



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Jaime Kovar
Interim Purchasing Agent

(281) 341-8640
Fax (281) 341-8645

April 25, 2024

TO: All Prospective Bidders

RE: Addendum No. 1 – Fort Bend County Quote 2024-06 Asbestos Abatement

Addendum No.1:

Attached is Addendum No.1. Vendors are to utilize Addendum No.1 while preparing solicitation response. Changes include Due Date Submission, Questions Submission under Section 1.7, and a Pre-Quote meeting under Section 4.

Immediately upon your receipt of this addendum, please fill out the following information and email this page to the Krystle.Sanchez@fortbendcountytexas.gov

Company Name

Signature of person receiving addendum

Date

If you have any questions please contact this office.

Sincerely,

Krystle Sanchez
Buyer II

**AMENDED 4/25/24*

*Fort Bend County, Texas
Invitation for Quote*



*Asbestos Abatement for Cole Theatre at 930 Third Street Rosenberg, TX 77471
Quote 2024-06*

SUBMIT QUOTES BY EMAIL TO:

Fort Bend County
Purchasing Department
Krystle Sanchez, Buyer II
Krystle.Sanchez@fortbendcountytx.gov

Note: All correspondence must include the term
“Purchasing Department” in address to assist in
proper delivery.

SUBMIT NO LATER THAN:

*Friday, May 3, 2024
2:00 PM (Central)

LABEL:

QUOTE 2024-06
ASBESTOS ABATEMENT

***ALL QUOTES MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE
OF FORT BEND COUNTY BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.***

Results will not be given by phone.
Results will be provided to vendor in writing
by email and posted to www.fortbendcountytx.gov

Requests for information must be in
writing and directed to:
Krystle Sanchez
Buyer II
Krystle.Sanchez@fortbendcountytx.gov

Vendor Responsibilities:

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website.)
- Submit response in accordance with requirements stated on the cover of this document.



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar

Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)				
Business Name (if different from legal name)				
Type of Business	<input type="checkbox"/> Corporation/LLC	<input type="checkbox"/> Partnership	Age in Business?	
	<input type="checkbox"/> Sole Proprietor/Individual	<input type="checkbox"/> Tax Exempt		
Federal ID # or S.S. #	SAM.gov Unique Entity ID #			
SAM.gov CAGE / NCAGE				
Publicly Traded Business	___ No ___ Yes Ticker Symbol _____			
Remittance Address				
City/State/Zip				
Physical Address				
City/State/Zip				
Phone Number				
E-mail				
Contact Person				
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input type="checkbox"/> SBE-Small Business Enterprise <input type="checkbox"/> HUB-Texas Historically Underutilized Business ___ WBE-Women's Business Enterprise <input type="checkbox"/>	Certification # _____ Certification # _____ Certification # _____ Certification # _____	<u>Cert Date</u> _____ _____ _____ _____	<u>Exp Date</u> _____ _____ _____ _____
Company's gross annual receipts	<\$500,000 _____	\$500,000-\$4,999,999 _____		
	\$5,000,000-\$16,999,999 _____	\$17,000,000-\$22,399,999 _____	>\$22,400,000 _____	
NAICs codes (Please enter all that apply)				
Signature of Authorized Representative				
Printed Name				
Title				
Date				

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

1.0 GENERAL REQUIREMENTS:

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised quotes, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Vendor is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend 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.
- 1.4 Quote Document Completion: Fill out and return to the Fort Bend County Purchasing Department as stated herein.
- 1.5 Quote Returns: Vendors must return all completed Quotes to the Fort Bend County Purchasing Department as stated herein, no later than the date and time specified. Late Quotes will not be accepted.
- 1.6 Governing Document: 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, Fort Bend County's interpretation shall govern.
- 1.7 Addenda: No interpretation of the meaning of the drawings, specifications or other quote documents will be made to any vendor orally. All requests for such interpretations must be made in writing addressed to Ms. Krystle Sanchez, Buyer II, e-mail: Krystle.Sanchez@fortbendcountytx.gov. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each vendor to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Vendors must sign and include addendum in the returned quote package. Deadline for submission of questions and/or clarification is ***Wednesday, May 1, 2024 at 10:00 a.m. (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this quote process.
- 1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this quote, 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 quote. Certification of such coverage must be provided to the County upon request.
- 1.9 Waiver of Subrogation: Vendor and vendor's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from vendor's performance under this agreement.
- 1.10 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.
- 1.11 Bonds: If this quote requires submission of quote guarantee and performance bond, there will be a

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separate page explaining those requirements. Quotes submitted without the required quote bond or cashier's checks are not acceptable. Bond/s or cashier's check must be complete with all required signatures.

- 1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.
- 1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by the specifications), 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. After expiration of the lease, leased equipment shall be removed by the vendor from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the vendor.
- 1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the quote spreadsheet. 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, and other charges are to be prepaid by the contractor and included in the quote prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, vendor MUST indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.15 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 quote.
- 1.16 Supplemental Materials: Vendors are responsible for including all pertinent product data in the returned quote package. Literature, brochures, data sheets, specification information, completed forms requested as part of the quote 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 vendor wishes to include as a condition of the quote, must also be in the returned quote package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire quote.
- 1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a vendor must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Vendors are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the vendor to maintain such a file will be cause to reject any quote applying thereto.
- 1.18 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these quotes in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Vendors may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

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- 1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the quote. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If vendor fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.
- 1.20 Evaluation: Evaluation shall be used as a determinant as to which quote 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 quotes are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all quote requirements, delivery and needs of the using department are considerations in evaluating quotes. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any vendor, at any time, to clarify, verify or request information with regard to any quote.
- 1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a vendor cannot furnish a sample of a quote item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the quote as inadequate.
- 1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods quote for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the quote is subject to rejection.
- 1.23 Disqualification of Vendor: Upon signing this quote document, a vendor offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the vendor has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the quote made to any competitor or any other person engaged in such line of business. Any or all quotes may be rejected if the County believes that collusion exists among the vendors. Quotes in which the prices are obviously unbalanced may be rejected. If multiple quotes are submitted by a vendor and after the quotes are opened, one of the quotes is withdrawn, the result will be that all of the quotes submitted by that vendor will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple quotes for different products or services.
- 1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best quote in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one vendor, to reject any or all quotes. In the event the lowest dollar vendor meeting specifications is not awarded a contract, the vendor may appear before the Commissioners Court and present evidence concerning his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.
- 1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
- 1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.27 Maintenance: Maintenance required for equipment quote should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the quote sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will

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commence only upon expiration of applicable warranties and should be priced accordingly.

- 1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the vendors. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend 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. Vendors are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this quote document and/or on the Purchase Order as a "Ship To:" address.
- 1.30 Purchase Order and Delivery: The successful vendor shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the vendor in the proper place on the quote sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.
- 1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the vendor. Any price escalations are limited to those stated by the vendor in the original quote.
- 1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of vendor or if the vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend 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 Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 1.33 Recycled Materials: Fort Bend 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. Fort Bend County will be the sole judge in determining product preference application.
- 1.34 Interlocal Participation: Additional governmental entities may purchase from this quote. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.
- 1.35 Escalation Clause: Successful vendor may apply for a price increase to the Fort Bend County Purchasing Agent. The County Purchasing Agent will review, and, if increase is deemed warranted, place the request on Fort Bend County's Commissioners Court agenda for their action of approval or disapproval. Approval by the County's Commissioner's Court is required. Any proposed price

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increase will only be the amount increased to the vendor from his/her supplier. The price increase request must be stated on the vendor's letterhead with the quote number and name in the subject including, in columns, for each item: item description, original quote price, percent of increase, and the total cost of the original quote price including the increased dollar amount. Written documentation from the vendor's supplier of the increase notice must be provided to the Purchasing Agent at time of increase request. No application for a price increase may be submitted within the first six (6) months of this contract. Increase requests of more than 25% of the original quote price will not be considered.

- 1.36 Modifications: This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

2.0 TERMS & CONDITIONS:

- 2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the quote number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.
- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.
- 2.7 Invoices and Payments:
 - 2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the quote number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.
 - 2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

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- 2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.
- 2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County 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 Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County 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.
- 2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.
- 2.10 Warranty/Price:
 - 2.10.1 The price to be paid by the County shall be that contained in Seller's quote 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 an order 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. Fort Bend County may cancel this contract without liability.
 - 2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any 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. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.
- 2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the quote invitation and purchase order as applicable, 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.
- 2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.
- 2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County 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 Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his

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search as to infringements.

- 2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.
- 2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.
- 2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under 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 Fort Bend County set forth in Clause 15 herein.
- 2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.
- In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.
- 2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.
- 2.21 Parol 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 this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and 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.
- 2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.

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- 2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
- 2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) vendor to provide all materials, labor and equipment necessary for asbestos abatement at 930 Third Street Rosenberg, TX 77471, as specified herein.

4.0 PRE-QUOTE MEETING:

A Pre-Quote meeting will be held, ***Monday, April 29, 2024 at 10:00 a.m. at 930 Third Street Rosenberg, TX 77471.** Interested vendors are encouraged to attend as this is the only date and time available to conduct a site visit.

5.0 PERFORMANCE AND PAYMENT BONDS:

In the event the total accepted quote price exceeds \$25,000, the Contractor must provide to the Office of the County Purchasing Agent, a performance bond and a payment bond, each in the amount of 100% of the total contract sum within ten (10) calendar days after receipt of notification of quote award. Such bonds shall be executed by a corporate surety duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue surety bonds with a Best Rating of "A" or better. Fort Bend County reserves the right to accept or reject any surety company proposed by the Contractor. In the event Fort Bend County rejects

6.0 INSURANCE:

- 6.1 All respondents shall submit, with response, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with response, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract.
- 6.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating

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of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- 6.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance is not allowed.
- 6.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- 6.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- 6.2.4 Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
- 6.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 6.4 If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.

7.0 INDEMNIFICATION:

Respondent shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of respondent, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of respondent or any of respondent's agents, servants or employees.

- 7.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.
- 7.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 7.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.

Initials of Vendor: _____

- 7.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 7.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 7.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that may arise from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 7.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

8.0 LIMIT OF APPROPRIATION:

Prior to the execution of this Contract, Contractor has been advised by County, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this Contract, that County shall have available only those funds specifically allocated in this Contract to fully discharge any and all liabilities which may be incurred by County in bringing this Project to an absolute conclusion, and that the total of any and all basic construction costs, costs of providing the required materials, labor and equipment, all fees and compensation of any sort to the Contractor, and any and all costs for any and all things or purposes ensuing under or out of this Contract, irrespective of the nature thereof, shall not exceed said specifically allocated sum, notwithstanding any word, statement or thing contained in or inferred from the preceding provision of this Contract which might in any light by any person be interpreted to the contrary.

9.0 RIGHT TO ASSURANCE:

Whenever Fort Bend County in good faith has reason to question the Contractor's intent to perform, Fort Bend County may demand that the Contractor give written assurance of its intent to perform. In the event that a demand is made and no assurance is given within five (5) days, Fort Bend County may treat this failure as an anticipatory repudiation of the Contract.

10.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

- 10.1 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature on vendor form, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.
- 10.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

11.0 HUMAN TRAFFICKING:

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

12.0 PREVAILING WAGES:

This project is subject to the prevailing wage rate requirements of Chapter 2258 of the Government Code. The

Initials of Vendor: _____

Contractor shall pay Fort Bend County sixty dollars (\$60.00) for each worker employed by the Contractor for the provision of services described herein for each calendar day or part of the day that the worker is paid less than the below stated rates. Contractors may also visit www.wdol.gov/dba.aspx.

General Decision Number: TX20240247 01/05/2024

Superseded General Decision Number: TX20230247

State: Texas
 Construction Type: Building
 County: Fort Bend County in Texas

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1). If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024. If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must not appear on this wage determination, the contractor must still submit a conformance request. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
 0 01/05/2024

ASBE0022-009 07/03/2023		
	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)	\$ 28.35	16.02
BOIL0074-003 07/01/2023		
BOILERMAKER	\$ 37.00	24.64
CARP0551-008 04/01/2021		
CARPENTER (Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work and Metal Stud Installation)	\$ 25.86	9.08
ELEC0716-005 08/29/2023		
ELECTRICIAN (Excludes Low Voltage Wiring and Installation of Alarms)	\$ 34.50	10.41

Initials of Vendor: _____

Quote 2024-06

ELEV0031-003 01/01/2023

ELEVATOR MECHANIC \$ 49.15 37.335+a+b

FOOTNOTES:

A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

B. Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day; and Veterans Day.

ENGI0450-002 04/01/2014

POWER EQUIPMENT OPERATOR

Cranes \$ 34.85 9.85

IRON0084-002 06/01/2023

IRONWORKER (ORNAMENTAL AND STRUCTURAL) \$ 27.51 8.13

PLAS0783-001 04/01/2023

PLASTERER \$ 31.34 10.30

PLUM0068-002 10/01/2023

PLUMBER \$ 34.86 11.68

PLUM0211-010 10/01/2023

PIPEFITTER (Including HVAC Pipe Installation) \$ 38.31 12.61

SHEE0054-003 04/01/2020

SHEET METAL WORKER (Excludes HVAC Duct and Unit Installation) \$ 29.70 13.85

SUTX2014-023 07/21/2014

ACOUSTICAL CEILING MECHANIC \$ 16.41 3.98

BRICKLAYER \$ 19.86 0.00

CAULKER \$ 15.36 0.00

CEMENT MASON/CONCRETE FINISHER \$ 13.82 0.00

DRYWALL FINISHER/TAPER \$ 16.30 3.71

DRYWALL HANGER AND METAL STUD INSTALLER \$ 17.45 3.96

ELECTRICIAN (Alarm Installation Only) \$ 17.97 3.37

ELECTRICIAN (Low Voltage Wiring Only) \$ 18.00 1.68

Initials of Vendor: _____

Quote 2024-06

FLOOR LAYER: Carpet	\$ 20.00	0.00
FORM WORKER	\$ 11.87	0.00
GLAZIER	\$ 19.12	4.41
INSULATOR – BATT	\$ 14.87	0.73
IRONWORKER, REINFORCING	\$ 12.10	0.00
LABORER: Common or General	\$ 10.79	0.00
LABORER: Mason Tender – Brick	\$ 13.37	0.00
LABORER: Mason Tender - Cement/Concrete	\$ 10.50	0.00
LABORER: Pipelayer	\$ 12.94	0.00
LABORER: Roof Tearoff	\$ 11.28	0.00
LABORER: Landscape and Irrigation	\$ 9.49	0.00
LATHER	\$ 19.73	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	\$ 14.10	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	\$ 13.93	0.00
OPERATOR: Bulldozer	\$ 20.77	0.00
OPERATOR: Drill	\$ 16.22	0.34
OPERATOR: Forklift	\$ 15.64	0.00
OPERATOR: Grader/Blade	\$ 13.37	0.00
OPERATOR: Loader	\$ 13.55	0.94
OPERATOR: Mechanic	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	\$ 16.03	0.00
OPERATOR: Roller	\$ 16.00	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping	\$ 16.77	4.51
ROOFER	\$ 15.40	0.00
SHEET METAL WORKER (HVAC Duct Installation Only)	\$ 17.81	2.64
SHEET METAL WORKER (HVAC Unit Installation Only)	\$ 16.00	1.61
SPRINKLER FITTER (Fire Sprinklers)	\$ 22.17	9.70

Initials of Vendor: _____

TILE FINISHER
\$ 12.00 0.00

TILE SETTER \$ 16.17 0.00

TRUCK DRIVER: 1/Single Axle Truck \$ 14.95 5.23

TRUCK DRIVER: Dump Truck \$ 12.39 1.18

TRUCK DRIVER: Flatbed Truck \$ 19.65 8.57

TRUCK DRIVER: Semi-Trailer Truck \$ 12.50 0.00

TRUCK DRIVER: Water Truck \$ 12.00 4.11

WATERPROOFER \$ 14.39 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Initials of Vendor: _____

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

Initials of Vendor: _____

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

13.0 ASSIGNMENT:

Contractor shall not sell, assign, transfer or convey these services, in whole or in part, without the prior written consent of Fort Bend County and as a condition of such consent, contractor shall remain liable for completion of the services in the event of default by the successor contractor or assignee.

14.0 INDEPENDENT CONTRACTOR:

The Contractor shall be an independent contractor and any provisions of this Contract that may appear to give Fort Bend County the right to direct the Contractor as to the details of the manner of doing the Project shall be deemed to mean that the Contractor shall follow the desires of Fort

Bend County in the results of the Project only and not in the means whereby the Project is to be accomplished. The Contractor shall be responsible as to the details of completing the Project. Neither the agents, representatives, nor employees of the Contractor, shall be deemed to be the agents, representatives, or employees of Fort Bend County. The Contractor further represents that it accepts a fiduciary role and responsibility with respect to Fort Bend County and will, to its best abilities, act in the best interests of Fort Bend County and the timely completion of the Project. The Contractor agrees and understands that neither it nor any of its agents or employees may act in the name of Fort Bend County except and unless specifically authorized in writing by Fort Bend County to do so. The Contractor shall furnish construction administration and management services and use the Contractor's best efforts to complete the Project in an expeditious and economical manner consistent with the interests of Fort Bend County.

15.0 PUBLIC CONTACT:

Contact with the news media, citizens of Fort Bend County or governmental agencies shall be the sole responsibility of Fort Bend County. Under no circumstances, whatsoever, shall Contractor release any material or information developed in the performance of its services hereunder without the express written permission of Fort Bend County, except where required to do so by law.

16.0 MODIFICATIONS:

This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

17.0 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 quote.

Initials of Vendor: _____

18.0 SEVERABILITY:

In the event one or more of the provisions contained in these requirements or the specifications shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and these requirements or the specifications shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

19.0 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, Fort Bend County's interpretation shall govern.

20.0 TAX EXEMPT:

Fort Bend County is exempt from state and local sales and use taxes under Section 151.309 of the Texas Tax Code. This Contract is deemed to be a separate contract for Texas tax purposes, and as such, Fort Bend County hereby issues its Texas Exemption for the purchase of any items qualifying for exemption under this Contract. Contractor is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, contractor should state these items at cost.

21.0 ENTIRE AGREEMENT:

The Parties agree that this Contract contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Contract. By entering into this Contract, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Contract.

22.0 APPLICABLE LAW AND VENUE

This Contract shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas, and that venue for any litigation arising out of or related to this Contract shall lie solely in the court of appropriate jurisdiction located in Fort Bend County, Texas.

23.0 PERMITS:

It shall be the sole responsibility of the successful quoteder to obtain all required permits in the name of Fort Bend County.

24.0 REFERENCES:

Quoteders must submit, with this response a list of three (3) references of similar projects performed as stated herein by their firm within the last five (5) years. Fort Bend County reserves the right to contact the references provided. The reference information shall include name of firm address telephone number, name of representative, type of services provided, date of services and the quantity of carriers completed.

25.0 SPECIFICATIONS AND PRICING:

Vendor is to complete pricing below to include all costs associated with the below services as stated herein including labor, materials, preparation, equipment, chemicals and PPE. Please refer to Attachment A for the project manual.

Initials of Vendor: _____

- 25.1 All asbestos removal for this specific project are located inside the lobby and 2nd floor joint compounds and cross-contaminated sheetrock walls and ceilings at 930 Third Street Rosenberg TX 77471.
- 25.2 The lobby debris pile will be barricaded off and all asbestos-containing non-friable black mastic and tiles totaling approximately forty (40) square feet will be placed in asbestos labeled waste disposal bags. Personnel will wear proper PPE while performing this work.
- 25.3 The 2nd floor hallway and room will be a single negative pressure asbestos removal containment will be used for asbestos removal totaling approximately one-hundred fifty (150) square feet of RACM. Any remaining stationary items will be covered with polyurethane by the Asbestos Abatement Contractor. All removals will be conducted under negative pressure full containment methods. Allow for negative air machines ductwork to exhaust to the outside air.
- 25.4 The NESHAPS interior asbestos-containing joint compounds and cross contaminated sheetrock walls and ceilings category is RACM and will be removed in a single negative pressure containment. When the asbestos-containing sheetrock joint compounds become subject to abrading, crumbling, or pulverizing materials equates to the asbestos-containing RACM.

Total Cost \$ _____.

26. PROJECT DURATION:

Vendor agrees, if awarded the contract, to complete all work required by the contract documents **within _____ calendar days** after issuance of a purchase order by the County Purchasing Agent.

27.0 AWARD:

This contract will be awarded to the overall lowest and best vendor meeting specifications.

28.0 ATTACHMENT:

- 28.1 Attachment A- Project manual and specifications for Asbestos abatement.

29.0 REQUIRED FORMS:

All vendors submitting are required to complete and provide with submission:

- 29.1 References as stated in Section 25.0
- 29.2 Vendor Form
- 29.3 Proof of Required Insurance
- 29.4 W9 Form
- 29.5 Tax Form/Debt/Residence Certification
- 29.6 Contractor Acknowledgement of Stormwater Management Program

Initials of Vendor: _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes:		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ^a _____	<input type="checkbox"/> S Corporation	
	<input type="checkbox"/> Other (see instructions) ^a	<input type="checkbox"/> Partnership	
	5 Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
6 City, state, and ZIP code			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ^a	Date ^a
------------------	---------------------------------------	-------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See **What is backup withholding?** on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Mandatory Form



Contractor Acknowledgement of Storm Water Management Program

I hereby acknowledge that I am aware of the stormwater management program and standard operating procedures developed by Fort Bend County in compliance with the TPDES General Permit No. TXR040000. I agree to comply with all applicable best management practices and standard operating procedures while conducting my services for Fort Bend County. I agree to conduct all services in a manner that does not introduce illicit discharges of pollutants to streets, stormwater inlets, drainage ditches or any portion of the drainage system. The following materials and/or pollutant sources must not be discharged to the drainage system as a result of any services provided:

1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
3. Detergents, fuels, solvents, oils and/or lubricants, other equipment and/or vehicle fluids,
4. Other hazardous materials including paints, thinners, chemicals or related waste materials,
5. Uncontrolled dewatering discharges, equipment and/or vehicle wash waters,
6. Sanitary waste, trash, debris, or other waste products
7. Wastewater from wet saw machinery,
8. Other pollutants that degrade water quality or pose a threat to human health or the environment.

Furthermore, I agree to notify Fort Bend County immediately of any issue caused by or identified by:

(Company/Contractor)

that is believed to be an immediate threat to human health or the environment.

Contractor Signature

Date

Printed Name

Title

Attachment A



DOLPHIN ENVIRONMENTAL CONSULTANTS
17424 W Grand Parkway S • SUITE 402 • SUGAR LAND, TEXAS 77479
TEL 281-240-4646 • WWW.DOLPHINENVIRONMENTAL.COM



PROJECT MANUAL AND SPECIFICATIONS FOR ASBESTOS ABATEMENT

Project Name:

Commercial Property | Movie Theater
Removal of Asbestos-Containing Joint Compounds with Cross-
Contaminated Sheetrock Walls and Ceilings
Removal of Asbestos-Containing Black Mastic
on discarded Tile (Lobby Debris Pile)
930 Third Street
Rosenberg, Texas 77471

Prepared by:

Dolphin Environmental Consultants
17424 W Grand Parkway S, Suite 402
Sugar Land, Texas 77479

Joseph Bury - Dolphin Environmental Consultants
Texas Department of State Health Services Licensed
"Individual Asbestos Consultant" #10-5005 Expires 1/02/2026

Hansbury Enterprises, Inc. dba Dolphin Environmental Consultants
Texas Department of State Health Services Licensed
"Asbestos Consultant Agency" #10-0001 Expires 1/02/2026

Asbestos Specification Date: April 15, 2024
DEC Project 240403.026

**AUSTIN • BEAUMONT • CORPUS CHRISTI • DALLAS • GALVESTON • ROSENBERG • SAN
ANTONIO**

Phase I & II Environmental Site Assessments • Asbestos Testing and Consulting • Industrial Hygiene Services
• Indoor Air Quality Management • Mold Consultants • Lead-Based Paint Testing

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1.0 INTRODUCTION TO SPECIFICATIONS

1.1 DIRECTION

This "Project Manual and Specification for Asbestos Abatement" here forward referred to as "Specification" as required by the Texas Department of State Health Services and supplements, modifies and/or changes Articles, Paragraphs and Subparagraphs of contract between Fort Bend County (Fort Bend County represent building Owner William C. Butler) and The Asbestos Abatement Contractor as follows; however, the more stringent requirement of DSHS, OSHA, EPA or NESHAPS shall prevail if there is a discrepancy. FBC is the Owners Representative for this project.

1.2 DISCLAIMER

This written Asbestos Removal Specification was prepared by Dolphin Environmental Consultants (DEC). Neither Dolphin Environmental Consultants nor any of its employees makes any warranty, expressed or implied, or assume any legal liability or responsibility for any third party's use of or the results of such use of any information, apparatus, product, or process disclosed in this specification, or represents that its use by such third party would not infringe on privately owned rights.

1.3 SAFETY

No procedure in this specification will be constructed as license to violate proper safety practices or Proper Protective Equipment (PPE).

1.4 COPYRIGHT

These specifications prepared by Dolphin Environmental Consultants for this project are instruments of Dolphin Environmental Consultants and are for use solely with respect to this project only. Dolphin Environmental Consultants shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.

1.5 EXECUTION, CORRELATION AND INTENT

Before ordering any materials or doing any work, The Asbestos Abatement Contractor in all cases shall verify locations, types, quantities, and conditions of asbestos-containing materials for removal within the building. The Asbestos Abatement Contractor will base their submitted bid based on their own company site reconnaissance(s) and shall submit on their company letterhead the final cost and quantities. Any quantities provided in this written Asbestos Abatement Specification are approximate only and should not be relied upon to base The Asbestos Abatement Contractor's submitted bid.

1.6 CONTENTS OF SPECIFICATIONS

These specifications describe in detail the summary of work to be performed in the Movie Theater building asbestos-containing mastic on tile (debris pile in lobby) and 2nd Floor asbestos-containing walls and ceiling located at 930 Third Street in Rosenberg, Texas, and the minimum requirements to achieve this work. All work will be done in accordance with all federal, state and local rules and regulations including Texas Department of State Health Services (DSHS), "Texas Asbestos Health Protection Rules" (TAHPR) revised effective March 2003 and OSHA 1926.1101 Occupational Exposure to Asbestos in the Construction Industry. If there are any discrepancies between rules, regulations, sections or wordings, the more stringent requirement will govern.

1.7 INTERPRETATION

Questions about the meaning or intent of the contract documents shall be submitted in writing to the Owner or the Owner's Representative FBC. Written replies will be issued by the Owner or the Owner's representative FBC. Oral and other interpretations or clarifications will be without legal effect.

2.0 SUMMARY OF WORK

2.1 GENERAL

Project name is "Commercial Property | Movie Theater Removal of Asbestos-Containing Joint Compounds with Cross-Contaminated Sheetrock Walls and Ceilings Removal of Asbestos-Containing Black Mastic on discarded Tile (Lobby Debris Pile) 930 Third Street, Rosenberg, Texas. The Project Manual for Asbestos Abatement (Specifications) was prepared by Dolphin Environmental Consultants. The Project Manual for Asbestos Abatement is dated April 15, 2024.

QUANTITIES DISCLAIMER

Any quantities of asbestos-containing materials identified in these specifications are estimates only and will not be used as the only information upon which The Asbestos Abatement Contractor bases his work. The Asbestos Abatement Contractor is responsible for his own site visit to verify all locations, types, quantities, and conditions of materials to be removed, and to perform the work as specified.

2.2 SCOPE OF WORK

All asbestos removals for this specific project are located inside the Movie Theater building lobby (debris pile) of asbestos-containing black mastic on tiles (exterior type) and 2nd floor joint compounds and cross-contaminated sheetrock walls and ceilings will be removed by the Asbestos Abatement Contractor.

The lobby debris pile will be barricaded off and all asbestos-containing non-friable black mastic and tiles totaling approximately forty (40) square feet will be placed in asbestos labeled waste disposal bags. Personnel will wear proper PPE while performing this work.

The 2nd floor hallway and room will be a single negative pressure asbestos removal containment will be used for asbestos removal totaling approximately one-hundred fifty (150) square feet of RACM. Any remaining stationary items will be covered with polyurethane by the Asbestos Abatement Contractor. All removals will be conducted under negative pressure full containment methods. Allow for negative air machines ductwork to exhaust to the outside air.

The NESHAPS interior asbestos-containing joint compounds and cross contaminated sheetrock walls and ceilings category is RACM and will be removed in a single negative pressure containment. When the asbestos-containing sheetrock joint compounds become subject to abrading, crumbling, or pulverizing materials equates to the asbestos-containing RACM.

All work will be performed in accordance with these written Asbestos Abatement Specifications and is classified as OSHA Class II Asbestos Work, therefore all work will be conducted under negative pressure containment utilizing 6 mil polyethylene, proper PPE, wet removal methods, attached and functional wet decontamination unit, visual clearance and meet final air clearance criteria. All acm waste will be contained in disposal bags, manifested and transported to an approved landfill. The waste disposal requirements are further defined within these specifications. The Asbestos Abatement Contractor will be responsible for relocating and securing movables to an area not being abated in order to conduct the abatement.



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3.0 DEFINITIONS, STANDARDS AND REGULATIONS

3.1 DEFINITIONS

AGGRESSIVE REMOVAL METHOD: Removal or disturbance of building material by sanding, abrading, grinding or other method that breaks, crumbles, or disintegrates intact ACM.

AGGRESSIVE CLEARANCE: use of an air blower such as a leaf blower, with the force of air unaltered, and operating as it comes from the factory directed at all surfaces in order to cause loose asbestos fibers to become airborne.

AIR MONITORING: The process of measuring the airborne fiber content with a known specific volume of air.

AMENDED WATER: Water to which surfactant (wetting agent) has been added to increase the ability of the liquid to encumbrance ACM, therefore the added mass causing the airborne fibers to fall.

AREA AIR MONITORING: Sampling of airborne asbestos fiber concentrations within the asbestos regulated area, and outside the asbestos regulated area, which is representative of the airborne concentrations of asbestos fibers, which may reach the breathing zone of personnel that potentially may be exposed to asbestos from abatement activities.

THE FOLLOWING DEFINITION IS INTENDED TO ACCOMMODATE BOTH EPA AND OSHA DEFINITIONS OF ASBESTOS. 29 CFR 1910.1001 AND 1926 EXTEND OSHA'S REGULATORY CONCERN TO NON-ASBESTIFORM VARIETIES OF TREMOLITE, ANTHOPHYLLITE, AND ACTINOLITE. AS SUCH, THE FOLLOWING DEFINITION IS EXTENDED WHERE IT APPLIES TO WORKER OR RESPIRATORY PROTECTION.

ASBESTOS: The asbestiform varieties of serpentine (chrysotile), riebeckite (crocidolite), amosite, cummingtonite-grunerite, anthophyllite, and actinolite-tremolite. For purposes of determining respiratory and worker protection both the asbestiform and non-asbestiform varieties of the above minerals and any of these materials that have been chemically altered.

ASBESTOS CONTRACTOR: The Asbestos Abatement Contractor and employees, sub-contractors, or any person or company working under the direction or compensated by The Asbestos Abatement Contractor.

ASBESTOS-CONTAINING MATERIAL (ACM): Any material(s) or products containing more than 1% by weight of asbestos of any type or mixture of types.

ASBESTOS-CONTAINING WASTE MATERIAL: Any material that is, or is suspected of being, or any material contaminated with an asbestos-containing materials that is to be removed from a work area for disposal.

ASBESTOS PERMISSIBLE EXPOSURE LIMIT: The PEL limit is 0.1 fibers (longer than 5 micrometers) per cubic centimeter of air as an 8-hour time weighted average as determined by Appendix A of 29 CFR 1926.1101.

AUTHORIZED VISITOR: The Owner, Dolphin Environmental Consultants representative, testing lab personnel, the Architect/Engineer or a representative of any federal, state and local regulatory or other agency having authority over the project.

BARRICADED AREA: Asbestos warning tape that demarcates the work area to unauthorized personnel (not expected to exceed 0.10 f/cc PCM method).

BREATHING ZONE: A hemisphere forward of the shoulders with a radius of approximately six (6) to nine (9) inches of the nose and mouth.

BRIDGING ENCAPSULANT: When not removed, this type of encapsulant forms a discrete layer on the surface of an in situ asbestos matrix.

CFR-CODE OF FEDERAL REGULATIONS: The 29 CFR series are OSHA regulations; the 40 CFR series are EPA regulations.

CLASS I ASBESTOS WORK: Activities involving the removal of Thermal System Insulation (TSI) and surfacing ACM and PACM.

CLASS II ASBESTOS WORK: Activities involving the removal of ACM that is not thermal system insulation or surfacing material. This includes but is not limited to, the removal of asbestos-containing wallboard, joint compounds, floor tile/mastic, roofing and transite, and construction mastics.

CLASS III ASBESTOS WORK: Repair and maintenance operations, where "ACM", including thermal system insulation and surfacing material, is likely to be disturbed.

CLASS IV ASBESTOS WORK: Maintenance and custodial activities during which employee contact ACM and PACM and activities to clean up waste and debris containing ACM and PACM.

COMPETENT PERSON: One who is capable of identifying existing asbestos hazards in the workplace and selecting the appropriate control strategy for asbestos exposure...etc. defined in OSHA standard 1926.1101.

CONFINED SPACE: A space that is sufficiently surrounded by confining surfaces as to permit either accumulation of hazardous gases, mists, vapors or dust, or the possibility of deficiency or excess; and that restrains egress to such degree that a person would have difficulty in escaping from such a space during an emergency situation.

CONTAINMENT: A portion of regulated area (see DSHS definition).

DISPOSAL BAG: Six (6) mil thick leak-tight plastic bags used for transporting asbestos waste from work area and to disposal site. Each is labeled as follows:

DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE

ENCAPSULANT: A liquid that surrounds, traps or embeds airborne or settled asbestos fibers in an adhesive matrix, to prevent release of fibers.

ENCAPSULATION: Treatment of asbestos-containing materials and/or containment materials contaminated with asbestos with an encapsulant.

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

FILTER: A media component used in respirators and equipment to remove solid or liquid particles from the air.

FOAM: A class A, non-flammable expandable foam equivalent to Versifoam for purposes of preventing air flow release outside containment, or a Dolphin Environmental Consultants approved equal.

FRIABLE ASBESTOS MATERIAL: Material that contains more than >1.0% asbestos by weight and that can be crumbled, pulverized, or reduced to powder by hand pressure when dry. Friable asbestos material is considered hazardous during removal and disposal procedures.

HAZARDOUS ATMOSPHERE: An atmosphere containing poisonous, irritant, toxic or flammable elements, compounds or substances having a deficiency or excess of oxygen that would contribute to the risk of injury or illness when encountered.

HEPA FILTER: A High Efficiency Particulate Air (HEPA) filter capable of trapping and retaining 99.97% of asbestos fibers greater than 0.3 microns or larger in diameter.

HEPA FILTER VACUUM COLLECTION EQUIPMENT (OR VACUUM CLEANER): High efficiency particulate air (absolute) filtered vacuum collection equipment with UL 586 filter system capable of collecting and retaining asbestos fibers. Filters should be of 99.97% efficiency for retaining fibers of 0.3 microns or larger in diameter.

HIGH-EFFICIENCY FILTER: A filter which removed from air 99.97% or more of monodispersed dioctyl phthalate (DOP) particles having a mean particle diameter of 0.3 micrometer.

LOCK DOWN ENCAPSULANT: An encapsulant to provide a protective coating or sealant to a surface from which asbestos-containing material has been removed. Its primary function is to control and minimize airborne asbestos fiber generation that might result from any asbestos-containing residue on the substrate.

NON-FRIABLE ASBESTOS MATERIAL: Material that contains <1.0% asbestos in which the fibers have been locked in by a bonding agent, coating, binder, or other material so that the asbestos is well bound and may not release fibers in excess of the asbestos permissible exposure limit during any appropriate use, handling, storing, transporting, or processing. Non-friable asbestos material may be hazardous during removal and disposal procedures if not intact or rendered friable.

OWNER: Fort Bend County is the Owners (William C. Butler) representative and has contracted the Asbestos Consulting Services to Dolphin Environmental Consultants. Any inquiries should be directed to Dolphin Environmental Consultants. Any reference or direction to Owner should be referred to Dolphin Environmental Consultants.

PACM: Presumed asbestos-containing materials.

PENETRATING ENCAPSULANT: An encapsulant that is absorbed by the in situ asbestos matrix without leaving a discrete surface layer.

PERSONAL MONITORING: Sampling of the airborne asbestos fiber concentrations within the breathing zone of an employee, to determine the 8-hour time weighted average in accordance with Appendix A of 29 CFR 1926.1101. The samples shall be representative of the employer's work practices. The breathing zone shall be considered an area within 6 inches of the nose or mouth of an employee.

PERSONNEL DECONTAMINATION FIVE (5) CHAMBER SYSTEM: A contiguous to the regulated area five (5) chambered decontamination system for personnel, consisting typically of a clean room, air lock, shower room, air lock and an equipment room (dirty change room).

POLYURATHANE: All polyurethane used on this project will be six (6) millimeter thickness, fire retardant, reinforced polyurethane. Only waste disposal bags shall be of other requirements.

PRESSURE DIFFERENTIAL: A system in which static air pressure is lower than surrounding areas, generally caused by exhausting air from a sealed space (regulated area).

PRESUMED ASBESTOS CONTAINING MATERIAL: Thermal system insulation and surfacing material found in buildings constructed no later than 1980. The designation of a material as "PACM" may be rebutted pursuant to paragraph (k) (4) of this section. (OSHA 1926.1101).

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

REGULATED AREA: An area established to demarcate areas where airborne concentrations of asbestos, tremolite, anthophyllite, actinolite, or a combination of these minerals are present, or exceed or can reasonably be expected to exceed the permissible exposure limits. The regulated area may take the form of an enclosed regulated area or an area demarcated that minimizes the number or personnel who may be exposed to asbestos, tremolite, anthophyllite, or actinolite.

REMOVAL ENCAPSULANT: A penetrating encapsulant specifically designed for removal of asbestos-containing materials rather than for in situ encapsulation.

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

SPECIFICATIONS CONSULTANT: Dolphin Environmental Consultants prepares Asbestos Abatement Project Manual and specifications for bidding. Dolphin Environmental Consultants provides consulting concerning the scope of work, bidding, and Project Management of the project.

SURFACTANT: A chemical wetting agent added to water to increase surface tension (weight). The surfactant shall be 50/50 mixture of polyoxymethylene ether and polyoxymethylester, or equivalent, mixed in a proportion of one fluid ounce to 5 gallons of water or as specified by the manufacturer. An equivalent surfactant shall be understood to mean a material with a surface tension of 29 dynes/cm as tested in accordance with ASTM D 1331-89.

DSHS: Department of State Health Services.

TCEQ: Texas Commission on Environmental Quality.

THE ACT: Texas Department of State Health Services, "Texas Asbestos Health Protection Rules" effective date March 2003.

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

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

WORK AREA or WORK SITE or CONTAINMENT: The regulated area where asbestos related work or removal operations are performed which is defined and/or isolated to prevent the spread of asbestos dust, fibers or debris, and entry by unauthorized personnel. Work area is a Regulated Area as defined by OSHA 29 CFR 1926.

3.2 GOVERNING LAW

The Asbestos Abatement Contractor will comply with applicable Federal, State and Local regulations and requirements. All State, County and City codes and ordinances are applicable. This work is governed by the Texas Department of State Health Services "Texas Asbestos Health Protection Rules" effective March 2003 and will be strictly enforced. The Asbestos Abatement Contractor shall adhere to all OSHA job safety requirements, and otherwise observe safe working practices. All details of the work shall be made in strict accordance with the latest edition of the National Electrical Code.

3.3 STANDARDS

All asbestos related work shall be performed in accordance with these specifications and all applicable regulations including, but not limited to USEPA NESHAPS CFR Title 40 Part 61 Subpart M, OSHA 29 CFR 1926, OSHA 29 CFR 1910, OSHA CPL 2-2.40 (restricted use of glove bag), 40 CFR 763, Texas Department of State Health Services (DSHS), Texas Commission on Environmental Quality (TCEQ) and local rules and regulations.

4.0 NOTIFICATION AND FEES

Fort Bend County (Owners Representative) authorizes The Asbestos Abatement Contractor the responsibility to make an asbestos notification to the Texas Department of State Health Services (DSHS). Proper notification in conjunction with asbestos removal and timely notification of such actions as are required by Federal and State authorities. Dolphin Environmental Consultants and The Asbestos Abatement Contractor are expected to keep informed on all requirements of notifications and to comply with the most current requirements of the DSHS "Texas Asbestos Health Protection Rules" (TAHPR) effective March 2003.

The building owner is William C. Butler and will pay the notification fees associated with the asbestos removal in a timely manner upon receipt of DSHS invoice.

5.0 OWNER

5.1 RIGHT TO STOP THE WORK

Fort Bend County (Owners Representative) or Dolphin Environmental Consultants has the authority to stop work whenever the continuation of work threatens the building environment or creates an unsafe condition, and the Asbestos Abatement Contractor has not taken appropriate actions to correct deficiencies even when notified and given time to respond. Fort Bend County (Owners Representative) or Dolphin's representative has the authority to stop work whenever the continuation of work is violating any written specification requirement including, but not limited to, use of unqualified personnel, improper respiratory protection, or improper pressure differential.

5.2 RIGHT TO CARRY OUT THE WORK

Fort Bend County (Owners Representative) relinquishes their right to perform Asbestos Abatement work on this project. This right is reinstated immediately on presentation of written final air clearance.

5.3 INSURANCE

The Owner Representative FBC is ultimately responsible for reviewing and administering all insurance requirements.

5.4 RESPONSIBILITY FOR MOVABLES

The Asbestos Abatement Contractor is responsible for moving all non-permanent and movable items from the asbestos removal work areas to areas not under abatement. Remaining fixtures, equipment, counters, shelving, and other permanent items will be properly protected and decontaminated by The Asbestos Abatement Contractor

5.5 UTILITY REQUIREMENTS

Fort Bend County (Owners Representative) will provide the necessary power and water sources for The Asbestos Abatement Contractor to perform his work. The Asbestos Abatement Contractor will hire and compensate a licensed electrical contractor to connect all power requirements and certify all contractor provided sources meet local electrical codes.

6.0 PROJECT ADMINISTRATION AND AIR MONITORING

6.1 ADMINISTRATION OF THE CONTRACT

All references to Architect wherever they may occur in the Contract Documents shall in all cases refer to the Dolphin Environmental Consultants representative. The Dolphin Environmental Consultants representative will verify for Fort Bend County (Owners Representative) compliance to the Project Manual, Government regulations, DSHS, and safety requirements, however, The Asbestos Abatement Contractor has the legal obligation and responsibility for all these areas, including all safety requirements of The Asbestos Abatement Contractor's employees, sub-contractors or any other personnel performing work of any kind as directed by The Asbestos Abatement Contractor

6.2 LIABILITY

Dolphin Environmental Consultants and its employees or sub-contractors shall not be liable for any loss, damage or delay caused by acts of government, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond his reasonable control, and in no event shall he be liable for consequential damages.

6.3 TESTS AND INSPECTIONS

Fort Bend County (Owners Representative) will require a Dolphin Environmental Consultants representative to be present during all asbestos abatement activities to verify compliance with all Project Manual Specifications and contract requirements. The Dolphin Environmental Consultants representative will perform whatever testing he deems necessary to verify The Asbestos Abatement Contractor compliance and to ensure the integrity of outside regulated area air quality against contamination. The final inspection of the work will include visual inspection and possible air testing and bulk and dust sampling as outlined in these specifications.

6.4 AIR MONITORING REQUIREMENTS

6.4.1 BASELINE SAMPLING

Dolphin Environmental Consultants will collect baseline asbestos air samples using the following protocol:

Asbestos air samples for analysis by Phase-contrast Microscopy (PCM) will be collected under normal ambient conditions prior to the disturbances of asbestos-containing building material (ACBM) or ACM. A minimum of three (3) asbestos air samples will be collected on 0.8 micron mixed cellulose ester (MCE) filters loaded in conducting cassettes with extension cowls. Sampling and analysis will be in accordance with the latest edition of NIOSH 7400 protocol, counting rules A. The minimum sample volume will be 1,250 liters and may be collected at rates between 0.5 and 16.0 liters per minute.

These asbestos air samples are to be held and analyzed if need be. The samples shall be preserved for no less than 60 days following achieving clearance.

6.5 AMBIENT SAMPLING

Ambient asbestos air samples will be collected by Dolphin Environmental Consultants during the project and analyzed in accordance with the latest edition of NIOSH 7400 protocol, counting rules A.

Dolphin Environmental Consultants shall collect ambient samples inside the work area, outside of the work area, at the negative pressure exhaust and outside the decontamination chamber and waste bag out as a minimum.

Dolphin Environmental Consultants will conduct area monitoring inside each containment during asbestos removal activities.

6.5.1 PCM CLEARANCE SAMPLING

After the completion of the settling and drying period of the encapsulant, an aggressive clearance will be conducted. An aggressive clearance is the collection and analysis by NIOSH 7400 protocol, "A" counting rules, as amended of air samples taken from the containment area after the use of an air blower such as a leaf blower, with the force of air unaltered, and operating as it comes from the factory directed at all surfaces in order to cause loose asbestos fibers to become airborne.

Clearance samples will be collected at a rate of at least 0.5 less than 16 liters per minute on 0.8 micron MCE filters in conducting cassettes with extension cowls. Minimum sample volume will be 1,250 liters. Clearance will be achieved if no sample, minus the background values, is reported greater than 0.01 f/cc.

All air samples will be analyzed by Eurofins, DSHS licensed Asbestos Laboratory in Rosenberg, Texas.



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7.0 ASBESTOS The Asbestos Abatement Contractor

7.1 SCHEDULING

All work will be performed as deemed by Fort Bend County (Owners Representative). There might be extended working hours granted by Fort Bend County (Owners Representative) to accommodate construction scheduling. Contractor shall work extended hours and, on the weekends, as requested by Fort Bend County (Owners Representative) and Dolphin Environmental Consultants. Any deviation, The Asbestos Abatement Contractor must submit his request in writing at least 48 hours in advance to Fort Bend County (Owners Representative) and Dolphin Environmental Consultants for approval.

7.2 AIR CLEARANCE TESTING

Dolphin Environmental Consultants and The Asbestos Abatement Contractor shall be responsible final visual inspections and Dolphin Environmental Consultants will conduct final air clearance testing as required.

7.3 ROYALTIES AND PATENTS

The Asbestos Abatement Contractor shall bear all costs for Patent infringement penalties, fees and legal costs. The Asbestos Abatement Contractor is responsible for his own licensing on Patents or be prepared to fully defend his decision on this issue.

7.4 INDEMNIFICATION

The Asbestos Abatement Contractor maintains responsibility throughout this project for protecting Fort Bend County (Owners Representative), occupants, visitors, employees, and sub-contractors ambient air environment against asbestos fiber exposure. Dolphin Environmental Consultants representative is only present to observe The Asbestos Abatement Contractor performance and compliance with applicable regulations and the Project Manual.

7.5 INSURANCE (STATED IN CONTRACT)

Prior to commencement of the work under this Contract, The Asbestos Abatement Contractor shall furnish to Fort Bend County (Owners Representative) satisfactory evidence of insurance as required by DSHS and Fort Bend County (Owners Representative) in the form of the original copy of certificates as stated in Fort Bend County (Owners Representative)'s written contract.

7.6 PROTECTION OF PERSONS AND PROPERTY

The Asbestos Abatement Contractor is responsible for performing all work under this contract without contaminating the surrounding environment with asbestos fibers. This includes outside regulated area locations, plant offices, machinery and equipment and any other release into unregulated spaces. The Asbestos Abatement Contractor is responsible for making right or clean-up of any such contamination to the satisfaction of Fort Bend County (Owners Representative).

7.7 RESPONSIBILITY FOR NON-MOVABLES

Any items left by the Owner and determined to be in the work areas (either agreed to or because of permanence of item) will be protected by the Asbestos Abatement Contractor at his expense with a critical layer of six (6) mil polyethylene sheeting and whatever additional means of protection is necessary. In areas where stored items are in contact with asbestos materials, or are contaminated with asbestos debris, the Asbestos Abatement Contractor will properly protect and decontaminate those items, whether they are to remain in the asbestos removal area or are to be removed and stored in another area.

7.8 RESPONSIBILITY FOR DAMAGES

The Asbestos Abatement Contractor is responsible for any damage caused by the Asbestos Abatement Contractor or his sub-contractors to the building work areas including but not limited to break areas, lunch facilities, restrooms, office area, elevators and doorways and areas leading to the work area. Within a regulated area the Asbestos Abatement Contractor is responsible for damage to items including but not limited any property owned by Fort Bend County (Owners Representative). The Asbestos Abatement Contractor will be required to document any damaged areas in and will then have the document signed off by Fort Bend County (Owners Representative) or Dolphin Environmental Consultants.

7.9 OSHA MONITORING REQUIREMENTS

The Asbestos Abatement Contractor is ultimately responsible for personal sampling as outlined in OSHA Standard 1926.1101 regardless of what removal methods are being used. To ensure proper procedures and for the protection of employees Dolphin Environmental Consultants will perform this function at the expense of The Asbestos Abatement Contractor. The air monitoring technician will remain on-site for the duration of the sampling period (in case of pump failure or emergency sampling elsewhere in the building) and analyze air samples on-site daily. The Asbestos Abatement Contractor will contract with Dolphin Environmental Consultants to conduct personal sampling and will be conducted daily on at least ten percent (10%) of personnel in each regulated work area by a Dolphin Environmental Consultants licensed individual air monitoring technician/project manager to check personal exposure levels versus respiratory protection and to check work practices. Personal sampling pumps shall have a flow rate of approximately two (2) liters per minute, and sample duration will be representative of full-shift and short-term exposure. A copy of all personal sampling information and results will be posted daily.

All determination of airborne concentration of asbestos fibers shall be made by the membrane filter method using phase contrast illumination and 400-450x magnification, with sample mounted in high viscosity solution of membrane filter material in accordance with NIOSH 7400 Methods, USEPA document 600/4-85-049 (Nov. 1985) and USEPA publication 560/5-85-024 (June 1984). The Asbestos Abatement Contractor personal samples will be analyzed in accordance with the OSHA 1926.1101 reference method.

7.10 WASTE DISPOSAL FEES, TRANSPORTATION AND REQUIRED LANDFILL

The disposal of all wastes both ACM and non-ACM are the responsibility of the Asbestos Abatement Contractor. The Asbestos Abatement Contractor will pay all transportation by a DSHS Waste Transporter licensed and pay all disposal fees.

7.11 UTILITY REQUIREMENTS

Fort Bend County will provide the necessary power and water for The Asbestos Abatement Contractor to perform his work. The Asbestos Abatement Contractor is responsible for all safety requirements needed to get the power lines to the project area.

7.12 WORKING WITH OTHER TRADES

The Asbestos Abatement Contractor will coordinate and work in harmony with all other trades present on the job site, and fully inform other trades personnel on scheduling, practices, procedures, hazards, and other aspects related to the project.

7.13 SAFETY AND SECURITY

Asbestos related work by the Asbestos Abatement Contractor shall in no way allow or create conditions which may result in the movement of air from any part of the work site which has potential for containing airborne asbestos to any part of contiguous buildings which are or may be occupied.

7.14 ASBESTOS THE ASBESTOS ABATEMENT CONTRACTOR SUB-CONTRACTORS

The Asbestos Abatement Contractor shall not subcontract any asbestos removal work or asbestos abatement processes. The Asbestos Abatement Contractor is required to submit a list of materials and sub-contractors to Fort Bend County (Owners Representative) prior to the start of work.

7.15 DOCUMENTS AT THE JOB SITE

7.15.1 PRE-JOB DOCUMENTATION

Dolphin Environmental Consultants required pre-job documentation in addition to those items requested at the time of bidding by Fort Bend County (Owners Representative) will be reviewed by Dolphin Environmental Consultant's representative before any work will begin. The Asbestos Abatement Contractor will not be allowed to start work without the following documentation in order, bound, and submitted to Dolphin Environmental Consultants for their review.

- DSHS The Asbestos Abatement Contractor License
- Name of Site Superintendent
- All Notifications
- Contractor's Detailed Work Schedule
- List of Sub-Contractors and Materials with MSDS's
- Qualifying Documents for Personnel on Site

7.15.2 REGULATIONS ON SITE

The Asbestos Abatement Contractor shall have on site all applicable federal, state, and city regulations that govern the type of work being conducted at the work site. The minimum requirements for the regulations on site are as follows:

- OSHA 29 CFR 1910.134 (respiratory protection)
- OSHA 29 CFR 1926.1101 (construction standard)
- USEPA NESHAPS CFR Title 40 Part 61 Subpart M
- DSHS Texas "Asbestos Health Protection Rules"

7.15.3 QUALIFYING DOCUMENTS FOR PERSONNEL ON SITE

The Asbestos Abatement Contractor shall maintain on site a three-(3) ring binder with a copy of the following documents for each supervisor and worker assigned to the work site. No worker or supervisor shall be allowed on site until these documents are at the site:

- DSHS Supervisor and/or Worker Licenses
- Supervisor and Worker Acknowledgment Statements
- Respirator Fit Test Documentation
- DSHS Physician's Written Opinion
- Current Supervisor and/or Worker training or refresher training

The above paperwork shall be maintained in the three-(3) ring binder by worker name in alphabetical order. An alphabetical list of all personnel on site shall also be in the front of the binder. This list will contain the following tabulated information for each worker: name (last, first), social security number, DSHS supervisor/worker license number, worker acknowledgment statement dates, fit test documentation date, worker/supervisor training date, and physical exam date. Any The Asbestos Abatement Contractor personnel whose paperwork previously mentioned is incomplete or not made available to the Dolphin Environmental Consultants representative on-site will not be allowed to perform any type of asbestos related work.

A current copy of this listing shall be provided to the Dolphin Environmental Consultants representative.

Worker acknowledgement example:

"I have been properly trained in asbestos abatement procedures if working for an asbestos abatement removal contractor. If not with the asbestos abatement removal Contractor I am aware of the hazards of asbestos and the safe procedures for entering and exiting an active removal area. I have been respirator fit-tested for the respirator I am presently using and I understand the safe use and limitations of the respirator. I have received initial and annual medical exams which meet OSHA Standard 29 CFR 1926.58."

7.15.4 DAILY DOCUMENTATION

As work progresses, the following information shall be maintained by The Asbestos Abatement Contractor in three-(3) ring binders.

Regulated Area Sign In/Out Sheets
Daily Site Visitors Log Sheets
Signed Visitors Acknowledgment Statements

7.15.5 PERSONNEL AIR SAMPLING DOCUMENTATION

A copy of the personal sampling results will be posted daily (from previous day) by Dolphin Environmental Consultants. The daily air samples will be posted and will be incorporated into the final documentation package at the job completion. The personnel air sampling documents will list each sample's number and result, name and last four (4) digits of the social security number of the individual sampled, respiratory protection donned, type of removal, start and stop flow rates, sampling start/stop times, date, microscope field area, rotometer identification, analysis method, number of fibers per fields counted and cassette size. Air sample analysis results will be reported in fibers per cubic centimeter.

7.15.6 POST-JOB SUBMITTALS

Post-job submittals will be submitted within ten (10) days after the completion asbestos removal project

7.16 PROJECT COORDINATION

7.16.1 SITE SUPERINTENDENT

The Asbestos Abatement Contractor shall provide at least one (1) DSHS licensed Supervisor who may also function as Site Superintendent whose responsibilities include coordination, safety, security, storage of asbestos waste, posting of signs and markings and execution of all phases of the asbestos removal project. This person will be present whenever any Class II regulated work is being performed on this project.

The Site Superintendent will act as the Competent Person as defined in OSHA Regulation 1926.1101. The Site Superintendent will not be used as an asbestos removal worker and will be on site at all times during the project. The Site Superintendent shall be stationed outside of the work area to control access to the contained removal area. On occasion when the Site Superintendent is in the work area, a registered asbestos worker shall be stationed outside of the regulated area until the Site Superintendent returns.

7.16.1.1 TRAINING REQUIREMENTS

The Site Superintendent shall be a DSHS defined Designated Person for purposes of this contract and will possess a current DSHS License as required by "The Texas Asbestos Health Protection Act," Texas Civil Statutes, Article 4477-3a, revised March 2003, he/she shall be a OSHA defined Competent Person per OSHA regulation 29 CFR 1926.1101, dated August 10, 1994, with effective enforcement date of October 11, 1994.

7.16.2 FOREMAN

The Asbestos Abatement Contractor shall provide a foreman, responsible and capable of executing the work in a proper and safe manner, qualified in the use of all equipment, and trained in all aspects of worker protection and decontamination. The foreman will possess a current DSHS Worker Certification as required by "The Texas Asbestos Health Protection Act," Texas Civil Statutes, Article 4477-3a, revised March 2003.

8.0 WORKER PROTECTION

8.1 REGULATORY COMPLIANCE

The Asbestos Abatement Contractor shall comply with the applicable requirements of the Occupational Safety and Health Act of 1970. Matters of interpretation of any standards shall be submitted by The Asbestos Abatement Contractor to the appropriate administrative agency for resolution before starting the work.

8.2 WORKING WITH OTHER TRADES

When other trades personnel (electrician, welder, scaffold technicians etc.) are required to enter the contained asbestos removal areas to perform emergency work the following procedures will be followed:

1. Submit to Dolphin Environmental Consultants, DSHS asbestos worker registration, medical records, and current training certificate prior to beginning any asbestos related activity. All personnel shall also read, understand, and sign a worker's acknowledge statement.
2. All personnel shall sign in and out of the bound logbook and enter the date and time prior to and at the conclusion of any asbestos related activity.
3. Assign and properly fit test each individual for a NIOSH approved respirator as required by this project manual. All fit testing shall be documented as required in these specifications. All personnel shall wear disposable full body protective clothing and any other necessary protective equipment as outlined in these specifications.
4. Full shower and decontamination procedures will be followed, along with the proper decontamination of any tools or equipment brought outside the work area.
5. All respiratory protection and protective clothing to be provided by The Asbestos Abatement Contractor, unless otherwise agreed upon.

8.3 PROTECTIVE CLOTHING

All personnel in asbestos abatement areas shall wear special clothing such as coveralls or similar whole-body clothing, respirators, gloves, rubber boots, head and foot coverings. This applies to residual cleaning, masking, sealing, demolition, all removal operations, and final cleaning. It is required that The Asbestos Abatement Contractor uses only disposable clothing. Washing and reuse of protective clothing will not be allowed. Contaminated clothing shall be disposed of as if it was asbestos material. All disposable clothing shall be flame-retarding treated. Street clothes worn to and from the job site shall not be worn inside any asbestos abatement area.

8.4 ELECTRICAL HAZARDS

The Asbestos Abatement Contractor is responsible for using safe procedures to avoid electrical hazards. At Fort Bend County (Owners Representative) discretion, The Asbestos Abatement Contractor will be responsible for all power to be shut off, locked out, tagged, and tested. The Asbestos Abatement Contractor equipment shall meet electrical codes and be maintained in good condition.

8.5 FIRE AND SMOKE DETECTION DEVICES

The Asbestos Abatement Contractor will have type 10 ABC fire extinguishers in regulated area and outside all entry/exits. The fire extinguishers will be readily accessible and denoted with conspicuous signs. As per DSHS, one (1) fire extinguisher per one thousand square feet is required. The Asbestos Abatement Contractor will provide trained personnel in fire safety and prevention to make up a Fire Brigade to meet OSHA 29 CFR 1926 and OSHA 29 CFR 1910 requirements.

9.0 RESPIRATORY PROTECTION

9.1 GENERAL

Respiratory protection shall be worn by all individuals inside the work area from the initiation of the asbestos project until all areas have successfully passed final clearance air monitoring in accordance with this project manual.

9.2 NIOSH REQUIREMENTS

All respiratory protection shall be NIOSH approved in accordance with the provisions of 30 CFR Part 11. All respiratory protection shall be provided by The Asbestos Abatement Contractor and used by workers in conjunction with the written respiratory protection program.

9.3 RESPIRATOR SELECTION

The Asbestos Abatement Contractor shall provide respirators selected by an Industrial Hygienist that meet the following requirements:

1. Full face piece powered air-purifying respirators (PAPR) equipped with P100 filters shall be worn during the removal, encapsulation, enclosure, repair and/or other disturbance of friable asbestos containing material whenever airborne fiber concentrations inside the work area are equal to or greater than 0.5 f/cc. A supply of charged replacement batteries, P100 filters and flow test meter shall be available in the clean room for use with powered air-purifying respirators. P100 filters shall be changed daily or as flow testing indicates change is necessary. Any Type C supplied-air respirator operated in continuous flow may be substituted for a powered air-purifying respirator.
2. Half-mask or full-face air-purifying respirators with P100 filters shall be worn only during the preparation of the work area, performance or repairs and final clean-up procedures after clearance provided airborne fiber concentrations inside the work area are less than 0.1 f/cc.
3. Use of single use dust respirators is strictly prohibited.

9.4 RESPIRATORS FOR VISITORS

Authorized visitors shall be provided with suitable respirators and instruction on the proper use of respirators by The Asbestos Abatement Contractor whenever entering the work area. Qualitative or quantitative fit testing shall be done to ensure proper fit of respirator.

9.5 FIT TESTING

The Asbestos Abatement Contractor shall ensure that all workers are qualitatively or quantitatively fit tested by an Industrial Hygienist initially and twelve (12) months thereafter with the respirator he/she will be using. This fit test shall be considered void if the worker begins using a different respirator. Workers shall be provided with personally issued and individually marked respirator to insure that he uses only the respirator that he was fit tested for. Only waterproof identification markers shall be used on respirators. Respirators shall not be marked with any equipment that will alter the fit / integrity of the respirator in any way. The Asbestos Abatement Contractor shall maintain a record of all fit testing as required in these specifications.

9.6 FACIAL HAIR

No facial hairs (beards or excessive sideburns) shall be permitted to be worn when wearing respiratory protection that requires a mask-to-face seal. Neatly trimmed mustaches will be allowed.

9.7 GLASSES AND CONTACT LENSES

Contact lenses shall not be worn in conjunction with respiratory protection on asbestos projects. If a worker wears glasses, a spectacle kit to fit their respirator shall be provided by The Asbestos Abatement Contractor at The Asbestos Abatement Contractor expense.

9.8 DONNING RESPIRATORS

Whenever the respirator design permits, workers shall perform the positive and negative air pressure fit test each time a respirator is worn. Powered air-purifying respirators shall be tested for adequate flow as specified by the manufacturer.

9.9 DECONTAMINATION PROCEDURE

Respiratory protection maintenance and decontamination procedures shall meet the following requirements:

Respiratory protection shall be inspected and decontaminated on a daily basis in accordance with OSHA 29 CFR 1910.134 (b); and HEPA filters for negative pressure respirators shall be disposed of and replaced with a new filter after each shower. Respiratory protection shall be the last piece of worker protection equipment to be removed during decontamination. Workers must wear respirators in the shower when going through decontamination procedures. All respirators shall be stored in a dry place and in such a manner that the face piece and exhalation valves are not distorted; and organic solvents shall not be used for washing of respirators.

10.0 MATERIALS AND EQUIPMENT

10.1 GENERAL

The Asbestos Abatement Contractor shall furnish all equipment, tools, and clothing necessary to perform the work in a safe and expeditious manner. Power equipment shall conform to OSHA Standard 1910.95 Occupational Noise Exposure with the exception that personnel, including The Asbestos Abatement Contractor shall never be exposed to a noise level higher than 85 dB for an eight (8)-hour duration.

10.2 VACUUM AND EXHAUST EQUIPMENT

All vacuum and exhaust equipment shall have filtering in conformance with ANSI z9.2. Filters of different materials are permitted upon submissions of a certificate of compliance with ANSI z9.2. No bypass devices are permitted. Provision shall be made to empty the collection containers without creating visible emissions of particulate matter.

All filter changes and emptying of collection containers shall be done in sealed removal work sites. All used filters and other contaminated materials shall be disposed of as asbestos waste.

10.3 ELECTRICAL EQUIPMENT

The Asbestos Abatement Contractor shall ensure all electrical equipment is in good working condition. Ground fault circuit interrupters will be used on all power cords leading into the work areas.

10.4 HEPA FILTRATION UNIT REQUIREMENTS

The HEPA filtration units shall be equipped with the following:

1. Magnehelic gauge to monitor the unit's air pressure difference across the filters and be able to interpret Magnehelic reading to cubic feet per minute (CFM).
2. New, unused HEPA filter free of any rips, tears, or holes in filter element will be installed in each unit.
3. Hour meter, to record unit operation time.
4. Audible alarm with or without flashing red light for unit shutdown.
5. Amber flashing warning light for filter loading.

All flexible ducting, vent tubing, adapter plates and other equipment used for the passage of filtered air shall be undamaged and free of air leaks at all points. All flex tubing will be secured to exhaust equipment with hose clamps.

Pre-filters shall be changed frequently during removal (at least once per hour under heavy removal conditions). They will be changed before airflow is altered to drop work site air exchange below six (6) air changes per hour. A minimum pressure of -0.02 IWC must be maintained in the containment at all times from start up to final air clearance.

HEPA air filtration units will be exhausted outdoors. At no time shall the pressure differential ventilation unit exhaust within forty (40) feet of an air intake port or adversely affect the air intake louvers, or entrances to any building.

All pressure differential units brought on site will be clean and subject to inspection by a Dolphin Environmental Consultants representative for visual dust contamination. Equipment will be undamaged and in good condition and be free from visual dust and debris and with **no** HEPA filter

installed. After passing visual inspection, a new, unused, and undamaged HEPA filter will be installed. Previously used or contaminated HEPA filters will not be allowed on site.

10.5 MISCELLANEOUS MATERIALS

Duct Tape: Provide duct tape in 2" or 3" widths as indicated with an adhesive that is formulated to stick aggressively to sheet polyethylene.

Spray Cement: Provide spray adhesive in aerosol cans that is specifically formulated to stick tenaciously to sheet polyethylene.

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

Amended Water: Provide water to which a surfactant has been added. Use a mixture of surfactant and water which results in wetting of the asbestos-containing material and retardation of fiber release during disturbance of the material equal to or greater than that provided by water amended with a surfactant consisting of one (1) ounce of a solution of 50% polyoxymethylene ester and 50% polyoxymethylene ether mixed with five (5) gallons of water.

11.0 DECONTAMINATION / WASTE LOAD OUT UNIT FOR CONTAINMENT SYSTEMS

11.1 DECONTAMINATION UNIT DEFINITION

It is The Asbestos Abatement Contractor responsibility to provide three-(3) stage functional wet decontamination chambers consisting of an equipment room, air lock, shower, air lock and clean room for personnel involved in asbestos removal. Each of the three-(3) rooms shall be of a sufficient size to accommodate The Asbestos Abatement Contractor contaminated personnel and related equipment. The rooms shall be PVC or metal framed and attached and sealed to the regulated area and utilized as the entry/exit way whenever feasible. The three-(3) rooms together will be referred to as the Decontamination Chamber. A Decontamination Chamber will be required for each separate contained regulated removal work site.

11.1.1 EQUIPMENT ROOM

The Equipment Room shall provide an intermediate area of lesser asbestos pollution for decontamination of personnel. This room shall be vacuumed and wet wiped during and after each shift in order to prevent asbestos dust and debris accumulations. Equipment may be stored in this area but should be stored in a tidy fashion and should at no time obstruct traffic in and out of containment. It also serves as access area to the shower for personnel leaving the work area. Asbestos waste bags should be hung on the wall for discarded clothing. Workers leaving regulated area shall remove and dispose of disposable protective suits and wear only respirators into air lock and then the shower.

11.1.2 SHOWER ROOM

The Shower Room shall have a continuous supply of cold and hot water and be suitably arranged for complete showering during decontamination. Fort Bend County (Owners Representative) may only supply cold water, if so, The Asbestos Abatement Contractor will heat the water with his own equipment. There will be at least one (1) showerhead for every ten-(10) workers inside containment. The shower shall be designed in such a manner that water will not leak, spray, or drip out onto the floor. The Shower Room will then have an airlock between the shower and clean room. All showers will have a minimum three-(3) stage filtering system for waste water connected immediately off of the drain pipe or sump pump outlet. The first stage will efficiently filter fibers down to twenty (20) microns in length, the second filter efficiently down to five (5) microns in length and the third filter efficiently down to one (1) micron in length.

11.1.3 CLEAN ROOM

The Clean Room shall store asbestos worker's street clothing, clean protective clothing and clean respirator equipment. It shall have individual lockers and clean sealable plastic bags for storage of street clothes and respirators. Contaminated clothing, respirators, tools, equipment, or other materials shall not be allowed to be introduced into the Clean Room or into unmasked areas. The Clean Room will serve as an access for personnel entering the work area, and for the donning of respiratory protection and protective clothing. It shall be equipped with a lockable door or designated security person to prevent access during off-shift hours.

12.0 ENCLOSURE (CONTAINMENT) SYSTEMS FOR CLASS I and II

12.1 CARE FOR NON-MOVABLES

Any equipment, fixtures, or stored material that cannot be removed and that must remain in the work area will be covered, masked and sealed with a minimum of one (1) layer of six (6) mil polyethylene sheeting.

12.2 CRITICAL BARRIERS

Prior to any masking and sealing operations which will make up the asbestos removal work area, all windows, doors, openings, ducts, drains and vents will be masked and sealed with a minimum of one (1) layer of six (6) mil equivalent polyethylene sheeting. This regulated area, along with the decontamination chamber, will constitute critical barriers, and will isolate the contained work site from surrounding areas except where air must enter the work site due to the use of exhaust equipment.

12.3 WALL AND CEILING POLY SHEETING

Any porous walls or ceilings that can't be wiped down shall be masked and sealed with a minimum of one (1) layer of 6 mil equivalent polyethylene sheeting,

Alternative masking and sealing methods, procedures, and design will be considered, as well as alternate removal techniques, if all elements of proper and safe procedures to prevent contamination and exposure can be demonstrated. Any alternative methods must be reviewed and approved by Dolphin Environmental Consultants representative and Fort Bend County (Owners Representative) using variance procedures.

12.4 SIGNS AND POSTINGS

Signs shall be posted prior to asbestos removal as required in 1926.1101 of the Occupational Safety and Health Standards Federal Register, Volume 59 No. 153, August 10, 1994. The signs shall display the proper legend in the lower panel, with letter sizes and styles of a visibility at least equal to that specified in OSHA Standard 1926.1101. The signs in English and Spanish will read as follows:

DANGER
ASBESTOS
CANCER AND LUNG DISEASE HAZARD
AUTHORIZED PERSONNEL ONLY
RESPIRATORS AND PROTECTION
CLOTHING ARE REQUIRED IN THIS AREA

The signs shall be posted near the perimeter of asbestos removal or demolition areas, construction areas where airborne asbestos dust or fibers are being emitted, and along the route to the temporary holding area.

13.0 REMOVAL METHODS INSIDE CONTAINMENT (CLASS II)

13.1 GENERAL REQUIREMENTS

Removal of all asbestos-containing materials other than transite or roofing materials shall be done utilizing full containment which consists of polyurethane flooring, non-removal walls and ceilings, pressure differential air filtration techniques, wet methods, and attached three-(3) stage decontamination chamber, attached waste load out, the masking and sealing of all openings. The containment will be setup to allow unrestricted safe access by abatement personnel. The Asbestos Abatement Contractor will be allowed to use alternative removal procedures as stated in these specifications in isolated areas, only if approved by Dolphin Environmental Consultants in writing.

13.2 WORK PRACTICES

Removals shall be as indicated and as specified herein and shall be performed in a neat and workman like manner to the limits indicated or specified. Asbestos shall be consistently and thoroughly wetted with a fine spray of amended water and shall be carefully removed and immediately placed in approved and labeled six (6) mil polyethylene disposal bags. Accumulation of large quantities of asbestos containing on the floor is strictly prohibited. At the conclusion of the workday or at the time of a shift change there should be a minimal amount of asbestos debris on the floor. Accumulation of asbestos waste bags inside the containment will not be allowed. Asbestos waste bags should at no time restrict traffic in and out of the containment.

13.3 WET METHODS

Wetting of asbestos is to be done with low pressure airless spray equipment, using water amended with a wetting agent/surfactant. Stationary foggers used to precipitate airborne fibers during and after removal operations should have a capacity sufficient for prolonged usage and may not serve as the only wetting source.

13.4 ALTERNATE METHODS

The Asbestos Abatement Contractor will be allowed to use alternative techniques only if approved by Dolphin Environmental Consultants in writing. Any alternate methods will be carefully monitored by Dolphin Environmental Consultants using air and dust testing methods.

13.5 FINAL CLEANING

After final cleaning and removal of visible accumulations of asbestos-containing waste material, wet wiping and HEPA vacuuming shall be performed on all surfaces. To pick up excess water and gross saturated debris, a wet-dry HEPA vacuum, dedicated to asbestos abatement, may be used.

14.0 VISUAL INSPECTION AND FINAL AIR CLEARANCE

14.1 VISUAL INSPECTION

After the completion of the asbestos removal, a Dolphin Environmental Consultants representative and The Asbestos Abatement Contractor Site Superintendent will conduct a visual clearance inspection of the work area. The Dolphin Environmental Consultants Project Manager is designated to conduct the visual inspection. This inspection will include checking of all surfaces within the regulated work area to see if they are free of visual dust and debris and that ACM disposal bags have been removed from the regulated work area. A certificate of final visual inspection will be signed by the Dolphin Environmental Consultants representative and The Asbestos Abatement Contractor Site Superintendent after the visual inspection passes. The certificate will become part of the project documentation.

14.2 ENCAPSULATION

After the satisfactory visual inspection, The Asbestos Abatement Contractor will apply post removal encapsulant to all surfaces within the regulated work area. The regulated work area will then be sealed for a settling period of twenty-four (24) hours and the post removal encapsulant is dry. The encapsulant shall not contain volatile hydrocarbons.

14.3 AGGRESSIVE AIR CLEARANCE

After the completion of the settling and drying period of the encapsulant an aggressive clearance will be conducted. An aggressive final air clearance test of the containment air will be collected after the use of an air blower such as a leaf blower, with the force of air unaltered, and operating as it comes from the factory directed at all surfaces in order to cause loose asbestos fibers to become airborne.

15.0 DISPOSAL

15.1 REGULATORY COMPLIANCE

In addition to any detailed requirements of these specifications, The Asbestos Abatement Contractor shall at his own cost and expense comply with all laws, ordinances, rules and regulations of Federal, State, Regional and Local Authorities regarding handling, storing, transporting and disposing of asbestos waste materials.

15.2 RESPONSIBILITY FOR DISPOSAL FEES

The Asbestos Abatement Contractor shall be responsible for landfill disposal fees and shall be responsible for fees associated with asbestos waste disposal containers and transportation of asbestos waste disposal containers, which shall be done as soon as possible.

15.3 ASBESTOS THE ASBESTOS ABATEMENT CONTRACTOR RESPONSIBILITY

The Asbestos Abatement Contractor shall be responsible for all necessary precautions to prevent pollution by spillage during the performance of services and shall assume full responsibility for all The Asbestos Abatement Contractor caused spills, which shall be cleaned up at The Asbestos Abatement Contractor expense.

15.4 WARNING LABELS

Warning labels having waterproof print and permanent, waterproof adhesive shall be affixed to all bags, drums (lid and sides), and other containers used for asbestos waste. Labels shall be conspicuous and legible and shall contain the following warning:

DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD

15.5 U.S.D.O.T. LABELS

In addition to the labels specified above, the US Department of Transportation requires all bags and drums in which asbestos waste is transported to exhibit conspicuous, waterproof, permanent labels with the following information:

RQ (ASBESTOS)
CLASS 9
NA 2212
P.G.III

15.6 GENERATOR LABELS

Conspicuous, permanent labels will be affixed to each waste bag or wrapped piping or tank and will read:

William C. Butler
930 Third Street
Rosenberg, Texas 77061

15.7 TRANSPORTATION TO LANDFILL

The transportation will be done by a DSHS waste transporter licensed who is insured for transporting Type 1 asbestos waste. The waste will be disposed in an EPA and TCEQ approved landfill. Asbestos waste material shall be transported as soon as there is a sufficient quantity available for transportation. to the TCEQ approved disposal site. Procedures for transporting and disposal shall comply with 40 CFR 61 Subpart M, Federal Emission Standards and all other applicable state, regional and local government standards. In addition, vehicles hauling asbestos waste materials shall be covered to prevent emission of asbestos in route to the disposal site. The Asbestos Abatement Contractor will assure the presence of the Dolphin Environmental Consultants representative when bags are removed from the work sites and will provide a daily tally.

15.8 LANDFILL REQUIREMENTS

Disposal Sites. The Asbestos Abatement Contractor shall ensure that the disposal site is approved for asbestos disposal by the EPA, State or local regulatory agency. A waste manifest designating the number of bags and cubic yard(s) of asbestos waste accepted by the disposal site shall be provided to Dolphin Environmental Consultants. Any area for temporary storage of asbestos waste must be approved by Fort Bend County (Owners Representative) and Dolphin Environmental Consultants.

16.0 KEY PERSONNEL DIRECTORY

Asbestos Consultant Agency: Hansbury Enterprises, Inc. dba Dolphin Environmental Consultants
17424 W Grand Parkway S, Suite 402
Sugar Land, Texas 77479
DSHS Asbestos Consulting Agency License #10-0001
Office 281-240-4646
info@dolphinenvironmental.com

DSHS Consultant: Joseph Bury 713-252-4286
DSHS Project Manager: Edgar Cazares 713-294-9043

Authorization is hereby given to Edgar Cazares to perform visual inspections of work areas for cleanliness and workmanship and to conduct final air clearances of all containments and is a DSHS licensed Project Manager.

Signed: Joe Bury - Individual Asbestos Consultant 10-5005, Expires January 2, 2026



Building Owner Representative Fort Bend County
Owners Representative: James Knight, AIA
Contact Telephone: 281-238-3095

DSHS The Asbestos Abatement Contractor TBD