3. In that the entire project schedule must be performed within a tight schedule, it is imperative that the abatement portions be completed in a timely manner. The liquidated damages which will be imposed, if any, to the project will be determined a the Pre-Construction meeting.

1.8 PERSONNEL PROTECTION AND PROCEDURES:

Work clothing shall consist of disposable coverall and head covers, protective covers for boots or sneakers, and respiratory protective equipment as required by OSHA regulations. Contractor will provide eye protection and hard hats for visitors.

PART 2 - PRODUCTS

2.1 EQUIPMENT, including protective clothing and respirators, used in the execution of this contract and provided to visitors to the site, shall comply with ASTM E 849 and with the applicable Federal, State, and local regulations. Equipment used must meet the current OSHA requirements.

2.2 ENCAPSULATING SEALANT MATERIALS: Encapsulating materials (sealants) shall meet the latest requirements of the Environmental Protection Agency (EPA) and shall pass the following characteristics.

A. Adherence. The sealant eliminates fiber dispersability adhering to the fibrous substrate with sufficient penetration to prevent separation of the sealant from the sprayed asbestos material.

B. Impact Penetration. It withstands most impact and penetration and still protects the enclosed sprayed asbestos material. It shall not cause separation of sprayed asbestos material from the substrate on which it is sprayed.

C. Flexibility. It possesses enough flexibility to accommodate atmospheric changes and settling of the structure over time.

D. Resistance to Smoke and Flame. It shall have high flame retardant characteristics and a low toxic fume and smoke emission rating.

E. Ease of Application. It must be easily applied with relative insensitivity to errors in preparation or application. Ease of repair by routine maintenance personnel is desirable.

F. Toxicity. The sealant must be neither noxious nor toxic to application workers and structure users thereafter.

G. Permeability. It should have some permeability to water vapor to prevent condensation accumulation and resistance to solution by common cleaning agents.

H. Stability. It should have suitable stability to weathering and aging.

2.3 WETTING MATERIALS

For wetting prior to disturbance of asbestos-containing materials use either amended water of a removal encapsulant.

A. Amended Water: Provide water to which a surfactant has been added. Use a mixture of surfactant and water which results in, wetting of the asbestos containing material and retardation of fiber release during disturbance of the material.

B. Removal Encapsulant: Provide a penetrating type encapsulant designed specifically for removal of asbestos containing material. Use a material which results in wetting of the asbestos containing material and retardation of fiber release during disturbance of the material equal to or greater than that provided by water amended with one ounce of surfactant consisting of 50% polyoxyethylene ester and 50% polyoxyethylene ether mixed with five gallons of water.

PART 3 - EXECUTION

3.1 PREPARATION: The Asbestos Contractor will:

A. Isolate the work area for the duration of the work

B. Post warning signs and labels as required by 29 CFR 1926.58, ASTM E 849, and as directed by the Owner.

C. If asbestos containing material (ACM) is to be removed or encapsulated, it must be within a regulated area.

D. Only licensed persons, responding emergency personnel (police, fire, EMS, etc.) specialists required for assistance as determined by the consultant, or governmental inspectors may enter the regulated areas.

3.2 GENERAL WORK PROCEDURE:

A. General Procedures: perform all asbestos related work and comply with the general safety and health provisions in conformance with 29 CFR 1926.58 and 29 CFR 1910.1101, respectively. For asbestos abatement work, use general work practices, work practices for removal, and work practices for encapsulation a specified in 34 CFR Part 231, ASTM E 849, and other appropriate work procedures approved by the Environmental Protection Agency (EPA) and the TDSHS Texas Asbestos Health Protection Rules.

B. Coordination of Work of all Trades: Coordinate the work of all trades to assure that their work is performed in accordance with the applicable regulations and that the asbestos control limits are maintained at all times at the asbestos work area.

3.3 ABATEMENT PRACTICES AND PROCEDURES:

A. **Critical Barriers.** Regulated areas within which asbestos abatement is to be conducted shall be separated from adjacent areas by impermeable barriers such as plastic sheeting attached securely in place. All openings between containment areas and adjacent areas, including but not limited to windows, doorways, elevator openings, corridor entrances, ventilation openings, drains, ducts, grills, grates, diffusers and skylights, shall be sealed. All penetrations that could permit air infiltration or air leaks through the barrier shall be sealed, with exceptions of the make-up air provisions and the means of entry and exit.

B. **Movable Objects.** All moveable objects shall be removed from the containment area. Cleaning of contaminated items shall be preformed if the items are to be salvaged or reused. Otherwise, they shall be properly disposed of as asbestos waste. All non-movable objects that remain in the containment area shall be covered with a minimum of four-mil plastic sheeting, secured in place.

C. **Floor and wall preparation.** Floor sheeting shall completely cover all floor surfaces and consist of a minimum of one layer of sheeting with at least a dart impact of 270 grams and a tear resistance of machine direction (M.D.) 512 grams and transverse direction (T.D.) of 2067 grams or at least six-mil true thickness. Floor sheeting shall extend up sidewalls at least 12 inches and be sized to minimize the number of seams. No seams shall be located at wall-to-floor joints. Sealing of all floor penetrations against water leakage is mandatory. Wall sheeting shall completely cover all wall surfaces and

consist of a minimum of two layers of four-mil sheeting. Wall sheeting shall be installed so as to minimize joints and shall extend beyond wall/floor joints at least 12 inches. No seams shall be located at wall-to-wall joints. Where a fire hazard exists, all plastic sheeting will be certified by the Underwriters Laboratory (UL) as being fire retardant. Where feasible, when containment walls which exceed 260 linear feet must be constructed, a viewing window will be included in the wall for each 260 linear feet or fraction of that distance which will permit the viewing of at least 51% of the abatement work area. The window shall be constructed of plexiglass which means approximately 18 inches by 18 inches. The bottom of the window will be a reasonable viewing height from the outside floor.

D. **Decontamination System.** A worker decontamination enclosure system in the regulated area shall be used consisting of a clean room, shower room, and equipment room, each separated from the other and from the containment area by airlocks accessible through doorways. Except for the doorways and the make-up air provisions for the enclosure, the worker decontamination system shall be sealed against leakage of air. All personnel must exit the containment through the shower before entering the clean room. No asbestos-contaminated individuals or items shall enter the clean room.

E. **Heating, ventilation and air conditioning system (HVAC).** All HVAC equipment in or passing through the work area shall be shut down, and preventative measures taken to prevent accidental start-ups. All intake and exhaust openings and any seams in system components shall be sealed with at least six-mil sheeting and/or tape. All old filters shall be disposed of as asbestos waste.

F. **Warning Signs.** Danger signs in accordance with 29 CFR §1926.1101, shall be displayed, in both the Spanish and English languages, at all entrances to regulated areas, and on the outside of critical barriers.

G. **High-efficiency particulate air (HEPA) cleaning.** Except with prior written approval from the department, cleaning procedures shall use wet methods and HEPA vacuuming.

H. **Containment-area ventilation.** Units with HEPA filtration, and in sufficient number to provide a negative pressure of at least 0.02 inches of water column differential between the containment and outside, as measured by manometric measurements, and a minimum of four containment air changes per hour, shall be operated continuously for the duration of the project. The duration of the asbestos abatement project for the purpose of this requirement shall be considered from the time a regulated area is established through the time acceptable final clearance air-monitoring results are obtained in accordance with §295.58(i)(3) of this title relating to Operations: General Requirements for Public Buildings. These units shall exhaust filtered air to the outside of the building wherever technically feasible.

I. **Requirements for removal.** The requirements for removing ACBM are that:

1. All ACBM shall be adequately wetted prior to removal or other handling; material to be bagged will be marked per the applicable Occupational Safety and Health Administration (OSHA) and the National Emission Standards for Hazardous Air Pollutants (NESHAP) regulations and doubled bagged with true 6 mil thickness or may be placed in a bag that meets the following criteria: tear resistant of M.D. 300 grams, T.D. 2,068 grams, and dart impact of 216 grams. Documentation from the manufacturer shall be on site. In order to double bag the asbestos waste the inner bag must be no more than half full, excess air must be squeezed out, the top twisted

closed, folded over, sealed with duct tape, rinsed off or HEPA vacuumed to remove asbestos contamination, and placed inside another bag (or in a fiberboard drum). If an outer bag is used excess air must be squeezed out and the outer bag twisted closed, the top folded over and sealed with duct tape. If a fiberboard drum is used, the top must be sealed. Any bagging shall not allow leakage nor breakage due to overfilling;

2. asbestos covered components that are going to be removed from the building may either be stripped in place and cleaned (and pass a visual inspection by the consultant), or the ACBM may be adequately wetted and the entire component wrapped in two layers of six-mil plastic or a single layer of plastic with a tear resistance of no less than M.D. 512 grams, T.D. of 2,068 grams, and a dart impact of no less than 297 grams as measured using ASTM methods D1709, D1922, and D882, labeled and sealed, providing that:

   a. components such as sections of metal lath that cannot be safely lowered to the floor shall be stripped in place;

   b. any component that cannot be lowered or handled without presenting an excessive fiber release or safety hazard shall be stripped in place;

   c. sharp edges of components shall be protected to preclude tearing the plastic wrapping and causing injury; and

3. ACBM shall be removed in small sections and containerized while wet. At no time shall material be allowed to accumulate on the floor or become dry. Structural components and piping shall be adequately wetted prior to wrapping in plastic sheeting for disposal;

4. proper temporary storage of asbestos containing waste material shall be provided (e.g. a roll-off box, dumpster or storage room lined with plastic sheeting). Final disposal of asbestos containing waste material shall be within 30 days of project completion or when receiving container is full, whichever is sooner.

J. **Requirements for the encapsulation of ACM.**

1. Prior to encapsulation, loose and hanging ACM shall be removed.

2. Filler material applied to gaps in existing material must contain no asbestos, shall adhere well to the substrate and shall provide an adequate base for the encapsulating agent.

3. Encapsulant shall be applied using only airless spray equipment with the nozzle pressure and tip size according to the manufacturer's recommendations.

4. Encapsulated materials shall be specifically designated by signs, labels, color coding or some other mechanism to warn individuals who may in the future be required to disturb the material.

K. Requirements for enclosure of ACM.

1. Acceptable enclosure shall be airtight and of permanent construction, so that the area behind them is inaccessible.

2. All areas of ACM shall be wetted if they are to be disturbed during the installation of hangers, brackets, or other portions of the enclosure.

3. Prior to enclosure, loose and hanging ACM shall be removed.

4. Filler material applied to gaps in existing materials shall contain no asbestos, and shall adhere well to substrate.

5. Enclosures for ACM shall be specifically designated by signs, labels, color coding or some other mechanism to warn individuals who may in the future be required to disturb the material

L. **Safety Requirements.** The following safety requirements shall be in effect for an abatement project:

1. Fire safety. At least one fire extinguisher with a minimum National Fire Protection Association rating of 10BC (dry chemical) shall be placed within each abatement project containment for every 1,000 square feet or fraction ,of containment area.

2. Electrical safety. Ground-fault circuit interrupter (GFCI) units shall be installed on all electrical circuits used within the regulated and containment areas.

3. Air monitoring. Air monitoring shall include personal samples according to 40 CFR Part 763, Subpart G or 29 CFR §1926.1101, base line sampling, area sampling, and clearance sampling according to §295.58(i) of this title.

3.4 WASTE CONTAINER PASS-OUT AIRLOCK: Waste may not be removed through the personal decontamination unit.

3.5 WORKPLACE ENTRY AND EXIT PROCEDURES:

A. Personnel entry and exit:

1. All personnel who enter the work area must sign the entry log, located in on site.

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

B. Waste container pass-out procedures:

1. Asbestos contaminated waste that has been containerized shall be placed in dumpsters.

C. Removing asbestos waste from the work area.

1. The following steps will be taken to remove asbestos waste:

a. Workers in the work area will prepare the bags of waste material. by wet wiping and the seal the ends of the concrete blocks with two layers of 6 mil poly and duct tape.

b. Workers will transport them to the dumpster for transportation to the disposal site.

3.6 FIELD QUALITY CONTROL:

A. Monitoring: Monitoring of airborne concentrations of asbestos shall be in accordance with 29 CFR 1926.58 and ASTM E 849. Monitor the airborne concentration of asbestos before starting work to obtain a baseline fiber concentration in the affected areas. Collect personnel samples on 25% of the asbestos workers for the first 8 hour period of each different asbestos procedure to determine their first concentration exposure level. Base subsequent respiratory protection on this data.

B. Site Inspection: While performing asbestos abatement work, the Contractor shall be subject to on site inspection by the Owner and agency officials. Work shall also be subject to inspection by OSHA, EPA and TDH inspectors and/or local building or health officials. If found to be in violation of 29 CFR 1926.58 or this Specification, the Contractor shall cease all work immediately and any corrections to the violation shall be at the Contractor's expense. A minimum of two complete sets of equipment (such as respirators and disposable clothing) required for entry to the asbestos control area. Such requests will only be made during working hours.

3.7 CLEAN-UP AND DISPOSAL:

A. Permits and Notifications: Secure necessary permits in conjunction with asbestos removal, hauling and disposition and provide timely notification of such actions, as may be required by federal, state, regional, and local authorities. Notify the Regional Office of the TDSHS and provide copies prior to the commencement of the work. Provide notification in accordance with 40 CFR 61.22(d)(1).

B. Housekeeping: Essential parts of an asbestos dust control are housekeeping and clean-up procedures. The blowing down of the material with compressed air is forbidden. Post appropriate asbestos hazard warning signs. In all possible instances workmen shall cleanup their own areas. Equip personnel engaged in cleaning up asbestos scrap and waste with necessary respiratory equipment and protective clothing.

C. Disposal of Asbestos: Collect and dispose of asbestos waste, scrap, debris, bags, containers, equipment, and asbestos-contaminated clothing which may produce airborne concentrations of asbestos fibers in sealed impermeable bags. Prior to placing in bags, or containers, wet down asbestos wastes to reduce airborne concentrations. Waste asbestos material shall be disposed of in accordance with all Federal regulations implementing the intent of the Resource Conservation and Recovery Act (40 CFR 260-265) at an EPA approved sanitary landfill. The small quantity exclusion of the regulations shall not apply to disposal of waste asbestos materials. Establish a temporary holding area approved by the Owner for properly packaged asbestos waste.

D. Final Cleanup and Removal of Enclosure: The Owner or his designated representative will inspect the work area prior to decontamination and removal of enclosure. Clean work area in accordance with EPA approved methods, then air sampling for clearance purposes will be conducted. Samples will be collected in sufficient numbers to be

representative of the ambient air concentration throughout the work area. Analysis will be accomplished by Phase Contrast Microscopy (PCM). Repeat the process until the 8 hour TWA fiber concentration is less than 0.01 f/cc for each sample or the level recommended by EPA. If all of the concentrations are still below the above described levels, the area is considered to have passed Final Clearance by the Owner or a designated representative.

PART 4 - ASBESTOS RELATED ADDITIONAL NOTES

4.1 AIR MONITORING TECHNICIAN

A. The Owner shall retain an Independent Test Laboratory Air Monitoring Technician to either (a) be on-site during the removal operation periods, or (b) be available a certified test laboratory which is close enough travel-wise to permit obtaining timely analyses of all air monitoring samples, and timely clearances of work areas and areas adjacent to work areas.

B. The Independent Test Laboratory technician shall take all air samples for this project.

C. Air Sampling Requirements:

1. There are four categories of air monitoring samples:

a. Work area prior to removal.
b. Personnel samples during removal.
c. Work area during removal.
d. Work area samples after removal to accomplish final clearance of each work area.

D. Sampling Protocol:

1. Personal Sampling:

a. Contractor performing asbestos removal shall sample employees actually removing asbestos. Sampling shall begin when there is any contact with the asbestos-containing material. Sampling shall follow 29 CFR 1925.28 requirements that at least 25% of the workers doing a particular job should be sampled.

b. Personal sampling must be conducted using the methods outlined in the 29 CFR 1926.58 standard and must use Occupational Safety and Health recommended (ORM) method.

c. Personal sampling pumps must be calibrated before and after each days use and calibration recorded in log book. Acceptable calibration methods are bubble tube or precision rotometer which has been calibrated within the past three months.

d. Personal sampling pumps must be battery operated and must be able to run for at least eight hours with pressure drops associated with sampling filters and at acceptable flow rates.

e. Samples must be taken in the breathing zone of the employee, i.e., clipped to employees disposable clothing at the neck.

2. Work Area Sampling:

a. Area samples must be conducted using the NIOSH 7400 method. Flow rates may be increased to a maximum of 15.5 liters per minute (1pm) in order to achieve proper detection limits.

b. Area sampling pumps must be calibrated before and after each days use and information recorded on sampling form. Acceptable calibration methods are bubble tube or precision rotometer which has been calibrated within the past three months.

c. Area samples shall be taken as needed as long as asbestos removal work is in progress.

(1) Samples shall be taken adjacent to the work area(s) before any removal operations begin to establish a baseline for exposure level.

(2) Samples shall be taken adjacent the work area(s) during all removal operations to establish the levels (a) to which the Contractor's workers are being exposed, and (b) to which the adjacent work areas are being exposed.

d. These samples need to be taken and analyzed by the qualified air monitoring technician within twenty-four (24) hours after completing the sample collection.

e. The results of these analyses will show whether the various personnel and area levels are within the prescribed control limits.

f. The results of these analyses will also confirm that the levels adjacent to the work area(s) have not increased during the course of the asbestos abatement project.

3. Work Area Clearance Sampling:

a. Samples shall be taken at the completion of removal operations (i.e. Final Clearance Monitoring) in each separate work area.

(1) The results of these analyses will determine the suitability of the work area for re-occupancy by non-asbestos contractor personnel following the removal operation. All air sample results will be 0.01 f/cc or less for clearance.

(2) If a particular area or area adjacent to work area does not meet this requirement the clean-up process and retesting shall be repeated until it does meet the final clearance requirements.

I. All air-monitoring samples shall be analyzed by the air monitoring technician immediately on site, after the completion of the sample collections.

j. The Independent Test Laboratory shall certify in their test reports that all air monitoring equipment used for this project was in proper calibration during the project.

E. Sample Analysis:

1. Method of analysis:

a. Samples will be analyzed in accordance to NIOSH 7400 Method.

b. It is not anticipated that any bulk samples will need to be analyzed by the Contractor. If required, bulk samples will be analyzed by PLM with dispersion staining or x-ray diffraction, but only if required and authorized by the Owner in writing.

2. Cost of Analysis

All air monitoring samples taken by the Contractor will be at his expense.

3. Laboratories:

Only Owner approved laboratories may be used. These laboratories will use NIOSH, EPA, OSHA, ASTM and TDH accepted analytical methods. Any deviation from this policy must be approved in writing by the Owner after a detailed review of the plan.

G. Air Monitoring Reports

1. During the abatement the air monitoring technician shall provide a copy of all air monitoring results to the Owner as the abatement proceeds.

2. At the completion of the abatement (i.e. after final clearance have all been achieved), the Test Laboratory shall prepare and submit to the Owner of the summary test report on laboratory letterhead paper. This report shall be submitted within two weeks after the completion of the asbestos abatements portion of the project.

4.2 PROJECT RELATED ASBESTOS MATERIALS:

Asbestos abatement Contractor shall insure that there is no project-related asbestos containing material (ACM) left in any of the work area(s) at the completion of the asbestos abatement portion of the project.

APPENDIX A
ASBESTOS ABATEMENT
SCOPE OF WORK

The following approximate quantities are provided to help the Asbestos Abatement Contractor to get a better assessment of the asbestos containing material (ACM) to be affected. The Owner will be responsible for the notification fees.

Location: Former Levi Strauss Building, 2400 Expressway 83 West, San Benito, TX 78586

BASE SCOPE OF WORK

A total of approximately 4,506 square feet of floor tile mastic and approximately 435 linear feet of HVAC duct mastic is to be removed under 2 containment areas and 4 regulated areas. The project approach is presented below.

CONTAINMENT 1

Floor Tile and Mastic (Figure 1 – Cafeteria)

Install critical barriers on all openings of a minimum of one layer of 6 mil poly and two layers of minimum 4 mil poly splash guard installed from the floor to 3 feet high. Install 3 HEPA filtered negative air machine in work area and exhaust away from work area. Establish 0.2 inches of water negative pressure containment. Approximately 3,240 square feet of non-friable floor tile mastic is to be removed by manual and wet methods. Use a low VOC mastic remover. Double bag with 6 mil poly and dispose properly at a permitted landfill.

Minimum PPE is half-faced respirators, gloves, boots and disposable suits.

CONTAINMENT 2

Floor Tile and Mastic (Figure 2 – Lobby, Reception, Rooms 1 & 3)

Install critical barriers on all openings of a minimum of one layer of 6 mil poly and two layers of minimum 4 mil poly splash guard installed from the floor to 3 feet high. Install HEPA filtered negative air machine in work area and exhaust away from work area. Establish 0.2 inches of water negative pressure containment. Approximately 1,266 square feet of non-friable floor tile mastic is to be removed by manual and wet methods. Use a low VOC mastic remover. Double bag with 6 mil poly and dispose properly at a permitted landfill.

Minimum PPE is half-faced respirators, gloves, boots and disposable suits.

REGULATED AREA 1

HVAC Duct Mastic (Figure 1 – Cafeteria)

Install critical barriers on all openings of a minimum of one layer of 6 mil poly. Install 6 mil poly under work area. Install HEPA filtered negative air machine in work area and exhaust away from work area. Spray glue 6 mil poly to the duct insulation as an outer covering. Cut the insulation into manageable section. Peel

David A. Hanawa 11/30/04
David A. Hanawa Date
(TDSHS License No. 10-5367)

insulation covering and place into 6 mil bags. Approximately 72 linear feet of non-friable HVAC duct mastic located on 2 foot by 2 foot metal duct are to be removed by manual and wet methods. Double bag with 6 mil poly and dispose properly at a permitted landfill.

Minimum PPE is half-faced respirators, gloves, boots and disposable suits.

REGULATED AREA 2

HVAC Duct Mastic (Figure 2 – Lobby, Reception, Rooms 1, 3, 4 & 5)

Install critical barriers on all openings of a minimum of one layer of 6 mil poly. Install 6 mil poly under work area. Install HEPA filtered negative air machine in work area and exhaust away from work area. Spray glue 6 mil poly to the duct insulation as an outer covering. Cut the insulation into manageable section. Peel insulation covering and place into 6 mil bags. Approximately 139 linear feet of non-friable HVAC duct mastic located on 2 foot by 2 foot metal duct are to be removed by manual and wet methods. Double bag with 6 mil poly and dispose properly at a permitted landfill.

Minimum PPE is half-faced respirators, gloves, boots and disposable suits.

REGULATED AREA 3

HVAC Duct Mastic (Figure 1 – South Restrooms)

Install critical barriers on all openings of a minimum of one layer of 6 mil poly. Install 6 mil poly under work area. Install HEPA filtered negative air machine in work area and exhaust away from work area. Spray glue 6 mil poly to the duct insulation as an outer covering. Cut the insulation into manageable section. Peel insulation covering and place into 6 mil bags. Approximately 112 linear feet of non-friable HVAC duct mastic located on 2 foot by 2 foot metal duct are to be removed by manual and wet methods. Double bag with 6 mil poly and dispose properly at a permitted landfill.

Minimum PPE is half-faced respirators, gloves, boots and disposable suits.

REGULATED AREA 4

HVAC Duct Mastic (Figure 2 – North Restrooms)

Install critical barriers on all openings of a minimum of one layer of 6 mil poly. Install 6 mil poly under work area. Install HEPA filtered negative air machine in work area and exhaust away from work area. Spray glue 6 mil poly to the duct insulation as an outer covering. Cut the insulation into manageable section. Peel insulation covering and place into 6 mil bags. Approximately 112 linear feet of non-friable HVAC duct mastic located on 2 foot by 2 foot metal duct are to be removed by manual and wet methods. Double bag with 6 mil poly and dispose properly at a permitted landfill.

Minimum PPE is half-faced respirators, gloves, boots and disposable suits.

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David A. Hanawa Date
(TDSHS License No. 10-5367)

REMOTE DECON

A remote three (3) stage decon may be used near the work area. Plastic sheeting (6 mil) is to be used as a walkway between the decon and the building to prevent any possible ACM to be tracked. The plastic walkway is to be disposed as ACM waste at the end of each day or more often as needed.

WASTE DISPOSAL

1. Ensure that the ACM is adequately wet and properly labeled for disposal.
2. Ensure that the waste transporter and waste disposal site have been properly notified.
3. Ensure that proper manifests accompany the waste.

AIR MONITORING

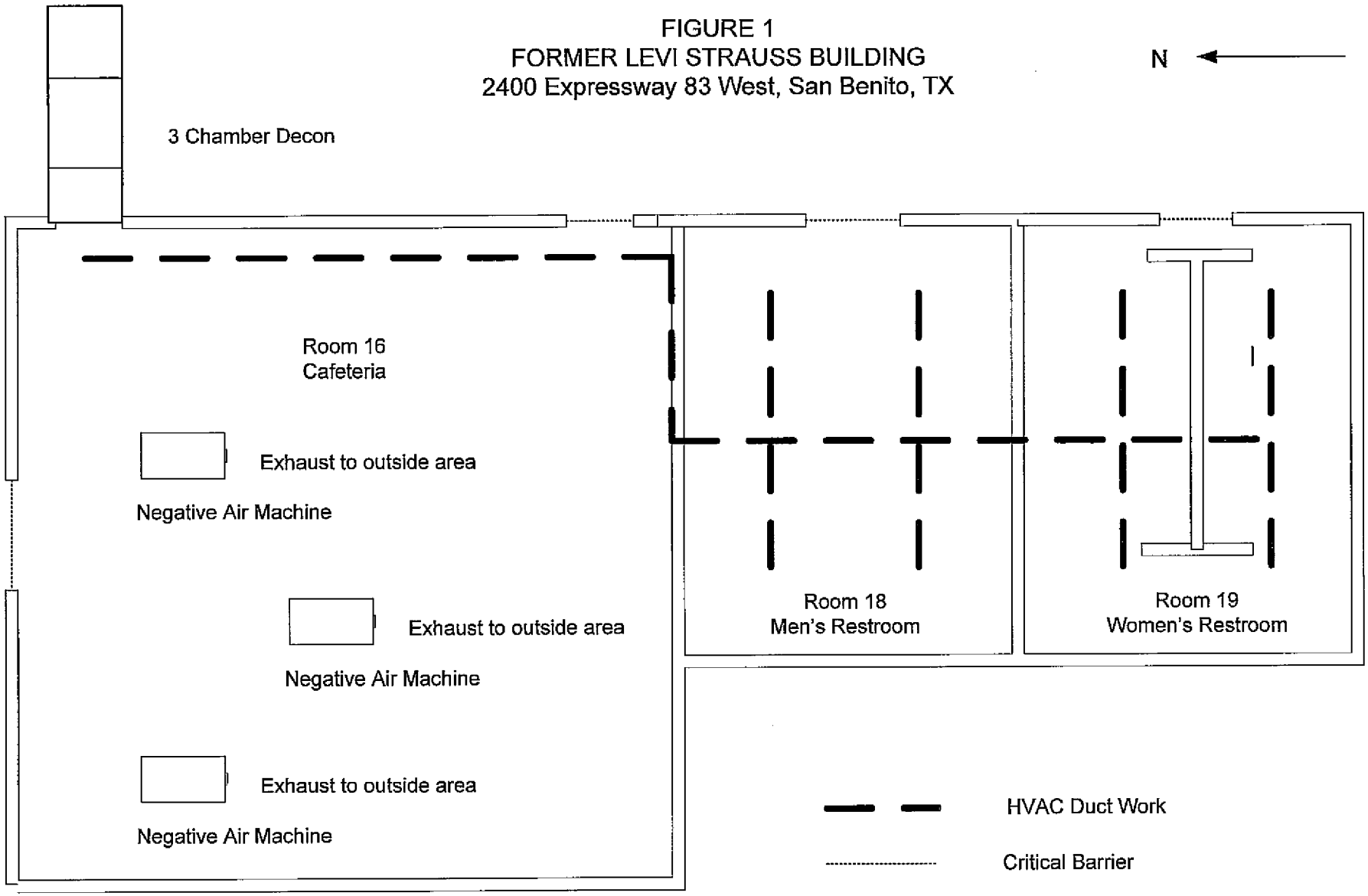
Air monitoring will be conducted by the Owner including baseline, area and clearance air monitoring will be conducted by the Consultant. Analysis will be by PCM. Clearance in the each area will be by PCM methods.

11/30/04

David A. Hanawa
(TDSHS License No. 10-5367)

Date

FIGURE 1
FORMER LEVI STRAUSS BUILDING
2400 Expressway 83 West, San Benito, TX



HVAC Duct Work

Critical Barrier

Floor Tile Mastic (3240 sf) - Cafeteria

HVAC Duct Mastic (184 lf) - Cafeteria, Restrooms

Not to Scale

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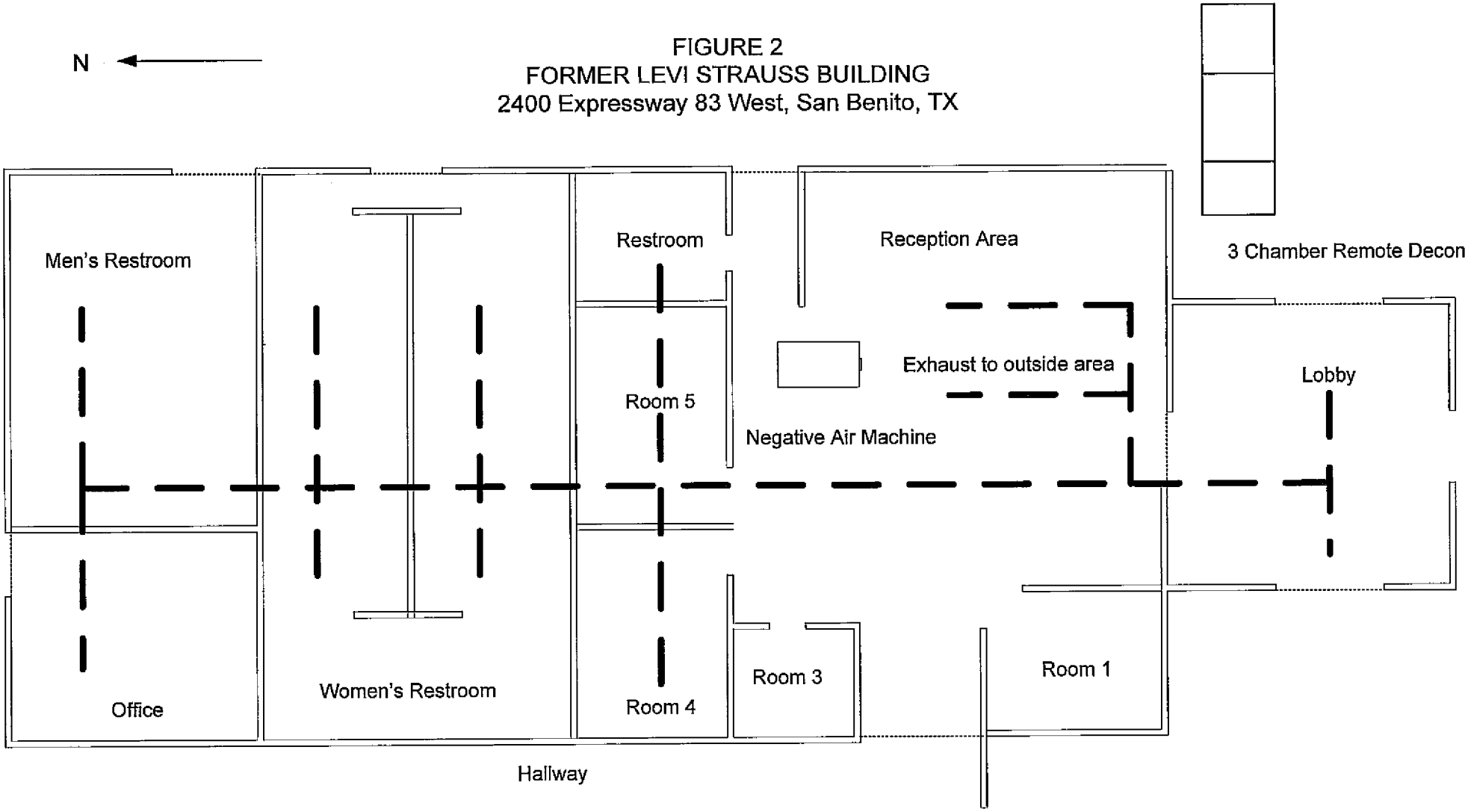
11/30/07
Date

FIGURE 2
FORMER LEVI STRAUSS BUILDING
2400 Expressway 83 West, San Benito, TX



Floor Tile Mastic (1266 sf) - Lobby, Reception, Rooms 1 & 3

HVAC Duct Mastic (251 lf) - Lobby, Reception, Restrooms, Rooms 1, 3, 4 & 5

HVAC Duct Work

Critical Barrier

Not to Scale

David A. Hanawa
TDSHS License No. 10-5367

11/30/04
Date

CONTRACT - DRAFT

also address:
Liquidated Damages
Payment Bond