

**Office of Finance**  
**Division of Procurement**  
**MONTGOMERY COUNTY PUBLIC SCHOOLS**  
**Rockville, Maryland**

**Invitation For Bid #9186.19**  
**Asbestos Abatement at Various Locations**

**GENERAL CONDITIONS AND SPECIFICATIONS**

**I. GENERAL CONDITIONS**

**A. SCOPE**

The work includes all labor, materials, equipment, and services necessary or incidental to the execution and completion of asbestos abatement removal at various Montgomery County Schools (MCPS) and offices located throughout Montgomery County, Maryland, occasional lead-based paint stabilization may be required. The terms and conditions in this solicitation will be made part of all future proposals for asbestos abatement individual projects during the contract term.

In addition to the school building, all Asbestos Containing Building Material (ACBM) found in or on any other structures or equipment, crawlspace areas under the buildings, and any demolitions necessary to access ACBM in suspect locations i.e. behind fixtures in walls, pipe chases, or above smooth plaster ceilings shall be considered within the scope of this contract and therefore shall be removed according to all requirements set forth on individual projects.

1. It is the intention of these specifications to secure all-inclusive prices **from the Montgomery County Public Schools (MCPS) Pre-Qualified Asbestos Contractors only**, to fully cover all required materials and labor for the removal and proper disposal of ACBM adhering to the latest applicable laws, codes and regulations of the various bodies of the State of Maryland, Federal/Local Governments and all boards, departments or authorities having jurisdiction,
2. The Contractor(s) shall remove all ACBM in compliance with the National Emission Standard for Hazardous Air Pollutants (NESHAP), Occupational Safety and Health Administration (OSHA), Asbestos Hazards Emergency Response Act (AHERA), and Maryland Occupational Safety and Health Administration (MOSHA) regulations.

3. The prices submitted will be used for award purposes and for change orders from individual projects as needed. Bid prices for the locations specified on the Item Specifications form shall be all inclusive to cover the removal and disposal of ACBM at all locations listed. Only approved Prequalified Contractors will be considered for future projects at any MCPS schools, offices and/or locations.

#### **B. AWARD**

1. This solicitation does not commit MCPS to award any contract or to pay any costs incurred in the preparation of a response. It is the intention to obtain hourly rates for future asbestos projects from the pre-qualified contractors, and with regard to the bidder's ability to perform should it be awarded the contract. All other evaluations conducted by MCPS of the bidder for such items as pending or past litigations, etc. shall be taken into consideration. However, the Board of Education reserves the right to make awards according to the best interest of the Board of Education of Montgomery County, Maryland. Awards are contingent upon availability of funds.
2. Wherever the term "provide" is used, it shall mean, "furnish and install in place, complete in all details".

#### **C. MANDATORY SITE INSPECTION**

It is the bidders' obligation to attend the site visits and take measurements based on the sketch provided to be considered for award of any other projects under this solicitation. Accurate Sq. Ft. per each location shall be included as part of the bid response. Each proposal shall identify start and completion dates. When proposal has been submitted and received, it shall be understood that the work site has been inspected and that the Contractor is aware of the needs and conditions under which the work is to be accomplished. Failure to do so will not relieve the successful bidder of the obligation to furnish all materials and labor necessary to fully carry out the provisions of the contract documents. Bidders submitting a bid without visiting the sites and providing inaccurate dimensions will not be considered for award.

#### **D. SCHEDULE/RESTRICTIONS**

1. **Time is of the essence in the performance of this contract.** Start and end dates will be coordinated with the MCPS Asbestos Abatement Unit for each project. Late charges will be deducted for failure to meet any target dates without an MCPS approved extension.
2. Work hours shall be between 6:30 a.m. – 5:00 p.m. Monday through Friday unless previously authorized by the MCPS Environmental Health Specialist (EHS).
3. Contractor shall complete all of the projects assigned, including all damages caused by removal, by the schedule set-forth in the abatement plan. MCPS reserves the right to assess late charges for non-completion as specified on each proposal. See Paragraph G., Late Charges for Failure to Complete on Time.

**MCPS stipulates that no less than ten workers shall be working in the abatement**

**area at all times, unless otherwise authorized by the EHS.** The Contractor shall indicate in the abatement plan the number of workers that will be assigned to each project. The Contractor can increase the number of workers but shall not decrease the number indicated in the abatement plan.

4. The Contractor shall not commence work without the MCPS EHS approval of the schedule and contract cost components. The Contractor shall take into consideration that school may be in session while work for this contract is being performed and that no work performed by the Contractor shall disrupt normal school functions. The Contractor shall anticipate these occurrences in their response, and no changes in contract amount or completion date will be made.
5. The pre-qualified contractors will be notified in writing when need arises and will be giving the opportunity to submit a firm fixed price to complete the work. Once pricing is received for each project and evaluated a purchase order will be issued to the low responsive contractor.

#### **E. CONTRACT TERM**

The term of contract shall be for one year as stipulated on the Invitation For Bid. However, the contract may not begin until one day after approval by the Board of Education and will conclude as stated under the contract term. MCPS reserves the right to extend this contract at existing prices, terms and conditions for up to four additional one-year terms. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful bidder(s) 90 days prior to the expiration of the original contract. The bidder(s) will have ten days from the date of notification to return the notice acknowledging its intent to accept or reject the extension. Once all responses are evaluated, MCPS staff may make a recommendation to the Board of Education to extend the contract or decide to rebid. If the contract is extended by the Board of Education a contract amendment will be issued.

If a Contractor has incurred in any violations during the term of the contract, based on the severity and at MCPS sole discretion the contractor will be removed from the pre-qualified contractors list and will not be able to participate in any future projects until further official notice. Contractor's Pre-qualification review process is done on a yearly basis.

#### **F. WARRANTY**

1. The specifications require that all workmanship and materials shall be guaranteed for two years. The warranty shall begin once the EHS has approved the contractor's final invoice for payment.
2. Warranty shall provide for replacement of defective materials plus installation and labor. Any warranty claim made by MCPS prior to the expiration of said warranty shall be satisfied although the warranty has subsequently expired. Failure of a bidder to provide satisfactory warranty service to MCPS will be grounds for exclusion from future bidding.

## G. DEVIATIONS

All bids, meeting the intent of the invitation, will be considered for award. Bidders who are deviating from the terms, conditions, and/or specifications shall list such and explain fully on a separate sheet to be submitted with their bid. The absence of such a sheet shall indicate that the bidder has taken no exception and shall be held responsible for performing in accordance with the terms, conditions, and specifications as stated herein.

## H. SUBMISSION OF BIDS

### 1. Quotation Form

- a) One copy of the bid is requested. Quotations are to be entered on the Item Specifications Form supplied herein. email responses are accepted.
- b) Bidder must submit a price for each line listed on the Item Specifications Form. Submission of one price for all the locations without indicating a price per item shall be considered non-responsive and will invalidate the bid. This solicitation shall be valid for acceptance during a period of no less than 90 days from the date of opening. Once the contract is approved, terms and conditions of the solicitation shall prevail throughout the contract period.

### 2. Addenda/ Errata

Changes and addenda may occur prior to the solicitation opening date and time. It is the sole responsibility of the vendor to check the "Event Calendar" on the MCPS website <http://www.montgomeryschoolsmd.org/departments/procurement> or contact Laly Bowers by email at [Laly\\_A\\_Bowers@mcpsmd.org](mailto:Laly_A_Bowers@mcpsmd.org) and [procurement@mcpsmd.org](mailto:procurement@mcpsmd.org) to verify whether addenda/errata have been issued. Failure to provide the signed acknowledgement of the addenda/errata may result in a bid being deemed non-responsive.

### 3. Contractor's Obligation Regarding Criminal Records of Individuals Assigned to Work in MCPS Facilities

All MCPS Contracts must include the following provisions:

- a. **Prohibition against assigning registered sex offenders and individuals convicted of sexual offenses, child sexual abuse, and other crimes of violence to MCPS contracts:**

Maryland Law requires that any person who enters into a contract with a county board of education "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender. Under §11-722 of Criminal Procedure Article of the Maryland Code, an employer who violates this requirement is guilty of a misdemeanor and if convicted may be subject to up to five years imprisonment and/or a \$5,000.00 fine. Effective July 1, 2015, amendments to § 6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system may not knowingly assign an employee to work on school premises with direct, unsupervised, and

uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving:

1. A sexual offense in the third or fourth degree under § 3–307 or § 3–308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under § 3–307 or § 3–308 of the Criminal Law Article if committed in Maryland;
2. Child sexual abuse under § 3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under § 3-602 of the Criminal Law Article if committed in Maryland;
3. A crime of violence as defined in § 14–101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of § 14–101 of the Criminal Law Article if committed in Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under § 3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.

Each contractor is required to submit, following award of a contract, documentation confirming that its direct employees and those of any sub-contractors and/or independent contractors assigned to perform work in a MCPS school facility under the contract meet this obligation.

Additionally, the contractor must confirm that it continues to meet this obligation on an annual basis and/or when there are changes in the work-force that the contractor and/or its subcontractors use to perform the work required by the contract.

Violation of this provision is a material breach of contract for which MCPS may take appropriate action up to and including termination of the contract.

b. **Required criminal background check process for certain individuals in the contractor’s workforce:**

Under recent amendments to § 5-551 of the Family Law Article of the Maryland Code, each contractor and subcontractor shall require that any individuals in its work-force must undergo a criminal background check, including fingerprinting, if the individuals will work in a MCPS school facility in circumstances where they have direct, unsupervised, and uncontrolled access to children. The term “work-force” in this and

the preceding section refers to all of the contractor's direct employees, subcontractors and their employees, and/or independent contractors and their employees that the contractor uses to perform the work required by the contract.

Fingerprinting for the criminal background check may be performed by the MCPS Office of Human Resources and Development, 45 W. Gude Drive, Rockville, MD 20850, or through another service approved by MCPS. Individuals fingerprinted by MCPS will be required to provide written consent, and MCPS will maintain copies of all records for criminal background checks performed by MCPS. If the contractor uses another service approved by MCPS, the results of the criminal background check must be provided to MCPS for record keeping. A list of MCPS approved fingerprinting agencies can be found on the Procurement Unit website at <http://www.montgomeryschoolsmd.org/departments/procurement>.

The contractor must take appropriate steps to promptly follow up on information identified in the criminal background check related to the sexual offenses, child sexual abuse offenses, and crimes of violence enumerated above, as well as any information regarding offenses involving distribution of drugs or other controlled substances, or any other criminal information identified by MCPS as warranting further explanation insofar as it may significantly affect the safety and security of MCPS students. If, after following up, the contractor believes that the individual is qualified and should be assigned to work (or continue to work) in a MCPS school facility, then the contractor will provide a written summary to MCPS justifying its recommendation. MCPS will rely on the contractor's summary to determine whether to accept the contractor's recommendation, and the contractor will be responsible for any consequences of a material misrepresentation in its written summary.

Once the contract is awarded, the contractor is responsible for implementing the background check process. An individual in the contractor's work-force may not begin work in a MCPS school facility on an assignment where the individual will have direct, unsupervised, and uncontrolled access to children, until: (a) the background check results for that individual have been received by MCPS; (b) the contractor certifies to MCPS that the individual has received training and/or reviewed informational materials, as appropriate, regarding recognizing, reporting, and preventing child abuse and neglect, consistent with the content provided in training for MCPS employees; and (c) the individual obtains a MCPS identification badge. The badge will be issued by the MCPS Department of Safety and Security, 850 Hungerford Drive, Room 131, Rockville, MD 20850. Appointments are made by calling 301-279-3066. The contractor will be required to return all badges at the conclusion of the contract.

The criminal background check and badging process will be at the contractor's expense.

Violation of this provision is a material breach of contract for which MCPS may take appropriate action up to and including termination of the contract.

**I. MULTI-AGENCY PARTICIPATION**

MCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other Federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not be limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that required these goods, commodities and/or services. Use of this solicitation by other agencies may be dependent on special local/state requirements attached to and made a part of the solicitation at time of contracting. The supplier/contractor agrees to notify the issuing agency of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested.

A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies. Each participating jurisdiction or agency shall enter into its own contract with the Award Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted “directly” to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award Bidder. MCPS assumes no authority, liability, or obligation on behalf of any other public or non-public entity that may use any contract resulting from this bid MCPS pricing is based on the specifications provided in this solicitation.

A negative reply will not adversely affect consideration of your bid/proposal.

**J. eMARYLAND MARKETPLACE REGISTRATION**

Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace. Registration is free. It is recommended that any interested supplier register at [www.eMarylandMarketplace.com](http://www.eMarylandMarketplace.com), regardless of the award outcome for this solicitation, as it is a valuable resource for upcoming bid notifications for municipalities throughout the State of Maryland.

**K. AWARD CRITERIA**

1. Conformance to specifications
2. Ability to perform
3. Price
4. Past performance

**L. INQUIRIES**

Inquiries regarding this solicitation must be submitted in writing, to Mrs. Laly Bowers, Buyer II, Montgomery County Public Schools, Division of Procurement, 45 West Gude Drive, Room 3100, Rockville, Maryland 20850, via email [Laly A Bowers@mcpsmd.org](mailto:Laly_A_Bowers@mcpsmd.org) Questions must be received no later than four business days prior to bid opening in order for the bidder to receive a reply prior to submitting its bid. The Board of Education will not be responsible for any oral or telephone explanation or interpretation. Vendor contact with any other MCPS employee regarding this

solicitation will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of its bid. The MCPS Division of Procurement Unit web site address is <http://www.montgomeryschoolsmd.org/departments/procurement/>

**Subsequent to the award** if the Contractor finds any discrepancy or omission and has questions of MCPS's intent, prior to performing work, they shall notify the MCPS Environmental Health Specialist (EHS) **in writing** via email to resolve and receive clarification with copies to Mrs. Laly Bowers, CPPB, Buyer II in the Division of Procurement at Laly\_A\_Bowers@mcpsmd.org.



## II. CONTRACT ADMINISTRATION

### A. EMERGENCY PREPAREDNESS PROCEDURES

#### Key Points for Lockdown-Evacuate-shelter (LES)

1. In the event of an emergency/crisis incident while working in an MCPS facility, the Contractor and/or their representative(s) shall be required to adhere to the established MCPS procedures and school administrative guidelines during such an occurrence.
2. It is the Contractor's responsibility to familiarize themselves and their representative(s) regarding the key points for Lockdown-Evacuate Shelter (LES) procedures included under APPENDIX A.
3. The Contractor shall have at the work site, a reasonable amount of materials that will allow them to quickly secure the work area and/or secure building openings as required for the type of work being performed.

### B. POST BID SUBMISSIONS

1. The awarded bidder may be required to supply, **within 48 hours** after MCPS requests, applicable business and Contractor's licenses, master licenses for trades appropriate for work to be performed, and/or company financial statements, etc., as required to allow MCPS Contractor evaluation. **Failure to supply a copy as specified may disqualify your bid proposal.**
2. Sub-Contractors
  - a) MCPS must approve all sub-contracting work in advance; the prime contractor shall supply MCPS with the rationale for requesting sub-contracting. **It is MCPS' intent that the successful bidder has the in-house resources to perform the primary task and only sub-contract secondary task(s) which they do not specialize in, appropriately, e.g., electrical, mechanical and/or plumbing, etc.** The contractor shall be responsible for assuring that all proposed sub-contractors are in good standing with MCPS. (sub-contractors will be required to comply with the Contractor's Obligation requirements re: Sex Offenders)
  - b) MCPS shall notify the contractor in writing if, after due investigation, there is reasonable objection to any of the proposed sub-contractors. Failure of MCPS to make objection to any proposed sub-contractor shall constitute notice of no objection. Each sub-contractor if requested by MCPS shall provide proof of their experience to perform the particular work for which they will be engaged. All contractual agreements between the contractor and their sub-contractors shall be written on the Standard Form of Agreement between the contractor and sub-contractor, AIA Document A401 (most recent Edition). Upon request the contractor shall supply copies of this contract to MCPS **within five workdays.**

- c) MCPS acceptance of sub-contractors in no way relieves the contractor from being responsible for the total and complete performance of the work for the project; i.e., failure of the sub-contractors to satisfactorily perform the work in a timely fashion is the Contractor's responsibility and not that of MCPS.

3. Minority Business Enterprise in Public Schools

Minority Business Enterprises are encouraged to respond to this solicitation.

4. Submit Evidence of Insurance

a) Insurance

See Article XXI of the General Stipulations and Instructions to Bidders. The successful contractor shall submit an actual certificate of insurance made in favor of MCPS within five workdays after an Award Notification letter has been issued to the successful bidder.

b) Additional Insurance

The Montgomery County Board of Education shall be named as an additional insured on all liability policies.

c) Policy Cancellation/Certificate Holder

- (1) Sixty days written notice of cancellation or material change in any of the policies is required.
- (2) The Division of Procurement, Montgomery County Board of Education shall be the insurance certificate holder.

5. Invoicing

All invoices shall be submitted in duplicate and must be included with each delivery. The invoice shall contain the purchase order number and name of the authorized representative and depot receiving the supplies. **All invoices shall be numbered.** To better serve you with fast payments, MCPS now offers Automated Clearing House (ACH) electronic payments and Single Use Accounts (SUA) payments. Payment inquiries of pending invoices after award and/or to obtain more information on ACH or SUA requirements email [accountspayable@mcpsmd.org](mailto:accountspayable@mcpsmd.org). (See Article XIII, Invoices of the General Stipulations and Instructions to Bidders).

MCPS is not obligated to make partial payments. However, partial payments may be considered based upon the Contractor's justification of expenditures and satisfactory work performed up to 90% of the total contract cost. The remaining balance will be paid upon MCPS acceptance of the project as being 100% complete and in compliance with all specifications. MCPS will refrain from making any partial payments if, in MCPS' opinion, the project falls behind schedule. MCPS may resume making partial payments once all delays have been overcome and the project is back on schedule.

Final payment shall be made after the project is complete in all detail as specified and accepted by the MCPS EHS.

**C. PERFORMANCE**

1. The Contractor shall provide a full-time Project Manager who has AHERA certification and experience in administration and supervision of asbestos abatement projects including work practices, protective measures for building, personnel, and disposal procedures, etc. The PM shall be the Contractor's representative responsible for compliance with all applicable federal, state and local regulations, particularly those relating to asbestos- containing materials. The PM shall have completed a certified course in asbestos abatement procedures as approved by the State of Maryland, shall have minimum of two years on-the-job training and have a certificate of successful completion of the 32 hours worker/supervisor course with an approved EPA training provider. The certificate must be current or renewed by additional training as approved by the Environmental Protection Agency (EPA).
2. Prior to start work and upon completion of all MCPS assigned projects the **Contractor shall submit two sets of videotape or digital pictures of the work area.** These should be received three days prior to abatement and two days after abatement. Failure to submit the specified media of the conditions of the work area shall be considered as a delay in the project and will hold the contractor liable for all damages caused by such delay and liquidated damages will be assessed.
3. Contractor and employees;
  - a. Will be required to check in daily at facilities main office to receive identification badges that shall be worn while on premises. These badges must be returned to MCPS daily.
  - b. Use of any form of tobacco products, liquor and/or illegal drugs is not permitted in MCPS buildings and on grounds.

Are not to routinely use facility equipment and buildings, i.e., telephone, lounges, toilet rooms, parking lots, etc. The MCPS EHS will designate such facilities authorized for the Contractor use.

It shall be the sole responsibility of the Contractor, and all those performing services for this contract to safeguard their own materials, tools and/or equipment. MCPS shall not assume any responsibility for vandalism and/or theft of materials, tools and/or equipment.

The Contractor shall not disturb the existing building and grounds during the progress of their work and shall collect and dispose of activities and operations on a daily basis. A waste container may be located on site. All appropriate regulations concerning storage and transport utilizing such a container must be met.

The Contractor is advised that all work involving the disrupting of existing heating

and cooling systems shall not be carried out until authorization has been received from the MCPS building service staff and the MCPS EHS.

The Contractor shall remove from the building and site all unused materials, supplies, and/or equipment within three days after the work is completed and accepted by the MCPS EHS.

#### **D. CONTRACTOR'S OVERTIME PROCEDURE**

If the Contractor chooses to work overtime for any reason and secures MCPS approval to do so, the Contractor shall be responsible for any associated costs including MCPS building service staff, etc. Building service staff overtime rate per hour depends on the individual working. All overtime work must be requested in writing to the MCPS EHS, at least 24 hours in advance. This will allow MCPS staff sufficient time to coordinate the required building service staff participation. An overtime reimbursement agreement must be completed and signed by MCPS and the contractor before work is to be performed. The request must identify the dates and times the Contractor proposes to work. Without written request and the overtime reimbursement agreement, MCPS will not approve any overtime.

#### **E. ENVIRONMENTAL HEALTH SPECIALIST (EHS)**

The MCPS Environmental Health Specialist, will represent MCPS in the execution of this contract and can be reached at (240)740-2331. No changes to contract conditions or specifications will be made without the MCPS EHS approval and authorization by the authorized representative of the Procurement Unit. Contact information will be provided upon award.

#### **F. CHANGES IN THE WORK**

Should it be desired to make alterations or changes at any time during the progress of the work or to add to or delete work, MCPS shall have right to make such changes, additions, omissions, or alterations by written order. A MCPS CHANGE ORDER FORM under APPENDIX B must be completed and signed by both MCPS and the Contractor's authorized representative. All Change Order Forms, Proposals and other supporting documentation relating to additional work must be supplied to the MCPS Project Coordinator within one week from the time the Change Order need is identified. No cost changes to contract will be paid without a complete Change Order Form. If work is performed without MCPS authorization and/or written Change Order, the Contractor will be subject to reversing said work, or work and/or materials should remain at no cost to MCPS. This shall be solely at MCPS' discretion.

1. The allowable, all-inclusive mark-up for combined overhead, bonds, fringe benefits, union fees, equipment, tools and profit for work performed by the prime Contractor will be based on the monetary value of the work not to exceed the following rates:

<u>Value of Work Profit</u>	<u>Combined Overhead &amp;</u>
\$0 - \$1,000	18%
\$1,001 - \$3,000	12%
\$3,001 - \$6,000	8%
\$6,001 - and over	6%

This schedule applies to work done by the prime Contractor or by a Sub-Contractor(s). The prime Contractor shall be allowed not more than 8% of the Sub-Contractor’s cost for labor, materials, overhead and profit.

2. The Contractor shall furnish supporting documentation with all change order request credits or extras. At a minimum, change order request shall include a description of the work, detailed material lists, costs of materials (actual Contractor costs, not list prices), man-hours and rates. The same material costs, man-hours, rates, supervision, overhead, and profit shall be applied equally to a credit or an extra.

**G. LATE CHARGES FOR FAILURE TO COMPLETE ON TIME**

1. MCPS shall retain \$250.00 per each calendar day of delay beyond the completion date(s) stipulated on each proposal, for the first five days. MCPS shall retain \$500.00 for each calendar day thereafter. The late charges shall be assessed by MCPS as a result of the late completion. This shall apply if the Contractor fails to meet any specified target date(s) as identified herein unless written approval for extension has been granted by MCPS.
2. Failure to complete the work within the time specified will entitle MCPS to late charges. These charges will be deducted and retained out of any monies due the Contractor under this contract for the sum stated in the above paragraph for each calendar day required to complete the work beyond the agreed upon and documented completion date. This includes Saturdays, Sundays, and legal holidays.
3. If necessary to reach a proper stopping place in any portion of work or to complete work within contract time limit, the Contractor shall work overtime both their forces and forces of their Sub-Contractors without additional cost to the contract price. The Contractor shall be responsible for all incidental costs in connection with such overtime work including, but not limited to, MCPS building services staff overtime as required.
4. If work falls behind schedule, as determined by the MCPS Project Coordinator, the Contractor shall provide, at their own expense, additional labor and/or equipment, overtime pay, etc., as required to overcome delays including, but not limited to, MCPS building services staff overtime as required.
5. The MCPS EHS will review requests for extension of completion time due to strikes, lack of materials, and/or any other condition, over which the Contractor has no control. Written application for extension shall be made immediately upon occurrence of condition that, in the opinion of the Contractor requires such an extension, with

reason clearly stated and detailed proof for each such delay. The delay of MCPS issuing a purchase order does not automatically alter any completion dates. If in the Contractor's view the delay of a purchase order is having a negative effect on completion of the contract within the dates specified, they must notify MCPS in writing immediately. Using the rationale that a purchase order was issued late, at the conclusion of the work will not be an acceptable reason for requesting a contract extension. No time extension will be allowed except by final approval of the MCPS EHS. No requests for extension due to weather conditions will be considered unless accompanied by documentary evidence supplied by the Weather Bureau showing, by comparison, that such weather suffered is abnormal to any of the past five years as recorded by the Weather Bureau. No request for extension will be considered by MCPS if received from the Contractor after the previous agreed upon completion date has passed. Late charges will be automatically deducted.

## **H. PROJECT CLOSE-OUT**

### **1. Initial Installation Punch-out**

- a. The Contractor shall notify MCPS EHS in writing that the work is ready for punch-out inspection. Punch-out shall occur sufficiently in advance of the work completion date as specified on each proposal, to afford the Contractor time to rectify punch list corrections. Before calling for a punch-out, all requirements shall be completed. All areas shall be clear of construction materials and debris.
  - b. During punch-out, the following shall be present
    - 1) Authorized representatives of MCPS
    - 2) Contractor
  - c. Upon completion of a punch-out, a written punch list will be prepared by the Contractor and submitted to MCPS within five workdays.
2. The Contractor is entitled to one punch-out inspection and one final inspection for each project. Any additional inspection by MCPS staff due to the Contractor's failure to complete the punch-out items will result in deductions of costs incurred by MCPS for such inspections from the Contractor's final invoice.
  3. The Contractor shall provide written warranty statements indicating start and end of warranty dates to be signed by both the Contractor and MCPS.

## **I. QUALITY ASSURANCE**

Only MCPS Pre-qualified Asbestos Contractors will be considered to submit a response to this solicitation. **Appropriately licensed trade persons shall perform all trade work. A copy of these licenses must be submitted to the MCPS Project Coordinator prior to performing any work.**

Technicians assigned to work on MCPS projects shall have a minimum of three years' experience performing the type of work described in this solicitation.

### III. DETAILED SPECIFICATIONS

#### A. INTENT

The successful Contractor must comply with all requirements in other sections of this solicitation as related to the administrative aspects including but not limited to, notice, submittal, laboratory reports, daily reports, completion form, and invoices

#### B. ASBESTOS ABATEMENT PLAN

Prior to start of any given project the Contractor shall prepare and submit for approval a detailed site specific **Asbestos Abatement Plan**. The abatement plan is to be prepared and signed by an AHERA certified project designer and must be reviewed by a Certified Industrial Hygienist with an appropriate seal affixed to the cover page. Once approved by MCPS, the Contractor shall strictly adhere to the specifications as detailed in the plan. At a minimum, employee name; employee training, personal protective equipment and clothing; employee decontamination; medical examinations and fitness reports; sequencing asbestos-related work and the interfacing with other trades involved in construction; asbestos abatement procedures, Employees training certification; waste storage and disposal shall be detailed in the plan. This plan shall be submitted to the MCPS EHS for approval, the plan must be approved prior to the start of work on contaminated or assumed-to-be contaminated work sites. Descriptions, drawings, and site layouts or work site and temporary waste storage facilities and the boundaries of contaminated work areas shall also be provided for approval prior to the start of work as part of the removal and disposal plan.

#### C. EXECUTION OF WORK

1. The Contractor shall examine the premises and observe the conditions under which the work will be done or other circumstances, which will affect the contemplated work. **Digital images/pictures are required before and after completion of project.**
2. The Contractor shall coordinate the work and equipment of all trades involved with the asbestos abatement process. Work involving entering, interrupting services or in any way interfering with the normal activities taking place in existing building shall be coordinated with the MCPS EHS.
3. Once MCPS Board of Education has approved the contract, and a project is developed the assigned facility is turned over to the Contractor. The Contractor shall limit the use of premises to outside people and shall be responsible for all damages during their occupancy. The MCPS EHS shall notify the Asbestos Contractor, in writing, on the limited use of the facility during abatement if the need arises.
4. The Contractor shall use, if functional, existing water, mechanical, and electrical facilities; with water and electricity to be furnished at the Contractor's expense. Temporary electrical connection to the schools' existing electrical system for any work under this contract shall be made only as a separate circuit, properly labeled taken from an existing panel. The Contractor's personnel shall furnish temporary hoses,



wiring, etc., and will be responsible for maintaining these areas in a clean, safe and sanitary condition throughout the period of use. The Contractor shall be responsible to repair any damages, which their personnel or their Sub-Contractor's personnel cause to existing facilities while in use.

#### **D. CONTRACTOR RESPONSIBILITIES**

1. Tools/Material/Equipment – The Contractor is responsible for tools, materials and equipment at the work site. It shall be the sole responsibility of the Contractor/Sub-Contractor, and all those performing services for this contract to safeguard their own materials, tools and/or equipment. MCPS shall not assume any responsibility for vandalism and/or theft of materials, tools, and/or equipment.
2. Scaffolding – The Contractor shall furnish, install and remove upon completion, all scaffolding required in the performance of the work. Scaffolding may be of suspension type, or standing type; such as metal tube and coupler, tubular welded frame, pole or outrigger type or cantilever type. Provide a non-skid surface on all scaffold surfaces subject to foot traffic. The design and use of this scaffolding shall conform to the American Standard Safety Code, Provisions Regulations of the Maryland Department of Labor and Industry, and OSHA provisions.
3. Mechanical – Electrical System Operation – The Contractor shall check in the presence of the MCPS EHS after the work has been completed, all existing mechanical and electrical systems and mechanisms within the area of and affected by these alterations for proper operation.

Fire Alarm, Sprinkler, Intercom, Program Bell and Telegraph Systems – The Contractor shall not interfere, disconnect, or render inoperable these systems while abatement activity is being performed.

Ventilation, Fire Protection – Adequate ventilation shall be provided for the proper drying of work during construction. Adequate fire and other damage protection on the job shall be solely the Contractor's responsibility.

Damage – Any damage done by the Contractor to the existing or new work shall be expertly repaired at the Contractor expense to match existing work and to the entire satisfaction of MCPS EHS (except where demolition is required to access asbestos-containing building materials).

4. Workmanship – All work shall be done in a first class and workman-like manner to the entire satisfaction of the MCPS EHS. Work not meeting this standard shall be removed and replaced by the Contractor at no additional expense to MCPS. The Contractor shall submit names of Sub-Contractors who shall make repairs caused by the removal. MCPS will approve the Sub-Contractor who is hired to perform the repairs. The cost of all repairs is to be included in the base bid price.

5. Blast rack – This machine shall not be used on any MCPS projects without prior permission. The Contractor may request, in writing, the use of this machine. If Contractor is granted the use of this machine, they are fully responsible for any type of damage to the floors.
6. Chemical Remover – When floor tile mastic is required to be removed from the substrate, MCPS will only accept odorless mastic remover. The Contractor shall follow all instructions pertaining to the removal of all mastic residues from walls, baseboard, and floor leaving the area free of all mastic residues. The Contractor shall adhere to these requirements. MCPS' EHS or its authorized representative shall stop all work and will hold the Contractor responsible for any personal damages that occur to individual(s) in any facility. MSDS must be made available to MCPS EHS.
7. Security – If work is not in progress, all doors and windows in the work area and building shall be kept locked. The Contractor shall provide temporary closures at door, window and louver openings to secure the area and building from theft, damage and weather. The Contractor shall be responsible for security of the building at all times. If required by the EHS to correct security deficiencies, the Contractor shall immediately comply at no additional expense to MCPS.
8. Safety – All work shall be done in a safe manner and comply with all governing regulations concerning safety. This shall include, but not be limited to, OSHA, MOSHA, etc. The vendor shall NOT store flammable materials in building.
9. Code Compliance – All abatement work shall adhere to the latest edition of the local building codes and amendments that are applicable to completing the project. All material furnished and all work completed shall comply with the rules and recommendations of federal and local authorities. If there is a conflict between codes, standards, regulations, and specifications, the Contractor shall abide by the most rigid and stringent requirements.
10. Superintendent – The Contractor shall have a Project Manager on the premises during all work who shall be fully empowered to act on the Contractor's behalf in their absence.

School Elevators – School elevators shall not be used by the Contractor to transport materials and supplies unless the building is unoccupied.

Protection – The Contractor shall indemnify and protect MCPS and hold harmless from any claims and suits arising out of, or caused by, any work under this contract, and the Contractor shall pay any expense or damages arising therefrom. The Contractor shall protect themselves against suits, etc., with the proper workman's compensation insurance, liability insurance, etc., necessary to conform to all laws. All work or materials of every description, which may possibly be damaged during the abatement or before final acceptance of the work, shall be fully protected from damage by the Contractor from any source. In the event should any work or materials under this contract become damaged in any way or manner the Contractor shall repair the same at their own expense.

11. Inspection – The Contractor shall furnish all specified and approved materials in the best quality, and perform the work in a workman like manner, entirely to the satisfaction of

MCPS and as specified in the contract documents. No inspection or failure to inspect, nor any visit of the MCPS EHS or their authorized representative to the project, or payment thereon shall be construed as passing any work and materials entering into the complete project, but the Contractor and the surety of their bond shall be held to make good all defects arising from improper work or materials. No inspection, no failure to inspect, and no approval, use of acceptance or any part of the work herein contracted for or the materials and equipment used therein, nor any payment on account thereof, shall prevent the rejection of said work, materials and equipment in whole or in part, at any time thereafter, should said work, materials, or equipment be found by the MCPS EHS or its designee to be defective or not in accordance of the requirements of these contract documents at no cost to MCPS. Failure of the Contractor to comply with the above requirements will result in their surety being held by MCPS until the Contractor makes all necessary corrections.

12. Acceptance – Acceptance shall be based on a final inspection of all work executed on this contract by the MCPS EHS or its designee and receipt of all related reports and other relevant documents. All finished surfaces within the building shall be left clean and the entire site shall be in a neat and orderly condition before final acceptance. All goods and proper practices on the trades involved shall be executed to the extent required to achieve this end result.
13. Local telephone numbers (toll free, not collect calls) and Project Manager cell phone. The awarded Contractor shall make available to the MCPS EHS, local telephone numbers where the Contractor and their responsible personnel can be contacted during normal business hours and at least one of these phone numbers shall be for a Contractor's responsible representative who can be contacted after normal business hours, 24 hours a day, seven days a week. The Contractor shall be held responsible for any after-hour problems that might occur with this project.
14. Reporting

General: Except as otherwise indicated, submit special reports directly to MCPS within one day of an occurrence requiring a special report, with copy to the MCPS EHS and others affected by the occurrence.

Unusual Events: When an event of unusual and significant nature occurs at the site (examples: failure of negative pressure system, rupture of temporal enclosures, etc.), the Contractor shall submit a report listing chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar

pertinent information. If such events occur the report must be submitted to the MCPS EHS within 24 hours.

Accidents: The Contractor shall submit reports of significant accidents at the site or wherever work is in progress. Record and document in writing data and actions to comply with industry standards. For this purpose, a significant accident is defined to include events where personal injury is sustained, or property loss of substance is sustained, or where the event posed a significant threat of loss or personal injury.

**E. SUBMITTALS AND APPROVALS**

1. The Contractor shall provide a submittal package within five business days after notice to proceed on each project. Deliver submittals to the MCPS Asbestos Unit at Montgomery County Public Schools, 8301 Turkey Thicket Drive, Bldg A, 1<sup>st</sup> Floor, Gaithersburg, Maryland, 20879. Submittals shall include, but are not limited to the following:
  - a) Permits and notifications
  - b) Payment applications
  - c) Performance and payment bonds
  - d) Insurance certificates
  - e) Inspection reports/drawings
  - f) Schedule
  - g) Abatement plan
  - h) Worker certification
  - i) Certificate of worker acknowledgements
  - j) Medical information on employees
  - k) Product data – Three copies within thirty days after notice to proceed
  - l) Disposal information
  - m) Contingency plan/Fire Safety
  - n) Respiratory protection plan
  - o) Applicable and approved regulation
2. The contractor shall transmit each item on the MCPS EHS acceptance form. Identify project, contractor, sub-contractor, major supplier, identify pertinent drawing sheet and detail number, and specification section, as appropriate. Identify deviations from contract documents.
3. Mark each submittal with a permanent label for identification. Provide project name, date, name and address of Contractor and the MCPS representative, on the label for proper processing and recording of action taken.

**F. REPORTS**

1. Coordination

The Contractor shall coordinate both the listing and timing of reports and activities required by provisions of this section and other sections, so as to provide consistency and logical coordination between the reports. Maintain coordination and correlation between separate reports by updating at monthly or shorter time intervals. Make appropriate distribution of each report and update report to all parties involved in the work including the MCPS' representative. In particular provide close coordination of the progress schedule, listing of Sub-Contractors, schedule of submittals, and payment requests.

2. Daily Log

The Contractor shall provide the daily log documentation with confirmation signature of MCPS' authorized representative and shall provide at the end of the project the original and one copy with final payment for the project close out.

**G. TRANSPORTATION, STORAGE, HANDLING AND PROTECTION**

Deliver, store, and handle products in accordance with manufacturer's recommendations, using means and methods that will prevent damage, deterioration and loss, including theft. Control to prevent overcrowding of construction spaces. In particular, coordinate delivery and installation to ensure minimum holding or storage times for items known or recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other sources of loss.

**H. REMOVAL OF ASBESTOS CONTAINING MATERIAL**

1. Before Start of Work: Submit the following to the MCPS representative for review. Do not start work until these submittals are returned with the MCPS' representative's "Action" stamp indicating that the submittal is returned for unrestricted use.

- a) Surfactant: Submit product data, use instructions and recommendations from manufacturer of surfactant intended for use. Include data substantiating that the material complies with requirements.
- b) Removal Encapsulant: Submit product data, use instructions and recommendations from manufacturer of encapsulant intended for use. Include data, substantiating that the material complies with requirements.
- c) NESHAPS Certification: Submit certification from manufacturer of surfactant and removal encapsulant that, to the extent required by this specification, the material, if used in accordance with manufacturer's instructions, will wet asbestos containing materials to which it is applied as required by the National Emission Standard for Hazardous Pollutants (NESHAPS) Asbestos Regulations (40 CFR 61, Subpart M).

2. Critical Barriers

Completely separate the work area from other portions of the building and the outside, by plastic sheet barriers at least 6 mil in thickness, and/or by sealing with duct tapes.

3. Primary Barrier

Clean all contaminated furniture, equipment and or supplies with a HEPA filtered vacuum cleaner or by wet cleaning, prior to being moved or covered. All equipment, furniture, etc. is deemed contaminated unless specifically declared as uncontaminated on the drawings or in writing by the owner's representative.

#### 4. Secondary Barrier

- a) Over the primary barrier, install additional drop cloth, a clear 6-mil thick sheet plastic in all areas where asbestos removal work is to be carried out. Completely cover floor with sheet plastic. Where the work is within 10'-0" of a wall, extend the secondary barrier up wall to the ceiling. Support sheet plastic on wall with duct tape so that debris is unable to get behind it. Provide cross strips of duct tape at wall support as necessary to support sheet plastic and prevent its falling during removal operations.
- b) Install secondary barrier at the beginning of each work shift. Install only sufficient plastic for work of that shift.
- c) Remove secondary barrier at end of each work shift or as work in an area is completed. Fold plastic toward center of the sheet and pack in disposal bags. Keep material on sheet continuously wet until bagged.
- d) Install walkways of 6-mil thick plastic between active removal areas and decontamination units to protect floor from tracked material. Install walkways at the beginning of each work shift, and remove at the end of each work shift.

#### 5. Wet Removal

- a) Thoroughly wet asbestos-containing materials to be removed prior to stripping and/or tooling to reduce fiber dispersal into the air. Accomplish wetting by a fine spray (mist) of amended water or removal encapsulant. Saturate material sufficiently to wet the substrate without causing excess dripping. Allow time for amended water or removal encapsulant to penetrate material thoroughly. If amended water is used, spray material repeatedly during the work process to maintain a continuously wet condition. If a removal encapsulant is used, apply in strict accordance with manufacturer's instructions. Perforate outer covering of any insulation which has been painted and/or jacketed in order to allow penetration of amended water or removal encapsulant, or where necessary, carefully strip away, while simultaneously spraying amended water or removal encapsulant on the installation to minimize dispersal of asbestos fibers into the air.

Mist work area continuously with amended water whenever necessary to reduce airborne fiber levels.

Remove saturated asbestos-containing material in small sections from all areas. Scrape materials from substrate and remove residue using nylon bristled hand brush or high-pressure washer. Remove materials in manageable quantities and control the descent to staging or floor below. If over 20', use drop chute to contain material through descent.

If using amended water, spray mist continuously during work process. Do not allow material to dry out. As it is removed, simultaneously pack material while still wet into disposal bags. Seal bags, clean outside and move to wash down Station adjacent to material Decontamination Unit.

Evacuate air from disposal bags with a HEPA filtered vacuum cleaner before sealing.

- b) Completely seal all components to be removed in a 6-mil thick polyethylene sheet sealed with duct tape. Candy stripe surface of plastic as reinforcement. Wrap large items such as boilers, tanks, and convertors with nylon reinforced sheet plastic. Install sheet plastic to allow cutting of components into sections where this is necessary for the work.
- c) At completion of removal work, wash down all surfaces in the removal area with hoses equipped with proportional feed nozzles adding a surfactant to the water. Collect water runoff and filter through a dual filtration system. Wash from top down. First filter shall remove fibers 20 microns and larger, final filter shall remove all fibers 0.5 microns and larger.

#### 6. Fireproofing or Architectural Finish on Scratch Coat

- a) Spray asbestos-containing fireproofing or architectural acoustic finish with a fine mist of amended water or removal encapsulant to saturate materials to substrate.
- b) Do not over saturate to cause excess dripping.
- c) Scrape materials from substrate.
- d) Remove materials in manageable quantities and control the descent to staging or floor below, if over 20' use drop chute to contain material through descent.
- e) If using amended water, spray mist surface continuously during work process.
- f) If using removal encapsulant, follow manufacturer's written instructions.
- g) Remove residue remaining on scratch coat after scraping, using stiff nylon bristled hand brush, or high-pressure washer.
- h) If a removal encapsulant is used, remove residue completely before encapsulant dries.
- i) If substrate dries before complete removal of residue, re-wet with amended water or removal encapsulant. Reduce 20' to 4' if material being removed contains amosite asbestos.

#### 7. Fireproofing or Architectural Finish on Wire Lath

- a) Spray asbestos-containing fireproofing or architectural acoustic finish with a fine mist of amended water or removal encapsulant.
- b) Allow time for amended water or removal encapsulant to completely saturate material.

- c) Do not over saturate to cause excess dripping.
- d) If surface of material has been painted, or otherwise coated, cut small holes as required and apply amended water or removal encapsulant from above.
- e) Cut wire lath into 2' x 6' sections and cut hanger wires.
- f) After removal of lath and asbestos-containing material, remove any over-spray on decking and structure above using stiff nylon bristled brush, or high-pressure washer.
- g) Hold the nozzle from an operating HEPA filtered vacuum cleaner in the immediate vicinity of and below the work while cutting the wire lath or otherwise disturbing the asbestos-containing material. Use a two-worker crew for cutting, with one worker cutting and one worker holding the HEPA vacuum nozzle.

#### 8. Pipe Insulation

- a) Spray with a mist of amended water or removal encapsulant.
- b) Allow amended water or removal encapsulant to saturate material to substrate.
- c) If a removal encapsulant is used, use in strict accordance with manufacturer's instructions.
- d) Cuts bands holding performed pipe insulation slit jackets at seams, remove and hand-place in a disposal bag. Do not drop to floor.
- e) Remove any residue on pipe or fitting with stiff bristle nylon hand brush.
- f) In locations where pipefitting insulation is removed from pipe with straight runs insulated with fibrous glass or other non-asbestos containing fibrous material, remove fibrous material 6" from the point where it contacts the asbestos-containing insulation.

#### 9. Local Exhaust Ventilation and Collection System

- a) Provide local exhaust ventilation and collection systems as described below for each area where asbestos-containing material is being removed or otherwise disturbed.
- b) Provide negative air machine, Negative Pressure System, in the vicinity of the work. Arrange so that exhaust is into the work area oriented in a direction flexible non-collapsing duct from the intake end to a point no more than 4' 0" from any scraping or wire brushing activity.
  - (1) Locate intake of duct so that airflow is horizontal and slightly downward into intake.
  - (2) Replace primary filter on negative air machine at an interval of no greater than 30 minutes.



- (3) Allow no more than one scraping or wire brushing activity per negative air machine.

## **I. REMOVAL OF ASBESTOS CONTAMINATED SOIL**

1. Before start of work, submit the following to the MCPS representative for review. contractor shall not begin work until these submittals are returned with the MCPS' representative's "Action" stamp indicating that the submittal is returned for unrestricted use.
  - a) Surfactant: Submit product data, use instructions and recommendations from manufacturer of surfactant intended for use. Include data substantiating that the material complies with requirements.
  - b) Removal Encapsulant: Submit product data, use instructions and recommendations from manufacturer of removal encapsulant intended for use. Include data substantiating that the material complies with requirements.
  - c) NESHAPS Certification: Submit certification from the manufacturer of surfactant or removal encapsulant that, to the extent required by this specification, the material, if used in accordance with manufacturer's instructions, will wet asbestos containing materials to which it is applied as required by the National Emission Standard for Hazardous Pollutants (NEDSHAPS) Asbestos Regulations (40 CFR 61, Subpart M).
2. Wetting Materials
  - a) For wetting prior to disturbance of asbestos containing materials use either amended water or removal encapsulant.
    - (1) Amended Water: Provide water to which a surfactant has been added. Use a mixture of surfactant and water that results in wetting of the material which equals or surpasses the wetting resulting from the use of one ounce of surfactant consisting of fifty percent (50%) polyoxymethylene ester and fifty percent (50%) polyoxymethylene ether mixed with five gallons of water.
    - (2) Removal Encapsulant: Provide a penetrating type encapsulant designed specifically for removal of asbestos containing material. Use a material, which results in wetting of the asbestos containing material and retardation of fiber release during disturbance of the material equal to or greater than that provided by amended water as described above.

Provide a product for wetting that is no more hazardous to workers by virtue of vapors, gases, irritation, fire hazard, or other properties than a mixture of one ounce of surfactant consisting of fifty percent (50%) polyoxymethylene ester and fifty percent (50%) polyoxymethylene ether in five gallons of water.

Polyethylene Sheet: A single polyethylene film in the largest sheet size possible to minimize seams, 6.0 mil thick, clear, frosted, or black as indicated. Provide fire-resistant, where required, UL labeled polyethylene film with a flame-spread rating of 15 or less, in largest size possible to minimize seams, 6 mil thick, clear, frosted, or black as indicated.

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

Disposal Bags: Provide 6 mil thick leak tight polyethylene bags labeled as follows:

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

3. Wet Soils

- a) After removal of the secondary barrier and floor layer of primary barrier, remove the top three inches (3”) of soil, which are damp or wet and place in disposal bags.
- b) Start removal at the point of work farthest from the entrance to the soil floor area and proceed toward the entrance.
- c) Do not permit traffic into the fresh soil surface.
- d) Arrange negative air system so that the airflow is the starting point of work toward the entrance.
- e) After the entire first layer of soil is removed completely, change soiled tyveks at the entrance to the soil removal area, then done clean tyveks.
- f) Remove the one-inch (1”) of soil in the same manner as you remove the three inches (3”) of soil.
- g) Carry out the decontamination procedures.
- h) At the end of project decontamination, remove one inch (1”) of soil in the same manner as the previous two removals.

4. Dry Soils

- a) Use the same procedure for dry soils, except saturate soil with amended water or removal encapsulant as specified.
- b) If a removal encapsulant is used, use in accordance with manufacturer’s instructions.
- c) Saturate soil beyond the soil currently being removed.

- d) If amended water is used, keep the surface of the soil continuously wet throughout removal and decontamination.

#### **J. DISPOSAL OF ASBESTOS CONTAINING MATERIALS AND SOILS**

The Contractor shall take all precautions to protect asbestos containing bags and materials from damage. Report damaged bags and containers to engineer and act to correct possible asbestos contamination within 24 hours. Manifest shall establish absolute chain of custody from leaving site until final burial at landfill.

The Contractor shall provide the following

1. Submittals:
  - a) Notice to appropriate Environmental Protection Agency.
  - b) Notice to appropriate State and County Agencies.
  - c) Permit from appropriate State and County Agencies.
  - d) Copies of all manifest and landfill receipts on a weekly basis.
2. Transportation of Asbestos Containing Materials to Landfill Contractor shall comply with all applicable requirements of the State of Maryland that relate to the disposal of asbestos waste.

#### **K. LOCAL AREA PROTECTION**

Work may be carried out during normal working hours in those areas, which can be completely secured by lockable doors from access by building occupants and staff. Otherwise, work is to be carried out after hours, when building occupants and cleaning staff have left the building.

#### **L. WORK AREA CLEARANCE**

The Clearance Level is the maximum level of airborne asbestos fibers in an area that is acceptable for human re-occupancy of the area verified by air sampling and testing laboratory analysis using a Transmission Electron Microscope (TEM).

Clearance Level – Airborne Asbestos Fibers

The maximum counted level of fibers will be 0.005 asbestos fibers per cubic centimeter or the building exterior ambient asbestos airborne fiber content found in the air outside the building whichever is greater shall be the clearance level of the work of this contract.

Air monitor by the mandatory method for air sampling and laboratory testing analysis by TEM protocol contained in the Environmental Protection Agency Final Rule contained in Code 40 of the Federal Regulations Part 763.

Air monitor using aggressive air sampling to determine elevated airborne asbestos fiber counts.

Maintain cleaning operations until this air monitoring determines that by TEM method, the elevated airborne asbestos fiber level is less than or equal to the clearance level.

1. On obtaining the clearance level, furnish certified laboratory analysis report to the engineer.
2. Certification of Visual Inspection is to be completed by the Contractor and certified by the MCPS Environmental Health Specialist. Submit completed certification with the application for final payment. Final payment will not be made until this certification is executed.

#### **M. NOTICES**

Contractor(s) shall be responsible for initiating, maintaining, and supervising all safety precautions, and programs in connection with the work.

1. The disturbance or dislocation of asbestos-containing materials may cause asbestos fibers to be released into the building's atmosphere, thereby creating a potential health hazard to workmen and building occupants. Apprise all workers, supervisory personnel, sub-contractors and consultants who will be at the job site of the seriousness, of the hazard and of proper work procedures, which must be followed.
2. Where in the performance of the work, workers, supervisory personnel, sub-contractors, or consultants may encounter, disturb, or otherwise function in the immediate vicinity of any identified asbestos-containing materials, take appropriate continuous measures as necessary to protect all building occupants from the potential hazard of exposure to airborne asbestos. Such measures shall include the procedures and methods described herein, and compliance with regulations of applicable federal, state, and local agencies.

**APPENDIX A**

**MCPS EMERGENCY/CRISIS PROCEDURES, SHELTER/LOCKDOWN**

**APPENDIX B**

**CHANGE ORDER FORM  
Montgomery County Public Schools**

Facility: \_\_\_\_\_ ] New Work  Additional Work

Location of work to be performed: \_\_\_\_\_

Description of work to be performed: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

State Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Completion Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Total Cost for Change Order: \_\_\_\_\_

**Notice: Acceptance of this change order does not alter the contract completion date. If this change order has any effect on the contract completion date, additional documentation shall be submitted to MCPS as specified.**

\_\_\_\_\_  
(Authorized MCPS Representative Approval)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Authorized MCPS Consultant Engineer Approval)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Authorized Contractor Representative Acceptance)

\_\_\_\_\_  
(Date)

**APPENDIX C**

*Montgomery County Public Schools*  
**Division of Sustainability and Compliance**

**OVERTIME REIMBURSEMENT AGREEMENT**

Facility: \_\_\_\_\_

Contractor: \_\_\_\_\_

Description of work to be performed: \_\_\_\_\_

Date: \_\_\_\_\_ Hours Required: \_\_\_\_\_

Date: \_\_\_\_\_ Hours Required: \_\_\_\_\_

Date: \_\_\_\_\_ Hours Required: \_\_\_\_\_

Date: \_\_\_\_\_ Hours Required: \_\_\_\_\_

Date: \_\_\_\_\_ Hours Required: \_\_\_\_\_

Date: \_\_\_\_\_ Hours Required: \_\_\_\_\_

Date: \_\_\_\_\_ Hours Required: \_\_\_\_\_

Date: \_\_\_\_\_ Hours Required: \_\_\_\_\_

Notice: Contractor agrees to pay all overtime costs for building service personnel as required to perform work at a premium rate. These costs will be deducted from the Contractor's final invoice.

\_\_\_\_\_  
(MCPS Representative Approval) (Date)

\_\_\_\_\_  
(Authorized Contractor Representative Acceptance) (Date)

\_\_\_\_\_  
(MCPS Contract Officer Approval) (Date)

**APPENDIX D**

**ITEM SPECIFICATIONS**