

SUBMIT BID TO:
PROCUREMENT SERVICES
UNIVERSITY OF FLORIDA
971 ELMORE DRIVE
GAINESVILLE, FL 32611

Phone: (352) 392-1331 - FAX: (352) 392-8837

Web Address: <https://procurement.ufl.edu/>



INVITATION TO BID

Construction Acknowledgment Form

Page 1 of 76 pages Plus Appendix A		BID WILL BE OPENED: October 14, 2020 at 3:00 PM local time and may not be withdrawn within 90 days after such date and time. Non-mandatory Pre-bid: September 17, 2020 at 10:00 AM local time.	BID NO.: ITB21KO-114
DATE: 9/02/2020		PROCUREMENT AGENT: KO/jh	BID TITLE: Annual Contract for Asbestos Abatement
VENDOR NAME			
VENDOR MAILING ADDRESS		REASON FOR NOT SUBMITTING BID	
CITY - STATE - ZIP CODE		POSTING OF BID TABULATIONS Bid tabulations with intended award(s) will be posted electronically for review by interested parties at https://procurement.ufl.edu/ and will remain posted for a period of 72 hours excluding Saturdays, Sundays, or state holidays. Failure to file a protest in accordance with Board of Governors (BOG) Regulation 18.002 or failure to post the bond or other security as required in the BOG regulations 18.002 and 18.003(3), shall constitute a waiver of protest proceedings.	
AREA CODE	TELEPHONE NO.		
	FAX NO.		
	WEB ADDRESS		
	EMAIL ADDRESS		

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the vendor and that the vendor is in compliance with all the requirements of the Invitation to Bid, including but not limited to, certification requirements. In submitting a bid on behalf of the Board of Trustees, hereinafter known as the University, the vendor offers and agrees that if the bid is accepted the vendor will convey, sell, assign, or transfer to the University all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the University for price fixing relating to the particular commodities or services purchased or acquired by the University. At the

University's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the vendor.

 AUTHORIZED SIGNATURE (MANUAL)

 NAME AND TITLE (TYPED)

GENERAL CONDITIONS

SEALED BIDS: All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the date, and time of the bid opening and the bid number. Bids not submitted on the attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

1. **EXECUTION OF BID:** Bid must contain an original manual signature of authorized representative in the space provided above. Bid must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by vendor must be initialed.

2. **NO BID:** If not submitting a bid, respond by returning only this vendor acknowledgment form, marking it "NO BID", and explain the reason in the space provided above. Failure to respond to a procurement solicitation without giving justifiable reason for such failure, nonconformance to contract conditions, or other pertinent factors deemed reasonable and valid shall be cause for removal of the supplier's name from the bid mailing list. NOTE: To qualify as a respondent, vendor must submit a "NO BID", and it must be received no later than the stated bid opening date and hour.

3. **BID OPENING:** Shall be public, on the date, location and the time specified on the bid form. It is the vendor's responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. A bid may not be altered after opening of the bids. NOTE: Bid tabulations will be posted electronically at <https://procurement.ufl.edu/>. Bid tabulations will not be provided by telephone.

4. **PRICES, TERMS AND PAYMENT:** Firm prices shall be bid and will include all packing, handling, shipping charges, and delivery to the destination shown herein.

(a) **TAXES:** The University does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property or services. The Florida Tax Exempt Number is 11-06-024056-57C. This exemption does not apply to purchases of tangible personal property or services made by vendors who use the tangible personal property or services in the performance of contracts for the improvement of University-owned real property as defined in Chapter 192, F.S.

(b) **DISCOUNTS:** Vendors are encouraged to reflect trade discounts in the unit prices quoted; however, vendors may offer a discount for prompt payment. Prompt payment discounts will not be considered in the bid award. However, every effort will be made to take the discount within the time offered.

(c) **MISTAKES:** Vendors are expected to examine the specifications, delivery schedule, bid prices, extensions, and all instructions pertaining to supplies and

services. Failure to do so will be at vendor's risk. In case of a mistake in extensions the unit price will govern.

(d) **INVOICING AND PAYMENT:** Payment will be made by the University of Florida after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. All invoices shall bear the purchase order number. Payment for partial shipments shall not be made unless specified. An original invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. Payment shall be made in accordance with Section 215.422 (1) (2) F.S. **VENDOR OMBUDSMAN:** The University's vendor ombudsman, whose duties include acting as an advocate for vendors may be experiencing problems in obtaining payment from the University, may be contacted at 352-392-1241.

(e) **ANNUAL APPROPRIATIONS:** The University's performance and obligation to pay under any contract awarded is contingent upon an annual appropriation by the Legislature.

(f) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be a new, current standard production model available at the time of this bid. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

(g) **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards hereunder.

5. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, F.S. All vendors must disclose with their bid the name of any officer, director, or agent who is also an employee of the University of Florida. Further, all vendors must disclose the name of any University employee who owns, directly or indirectly, an interest of five percent (5%) or more in the vendor's firm or any of its branches.

6. **AWARDS:** As the best interest of the University may require, the right is reserved to make award(s) by individual item, group of items, all or none or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined there is no competition to the lowest responsible vendor, evaluation of other bids are not required. Vendors are cautioned to make no assumptions unless their bid has been evaluated as being responsive.

7. **INTERPRETATIONS/DISPUTES:** Any questions concerning conditions or specifications shall be directed in writing to Procurement Services. Inquiries must reference the date of bid opening and bid number. No interpretations shall be

considered binding unless provided in writing by the University in response to requests in full compliance with this provision.

8. NOTICE OF BID PROTEST BONDING REQUIREMENT: Any person or entity who files an action protesting a decision or an intended decision pertaining to a competitive solicitation shall at the time of filing the formal protest, post with the University a bond payable to the University in an amount equal to: 10% of the estimated value of the protestor's bid or proposal; 10% of the estimated expenditure during the contract term; \$10,000.00; or whichever is less. The bond shall be conditioned upon the payment of all costs which may be adjudged against the person or entity filing the protest action. In lieu of a bond, the University may accept a cashier's check, bank official check or money order in the amount of the bond. FAILURE OF THE PROTESTING PERSON OR ENTITY TO FILE THE REQUIRED BOND, CASHIER'S CHECK, BANK OFFICIAL CHECK OR MONEY ORDER AT THE TIME OF THE FILING THE FORMAL PROTEST SHALL RESULT IN DENIAL OF THE PROTEST.

9. GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered in this bid prior to their delivery, it shall be the responsibility of the successful vendor to notify the purchaser at once, indicating in writing the specific regulation which requires an alteration. The University reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the University.

10. LEGAL REQUIREMENTS: Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules and regulations shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the University, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise: and lack of knowledge by any vendor shall not constitute a cognizable defense against the legal effect thereof.

11. LOBBYING: Vendor is prohibited from using funds provided under any contract or purchase order for the purpose of lobbying the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.

12. ADVERTISING: In submitting a bid, the vendor agrees not to use the results therefrom as a part of any commercial advertising. Vendor may not use the names, logos, or trademarks of the University, its employees, or affiliates without the prior written consent of the University.

13. ASSIGNMENT: Any contract or purchase order issued pursuant to this Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the purchaser.

14. LIABILITY: The vendor agrees to indemnify and save the University of Florida, the State of Florida and the Florida Board of Governors, their officers, agents, and employees harmless from any and all judgments, orders, awards, costs and expenses, including attorney's fees, and also all claims on account of damages to property, including loss of use thereof, or bodily injury (including death) which may be hereafter sustained by the vendor, its employees, its subcontractors, or the University of Florida, the State of Florida and the Florida Board of Governors, their officers, agents, or employees, or third persons, arising out of or in connection with any contract awarded and which are the result of the vendor's breach of contract or of the negligent acts of the vendor, its officers, agents, and employees. This clause does not apply to contracts between government agencies.

15. FACILITIES: The University reserves the right to inspect the vendor's facilities at any time with prior notice.

16. ADDITIONAL QUANTITIES: For a period not exceeding ninety (90) days from the date of acceptance of any offer by the University of Florida, the right is reserved to acquire additional quantities up to but not exceeding those shown on bid or the bid level at the prices bid in this invitation. If additional quantities are not acceptable, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY".

17. SERVICE AND WARRANTY: Unless otherwise specified, the vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Vendors must explain on an attached sheet to what extent warranty and service facilities are provided.

18. SAMPLES: Samples of items, when called for, must be furnished free of expense, on or before bid opening time and date, and if not destroyed, may upon request, be returned at the vendor's expense. Each individual sample must be labeled with vendor's name, manufacturer's brand name and number, bid number and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received with the bid. If instructions are not received within this time, the commodities shall be disposed of by the University.

19. INSPECTION, ACCEPTANCE AND TITLE: Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage of all items shall be the responsibility of the contract supplier until accepted by the University, unless loss or damage results from negligence by the University. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the University will:

(a) Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.

- (b) Report damage (Visible or Concealed) to the carrier and contract supplier confirming such reports in writing within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
- (c) Retain the item and its shipping container, including inner packing material until inspection is performed by the carrier, and disposition given by the contract supplier.
- (d) Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

20. PATENTS, COPYRIGHTS, TRADEMARKS, ROYALTIES and other Intellectual Property: The vendor, without exception, shall indemnify and save harmless the University and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the University of Florida. If the vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

21. CONFLICT BETWEEN DOCUMENTS: If any terms and conditions contained within the documents that are a part of this ITB or resulting contract are in conflict with any other terms and conditions contained therein, then the various documents comprising this ITB or resulting contract, as applicable, shall govern in the following order of precedence: change order, purchase order, addenda, special conditions, general conditions, specifications, departmental description of work, and bid.

22. MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Vendor shall submit with the bid, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The vendor shall also explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. The University of Florida reserves the right to determine acceptance of item(s) as an approved equivalent. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form.

23. NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested and/or inspected for compliance with specifications by any appropriate testing facilities. Should the items fail, the University may require the vendor to reimburse the University for costs incurred by the University in connection with the examination or testing. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, F.S. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery data in bid and/or purchase order may result in vendor being found in default in which event any and all procurement costs may be charged against the defaulting vendor. Any violation of these conditions may also result in the vendor's name being removed from the University of Florida's vendor file.

24. PUBLIC RECORDS: Any material submitted in response to this Invitation to Bid will become a public document pursuant to Section 119.07 F.S. This includes material which the responding vendor might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07 F.S.

25. DELIVERY: Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the University of Florida, Monday through Friday, unless otherwise specified.

26. PUBLIC PRINTING - PREFERENCE GIVEN PRINTING WITHIN THE STATE: The University of Florida shall give preference to vendors located within the state when awarding contracts to have materials printed, whenever such printing can be done at no greater expense than, and at a level of quality comparable to, that obtainable from a vendor located outside of the state.

(a) **CONTRACTS NOT TO BE SUBLET:** In accordance with Class B Printing Laws and Regulations "Printing shall be awarded only to printing firms. No contract shall be awarded to any broker, agent, or independent contractor offering printing manufactured by other firms or persons."

(b) **DISQUALIFICATION OF VENDOR:** Reasonable grounds for believing that a vendor is involved in more than one bid for the same work will be cause for rejection of all bids in which such vendors are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between vendors. Bids in which the prices obviously are unbalanced will be subject to rejection.

(c) **TRADE CUSTOMS:** Current trade customs of the printing industry are recognized unless accepted by Special Conditions or Specifications herein.

(d) **COMMUNICATIONS:** It is expected that all materials and proofs will be picked up and delivered by the printer or his representative, unless otherwise specified. Upon request, materials will be forwarded by registered mail.

(e) **RETURN OF MATERIAL:** All copy, photos, artwork, and other materials supplied by the University of Florida must be handled carefully and returned in good condition upon completion of the job. Such return is a condition of the contract and payment will not be made until return is affected.

END OF SECTION

INTRODUCTION

The purpose of this contract to simplify and expedite the execution of asbestos containing material at the University of Florida.

Contract award will be made to three (3) contractors. It will be up to the discretion of the University which of the awarded contractors are selected for individual projects under this contract. Award does not guarantee work.

The successful bidders will become the University-wide preferred contractors for asbestos abatement. The contractors will be identified as such to the University of Florida user community.

Each individual project included within the scope of this contract will have a maximum total construction cost of up to Two Hundred Thousand Dollars (\$200,000).

Successful bidders will provide services to the University of Florida from January 1, 2021 through December 31, 2021 with an option to renew for two (2) additional one (1) year periods, if acceptable by both parties.

Award(s) will be made in the best interest of the University to contractors that are pre-qualified in Step 1 and that have the highest overall point score and lowest bid numbers in Step 2. After award, it is up to the discretion of the University department/stakeholders which of the awarded contractors are chosen for the job at hand. Award does not guarantee work.

UNIVERSITY DEMOGRAPHICS

The University of Florida is a major public land-grant research university. The state's oldest, largest, and most comprehensive university, the University of Florida is among the nation's most academically diverse public universities. The University has a long history of established programs in international education, research, and service. It is one of only 17 public land-grant universities nationwide and the only university in Florida belonging to the Association of American Universities. With more than 50,000 students, the University of Florida is now one of the five largest universities in the nation.

The University of Florida has a 2,000-acre campus and more than 900 buildings (including 170 with classrooms and laboratories). The northeast corner of campus is listed as a historic district on the National Register of Historic Places.

The University's extensive capital improvement program has resulted in facilities ideal for 21st century research including the McKnight Brain Institute, the Health Professions, Nursing and Pharmacy Building, the Cancer and Genetics Research Complex, and the Proton Therapy Institute in Jacksonville. Overall, the university's current facilities have a book value of more than \$1 billion and a replacement value of \$2 billion.

For any additional information about the University of Florida, please visit the University's web page at: <http://www.ufl.edu/>

SCOPE OF WORK

The scope of services to be provided to the University of Florida includes the removal of identified asbestos containing materials using methods recognized as safe and in compliance with all applicable Federal and State regulations and University of Florida policies.

The location of the work to be provided by the Contractor will typically include the University of Florida's main campus and other University owned properties in the immediate surrounding area. On occasion, asbestos removal work may also be required at one of the University's off campus research facilities located around the State of Florida. The size of each project will vary and all services shall be provided on an as needed basis. It is anticipated that at any given time, multiple removal projects will be required to run concurrently.

Project examples can vary from remove and dispose of 24 LF of TSI; remove and dispose of 880 square feet of carpet, floor tiles and black mastic; remove and dispose of over 30,000 square feet of wallboard and associated framework.

All asbestos removal activities must be performed in a manner that protects occupants of adjoining areas, both inside and outside of buildings, from exposures to asbestos and any other material used in the asbestos abatement process (e.g. encapsulants, chemical mastic removers, etc.).

Additionally, the University of Florida campus has an exceptionally high concentration of pedestrians, bicycles and vehicular traffic. Precautionary measures must be utilized to maintain a high level of safety at all times.

SOLICITATION STRUCTURE & INSTRUCTIONS

This bid will consist of two (2) steps.

Step 1 is a pre-qualification phase comprised of a complete response to the Step 1 Criteria and the supporting documentation of adequate pre-qualification considerations.

Step 2 (Appendix A) is the evaluation of the line item pricing. Appendix A will include various descriptions of labor, description of equipment that may be used and percentage on markups for material, outside rentals, and subs.

NOTE: Contractors are to submit two sealed envelopes in their bid packages. Sealed envelope #1 shall be conspicuously marked "Step 1" and contain Step 1 pre-qualification submittals. Sealed envelope #2 shall be conspicuously marked "Step 2" and contain Step 2 line item pricing (Appendix A). Only those contractor's proposals that successfully pass Step 1 will be opened in Step 2.

Incomplete bid packages may be disqualified. This includes, but is not limited to:

- Failure to submit proposal by the stated time and date
- Failure to sign the Invitation to Bid Acknowledgement Form
- Missing, invalid, or expired license
- Missing, invalid, or expired proof of corporate status in the State of Florida
- Insufficient proof of insurance coverage
- Insufficient proof of size/financial stability of bonding company
- Failure to include safety (EMR) data
- Failure to have 2 packages labeled Step 1 and Step 2

STEP 1 – PRE-QUALIFICATION EVALUATION

The following qualification documentation shall be submitted in a sealed package labeled as Step 1.

1. Provide proof of corporate registration to operate in the State of Florida, by the State Division of Corporations. Such proof shall take the form of a Certificate of Corporate Status from the Florida Department of State.
2. Provide a single point of contact for the company to be used for all prequalification purposes and provide reliable contact information (phone number & e-mail address). Include resume and project specific responsibility
3. Show evidence that contractor has successfully completed asbestos abatement projects in at least four occupied University, educational or Health Care Facility in Florida within the past 12 months. Provide complete information including description, location and date of completion, verifiable names, addresses and contact information. Provide project size in square feet of asbestos removed.
4. Show evidence that contractor has an operational office within 125 miles of the main office of the University of Florida's Environmental Health and Safety Office, 916 Newell Drive, Gainesville, FL.
5. Provide proof that contractor is a licensed asbestos abatement contractor in Florida per State of Florida Statue 469.
6. Provide proof of liability insurance coverage in the amounts of \$1 million general liability per occurrence and \$1 million automobile liability per occurrence. Worker's Compensation per requirements of Chapter 440 of Florida Statutes and a \$5 million pollution liability endorsement. Please note: awarded contractors will be required to name University of Florida Board of Trustees as an additional insured on their general liability and auto liability policies.
7. Provide Proof of Worker's compensation with asbestos coverage.
8. Provide a copy of the firm's insurance experience modification rate (EMR) for the last three years as determined by the NCCI. Such proof shall consist of the firm's NCCI EMR forms.
9. Provide the company's OSHA Total Recordable Incident Rate (TRIR) for each of the last three years. Attach applicable OSHA 300A form (Summary of Work-Related Injuries and Illnesses) for each year.
10. Disclose any citations/violations levied by any Federal, State or local government agencies related to asbestos abatement including any criminal records of violations of environmental law (i.e. hazardous waste disposal). The name and location of the subject project(s), the date(s) and how the allegations were resolved shall be provided.
11. Contractor must not be disqualified at the time of the bid submittal through disqualification procedures described in BOG Regulation 14.022. Provide a statement confirming contractor has not been disqualified.

Each proposal will be reviewed in Step 1 by a committee consisting of UF representatives from the Department of Housing & Residential Education, Environmental Health and Safety, Institute of Food and Agricultural Sciences, and Planning, Design and Construction.

Failure to provide any of the above information may be grounds for immediate disqualification. Contractors may be disqualified for poor safety record and/or multiple incidents, citations or violations. Selection of pre-qualified contractors will be at the discretion of the committee.

NOTE: This process concludes with the determination of pre-qualified contractors who are eligible to bid. The pre-qualification process will bear no relevance to the bidding process.

STEP 2 – LINE ITEM PRICING EVALUATION (Appendix A)

Each line item will be evaluated separately. The numbers will be entered into a spreadsheet, which will apply points and will calculate the three lowest bidders. Contract will be awarded to the three (3) contractors with the highest overall point score and lowest bid numbers. For example, if we receive 5 proposals, per line item, the lowest bid will be given a 5, the second lowest bid will be given a 4, etc.... and the highest bid price will be given a 1. Line items that are left blank will be given a zero. Items that are no charge will need to indicate N/C and will be awarded highest points.

END OF SECTION

NON-TECHNICAL SPECIFICATIONS

1. **AWARD** – Award will be made to three (3) contractors that are pre-qualified in Step 1 and that have the highest overall point score and lowest bid numbers in Step 2. After award, it will be up to the discretion of the University department/stakeholder which of the awarded contractors are selected for individual projects under this contract. Award does not guarantee work.
2. **TERM OF CONTRACT** - The effective period of contract resulting from this bid will be from January 1, 2021 through December 31, 2021.

The University shall have the option to renew this bid for two (2) additional one (1) year renewal periods under the same terms, if it should be deemed advisable and advantageous to do so. Renewal of this contract shall be contingent upon mutual acceptance by the University and Contractor.

Prior to renewal, the Contractor will have the opportunity to adjust labor prices for the contract that will be in force for the subsequent year. Price change requests shall be submitted to Procurement Services in writing at procurement@ufl.edu, submitted at least sixty (60) days prior to the end of the current Agreement period, and shall be supported by written evidence of increased costs to the Successful Contractor. The University will not approve unsupported price increases that will merely increase the gross profitability of the Successful Contractor at the expense of the University. Price change requests shall be a factor in the Agreement extension review process. The University shall, in its sole opinion, determine whether the requested price increase or an alternate option is in the best interest of the University.

3. **NON-MANDATORY PRE-BID CONFERENCE** - A non-mandatory pre-bid conference meeting will be held remotely on September 17, 2020 at 10:00 AM. Please click [HERE](#) to log into this meeting. Passcode: 986523. The purpose of this conference is to hear any and all questions arising from this Invitation to Bid. Answers to any questions that might arise will be in the form of an Addendum to the Invitation to Bid, prior to the bid opening. All such revisions must be acknowledged by signature and returned with the bid proposal. Failure to attend this meeting will result in the rejection of your bid.
4. **INVITATION TO BID FORM** - All bids should include a completed and signed University of Florida Invitation to Bid Construction Acknowledgment form, complete package Step 1 and complete package Step 2, plus one electronic copy on USB flash drive or CD/DVD in a sealed envelope.
5. **BID SUBMITTALS** – Contractors shall ensure that the submittal envelope(s) clearly and conspicuously display the following identifying information in addition to any other information otherwise required for transmittal and are sealed.

Proposals must be sealed and delivered to:

**University of Florida
Procurement Services
971 Elmore Drive
Gainesville, FL 32611-5250**

**Bid No. ITB21KO-114
Attn: Karen Olitsky**

on or prior to October 14, 2020 at 3:00 PM

Contractors will submit two sealed envelopes in their bid packages. Sealed envelope #1 shall contain Step 1 pre-qualification submittals and a completed and signed Invitation to Bid Acknowledgement Form. Sealed envelope #2 shall contain Step 2 line item pricing (Appendix A). At the time of the bid opening, the University will only acknowledge receipt of proposals. Line items and qualifications submittals will not be reviewed at this time and receipt of bids will only be acknowledged.

It is the contractor's responsibility to assure that the proposal is delivered at the proper time and place of the proposal opening. Proposals received late for any reason will not be considered and will remain unopened. The University shall not accept proposals received by facsimile or email. The University shall, at the specified closing date and time, open all proposals that are otherwise in order. The bid opening is public and will be held remotely. For those that wish to attend, a link to the meeting will be available on the Schedule of Bids webpage prior to the opening date/time. The University will make no immediate decision at such time, and there will be no disclosure of any information contained in any proposal until the earlier of (i) the time University provides notice of a decision or intended decision, or (ii) 30 days after the final competitive sealed proposals are all opened, whichever occurs earlier.

6. **INQUIRIES** - The University will not give verbal answers to inquiries regarding the specifications, or verbal instructions prior to or after the award of the bid. A verbal statement regarding same by any person shall be non-binding. The University is not liable for any increased costs resulting from the Bidder accepting verbal direction. All changes, if necessary, shall be made by written addendum to the bid.

Any explanation desired by Vendors must be requested of the University of Florida Procurement Services in writing, and if an explanation is necessary, a reply shall be made in the form of an addendum, a copy of which will be posted on the Procurement Services website. Direct all inquiries to Karen Olitsky, Procurement Agent III, kolitsk@ufl.edu.

All addenda will be posted to our web site only:
<https://procurement.ufl.edu/vendors/schedule-of-bids/>

Vendors who want the addenda supplied to them in another form must notify the Procurement Agent listed above of that request. Otherwise, it will be the vendor's responsibility to check the web site for any additional information and addenda concerning this ITB.

The University may not respond to any questions/requests for clarification that require addenda, if received by the University after 5:00 PM on September 24, 2020.

7. **PRICES** - Prices are to be a fixed price, and include provision of all labor, equipment, tools, consumables, maintenance, permits, liability insurance, builder's risk insurance, training manuals and services necessary and/or proper for the completion of the work, except as may be otherwise expressly provided in the contract documents associated with the materials to be provided by the University. The University will not be liable for any costs beyond those proposed herein and awarded. Time and materials quotes will be unacceptable. In some cases, the University may order material in excess of that required by the plans. This is to allow for wastage, change orders, and potential loss by inventory. Prices should be calculated based upon the plans provided, and not upon the quantity of materials ordered.
8. **USE OF TERMS** - The terms "University of Florida", "UF", "Procurement Services" and "University" are used synonymously in this Invitation to Bid unless otherwise indicated. The terms "Contractor", "Proposer", "Bidder" and "Vendor" are used synonymously in this ITB unless otherwise indicated.
9. **COVERAGE AND PARTICIPATION** - The intended coverage of this BID and any Agreement resulting from this solicitation shall be for the use of all Departments at the University of Florida. With the consent and agreement of the Successful Contractor, the other state universities, community colleges, district school boards, other educational institutions, and other governmental agencies within the State of Florida, may assess an Agreement resulting from this solicitation issued and administered by the University of Florida.

The University reserves the right to add and/or delete elements, or to change any element of the coverage and participation at any time without prior notification and without any liability of any kind or amount.

10. **AVAILABILITY OF FUNDS** - The State of Florida and the University's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature of the State of Florida.
11. **CANCELLATION** – The University, by written notice, may terminate in whole or in part any purchase order resulting from this Invitation to Bid, when such action is in the best interest of the University. If the purchase order is terminated, the University shall be liable only for payment of services rendered prior to the effective date of the termination. Services rendered will be interpreted to include the cost of items already delivered, plus the reasonable cost of supply action short of delivery.
12. **TERMINATION FOR CONVENIENCE** - The University reserves the right to terminate the Agreement in whole or part at any time when in the best interests of the University without penalty or cause. Upon receipt of the written notice, the Successful Contractor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the University. In the event of termination under this provision, all documents, data and reports prepared by the Successful Contractor under the Agreement shall become the property of and delivered to the University. The Successful Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of termination. Such compensation shall be the Successful Contractor's sole remedy against the University in the event of termination under this provision.
13. **STOP WORK ORDER** - The University may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by the Agreement for a period of ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a Stop Work Order issued under this provision. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incidence of costs allocable to the work covered by the order during the period of work stoppage. If a Stop Work Order issued under this provision is canceled or the period of the order or any extension expires, the Contractor shall resume work. The University shall make an equitable adjustment in the delivery schedule or Agreement price, or both, and the Agreement shall be amended in writing accordingly.
14. **CHANGES IN THE WORK** - The University may order in writing extra work or make changes by altering, adding to or deducting from the work, the Contract Sum and Time of Performance being adjusted accordingly. The value of any such change shall be determined by estimate and acceptance of a lump sum. Claims by the Contractor for extra cost must be made in writing before executing the work involved.
15. **URGENT REQUIREMENTS** - In the case of a bona fide emergency and the Contractor cannot meet the delivery requirements; the University reserves the right to order from any Contractor that can meet such delivery requirement. This provision will not be used to circumvent the intent of the contract.
16. **REPORTS** - The Contractor agrees to furnish reports to the University of total work made under this contract to include complete description list of jobs, line item amount, total amount.
17. **PROTECTION OF PROPERTY** - The Contractor shall at all times guard against damage or loss to the property of the University or of other Contractors or Contractors and shall be held responsible for replacing or repairing any such loss or damage. The University may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the Contractor or his agents. The Contractor shall provide all barricades and take all necessary precautions to protect buildings and personnel.
18. **DEBRIS** – The Contractor shall be responsible for the prompt removal of all debris which is a result of delivery, assembly, or installation.

19. **INSPECTION AND ACCEPTANCE** - The University shall at all times have access to the work wherever it is in preparation or in progress, and the Contractor shall provide proper facilities for such access and for inspection.

20. **INSURANCE REQUIREMENTS - ASBESTOS CONTRACTOR'S INSURANCE** – Asbestos contractors doing work for the University are required to carry asbestos related general liability insurance in addition to all other insurance coverages as well as automobile liability and workers compensation.

A. The asbestos related general liability insurance policy must be procured through an underwriter with an A.M. Best rating of A- or better lawfully authorized to do business in Florida. The University shall not be responsible for any sums of money associated with the policy, including any deductible. Coverage shall be on "occurrence" basis, rather than "claims made" and must protect Contractor from all claims arising out of the Contractor's asbestos abatement work for the University. The minimum limits of liability for the asbestos contractor general liability are:

- Per Occurrence Limit \$1,000,000
- Personal Injury and Advertising Injury Limit \$1,000,000
- Fire Damage Limit (any one fire) \$50,000
- Medical Expense Limit (any one person) \$5,000
- Products and Completed Operations Aggregate Limit \$1,000,000
- Aggregate Limit (other than Products/Completed Operations) \$1,000,000
- Pollution Liability Endorsement \$5,000,000

The University of Florida Board of Trustees shall be named "additional insured" on the general liability policy.

B. The Contractor shall secure and maintain, during the life of this contract, automobile liability coverage including all owned vehicles, hired, and non-owned vehicles, for bodily injury and property damage with not less than \$1,000,000.00 combined single limit for each accident.

The University of Florida Board of Trustees shall be named "additional insured" on the automobile liability policy.

C. The Contractor shall secure and maintain for the life of this Agreement, valid Worker's Compensation Insurance as required by chapter 440, Florida Statutes.

21. **INDEMNIFICATION/HOLD HARMLESS** - The Successful Vendor shall indemnify, defend, and hold harmless the University of Florida Board of Trustees, the University of Florida, the State of Florida and the Florida Board of Governors, its officers, agents, and employees from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorneys' fees and/or litigation expenses, which may be brought or made against or incurred on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Successful Vendor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of the Agreement. Successful Vendor's obligation under this provision shall not extend to any liability caused by the sole negligence of the University Of Florida Board Of Trustees, University, or its officers, agents, and employees. Such indemnification shall specifically include infringement claims made against any and all intellectual property supplied by Successful Vendor and third party infringement under the Agreement.

22. **OPEN COMPETITION** - The University encourages free and open competition among contractors. Whenever possible, specifications and proposal terms and conditions are designed to accomplish the objective, consistent with the necessity to satisfy the University's needs and the accomplishment of a sound economical operation. The Contractor's signature on the proposal guarantees that the prices quoted have been established without collusion with other Contractors and without effort to preclude

the University from obtaining the lowest possible competitive price. The Contractor certifies that its officers or employees have not bribed or attempted to bribe or influence in any way on officer, employee or agent of the University.

23. **EQUAL OPPORTUNITY STATEMENT** - The State Universities have established equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and prohibits discrimination based on race, creed, color, sex, age, national origin, marital status, or religion. To be considered for inclusion as a supplier under this agreement, the proposer commits to the following:
- A. The provisions of Executive Order 11246, September 24, 1966, and the rules, regulations, and relevant orders of the Secretary of Labor are applicable to each order placed against this agreement regardless of value.
 - B. If the Contractor expects to receive \$10,000 in orders during the first twelve (12) months of this Agreement, a complete certificate of non-segregated facilities shall be attached to the proposal response.
 - C. If the Contractor expects to receive \$50,000 in orders during the first twelve (12) months of this agreement and employs more than fifty (50) people, standard form 100 (EEOO-1) must be filed prior to March 1st of each year.
 - D. If the Contractor expects to receive \$50,000 in orders during the first twelve (12) months and employs more than fifty (50) people, a written program for affirmative action compliance must be maintained by the Contractor, subject to review upon request by the user agencies of this Agreement.
24. **OSHA REGULATIONS** - It is the responsibility of the Contractor to insure that ALL OSHA regulations applying to this job are adhered to at all times.
25. **PUBLIC ENTITY CRIME** - A person or affiliate who has been placed on the Convicted Vendor List by the Department of Management Services, State of Florida, may not submit a proposal on a contract to provide any goods or services, including construction, repairs, or leases and may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant for the University of Florida for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List, a "Person" or "Affiliate" includes any natural person or any entity, including predecessor or successor entities or any entity under the control of any natural person who is active in its management and who has been convicted of a Public Entity Crime (Rule 6C1-3.020 FAC).
26. **FEDERAL DEBARMENT** - By signing this bid/proposal, the Contractor certifies, to the best of its knowledge or belief, that the Contractor and its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; or have not within a three (3) year period preceding this offer, been convicted of or had a civil judgment rendered against them in connection with a public contract or subcontract; or are not criminally or civilly charged by a governmental entity with commission of offenses; or has not within a three (3) year period preceding this offer had a contract terminated for default by any Federal agency (Federal Acquisition Regulation 52.209-5).
27. **DISCRIMINATION** – An Entity or Affiliate who has been placed on the Discriminatory Vendor List may not submit a bid on a contract to provide goods or services to a Public Entity, may not submit a bid on a contract with a Public Entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a Contractor, Supplier, Subcontractor or Consultant under contract with any Public Entity, and may not transact business with any public entity.
28. **AMERICANS WITH DISABILITY ACT** - If special accommodations are needed in order to attend a meeting, contact UF Procurement Services at procurement@ufl.edu, three (3) business days prior to the scheduled meeting.

29. **NOTICE TO CONTRACTOR** - The University shall consider the employment by any Contractor of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this contract.
30. **CONTRACTOR SHALL IMPLEMENT** - A drug-free workplace program in accordance with the requirements of Section 440.102, Florida Statutes.
31. **SMALL BUSINESS PROGRAM** – University is an equal opportunity institution and, as such, encourages the use of small businesses, including women and minority-owned small businesses in the provision of goods and services. Small businesses should have a fair and equal opportunity to compete for dollars spent by the University. Competition ensures that prices are competitive and a broad vendor base is available. Vendor shall use good faith efforts to ensure opportunities are available to small businesses, including women and minority-owned businesses. For questions about the University's Small Business Program contact Kathey Porter, Director of Small Business and Vendor Diversity, 352-392-0380.
32. **PUBLIC RECORDS** - All proposal information submitted and opened becomes subject to the Public Records Law set forth in Chapter 119 F.S. Any resulting Agreement may be unilaterally canceled for refusal by the vendor to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119 F.S., and made or received by the Successful Vendor in conjunction with the Agreement.

END OF SECTION

REQUIREMENTS FOR FEMA PUBLIC ASSISTANCE PROGRAM PROCUREMENT

The terms of this section are considered part of this solicitation and are applicable for projects/work that may be reimbursed through the Federal Emergency Management Agency (FEMA) Public Assistant Program. In the event of a conflict in terms, the terms of this section will control.

1. **Termination.**

- a. Termination for Convenience. The Agreement may be terminated by UF without cause upon no less than thirty (30) days written notice.
- b. Termination for Cause. Each term and condition of the Agreement is material and any breach or default by either party in the performance of each such term and condition will be a material breach or default of the Agreement. Either party may terminate the Agreement in the event the other party materially breaches or defaults in the performance of any of its obligations hereunder, and such default continues for thirty (30) days after written notice thereof is provided to the breaching party by the non-breaching party. Any termination will become effective at the end of such thirty (30) day period unless the breaching party cures any such breach or default prior to the expiration of such period.
- c. Administration of Termination. All written notices must be delivered by certified mail, return receipt requested, or in person with proof of delivery. In case of termination under the Agreement, only fees for Services rendered by the Vendor through the date of termination, if any, will be due and payable, and all work in progress will become property of UF and will be turned over promptly by the Vendor. Upon receipt of written notice of termination, up until the date of termination, the Vendor will make reasonable efforts to limit the incursion of additional fees and perform only those Services necessary for the timely delivery of work in progress to UF and/or to correct a material breach or default, as applicable. The Parties will not be relieved of the duty to perform their obligations up to and including the date of termination. A termination penalty may not be charged against UF.

2. **Equal Opportunity.** If the Services provided under the Agreement include construction, then the Vendor agrees as follows:

- a. The Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c. The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Vendor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Vendor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Vendor's noncompliance with the nondiscrimination clauses of the Agreement or with any of the said rules, regulations, or orders, the Agreement may be canceled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures

- authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Vendor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Vendor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event Vendor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction by the administering agency the Vendor may request the United States to enter into such litigation to protect the interests of the United States.
3. **Davis-Bacon Act.** If the Agreement NOT TO EXCEED amount is in excess of Two Thousand & 00/100 Dollars (\$2,000.00) and Services include construction, then the Vendor must comply with the Davis-Bacon Act (40 U.S.C. § 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction).
4. **Compliance with Copeland “Anti-Kickback” Act.** If the Agreement NOT TO EXCEED amount is in excess of Two Thousand & 00/100 Dollars (\$2,000.00) and Services include construction, then the Vendor agrees as follows:
- a. Contractor. The Vendor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the Agreement.
 - b. Subcontracts. The Vendor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Vendor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 - c. Breach. A breach of the contract clauses above may be grounds for termination of the Agreement, and for debarment of Vendor and/or subcontractor(s), if any, as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.
5. **Compliance with the Contract Work Hours and Safety Standards Act.** If the Agreement NOT TO EXCEED amount is in excess of One Hundred Thousand & 00/100 Dollars (\$100,000.00) and Vendor employs mechanics or laborers, then Vendor agrees as follows:
- a. Overtime Requirements. The Vendor and their subcontractor(s), if any, providing Services under the Agreement which may require or involve the employment of laborers or mechanics will not require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times (1 ½) the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
 - b. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (a) of this section the Vendor and their subcontractor(s), if any, responsible therefor shall be liable for the unpaid wages. In addition, such Vendor and their subcontractor(s), if any, shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
 - c. Withholding for Unpaid Wages and Liquidated Damages. FEMA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Vendor and/or subcontractor(s), if any, under any such contract or any other Federal contract with UF,

- or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by UF, such sums as may be determined to be necessary to satisfy any liabilities of Vendor and/or subcontractor(s), if any, for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- d. Subcontracts. The Vendor and subcontractor(s), if any, shall insert in any subcontracts the clauses set forth in paragraph (a) through (c) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.
6. **Clean Air Act and the Federal Water Pollution Control Act.** If the Agreement NOT TO EXCEED amount is in excess of One Hundred Fifty Thousand & 00/100 Dollars (\$150,000.00), then the Vendor agrees as follows:
- a. Clean Air Act.
 - i. Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
 - ii. Vendor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - iii. Vendor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
 - b. Federal Water Pollution Control Act.
 - i. Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - ii. Vendor agrees to report each violation to UF and understands and agrees that UF will, in turn, report each violation as required to assure notification to Federal Emergency Management Agency and the appropriate Environmental Protection Agency Regional Office.
 - iii. Vendor agrees to include these requirements in each subcontract exceeding One Hundred Thousand & 00/100 Dollars (\$100,000) financed in whole or in part with Federal assistance provided by FEMA.
7. **Energy Policy and Conservation.** Vendor will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. § 6201-6422), and Florida's State Energy Management Plan adopted pursuant to § 255.257, F.S.
8. **Suspension and Debarment.**
- a. If the Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, then the Vendor hereby certifies that neither the Vendor, its principals (defined at 2 C.F.R. § 180.995), nor its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The Vendor must comply with 2 C.P.R. pt. 180, subpart C and 2 C.P.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transactions with subcontractors and/or suppliers.
 - c. This certification is a material representation of fact relied upon by UF. If it is later determined that the Vendor did not comply with 2 C.P.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and UF, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The Vendor agrees to comply with the requirements of 2 C.P.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of the Agreement. The Vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions with subcontractor and/or suppliers.
9. **Byrd Anti-Lobbying Amendment.** If the Agreement NOT TO EXCEED amount is One Hundred Thousand & 00/100 Dollars (\$100,000) or more, then Vendor shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to

pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

10. Procurement of Recovered/Recycled Materials.

- a. In the performance of the Agreement, Vendor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or,
 - iii. At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The list of EPA-designate items is available at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products>.

END OF SECTION

TECHNICAL SPECIFICATIONS

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TECHNICAL SPECIFICATIONS

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General Terms and Conditions: <https://facilities.ufl.edu/forms/contracts/GTC.pdf>

Division 0: <https://facilities.ufl.edu/forms/contracts/Div0NonTechSpecs.pdf>

Division 1: https://facilities.ufl.edu/forms/contracts/Div1_NonTech_Specs_JULY_2017.pdf

Design and Construction Standards: <https://facilities.ufl.edu/forms/dcs.html>

SECTION 01 11 00 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 PROJECT DESCRIPTION

- A. The project consists of the removal of various asbestos containing materials at various site locations for building(s) owned by The University of Florida.
- B. The Owner may elect to authorize a change in work scope to include additional work to any building, structure, grounds and/or parking facility located at any site owned or leased by the Owner. This is at the Owner's sole discretion and does not obligate the Owner nor entitle the contractor to any additional work within the scope of this project, unless specifically elected by the Owner and a properly executed change order is issued.

1.2 WORK PLAN

- A. A work plan will be developed for each project under this term contract. The plan will contain specific requirements for completion of the project. All work on projects shall comply with the master specifications. Any deviation from the master specifications will be detailed in a Work Plan, addendum or change order directive.

1.3 DESCRIPTION OF LINE ITEMS

- 1. Mobilize all labor, tools, and materials required to remove, repair, enclose, and/or encapsulate asbestos-containing materials, and perform related repairs for projects involving asbestos-containing material.
- 2. Mobilize all labor, tools, and materials required to remove, repair, enclose, and/or encapsulate asbestos-containing materials, and perform related repairs for projects involving asbestos-containing materials within 24 hours of notice.
- 3. Furnish all labor, tools, and materials required to install, and remove a three stage, decontamination unit as specified in Section 02 82 00 (see drawing AB-1).
- 4. Furnish all labor, tools, and materials required to install and remove a single stage decontamination unit.

5. Develop project specific plan of action, including applicable drawings, for distribution to the EH&S and Asbestos Consultant for approval prior to starting work. This document shall be a detailed plan of the procedures proposed for use in complying with the requirements of this specification, including but not limited to scheduling all aspects of the work and precautions to be taken to ensure safety of workers, staff and visitors to the site.
6. Assemble and provide to Asbestos Consultant submittal packages as specified in Section 01 32 19.
7. Furnish all labor, materials, transportation and incidentals (including permits, notices and fees) required for the disposal of contaminated waste in accordance with Section 02 82 00.
8. Furnish all labor, materials, and tools required to establish and operate Type C supplied air respiratory system.
9. Furnish all labor, tools and materials required to install and remove portable air conditioning units.
10. Provide the asking entity with a written job estimate for specified work.
11. Furnish all labor, tools, and materials required to install, and remove plastic sheeting, including critical barriers, as outlined in Section 02 82 00.
12. Furnish all labor, tools, and materials required to install, and remove temporary soft/hardwall partitions of fire retardant wood studs and fire retardant plastic sheeting as outlined in Section 02 82 00.
13. Furnish all labor, tools, and materials required to install, and remove temporary hardwall partitions of fire retardant hardboard, fire retardant wood studs, and fire retardant plastic sheeting as outlined in Section 02 82 00.
14. Remove and replace moveable, non-contaminated objects within each work area except telephone systems, computer systems and lab equipment.
15. Furnish all labor, tools, and materials required for removal and/or encapsulation of asbestos-containing materials for projects involving mechanical system insulation. (See Section 02 82 00).

16. Furnish all labor, tools, and materials required for glovebag removal of asbestos-containing materials for projects involving mechanical system insulation (See Section 02 82 00).
17. Furnish all labor, tools, and materials required for removal and/or encapsulation of asbestos-containing materials for projects involving surfacing material (See Section 02 82 00).
18. Furnish all labor, tools, and materials required for removal and/or encapsulation of asbestos-containing materials for projects involving miscellaneous materials (See Section 02 82 00).

1.4 WORK UNDER OTHER CONTRACTS

- A. Air monitoring for the Owner.

1.5 EXISTING CONDITIONS

- A. Existing conditions are reflected to the best of Asbestos Consultant's knowledge. Should minor conditions be encountered which are not exactly as indicated, modify work at no additional expense to Owner.

1.6 TEST REPORTS

- A. The Owner has had certain materials in the work area tested. Copies of these reports are available at the office of the Owner and Asbestos Consultant. However, the Contractor is cautioned that, should he make interpretations, form opinions or draw conclusions as a result of examining the test results, those interpretations, opinions and conclusions will be those made, formed and drawn solely by the contractor. The test reports are specifically excluded from the Contract Documents.

1.7 CONTRACTOR USE OF PREMISES

- A. General: Limit use of the premises to construction activities in areas indicated. Confine operations to areas within Contract limits indicated.
- B. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.

- C. Keep driveways and entrances serving the premises clear and available to the Owner and the Owner's employees at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.

1.8 OWNER OCCUPANCY

- A. Full Owner Occupancy: The Owner will occupy the site, adjacent spaces and adjacent buildings during the entire abatement period, outside of the designated abatement area. Cooperate with the Owner during abatement operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with the Owner's operations.

1.9 PARKING

- A. On-site parking is limited at the project sites. Utilize only those parking areas designated by Owner for storage trailers, vehicles, disposal containers and equipment.

2.0 PREJOB DAMAGE INSPECTION

- A. Prior to starting work, perform a thorough survey of property and all affected areas of the work area with Owner and Asbestos Consultant to document existing damage.

2.1 CORRECTION OF DAMAGE TO PROPERTY

- A. Consider any damage to building or property not identified in the pre-job damage survey as having resulted from the execution of this contract. Correct damage at no additional cost.

2.2 BUILDING SECURITY

- A. Maintain personnel in asbestos work areas at all times any portion of the work areas are open or not properly secured. Completely secure all asbestos work areas at the end of each working day with a locking device.

2.3 OBSERVATIONS

- A. Asbestos Consultant will observe the status and progress of the Work for completeness and general compliance with the requirements of the Contract Documents at a minimum of the following times during the Project:

1. Following complete preparation of the work area(s) and prior to proceeding with actual asbestos abatement.

2. During abatement.
 3. At designated times during the cleaning phases.
 4. As appropriate, during the Work outlined elsewhere in the Contract Documents.
- B. Notify Asbestos Consultant and ***EH&S*** at least 24 hours in advance of the need and readiness for such observations. Should no advance notice be given to the Asbestos Consultant, Asbestos Consultant will make reasonable effort to comply with time of requested observation. Do not proceed until such observation by Asbestos Consultant is made and authorization to proceed is granted.

2.4 SIGN-IN/OUT LOG

- A. Prior to the start of any asbestos abatement activity, a contractor's project logbook will be established. This logbook will serve as a vehicle for maintaining all the records associated with the project. The logbook will be used to record accidents, unusual events or occurrences (such as failure of the negative air system or containment barriers) personnel and area air sampling results, notes concerning any deviation from standard work practices, daily sign-in/sign-out of employees and authorized visitors, and a day-by-day account of the work progress. The logbook will also record emergency telephone numbers inside the front cover. The logbook will be hard bound and shall be signed each day by the Asbestos Consultant and the project supervisor.

2.5 UTILITIES

- A. Contractor may temporarily connect to existing permanent utilities, with use of a proper Ground Fault Interrupter, during execution of the project. Remove connections and all extensions of utilities at project completion. Return all utilities to original condition upon completion of project.

2.6 SALVAGEABLE MATERIALS

- A. Consider all demolished or removed materials and items in the execution of the Work unsalvageable unless specifically noted otherwise in the Specifications, Drawings, or by the Project Manager.

2.7 CLEAN-UP

- A. Leave all areas clean and free of miscellaneous debris and equipment at completion of work.

END OF SECTION

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SECTION 01 32 19 - SUBMITTALS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for submittals required for performance of the Work, including;
 - 1. Pre-job submittal.
 - 2. Post-job submittal.
 - 3. Daily construction reports.
 - 4. Product Data.
 - 5. Worker Site Safety
- B. Administrative Submittals: Refer to other Division-1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:
 - 1. Permits.
 - 2. List of Subcontractors.
- C. Test reports are included in Section 01 40 00 "Testing Laboratory Services."

1.2 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of abatement activities. Transmit each submittal a minimum of one week in advance of performance of related abatement activities to avoid delay.
 - 1. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.

2. The Asbestos Consultant reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- B. Processing: Allow one week review time for initial submittal. All Submittals will be submitted in electronic format unless otherwise requested.
- C. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
 1. Provide a space approximately 4" x 5" on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.
 2. Include the following information on the label for processing and recording action taken.
 - a. Project name.
 - b. Date.
 - c. Name and address of Asbestos Consultant.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Work Order number
 - g. File Number
- D. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Asbestos Consultant using a transmittal form. Submittals received from sources other than the Contractor will be returned without action.
 1. On the transmittal record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.

1.3 PRE-JOB SUBMITTALS

- A. Notice of impending commencement of any asbestos removal work for each facility in writing to:

1. Air Program

Florida Department of Environmental Protection
8800 Baymeadows Way West, Suite 100
Jacksonville, Florida 32256-7590
ATTN: Mr. Chris Kirts
(904) 256-1566
Christopher.Kirts@dep.state.fl.us

2. University of Florida

Environmental Health and Safety Division
Building 179
P.O. Box 112190
Gainesville, Florida 32611
ATTN: Mr. Tom Ladun
(352) 392-1591
tladun@ehs.ufl.edu

Not fewer than 10 days before work commences on the Project. Include copy of notification in submittal package.

A courtesy notice to the Florida Department of Business and Professional Regulations (DBPR) Division of Professions must be submitted not fewer than three days before work commences on any Project involved with floor tile removal:

3. Florida Department of Business and Professional Regulations

Division of Professions
Executive Director: G.W. Harrell
2601 Blair Stone Road
Tallahassee, FL 32399
Phone: 850.487.1395

- B. All required permits, site location, and arrangements for transport and disposal of asbestos-containing or contaminated materials, supplies, etc. Include copies of notification, permits, etc. with submittal package.
- C. Written description and/or sketch of the security procedures plan to be utilized.
- D. Names of supervisory personnel and their qualifications and training. Include a copy of initial certification and any subsequent refresher certification documenting that the superintendent has successfully completed a state approved 40-hour project management and supervision course and has at least two years of

experience.

- E. Documentation that Contractor is a licensed asbestos abatement contractor in Florida.
- F. Individually signed forms for each and every worker to be utilized on the Project by the Contractor or subcontractor documenting that each is actively involved in a company employee medical surveillance program. Include a copy of physician's medical opinion concerning employee use of respirators.
- G. Individually signed forms for each and every worker to be utilized on the Project by the Contractor or subcontractor documenting that each is actively involved in a company employee respiratory protection program and has had appropriate training in respiratory protection, including documentation of proper fit testing.
- H. Individually signed and notarized Worker's Release forms for each and every worker to be utilized on the project by the Contractor or subcontractor (Special Form #1).
- I. Individually signed and notarized Worker Acknowledgment forms for each and every worker to be utilized on the project by the Contractor or subcontractor (Special Form #2).
- J. All special equipment, techniques, etc. to be used on the Project.

1.4 INTERIM SUBMITTALS

- A. Submit all workers training, doctor release, respirator and worker release forms for all new employees arriving on the project site following start of project.
- B. Documentation must be submitted and approved by Consultant prior to worker entering any work area.

1.5 POST-JOB SUBMITTALS

- A. All submittals required by the General Conditions.
- B. Alphabetized list of all employees utilized on project (including Birth Date) and date which each arrived on project.
- C. Receipts from landfill operator which acknowledge the Contractor's delivery(s) of waste material. Include date, quantity of material delivered, and signature of authorized representative of landfill on all receipts.
- D. A copy of daily logs showing the following: date, entering and leaving time,

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company or agency represented, and reason for entry for all persons entering the work area.

- E. Copies of employee air monitoring results relative to OSHA respiratory protection level compliance.

1.6 WORKER/SITE SAFETY

- A. The successful vendor (contractor) shall insure that all activities carried out on behalf of the University or on University property are in compliance with all applicable federal, state and local regulations (OSHA, EPA, FDEP) pertaining to worker and site safety.
- B. The successful vendor shall have a written health and safety program that outlines safe work practices and procedures expected to be followed by workers and shall have it available for review by the University's project manager or by representatives of the Environmental Health and Safety division upon request.
- C. Project managers and superintendents/supervisors shall have obtained an OSHA 30-hour Construction Safety Outreach Training card within 5 years of the date of the applicable project.
- D. The contractor is solely responsible for insuring that all workers have received any required safety related training. Training documentation shall be available for review upon request.
- E. The successful vendor shall have a competent person or persons as defined by OSHA 29CFR1926.32(f) on the job site to monitor hazardous work operations such as but not limited to crane operations, electrical safety, excavations, fall protection and scaffolds.
- F. The successful vendor shall have an up to date Safety Data Sheet (SDS) for all chemical products used on the job site. The SDSs shall be readily accessible to all project workers and to University staff, on request. If the use of any chemical product has the potential for exposure to University of Florida staff, students or visitors, the Environmental Health and Safety office shall be notified and exposure controls will be discussed prior to the use of the chemical product.

1.7 SUBMITTAL SCHEDULE

- A. An electronic copy of Post-job submittals must be received by the Consultant no later than 10 working days after completion of the work. Inserts provided in at the

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end of this Section shall be used when submitting all final documents. If the contractor is not in receipt of waste disposal shipment records within 30 days of the date of transportation from the site, the contractor will contact the disposal site facility to determine the status of the waste shipment, and inform the Consultant in writing the cause of the delay. The EPA Regional office and the Consultant will be notified by the contractor if the documentation is not received within 45 days.

- B. **An electronic copy of Post-job submittals must be received by the University of Florida Environmental Health and Safety Division no later than three weeks after completion of the work**

1.8 ASBESTOS CONSULTANT'S ACTION

- A. Except for submittals for record, information or similar purposes, where action and return is required or requested, the Asbestos Consultant will review each submittal, mark to indicate action taken, and return promptly to the Contractor.
- B. Compliance with specified characteristics is the Contractor's responsibility.
- C. Action Stamp: The Asbestos Consultant will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, as follows, to indicate the action taken:
1. Final Unrestricted Release: Where submittals are marked "Approved," that part of the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance.
 2. Final-But-Restricted Release: When submittals are marked "Approved as Noted," that part of the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.
 3. Returned for Resubmittal: When submittal is marked "Not Approved, Revise and Resubmit," do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.

4. Do not permit submittals marked "Not Approved, Revise and Resubmit" to be used at the Project site, or elsewhere where Work is in progress.
5. Other Action: Where a submittal is primarily for information or record purposes, special processing or other activity, the submittal will be returned, marked "Action Not Required".

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

DATE:
TO:
RE:

1. In consideration of my employment by

in connection with the removal and disposal of asbestos-contaminated work areas, and in consideration of the sum of ONE AND NO/100 (\$1.00) DOLLAR and other good and valuable consideration in hand paid, at and before the sealing and delivery of these presents, the receipt, sufficiency, and adequacy of which are hereby acknowledged, the undersigned does hereby acknowledge, warrant, represent, covenant, and agree as follows:

- Signature of Worker

(as acknowledgement of reading this page of this two-page Certificate)

- Signature _____

Social Security Number

Signed in presence of _____

Notary _____

(Signature)

(Seal (

SPECIAL FORM #2

CERTIFICATE OF WORKER'S ACKNOWLEDGEMENT

PROJECT NAME _____

DATE _____

PROJECT ADDRESS _____

CONTRACTOR _____

WORKING WITH ASBESTOS CAN BE DANGEROUS. INHALING ASBESTOS FIBERS HAS BEEN LINKED WITH VARIOUS TYPES OF CANCER. IF YOU SMOKE AND INHALE ASBESTOS FIBERS THE CHANCE THAT YOU WILL DEVELOP LUNG CANCER IS GREATER THAN THAT OF THE NON-SMOKING PERSON.

Your employer's contract with the Owner for the above project requires that: You will be supplied with the proper respirator and be trained in its use. You will be trained in safe work practices and in the use of the equipment found on the job. You will receive a medical examination. These things are to have been done at no cost to you.

RESPIRATORY PROTECTION: I have been trained in the proper use of respirators, and informed of the type of respirator to be used on the above referenced project. I have a copy of the written respiratory protection manual issued by my employer. I have been equipped at no cost with the respirator to be used on the above project.

TRAINING COURSE: I have completed an asbestos training course of not less than three days. I have been trained in the dangers inherent in handling asbestos and breathing asbestos dust and in proper work procedures and personal and area protective measures. The topics covered in the course included the following:

- Physical characteristics of asbestos
- Health hazards associated with asbestos
- Respiratory protection
- Use of personal protective equipment
- Pressure Differential Systems
- Work practices including hands-on or on-the-job training
- Personal decontamination procedures
- Air monitoring, personal and area

MEDICAL EXAMINATION: I have had a medical examination within the past 12 months which was paid for by my employer. This examination included: health history, pulmonary function tests and may have included an evaluation of a chest x-ray.

By signing this document you are acknowledging only that the Owner of the building you are about to work in has advised you of your rights to training and protection relative to your employer, the Contractor.

Signature _____ Social Security No. _____

Name _____ Witness _____

END OF SECTION

SECTION 01 40 00 – AIR MONITORING TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Air Monitoring: Work Area clearance is described in Section 01 74 23 - "Work Area Clearance".

1.2 DESCRIPTION OF THE WORK

- A. This Section describes work being performed by the Owner and establishes criteria to be maintained by the Contractor.
- B. Employee air monitoring required by OSHA is the Contractor's responsibility and is not covered in this section.
- C. This section describes air monitoring carried out by the Asbestos Consultant to verify that the area outside the Regulated Work Area remains uncontaminated. This section also sets forth airborne fiber levels both inside and outside the Work Area as action levels, and describes the action required by the Contractor if an action level is met or exceeded.
- D. The Asbestos Consultant will provide the Testing Laboratory services. Costs for these services are not included in the Contract Sum.
 - 1. The Asbestos Consultant will employ the services of an independent agency, testing laboratory or other qualified firm to perform services which are the Owner's responsibility.
- E. The Asbestos Consultant will be employed under separate University of Florida contract as a third party entity, regardless of the project size.

1.3 CONTRACTOR RESPONSIBILITIES

- A. Cooperate with Testing Laboratory in all aspects of the testing in order to expedite testing and results.
- B. Provide Testing Laboratory representative's access to the Work at all times and in all locations requested as necessary to perform testing.

- C. Perform personal air monitoring daily, in compliance with FL Statute 469.005, on the project necessary to meet OSHA regulations. Analyze samples and post results on site within 24-hours after sampling.

1.4 PAYMENT FOR TESTING

- A. Initial Services: Owner will pay the Asbestos Consultant for initial testing services.
- B. Retesting: When initial tests indicate noncompliance with the Contract Documents, subsequent retesting occasioned by the noncompliance will be performed by the same testing agency. Owner will deduct testing costs from the abatement cost.

END OF SECTION

SECTION 01 42 13 - CODES AND REGULATIONS - ASBESTOS ABATEMENT

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section sets forth governmental regulations and industry standards which are included and incorporated herein by reference and made a part of the specification. This Section also sets forth those notices and permits which are known to the Owner and which either must be applied for and received, or which must be given to governmental agencies before start of the Work.
- B. Requirements include adherence to Work practices and procedures set forth in applicable codes, regulations and standards.

1.2 CODES AND REGULATIONS

- A. General Applicability of Codes, and Regulations: Except to the extent that more explicit or more stringent requirements are written directly into the Contract Documents, all applicable codes, and regulations, have the same force and effect (and are made a part of the contract documents by reference) as if copied directly into the Contract Documents, or as if published copies are bound herewith.
- B. Contractor Responsibility: The Contractor shall assume full responsibility and liability for the compliance with all applicable Federal, State, and local regulations pertaining to Work practices, licensing, permitting, certifications, record keeping, hauling, disposal, and protection of workers, visitors to the site, and persons occupying areas adjacent to the site. The Contractor is responsible for providing medical examinations and maintaining medical records of personnel as required by the applicable Federal, State, and local regulations. The Contractor shall hold the Owner and Consultant harmless for failure to comply with any applicable Work, hauling, disposal, safety, health or other regulation on the part of himself, his employees, or his subcontractors.
- C. Federal Requirements: Which govern asbestos abatement Work or hauling and disposal of asbestos waste materials include but are not limited to the following:

- D. OSHA: U.S. Department of Labor, Occupational Safety and Health Administration, (OSHA), including but not limited to:

Occupational Exposure to Asbestos, Tremolite,
Anthophyllite, and Actinolite; Final Rules
Title 29, Part 1926.1101 of the Code of Federal Regulations

Respiratory Protection
Title 29, Part 1910.134 of the
Code of Federal Regulations

Access to Employee Exposure and Medical Records
Sub part C Title 29, CFR-1910.20

Hazard Communication
Title 29, CFR 1926.59

Specifications for Accident Prevention Signs and Tags
Title 29, CFR 1926.200

- E. DOT: U. S. Department of Transportation, including but not limited to:

Hazardous Substances
Title 29, Part 171 and 172 of the
Code of Federal Regulations

- F. State Requirements: Which govern asbestos abatement Work or hauling and disposal of asbestos waste materials include, but are not limited to, the following:

1. Chapter 469 of the Florida Statutes (Licensure of Asbestos Consultants and Contractors).

2. Department of Business and Professional Regulation
Division of Professions:

Florida Department of Business and Professional Regulations
Division of Professions
Executive Director: Dan Biggins
2601 Blair Stone Road
Tallahassee, FL 32399
Phone: 850.487.1395

3. Notification: The contractor is responsible for submitting all abatement activity notification requirements to State, Local, and federal agencies. All notification for abatement must be sent to DEP, UF EH&S and EPA at least 10 days prior to beginning work. Notification must be submitted on a form similar to that required by the February 2, 1999 revised NESHAP regulation. If abatement is to start after the date of the original notification. Re-notification must be made stating the new start date, by telephone, and in writing as soon as possible but, before the original start date.
4. If work is commenced prior to the original start date, notification in writing must be made of the new start date at least ten days prior to the commencement of abatement.
5. Send a copy of the DEP notification to:

Florida Department of Environmental Protection
8800 Baymeadows Way West, Suite 100
Jacksonville, Florida 32256-7590
ATTN: Mr. Chris Kirts
(904) 256-1566
Christopher.Kirts@dep.state.fl.us

EPA

Any additional Local or County notifications as mandated by regulation.

1.3 STANDARDS

- A. Standards: All standards that are applicable to equipment and processes, governed by construction and asbestos abatement activities have the same force and effect (and are made part of the contract documents by reference) as if copied directly into the contract documents.

1.4 EPA GUIDANCE DOCUMENTS

- A. EPA Guidance Documents: Which discuss asbestos abatement Work or hauling and disposal of asbestos waste materials are listed below for the Contractor's information only. These documents do not describe the Contract Work and are not a part of the Work of this Contract. EPA maintains an information number (800)334-8571; publications may be ordered from (800)424-9065.

Guidance for Controlling Asbestos-Containing Materials in Buildings (Purple Book). EPA 560/5-85-024.

Friable Asbestos-Containing Materials in Schools: Identification and Notification Rule (40 CFR Part 763).

Evaluation of the EPA Asbestos-in-Schools Identification and Notification Rule. EPA 560/5-84-005.

Asbestos in Buildings: National Survey of Asbestos-Containing Friable Materials. EPA 560/5-84-006.

Asbestos in Buildings: Guidance for Service and Maintenance Personnel. EPA 560/5-85-018.

Asbestos Waste Management Guidance. EPA 530-SW-85-007.

Asbestos Fact Book. EPA Office of Public Affairs.

Asbestos in Buildings. Simplified Sampling Scheme for Friable Surfacing Materials.

A Guide to Respiratory Protection for the Asbestos Abatement Industry. EPA-560-OPTS-86-001.

1.5 LICENSES

- A. Licenses: Maintain current licenses as required by applicable State or local jurisdictions for the removal, transporting, disposal or other regulated activity relative to the Work of this Contract.
- B. Posting and Filing of Regulations: Maintain two copies of applicable federal, state and local regulations above. Maintain one copy of each at the job site. Keep one copy of each in the Contractor's main office.

1.6 SUBMITTALS

- A. Before Start of Work: Submit those items as outlined in Section 01 32 19 to the Consultant for review. No Work shall begin until these submittals are returned with Consultant action stamp indicating that the submittal is returned for unrestricted use or final-but-restricted use.
- B. Notices: Submit notices required by Federal, State and local regulations together with proof of timely transmittal to agency requiring the notice. Include in pre-job submittal package.

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- C. Permits: Submit copies of current valid permits required by State and local regulations with pre-job submittal package.
- D. Licenses: Submit copies of all State and local licenses and permits necessary to carry out the Work of this Contract.

END OF SECTION

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SECTION 01 42 19 - DEFINITIONS AND STANDARDS

PART 1 - GENERAL

1.1 GENERAL DEFINITIONS

- A. General: Except as specifically stated otherwise, the following definitions supplement definitions of the Contract, General Conditions, Supplementary Conditions and other general contract documents, and apply generally to the work.
- B. General Requirements: Provisions of Division 1 section of these specifications.
- C. Indicated: Shown on drawings by notes, graphics or schedules, or written into other portions of contract documents. Terms such as "shown", "noted", "scheduled", and "specified" have same meaning as "indicated", and are used to assist the reader in locating particular information.
- D. Directed, Requested, Approved, Accepted, etc.: These terms imply "by the Asbestos Consultant", unless otherwise indicated.
- E. Approved by Asbestos Consultant: In no case releases Contractor from responsibility to fulfill requirements of contract documents.
- F. Furnish: Supply and deliver to project site, ready for unloading, unpacking, assembly, installation, and similar subsequent requirements.
- G. Install: Operations at project site, including unloading, unpacking, assembly, erection, placing anchoring, applying, work into dimension, finishing, curing, protecting, cleaning, and similar requirements.
- H. Provide: Furnish and install, complete and ready for intended use.
- I. Installer: Entity (firm or person) engaged to install work, by Contractor, subcontractor or subcontractor. Installers are required to be skilled in work they are engaged to install.
- J. Abbreviations, Plural Words: Abbreviations, where not defined in contract documents, will be interpreted to mean the normal construction industry terminology, determined by recognized grammatical rules, by the Asbestos Consultant. Plural words will be interpreted as singular and singular words will be interpreted as plural where applicable for context of contract documents.

- K. Testing Laboratory: An independent entity engaged for the project to provide inspections, tests, interpretations, reports and similar services. The Consultant will provide a testing laboratory to perform material evaluation tests. Test (or retests) which pass the criteria established by the Contract Documents will be paid for by the Owner, those tests (or retests) that do not, will be paid for by the Contractor. The Contractor will be responsible for paying the minimum service charge for any retests less the cost of an actual original test. Any cost or charges submitted to the Owner by the testing service for delay or waiting time shall be fully paid for by the Contractor.
- L. Overlapping/Conflicting Requirements: Most stringent (generally most costly) applies and will be enforced, unless more detailed language written directly into Contract Documents clearly indicates that a less stringent requirement is applicable. Refer uncertainties to the Asbestos Consultant for decision before proceeding.
- M. Minimum Requirements: Indicated requirements are for a specific minimum acceptable level of quality/quantity as recognized in the industry. Actual work must comply (within specified tolerances), or may exceed within reasonable limits. Refer uncertainties to the Asbestos Consultant.
- N. Legal Holidays: Holidays which are observed by the State of Florida consisting of those days when Students, Faculty and Staff are not required to report to classes/work.
- O. First Class Condition: Building and site surfaces that are unbroken, non-cracked, non-rusting, without chips, without splinters, of texture matching its surrounding, with new appearing finishes, and operating as originally designed or intended to operate.
- P. Disruptive Work Procedures: Work procedures or activities that are noisy, create odoriferous fumes, or produce a condition that will be disruptive to students, faculty and staff.
- Q. Underground Services: Campus infrastructure including, but not limited to, water supply, sanitary sewer, storm sewer, natural and LP gas lines, electrical power, reclaimed water supply, irrigation lines, T.V. cables, fiber optic cables, telephone cables, fire alarm system cables, security wiring, control wiring and site underground mechanical systems including insulation.

1.2 ASBESTOS ABATEMENT DEFINITIONS

- A. Air Monitoring: The process of measuring the fiber concentration of a specific volume of air.
- B. Amended Water: Water to which a surfactant has been added to decrease the surface tension to 35 or less dynes.
- C. Asbestos: Includes the minerals chrysotile, amosite, crocidolite, tremolite, anthophyllite, and actinolite. For purposes of these Specifications both the asbestiform and non-asbestiform varieties of the above minerals and any of these materials that have been chemically treated and/or altered shall be considered as asbestos.
- D. Asbestos-Containing Material (ACM): Any material containing more than one percent asbestos of any type or mixture of types.
- E. Asbestos-Containing Waste Material: Any material which is or is suspected of being contaminated with an asbestos-containing material which is to be removed from a Work Area for disposal.
- F. Asbestos Debris: Pieces of ACM that can be identified by color, texture, or composition; or dust, if the dust is determined by an accredited inspector to be ACM.
- G. Authorized Visitor: The Owner, the Owner's 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.
- H. Barrier: Any surface that seals off the Work Area to inhibit the movement of fibers.
- I. Breathing Zone: A hemisphere forward of the shoulders of a person with a radius of approximately three feet space.
- J. Ceiling Concentration: The concentration of an airborne substance that shall not be exceeded.
- K. Certified Industrial Hygienist (CIH): An industrial hygienist certified in Comprehensive Practice by the American Board of Industrial Hygiene.

- L. Critical barrier: An asbestos-impermeable partition erected so as to constitute a work area enclosure; the outer perimeter of an asbestos work area, erected to complete a containment.
- M. Disposal Bag: 6-mil thick minimum, leak-tight plastic bag used for asbestos packaging.
- N. Encapsulant: A material that surrounds or embeds asbestos fibers in an adhesive matrix to prevent release of fibers.
 - 1. Bridging encapsulant: An encapsulant that forms a discrete layer on the surface of an in situ asbestos matrix.
 - 2. Penetrating encapsulant: An encapsulant that is absorbed by the in situ asbestos matrix without leaving a discrete surface layer.
 - 3. Removal encapsulant: A penetrating encapsulant specifically designed for removal of asbestos-containing materials rather than for in situ encapsulation.
- O. Encapsulation: Treatment of asbestos-containing materials with an encapsulant.
- P. Filter: A media component used in respirators to remove solid or liquid particles from the worker's breathing air.
- Q. Friable Asbestos Material: Material that contains more than one percent asbestos and that can be crumbled, pulverized, or reduced to powder by hand pressure when dry.
- R. Glovebag: A single use control device that is disposed of upon completion of use. Glove bags are (approximately 40 - inch wide by 64 - inch - long bags) fitted with arm inserts through which the work can be performed. When properly installed they isolate workers from the asbestos materials being removed.
- S. HEPA Filter: A High Efficiency Particulate Air (HEPA) filter capable of trapping and retaining 99.97% of asbestos fibers greater than 0.3 microns in length.
- T. HEPA Filter Vacuum Collection Equipment (or HEPA vacuum cleaner): High efficiency particulate air filtered vacuum collection equipment with a filter system capable of collecting and retaining asbestos fibers. Filters shall be of 99.97% efficiency at retaining fibers of 0.3 microns or larger.

- U. Negative Pressure Respirator: A respirator in which the air pressure inside the respiratory inlet covering is positive during exhalation in relation to the air pressure of the outside atmosphere and negative during inhalation in relation to the air pressure of the outside atmosphere.
- V. Powered Air Purifying Respirator (PAPR): Either a full face-piece, helmet, or hooded respirator that has the breathing air supplied to the wearer, after it has been purified through a filter, via a battery driven fan.
- W. Personal Monitoring: Sampling of the asbestos fiber concentrations within the breathing zone of a worker.
- X. Pressure Differential and Ventilation System: A local exhaust system, utilizing HEPA filtration capable of maintaining a pressure differential with the inside of the Work Area at a lower pressure than any adjacent area, and which cleans recirculated air or generates a constant air flow from adjacent areas into the Work Area.
- Y. 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.
- Z. Renovation: Altering in any way one or more facility components. Operations in which load-supporting structural members are wrecked or taken out are excluded.
- AA. Repair: Returning damaged ACM to an undamaged condition or to an intact state so as to prevent fiber release.
- BB. Respirator: A device designed to protect the wearer from the inhalation of harmful atmospheres.
- CC. Surfactant: A chemical wetting agent added to water to improve penetration, thus reducing the quantity of water required for a given operation.
- DD. Time Weighted Average (TWA): The average concentration of a contaminant in air during a specific time period.
- EE. Visible Emissions: Any emissions containing asbestos that are visually detectable without the aid of instruments.
- FF. Wet Cleaning: The process of reducing 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 after use are thoroughly decontaminated or disposed of as asbestos-contaminated waste.

- GG. Wetting Agent: A substance added to water to improve penetration.
- HH. Work Area: The area where asbestos related Work or removal operations are performed which is defined and/or isolated to prevent the spread of asbestos dust, fibers or debris, and entry by unauthorized personnel. The work area is a Regulated Area as defined by 29 CFR 1926.1101.
- II. Specialty Items: Those items not found in any line item on the bid list. The specialty items must not be greater than 30% of the total project cost.
- JJ. User: Requestor of work. Individual and/or individuals that request the work order.
- KK. Negative Exposure Assessment (NEA): For any specific asbestos job that trained employees perform, employers may show that exposures will be below the PELs (i.e., negative exposure assessment) through the following:
- Objective data demonstrating that ACM, or activities involving it, cannot release airborne fibers in excess of the 8-hour TWA PEL or STEL;
 - Exposure data obtained within the past 12 months from prior monitoring of work operations closely resembling the employer's current work operations (the work operations that were previously monitored must have been conducted by employees whose training and experience were no more extensive than that of current employees, and the data must show a high degree of certainty that employee exposures will not exceed the 8-hour TWA PEL or STEL under current conditions); or
 - Current initial exposure monitoring that used breathing zone air samples representing the 8-hour TWA and 30-minute short-term exposures for each employee in those operations most likely to result in exposures over the 8-hour TWA PEL for the entire asbestos job.

END OF SECTION

SECTION 01 57 19 - RESPIRATORY PROTECTION

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. Instruct and train each worker involved in asbestos abatement or maintenance and repair of asbestos-containing materials in proper respiratory use and require that each worker always wear a respirator, properly fitted on the face, in the Work Area from the start of any operation which may cause airborne asbestos fibers until the Work Area is completely decontaminated. Use respiratory protection appropriate for the fiber concentration encountered in the Work Area or as required for other toxic or oxygen-deficient situations encountered.

1.2 STANDARDS

- A. Except to the extent that more stringent requirements are written directly into the Contract Documents, the following regulations and standards have the same force and effect (and are made a part of the Contract Documents by reference) as if copied directly into the Contract Documents, or as if published copies were bound herewith. Where there is a conflict in requirements set forth in these regulations and standards, meet the more stringent requirement.
- B. OSHA - U.S. Department of Labor Occupational Safety and Health Administration, Safety and Health Standards 29 CFR 1910.134, and, 29 CFR 1926.1101.
- C. CGA - Compressed Gas Association, Inc., New York Pamphlet G-7, "Compressed Air for Human Respiration", and Specification G-7.1 "Commodity Specification for Air".
- D. ANSI - American National Standard Practices for Respiratory Protection, ANSI Z88.2-1980.
- E. NIOSH - National Institute for Occupational Safety and Health.

1.3 SUBMITTAL

- A. Before Start of Work: Submit the following to the Asbestos Consultant for review. Do not begin Work until these submittals are returned with the Asbestos Consultant's action stamp indicating that the submittal is returned for unrestricted use.

- B. Product Data: Submit manufacturer's product information for each component used, including the NIOSH approval label for each component in an assembly and/or for entire assembly.
- C. System Diagram: When a Type C supplied air respiratory system is required by the Work, submit a drawing showing assembly of components into a complete supplied air respiratory system. Include a diagram showing the location of the compressor, filter banks, backup air supply tanks, hose line connections in the Work Area(s), and the routing of air lines to the Work Area(s) from the compressor.
- D. Operating Instruction: Submit complete operating and maintenance instructions for all components and systems as a whole including the Carbon Monoxide (CO) monitor operation and calibration procedures.
- E. Respiratory Protection Program: Submit Contractor's written respiratory protection program manual as required by OSHA 29 CFR 1910.134.
- F. Respirator Fitting Documentation: Submit documentation indicating successful fit check testing of respirator for the individuals working on this project in accordance with 29 CFR 1910.134 and 29 CFR 1926.1101.

1.4 AIR QUALITY FOR SUPPLIED AIR RESPIRATORY SYSTEMS

- A. Provide air used for breathing in Type C supplied air respiratory systems that meet or exceeds standards set for CGA type 1 (Gaseous Air) Grade D:

1.5 ALLOWABLE CONTAMINANTS

- A. The following table sets forth the quantity of any given contaminant allowed according to the referenced standard:

CONTAMINANT	Grade D
Carbon Monoxide, PPM/v	10
Carbon Dioxide, PPM/v	1000
Condensed Hydrocarbons, 5 mg./cu. meter	
Objectionable Odors	None

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1.6 DELIVERY

- A. Deliver replacement parts, etc., not otherwise labeled by NIOSH to job site in manufacturer's containers.

PART 2 - EQUIPMENT

2.1 AIR PURIFYING RESPIRATORS

- A. Respirator Bodies: Provide half-face or full-face type respirators. Full-face respirators shall be equipped with a nose cup or other anti-fogging device.
- B. Filter Cartridges: Provide, at a minimum, HEPA type filters labeled with NIOSH approval for "Radionuclides, Radon Daughters, Dust, Fumes, Mists including Asbestos-Containing Dusts and Mists" and color coded in accordance with ANSI Z88.2. In addition, a chemical cartridge section may be added, if required, for solvents, etc., in use. In this case, provide cartridges that have each section of the combination canister labeled with the appropriate color code and NIOSH approval.
- C. Non-permitted respirators: Do not use single use, disposable or quarter-face respirators.

2.2 SUPPLIED-AIR RESPIRATOR SYSTEMS

- A. Provide equipment capable of producing air of the quality and volume required by the above reference standards as applied to the job site conditions and crew size. Comply with provisions of this specification if more stringent than the governing standard.
- B. Facepiece and Hose: Provide respirator facepiece and air delivery hose provided by the same manufacturer that has been approved by NIOSH as an approved Type C respirator assembly operating in Pressure Demand mode with a positive-pressure facepiece.
- C. Auxiliary backup system: In atmospheres which contain sufficient oxygen (greater than or equal to 19.5% oxygen) provide a Pressure Demand full facepiece supplied-air respirator equipped with an emergency back up HEPA filter.
- D. Escape air supply: In atmospheres which are oxygen deficient (less than 19.5% oxygen) provide a Pressure Demand full facepiece supplied-air respirator

incorporating an auxiliary self-contained breathing apparatus (SCBA) which automatically maintains an uninterrupted air supply in Pressure-Demand mode with a positive-pressure facepiece.

- E. Backup air supply: Provide a reservoir of compressed Grade D Breathing Air located outside the Work Area which will automatically supply a continuous, uninterruptable source of air to each connected facepiece and hose assembly in the event of compressor shut-down, contamination of air delivered by compressor, power loss or other failure. Provide sufficient capacity in the back-up air supply to allow a minimum escape time of one-half hour times the number of connections available to the Work Area. Air requirement at each connection is the air requirement of the respirators in use plus the air requirement of an average sized adult male engaged in moderately strenuous activity.
- F. Warning Device: Provide a warning device. Locate so that the alarm is clearly audible above the noise level produced by equipment and Work procedures in use in all parts of the Work Area and at the compressor. Connect alarm to warn of:
 - 1. Compressor shut down or other fault requiring use of backup air supply,
 - 2. Carbon Monoxide (CO) concentrations in excess of 5 PPM/v.
- G. Carbon Monoxide (CO) Monitor: Place the CO monitor in the air line between the compressor and back-up air supply and between the backup air supply and workers. Connect the monitors so that they also sound an alarm as specified under "Warning Devices".
- H. Compressor Shut Down: Interconnect monitors, alarms and compressor so that compressor is automatically shut down and the alarms sounded if any of the following occur:
 - 1. Carbon Monoxide (CO) concentrations exceed 5 PPM/v in the air line between the filter bank and backup air supply,
 - 2. Compressor temperature exceeds normal operating range.
- I. Compressor Location: Locate the compressor in a location that will not impede access to the building and that will not cause a nuisance by virtue of noise or fumes to occupied portions of the building.
- J. Air Intake: Locate air intake remotely from any source of vehicle exhaust or any exhaust from motors or buildings.

- K. After Cooler: Provide an after-cooler at the entry to filter system which is capable of reducing temperatures to outside ambient air temperatures.

PART 3 - EXECUTION

3.1 GENERAL

- A. Respiratory Protection Program: Comply with OSHA 29 CFR 1910.134 and 29 CFR 1926.1101.
- B. Require that Respiratory Protection: Respirators equipped with suitable filters must be used at any time there is the potential for airborne hazards or contamination. Respirators must be used whenever the potential exists for the disturbance of asbestos containing materials whether intended or accidental.
- C. Require that a respirator be worn by anyone in the Work Area at all times, regardless of activity, during a period that starts with any operation which could disturb asbestos-containing material the area has been cleared for reoccupancy in accordance with Section 01 74 23.
- D. Regardless of airborne fiber concentrations: but within the limits of respiratory protection requirements found elsewhere in these specifications. The minimum level of respiratory protection to be supplied and used will be half mask air purifying respirators equipped with high efficiency particulate air (HEPA) filters.

3.2 FIT TESTING

- A. Initial Fitting: Provide initial fitting of respiratory protection during a respiratory protection training course set up and administered by a qualified person. Fit check negative-pressure respirators in accordance with 29 CFR 1926.1101. Fit types of respirator to be actually worn by each individual. Allow an individual to use only those respirators for which he has been trained and successfully fitted as indicated in the submitted respirator fitting documentation.
- B. Additional Fit Testing: Meeting the requirements of established fit test protocol's contractors will be required to re-examine the fit of each employee's respirator at least once during the course of the project. The results of these tests will be entered into the hard bound project log book accompanied by the signature of each tested employee.

- C. Upon Each Wearing: Require that each time an air-purifying respirator is put on, it be checked for fit with a positive and negative pressure fit check in accordance with the manufacturer's instructions and OSHA 29 CFR 1926.1101.
- D. Facial Hair: Qualitative fit testing respirators will not be acceptable for any individual that has facial hair or apparel that interferes with the seal of the respirator to the face. The Consultant reserves the right to restrict the entry of any individual into the regulated area if there is any hair growth between the skin and the facepiece sealing surface (unshaven workers).

3.3 TYPE OF RESPIRATORY PROTECTION REQUIRED

- A. Fibers: For purposes of this Section fibers are defined as all fibers regardless of composition as counted using the OSHA Reference Method (ORM) or NIOSH 7400 procedures, or asbestos fibers of any size as counted using a transmission electron microscope.
- B. Provide Respiratory Protection as allowed by these specifications. The level of respiratory protection which supplies an airborne fiber concentration **inside the respirator** below 0.01 fibers per cubic centimeters (f/cc) is the minimum level of protection allowed. Determine the proper level of protection by dividing the expected or actual airborne fiber concentration in the Work Area by the "Protection Factors" given below:

3.4 RESPIRATORY PROTECTION FACTOR

Respirator Type	Protection Factor	
Air purifying: Negative-pressure respirator, High efficiency filter, Half-facepiece	10	
Air purifying: Negative-pressure respirator, High efficiency filter, Full-Facepiece	50	For full face negative pressure respirators a quantitative fit test is required where protection protection factors of 50 are required. If qualitative fit testing is the method of testing protection factors of 10 will be allowed.

Powered air purifying respirator (PAPR)- Positive pressure respirator High efficiency filter Hood or Helmet.	25/1,000
Powered air purifying (PAPR): Positive-pressure respirator, High efficiency filter, Half- or full-facepiece	50 – Half-facepiece 1,000 – Full facepiece
Type C supplied air: Positive-pressure respirator, pressure-demand, Full-facepiece	1000
Type C supplied air: Positive-pressure respirator, pressure-demand, Full-facepiece, Equipped with an auxiliary positive-pressure Self-contained breathing apparatus (SCBA)	over 1000

3.5 AIR PURIFYING RESPIRATORS

- A. Negative pressure - half or full face mask: Supply a sufficient quantity of respirator filters approved for asbestos, so that workers can change filters during the work day.
- B. Powered air purifying (PAPR) - half- or full-facepiece mask: Supply a sufficient quantity of high efficiency (HEPA) respirator filters approved for asbestos so that workers can change filters at any time that flow through the facepiece decreases to the level at which the manufacturer recommends filter replacement. Provide an appropriate flow verification device in the clean room of the Decontamination unit at all times. Require that the HEPA elements in filter cartridges be protected from wetting during showering. Require entire exterior housing of respirator including blower unit, filter cartridges, hoses, battery pack, face mask, belt, and cords to be decontaminated each time a worker leaves the Work Area.

3.6 TYPE C RESPIRATOR SYSTEM

- A. Air Systems Monitor: Continuously monitor the air system operation including the compressor operation, filter system operation, backup air capacity and all warning and monitoring devices at all times that system is in operation. Assign an individual trained in the use of the supplied air system, to monitor the system at all times it is in use. Assign no other duties to this individual which will take him away from monitoring the system.

END OF SECTION

SECTION 01 74 23.1 - WORK AREA CLEARANCE - ASBESTOS ABATEMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Visual Observations: Required as a prerequisite of air testing, is set forth in Section 02 82 00 - "Asbestos Abatement".
- B. Air Monitoring: Performed by the Asbestos Consultant during abatement work, is described in Section 01 40 00 - "Testing Laboratory Services".

1.2 SUMMARY

- A. Not in Unit Price: This section describes Work being performed by the Owner. Except for circumstances outlined in Section 01 40 00, this Work is not in the Unit Price.
- B. This section sets forth-required post-abatement airborne asbestos concentrations in the Work Area and describes testing procedures the Owner will use to measure these concentrations.

1.3 CONTRACTOR RELEASE CRITERIA

- A. The Work is Complete when the Work Area is visually clean and airborne fiber concentrations have been reduced to the level specified.

1.4 VISUAL OBSERVATIONS

- A. Work of this Section will not begin until the Visual Observations described in Section 02 82 00 - "Asbestos Abatement" are complete and have been authorized by the Asbestos Consultant.

1.5 AIR MONITORING

- A. To determine if the elevated airborne fiber concentrations encountered during abatement operations have been reduced to the specified level, the Owner's Representative will collect air samples and have them analyzed according to the procedures specified below.
- B. Fibers Counted: "Fibers" referred to in this section shall be either all fibers regardless of composition as counted using the NIOSH 7400 method, or asbestos

structures of any size as counted using the AHERA analytical protocol for TEM analyses.

1.6 AGGRESSIVE SAMPLING

- A. Aggressive sampling will be used when directed by the Consultant or required by law. The following aggressive sampling techniques will be used:
1. Before the sampling pumps are started the exhaust from forced air equipment (electric leaf blower) will be directed against all walls, ceilings, floors, ledger and other surfaces in the room. This procedure will be continued for five minutes per 10,000 cubic feet of room volume.
 2. The Contractor shall provide one 20-inch diameter fan per 10,000 cubic feet of room volume, mounted in a central location in the Work Area at approximately two meters above floor, directly toward ceiling and operated at low speed for the entire period of sample collection.
 3. Air samples will be collected in areas subject to normal circulation away from room corners, obstructed locations, and sites near windows, doors and vents.

1.7 PRELIMINARY FINAL CLEARANCE

- A. In all work areas unless specifically excluded in other sections, preliminary final clearance air testing will be performed. All samples will be analyzed using PCM. The specified preliminary final clearance level will be <0.01 f/cc.

1.8 SCHEDULE OF AIR SAMPLES

- A. Final Clearance: The number of air samples taken and analytical methods used will be accordance with the following schedule.

Size of Project	Number of Samples		Clearance
	PCM	TEM	
Final Clearance for small projects will be at the discretion of EH&S			
≥ 12 sf/lf	3-5	None	<0.01f/cc
<160 sf or < 260 lf	≥5	None	<0.01f/cc
>160 sf or >260 lf	AHERA Requirements		<0.01s/cc
sf: square feet		f/cc: fibers per cubic centimeter	
lf: linear feet		s/cc: asbestos structures per cubic centimeter	

1.9 PHASE CONTRAST MICROSCOPY (PCM)

- A. In each Work Area after completion of all cleaning, samples will be taken and analyzed as follows:
 - 1. Collection: Cellulose ester filters will be used. Filter media will have a 0.8 micron pore size. Flow rate will be 2-10 liters per minute (lpm). Minimum sample volumes will be 1200 liters. Detection limit will be less than 0.01 fibers per cubic centimeter (f/cc).
 - 2. Analysis: Fiber concentration on all filters will be measured using the NIOSH 7400 method.
- B. Release Criteria: Decontamination of the Work Area is complete when every Work Area sample is below 0.01 fibers per cubic centimeter (f/cc). If any sample is above this level then the decontamination is incomplete and re-cleaning shall be at the Contractor's expense. Final air sample results will be available 24 hours after completion of the sampling.

1.10 TRANSMISSION ELECTRON MICROSCOPY (TEM)

- A. In each Work Area after completion of all cleaning, samples will be taken and analyzed as follows:
 - 1. Collection: Cellulose ester filters will be used. Filter media will have a .45 micron pore size with a diffuser pad. Flow rate will be approximately 10 liters per minute (lpm). Minimum sample volume will be 1200 liters (when using a 25 mm cassette). Detection limit will be no greater than 0.01 structures per cubic centimeter (s/cc).
 - 2. Analysis: Asbestos fibers on each filter will be measured using the AHERA analytical protocol for TEM analysis.
- B. Release Criteria: Decontamination of the Work Area is complete when every Work Area sample is below 0.01 structures/cc. Samples will be analyzed using the AHERA protocol. If the samples do not meet this level then the decontamination is incomplete and re-cleaning is required. Costs of re-cleaning and re-sampling shall be at the Contractor's expense. Final air sample results will be available 48 hours after completion of the sampling.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

- A. The Contractor shall notify the EH&S at least 48 hours in advance of the collection of the Work Area Clearance Samples.
- B. The Contractor shall notify EH&S of the test results prior to dismantling critical barriers and releasing the work area for re-occupancy.
- C. Re-clean all areas which do not meet specified clearance levels.
- D. Pay for all additional cleaning and air testing required by Contractor's failing tests.

END OF SECTION

SECTION 02 82 00 - ASBESTOS REMOVAL

PART 1 - GENERAL

1.1 SUMMARY

- A. This section specifies the requirements for asbestos abatement. It includes; preparation of the work areas including construction of decontamination units, asbestos removal, cleanup and decontamination, final clearance and disposal of asbestos-containing materials.

1.2 QUALITY CRITERIA

- A. Maintain on site a full-time superintendent who is experienced in administration and supervision of asbestos abatement projects. This person is the Competent Person as required by OSHA regulations. Submit superintendent qualifications to Consultant for review and approval. A project superintendent cannot be changed without prior approval of the Consultant.
- B. Provide one experienced job foreman to remain inside each work area at all times asbestos removal workers are working in the area.
- C. Only trained and experienced asbestos removal workers will be permitted to perform the work.
- D. Maintain a minimum of one complete copy of master specifications and work plan on site at all times.

1.3 WORKSITE CONDITIONS

- A. Worker and Visitor Procedures: The Contractor is hereby advised that asbestos has been determined by the U.S. Government to be a CANCER - CAUSING AGENT and Contractor shall provide workers and visitors with protective clothing which as a minimum shall meet the requirements of OSHA 29 CFR 1926.1101.
- B. Visitors entering the regulated area shall comply with all the protective equipment, respirator, and decontamination requirements of this specification. The contractor will be required to supply the proper respiratory protection equipment. Respirators used by visitors must be of a type suitable for the conditions present in the regulated area.

Visitors who enter the regulated area will be required to submit to the Consultant a current fit test certificate, a respirator-training certificate, and a physician's evaluation for respirator use.

- C. Federal and State inspectors are exempt from meeting visitor requirements, but are required to sign-in-sign-out in the hardbound project logbook.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Plastic Sheetting: Utilize fire retardant true thickness materials in all applications. Size materials to minimize the frequency of joints. Utilize reinforced plastic sheetting where specified.
- B. Tape: Provide duct tape capable of sealing joints of adjacent sheets of plastic and for attachment of plastic sheet to finished or unfinished surfaces of dissimilar materials under both dry and wet conditions.
- C. Spray Adhesive: Provide spray adhesive capable of sealing plastic to plastic or plastic sheet to finished or unfinished surfaces of dissimilar materials under both dry and wet conditions.
- D. 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 material disturbance. Follow manufacturer recommendations for surfactant/water concentration.
- E. Other Materials: Provide other materials, such as lumber, plywood, drywall, studs, nails and hardware as necessary or specified to construct decontamination areas or enclosure systems.
- F. Disposal Bags: Provide 6 mil thick leak tight clear polyethylene bags labeled in accordance with OSHA 29 CFR 1926.1101.
- G. Caulking: Caulking to be used around seams or other openings must be 100% silicone rubber; non-shrinking; flexible; and fast curing.

2.2 EQUIPMENT

- A. Airless Sprayer: Provide motor driven airless sprayer capable of applying both amended water and sealant. Size nozzle to provide a mist application of solution without excessively disturbing existing materials.
- B. Negative Air Machines: Provide negative air pressure HEPA filtration units which comply with ANSI Z 9.2-2012 or most recent version.
- C. Water Filters: Unless all waste water is to be disposed of as asbestos-containing, provide filter units on all drain lines & any other water source carrying water from the work area. Provide progressive filter system with the final filter passing particles one-micron or less.
- D. Manometer: Provide continuous strip chart manometer to continuously monitor air pressure differential in all work areas.
- E. Garden Sprayer: Provide a hand pump type pressure - can garden sprayer equipped with a wand at the end of a hose that can deliver a stream or spray of liquid.
- F. HEPA Filtered Vacuum cleaners: Provide vacuums equipped with high efficiency particulate air filters manufactured, tested and approved for use specifically on asbestos contaminated environments.
- G. Scaffolding: Provide scaffolds as required to accomplish the specified work and which meets all applicable safety regulations. All scaffold erection must be signed off by a competent person.
- H. Communication Equipment: Suitable for intercom communications inside of the work areas.
- I. Mastic Remover: Organic based solvent manufactured, tested and approved for use in removing asbestos containing glues or mastics. Submit SDS to UF-EH&S and Consultant prior to use.

PART 3 - EXECUTION

3.1 CONVENTIONAL REMOVAL

A. Preparation

1. Isolate from work area all air handling systems.
2. Shut down and lock out all air handling systems supplying air to, from or through work area.
3. Decontaminate all moveable items, using HEPA vacuums and wet methods, and remove from work area.
4. Seal with fire retardant plastic sheeting and tape all penetrations to work area, including, but not limited to, corridors, doorways, windows, ducts, grills, diffusers, etc.
5. Seal wall mounted electrical panels with a minimum of two layers of six-mil fire retardant plastic sheeting prior to placing wall plastic.
6. Pre-clean entire work area including all immovable objects using HEPA vacuums and wet methods. Seal all immovable objects with a minimum of two layers of six-mil fire retardant plastic sheeting. When covering and sealing machinery or other immovable items that may be damaged by being covered with plastic sheeting, humidity, or other adverse conditions, the contractor must take whatever action is necessary to preserve their original condition.
7. Construct critical barriers to demarcate the regulated area. Critical barriers must be constructed in manner that will permit them to retain their integrity throughout the project, and to prevent the migration of asbestos dust from the regulated area.
8. Warning signs must be displayed at all entrances and approaches to the regulated area. Warning signs must comply with the requirements of OSHA 29 CFR 1926.1101 (k)(7)(i)-(iii). The contractor is responsible for ensuring that all building occupants and non-English speaking employees are able to comprehend the warning signs. When necessary the contractor will display signs in foreign languages, pictographs, and graphics. Signs such as these will be in addition to warning signs in English.

9. Construct worker and equipment/disposal decontamination units in accordance with EPA and OSHA guidelines and regulations. Separate decontamination areas are required for personnel and equipment. Provide both hot and cold water for personnel shower. Trap and filter all wastewater using a progressive stage filter system.
10. Cover floor in work areas with two layers of six-mil fire retardant plastic sheeting, turning up the walls a minimum of 16 inches. Cover walls with two layers of six-mil fire retardant plastic sheeting overlapping floor plastic a minimum of 12 inches. Maintain a minimum of three feet overlap between seams. Glue and tape all seams to prohibit air movement between joints. Repair all damaged barriers immediately upon discovering.
11. Place work area under negative air pressure utilizing HEPA filtration systems. Maintain negative air pressure in the regulated area continuously from the start of asbestos removal until successful completion of final clearance air testing. Maintain a negative pressure of at least 0.02 inches of water column, and four complete air changes in the regulated area per hour based on the total volume of the area. When determining the number of negative air units, assume that the actual efficiency of the machine is 80% of the rated capacity. The exhaust of all negative air machines must be discharged to the outside of the building.
12. In addition to the above requirements, one spare HEPA filtration air movement machine will be kept at each project location: One inside the regulated area for use in the event of equipment failure, filter changes, and other maintenance.
13. Provide temporary power, lighting, and heating/cooling (when necessary) to work area. Install ground fault interrupters on all temporary circuits.
14. Prior to the start of any asbestos abatement activity a contractor's project logbook will be established. This logbook will serve as a vehicle for maintaining all the records associated with the project. The logbook will be used to record accidents, unusual events or occurrences (such as failure of the negative air system or containment barriers) personnel and area air sampling results, notes concerning any deviation from standard work practices, daily sign-in/sign-out of employees and authorized visitors, and a day-by-day account of the work progress. Record the name, employer, date, time-in time-out, and the purpose of entry into the regulated area. The logbook will also record emergency telephone numbers inside the front cover. The logbook will be hard bound and shall be signed each day by the Consultant and the project supervisor.

15. Notify Consultant for observation and approval of work area prior to beginning removal.

B. Asbestos Removal

1. Remove and dispose of all asbestos-containing materials (ACM) in accordance with OSHA regulations.
2. Spray ACM until saturated with amended water using an airless sprayer. Apply water throughout removal process to maintain wet condition.
3. Do not permit ACM to fall more than 12 feet. Utilize inclined chutes or scaffolds for greater heights.
4. When abatement work is performed 50 feet or above floor level, asbestos materials must be transported to the ground via dust chutes or containers.
5. Continuously bag all ACM debris. Do not allow ACM to accumulate on floor or to dry out. All asbestos materials must be adequately wet before being placed into bags.

C. Clean-up and Clearance Testing

1. Wet clean and HEPA vacuum all surfaces until work area is free of all visible debris.
2. Clean and remove from work area all equipment (if not required for further use), materials, impermeable containers, etc.
3. Notify Consultant for first visual observation and approval to determine completeness.
4. Perform no activity in work area for a minimum of eight hours.
5. Perform second phase cleaning of all surfaces in work area utilizing wet cleaning and HEPA vacuums.
6. Notify Consultant for second visual observation and approval to determine completeness.
7. As determined necessary by the consultant, perform no activity in work area for a minimum of six to eight hours.

8. Perform third phase cleaning of all surfaces in work area utilizing wet cleaning and HEPA vacuum.
9. Notify EH&S and Consultant for third visual observation and approval to determine for completeness.
10. Notify Testing Laboratory to perform Preliminary Final Air Testing.
11. After successful completion of preliminary final air testing, spray all surfaces in work area with sealant. Perform no activity in work area until sealant dries.
12. Remove plastic sheeting from walls and floor. Do not remove plastic from doors, windows, vents, penetrations, etc.
13. Notify EH&S, Consultant and Testing Laboratory to perform Final Clearance Observation and Air Testing.
14. Re-clean at Contractor's expense work areas that do not comply with standard of cleaning for final clearance.
15. Re-clean at Contractor's expense, work areas which do not meet specified final clearance air level.
16. Notify EH&S of clearance air sample results.
17. Upon successful final air clearance, as determined by the Consultant, dismantle and remove remaining plastic sheeting, decontamination chamber, and any other materials not previously removed. Thoroughly wet clean work area.
18. Remove all traces of tape adhesive, and staples. Repair or make good any damaged caused through abatement operations.
19. Notify Consultant for work area observation and approval to determine completeness.

3.2 FLOOR TILE REMOVAL

A. Preparation

1. Isolate from work area all air handling systems.
2. Shut down and lock out all air handling systems supplying air to, from or through work area.
3. Decontaminate all moveable items, using HEPA vacuums and wet methods, and remove from work area.
4. Seal with fire retardant plastic sheeting, adhesive and tape all penetrations to work area, including, but not limited to, corridors, doorways, windows, ducts, grills, diffusers, etc.
5. Seal wall mounted electrical panels with a minimum of two layers of fire retardant plastic sheeting prior to placing wall plastic.
6. Pre-clean entire work area including all immovable objects using HEPA vacuums and wet methods. Seal all immovable objects with a minimum of two layers of fire retardant plastic sheeting.
7. When covering and sealing machinery or other immovable items that may be damaged by being covered with fire retardant plastic sheeting, humidity, or other adverse conditions, the contractor must take whatever action is necessary to preserve their original condition.
8. Construct worker and equipment/disposal decontamination units in accordance with EPA and OSHA guidelines and regulations. Separate decontamination areas are required for personnel and equipment. Provide both hot and cold water for personnel shower. Trap and filter all wastewater using a progressive stage filter system.
9. Cover walls in work areas with one layer of six-mil fire retardant plastic sheeting. Glue and tape all seams.
10. Place work area under negative air pressure utilizing HEPA filtration systems. Maintain negative air pressure in the regulation area continuously from the start of asbestos removal until successful completion of final clearance air testing. Maintain a negative pressure of at least 0.02 inches of water column, and four complete air changes in the regulated area per

hour based on the total volume of the area. When determining the number of negative air units, assume that the actual efficiency of the machine is 80% of the rated capacity. The exhaust of all negative air machines must be discharged to the outside of the building.

11. Provide temporary power and lighting to work area. Install ground fault interrupters on all temporary circuits.
12. Maintain a hard bound project log book at the entrance to the regulated area. Record the name, social security number, employer, date, time-in/time-out, and the purpose of entry into the regulated area. Emergency telephone numbers must be recorded inside the front cover.
13. Notify Consultant for observation of work area prior to beginning removal.

B. Asbestos Removal

1. Remove and dispose of all asbestos-containing materials (ACM) in accordance with OSHA regulations.
2. Spray ACM with amended water using an airless sprayer. Apply water throughout removal process to maintain wet condition.
3. Remove tiles in as whole sections as possible. If floor tile removal within defined work space does not extend to a seam between tiles, the contractor shall remove the tile to the seam immediately outside the defined area unless directed otherwise by the Owner or Asbestos Consultant.
4. On completion of the tile removal the substrate must be cleaned of any mastic or adhesive used to bind the tile to its surface. If adhesive removers are used, workers must be equipped with suitable respiratory protection to avoid the inhalation of vapors from these solutions. Adhesive removers having a flash point of less than 60°C (140°F) will not be permitted. Waste material generated from the use of adhesive removers will be considered a hazardous waste unless proved otherwise by a Toxicity Characteristic Leaching Procedure (TCLP). Hazardous wastes must be disposed of in compliance with the Resource Conservation and Recovery Act (RCRA).
5. Continuously bag all ACM debris. Do not allow ACM to accumulate on floor.

C. Cleanup and Clearance Testing

1. Wet clean and HEPA vacuum all surfaces until work area is free of all visible debris.
2. Clean and remove from work area all equipment (if not required for further use), materials, impermeable containers, etc.
3. Notify Consultant for visual observation and approval to determine completeness.
4. Notify Testing Laboratory to perform Preliminary Final Air Testing.
5. After successful completion of preliminary final air testing, spray all surfaces in work area with sealant. Perform no activity in work area until sealant dries.
6. Remove plastic sheeting from walls. Do not remove plastic from doors, windows, vents, penetrations, etc.
7. Notify EH&S and Consultant for visual observation and approval to determine for completeness.
8. Notify EH&S, Consultant and Testing Laboratory to perform Final Clearance Air Testing.
9. Re-clean at Contractor's expense, work areas which do not meet specified final clearance air level.
10. Notify EH&S of clearance air sample results.
11. Upon successful final air clearance, as determined by the Consultant, dismantle and remove remaining plastic sheeting, decontamination chamber, and any other materials not previously removed. Thoroughly wet clean work area.
12. Remove all traces of tape adhesive, and staples. Repair or make good any damaged caused through abatement operations.
13. Notify Consultant for work area observation and approval to determine completeness.

D. Alternative Floor Tile Removal Method

1. Follow the January 2018 or most recent version of the Resilient Flooring Covering Institute (RFCI) recommended work practices for the removal of resilient floor coverings. The January 2018 or most recent version of the RFCI Guidelines are issued by:

Resilient Floor Covering Institute
115 Broad Street
LaGrange, GA 30240
(706) 882-3833.

2. University of Florida EH&S reserves the right to conduct air sampling during removal as to insure the safety of the faculty, staff, and students.
3. The Work Area shall be exhausted to the exterior of the facility when solvent removal of the floor tile mastic is conducted.
4. The Work Area must be restricted with the required OSHA Danger sign posted.
5. The use of alternative methods of abatement is at the sole discretion of EH&S on a project by project basis.

3.3 GLOVE BAG REMOVAL

A. Preparation

1. Install critical barriers and demarcate a regulated area. Critical barriers may be established around the abatement area in the form of a mini enclosure.
2. Place asbestos warning signs at all approaches to the regulated area.
3. Shut down and lock out all air handling systems supplying air to, from or through the regulated area.
4. Isolate from the regulated area all air handling equipment.
5. Decontaminate, using HEPA filtered vacuums and wet methods, and remove from the regulated area all moveable items.

6. Pre-clean entire regulated area including all immovable objects using HEPA filtered vacuums and wet methods.
7. Seal with fire retardant plastic sheeting and tape all penetrations to the regulated area, including, but not limited to, corridors, doorways, windows, ducts, grills, diffusers, etc. When covering and sealing machinery or other immovable items that may be damaged by being covered with fire retardant plastic sheeting, humidity, or other adverse conditions, the contractor must take whatever action is necessary to preserve their original condition.
8. Place one layer of six-mil thick fire retardant plastic sheeting on the floor of the work area.
9. Where walls do not exist, construct walls using a minimum of two layers, six-mil fire retardant plastic sheeting. 2' x 4' framework shall support fire retardant plastic sheeting.
10. Install a changing cubical adjacent to the regulated area and a dedicated HEPA filtered vacuum cleaner for worker decontamination.
11. Place work area under negative air pressure utilizing HEPA filtration systems. Maintain negative air pressure in the regulated area continuously from the start of asbestos removal until successful completion of final clearance air testing. Maintain and record on a strip chart recorder a negative pressure of at least 0.02 inches of water column, and four complete air changes in the regulated area per hour based on the total volume of the area. When determining the number of negative air units, assume that the actual efficiency of the machine is 80% of the rated capacity. The exhausts of all negative air machines must be discharged to the outside of the building.
12. Limit access to the regulated area to authorized persons only.
13. Workers entering the regulated area must be provided with and wear protective equipment and negative pressure respirators (as a minimum), before commencing any abatement activities.
14. Maintain a hard bound project log book at the entrance to the regulated area. Record the name, social security number, employer, date, time-

in/time-out, and the purpose of entry into the regulated area. Emergency telephone numbers must be recorded inside the front cover.

15. The above procedures are for small scale short duration activities only. Any other use of glove bags will only be permitted if the regulated area meets all the requirements of convention removal practices outlined elsewhere in this specification. The Consultant reserves the right to amend these procedures to meet specific project requirements or locations.

B. Asbestos Removal

1. Perform glove bag procedure in accordance with manufacturers written instructions.
2. Install glove bag onto piping. Completely seal all penetrations and seams with adhesive and tape.
3. Smoke test each glove bag prior to performing removal. Reseal any leaks indicated by the testing.
4. Utilize one glove bag per removal location. Do not move or slide glove bag once installed.
5. Spray ACM until saturated with amended water using an airless sprayer. Apply water throughout removal process to maintain wet condition.
6. Remove and dispose of all asbestos-containing materials (ACM) in accordance with OSHA regulations.

C. Clean-up and Clearance Testing

1. Wet clean and HEPA vacuum all surfaces until pipe is free of all visible debris.
2. Notify Consultant for visual observation and approval to determine completeness.
3. Spray all surfaces inside glove bag with sealant.
4. Any asbestos-containing insulation edges that have been exposed as a result of the removal or maintenance activity must be encapsulated with a bridging encapsulant and enclosed using a rewettable glass-fiber cloth.

The glove bag operator must ensure that exposed edges are completely sealed so as not to release asbestos fibers to the atmosphere after the glove bag has been removed.

5. Notify EH&S and Consultant for visual observation and approval to determine for completeness.
6. Collapse glove bag using HEPA vacuum. Seal bag with tape and remove from pipe. Place glove bag in a six mil disposable plastic bag.
7. Notify EH&S, Consultant and Testing Laboratory to perform Final Clearance Air Testing.
8. Re-clean at Contractor's expense, work areas which do not meet specified final clearance air level.
9. Notify EH&S of clearance air sample results.
10. Upon successful final air clearance, as determined by the Consultant, dismantle and remove remaining plastic sheeting, and any other materials not previously removed. Thoroughly wet clean work area.
11. Remove all traces of tape adhesive, and staples. Repair or make good any damaged caused through abatement operations.
12. Notify Consultant for work area observation and approval to determine completeness.

3.4 REMOVAL OF ASBESTOS CEMENT PANELS

A. Preparation

1. Establish a regulated area by placing warning notices and barricades a minimum of ten feet around the cement panels to be removed. Place a warning notice at all entrances to the asbestos abatement work area.
2. Clean all movable items within the regulated area by HEPA vacuum and wet cleaning methods, and store them outside the area.
3. Pre-clean area immediately adjacent to asbestos cement panels.
4. Cover the complete floor of the regulated area with one layer of six-mil thick fire retardant plastic sheeting.

5. Protect with fire retardant plastic any areas that may be damaged or affected by the use of amended water.
6. Spray all sides of cement panels with amended water.

B. Asbestos Removal

1. The surface of the cement panel must be kept wet at all times during removal.
2. Remove carefully any mounting brackets or screws. Immediately wet any dry areas that become exposed as brackets or other retaining mounts are removed.
3. Every effort must be made to remove the panels in whole sections.
4. Immediately upon removal the panels must be packaged in plastic bags. Larger items may be wrapped in two layers of six-mil thick plastic sheeting. Bags or plastic sheeting must be sealed so as to provide an air tight seal. All bags or items wrapped in plastic sheeting must be sealed so as to provide an air tight seal. All bags or items wrapped in plastic sheeting must be labeled in accordance with OSHA and EPA requirements.

C. Clean-up and Clearance Testing

1. Wet clean and HEPA vacuum all surfaces within the regulated area.
2. Notify Consultant for visual observation and approval to determine completeness.
3. Spray plastic sheeting and the immediate area from where the cement panel has been removed with a clear sealant.
4. Perform no further work until the sealant has dried.
5. Remove all plastic sheeting.
6. Notify EH&S and Consultant for visual observation and approval to determine completeness.
7. Notify EH&S, Consultant and Testing Laboratory to perform Final Clearance Air Testing.

8. Upon receipt of acceptable air sample results, notify UF-EH&S, and remove warning signs and barricades.
9. Remove all traces of tape adhesive, and staples. Repair or make good any damaged caused through abatement activities.

3.5 ROOFING MATERIAL REMOVAL

A. Preparation

1. Where necessary coordinate removal sequence with General or Roofing Contractor.
2. The complete roof or sections of the roof as decided by the Consultant will be the regulated area. This will be determined by installing a rope barrier at a minimum of 10 feet from the edge of the work area, or around the complete roof. Warning signs will be posted along the perimeter at five foot intervals.
3. Install suitable restraints to protect employees from falling from all unprotected sides and edges of the roof. These restraints should meet the OSHA requirements whenever required.
4. Seal all penetrations or openings to the building faces, 10 feet from the perimeter of the Work Area and on the roof with plastic sheeting and duct tape.
5. Isolate all doorways, windows and vents 10 feet around the perimeter of the Work Area.
6. Pre-clean immovable objects such as exhaust ducts. Completely seal in plastic all immovable items following cleaning or wet-cleaning methods as appropriate. Do not use methods that raise dust such as dry sweeping or vacuuming with equipment not equipped with HEPA filtration.
7. Maintain emergency and fire exits from the Work Areas, or establish alternative exits satisfactory to fire officials.
8. Provide temporary power and lighting as specified in other sections.
9. Construct worker and equipment disposal decontamination units in accordance with OSHA regulations. Separate decontamination areas are

required for personnel and equipment. Provide both hot and cold water for personnel shower. Trap and filter all wastewater using a progressive stage filter system. (See Drawing AB-1 for further details.)

10. Maintain a hard bound sign in/sign out log at work area entrance beginning with preparation of the area.
11. Notify Consultant for observation of Work Area prior to beginning removal.

B. Asbestos Removal

1. Spray ACM with amended water using an airless sprayer. Apply water throughout removal process to maintain wet condition.
2. Cut asbestos-containing roofing materials with hand tools. Do not use power tools unless approved by local Air Pollution Control Authority.
3. Remove all roofing materials.
4. Do not permit asbestos-containing material to fall from roof.
5. Continuously bag all ACM debris. Do not allow ACM to accumulate on the roof or to dry out.
6. Discontinue ACM removal and cleaning operations and immediately secure Work Area, and notify Consultant and Owner should any of the following conditions develop:
 - I. Wind velocities or gusts in Work Area exceed 15 miles per hour.
 - II. Environmental air monitoring samples collected down wind at perimeter of Work Area indicate airborne fiber concentrations of 0.05 f/cc or greater.

C. Clean-up and Clearance Testing

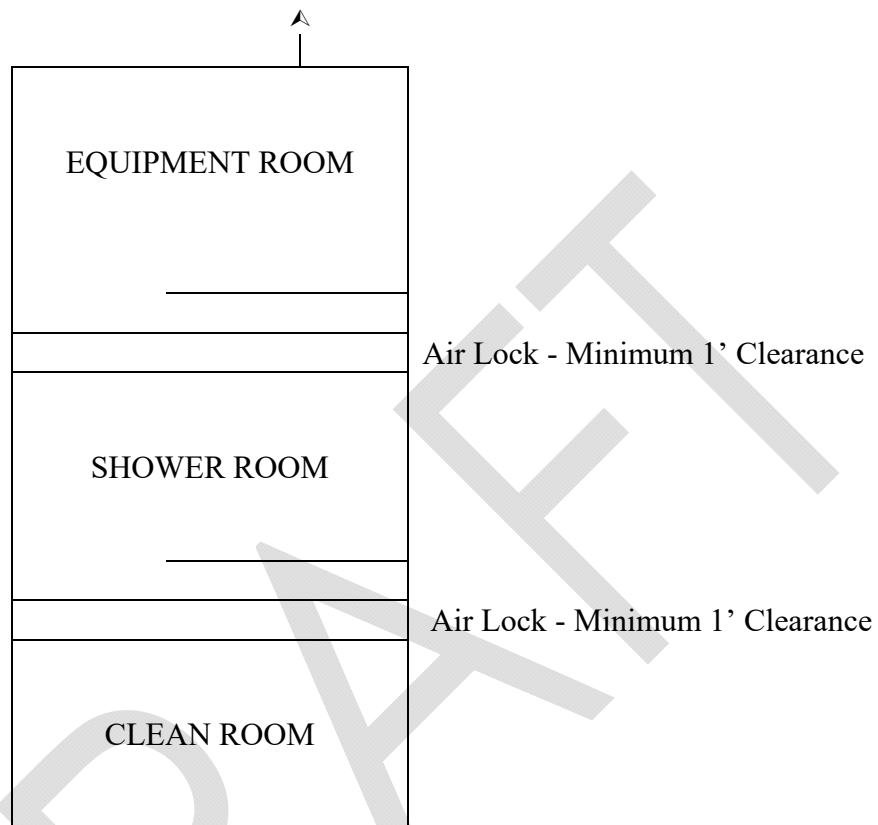
1. Wet clean and HEPA vacuum all surfaces until Work Area is free of all visible debris.
2. Clean and remove from Work Area all equipment (if not required for further use), materials, impermeable containers, etc.

3. Notify EH&S, Consultant and Testing Laboratory to perform Final Visual Observation.
4. Re-clean at Contractor's expense work areas that do not comply with standard of cleaning for final clearance.
5. Re-clean at Contractor's expense work areas that do not meet specified final clearance air level.
6. Upon successful final air clearance, as determined by the Consultant, dismantle and remove remaining plastic sheeting, decontamination chamber, and any other materials not previously removed. Thoroughly wet clean Work Area.
7. Notify Consultant for work area observation to determine completeness.

3.6 DISPOSAL OF CONTAMINATED WASTE

- A. All plastic bags used for disposal of ACM shall be labeled in accordance with OSHA and DOT regulations.
- B. Consider all debris waste, plastic sheeting, disposable clothing, etc. as asbestos containing materials.
- C. Notify Consultant not less than 24 hours prior to the time of removing and delivery of contaminated waste to the landfill.
- D. Seal asbestos waste in impermeable containers labeled in accordance with OSHA regulations. As a minimum, double bag all waste in 6 mil plastic bags.
- E. Vehicles used to transport asbestos-containing waste material are to be marked with the sign prescribed by EPA during loading and unloading. The sign must be posted and visible during loading and unloading activities.
- F. Place two layers of six-mil plastic sheeting on floors and walls of waste disposal vehicle. Use only lockable, fully enclosed vehicles/dumpster to transport materials to landfill. The enclosed vehicle/dumpster must be kept closed at all times, except when bags are being placed in it, and must be locked when unattended.
- G. Transport double bagged contaminated waste from work area to truck/dumpster in hard wall impermeable containers.

- H. Deposit only sealed plastic bags in landfill. Bags that are damaged must be over slipped with a new bag and sealed. Broken or damaged bags must be suitably wetted before being over slipped.
- I. Remove all plastic sheeting from disposal vehicle, place in two six mil plastic bags and dispose as contaminated waste.
 - 1. Comply with applicable OSHA regulations and guidance documents issued by the EPA.
 - 2. Provide a personnel decontamination unit consisting of a serial arrangement of connected rooms or spaces, clean room, shower room, and equipment room.
 - 3. Softwall
 - A) Construct walls and ceiling using fire retardant polyethylene sheeting, at least six-mil in thickness. Attach to existing building components or a temporary framework.
 - 4. Hardwall
 - B) Construct walls and ceiling using fire retardant polyethylene sheeting, at least six-mil in thickness. Attach to existing building components or a temporary framework. Cover surface of decontamination unit with 3/8" CDX plywood.
 - 5. Use two layers (minimum) of six-mil fire retardant polyethylene sheeting to cover floors in the equipment, shower (underneath shower pan), and clean rooms.
 - 6. Provide leak tight shower enclosure with integrated drain pan fabricated from fiberglass or other durable waterproof material, approximately 3' x 3' square with a minimum six-feet high sides and back. Structurally support as necessary for stability. Connect drain to a reservoir, pump water from reservoir through filters to drain.



DRAWING AB-1
END OF SECTION