



# **ASBESBTOS ABATEMENT and RELATED WORK**

**Hopkinton High School**

**Hopkinton, NH**

**June 2013**



## **INVITATION TO BID**

Hopkinton School District invites sealed proposals from contractors for “Asbestos Abatement and Related Work – Hopkinton High School” in accordance with the Contract Documents.

***Bids will be accepted at the offices of SAU # 66 until 2:00 p.m. on May 14<sup>th</sup>, 2013.***

***Bids shall be addressed to:***

Hopkinton School District/SAU #66  
204 Maple Street  
Contoocook, NH 03229

***The site will be available for contractors’ inspection on Tuesday, May 7<sup>th</sup> at 3:00 p.m.  
The Hopkinton High School is located at:***

Hopkinton High School  
297 Park Street  
Contoocook, NH 03229

The Hopkinton School District intends to award a contract to a contractor who is qualified and deemed capable to perform in accordance with specifications and other contract documents. A qualification review will take place subsequent to the bid opening. The qualification review will include, but is not limited to a review of the following items:

- Contractor holds a current NH Contractor license
- Contractor carries required insurance
- Number of years the contractor has been conducting asbestos abatement work.
- Number of NH licensed supervisors currently employed by the contractor.
- Number of NH licensed workers currently employed by the contractor.
- If subcontracted labor is to be utilized for this project, the subcontractor shall fall under the qualification review as the contractor and shall submit the same submittals.
- Owners’ knowledge of contractor’s work on past projects.

The successful General Bidder shall be prepared to furnish the following documentation within five (5) calendar days of the request;

- Certificates of Worker's Compensation and General Liability Insurance in the sum of not less than \$5,000,000 for a Combined Single Limit of Liability for Bodily Injury and Property Damage, naming Hopkinton School District as additional insured. Insurance shall have no exclusions for asbestos and be approved or admitted to conduct business in the state of New Hampshire.
- Copies of all supervisors' and workers' NH licenses.
- Insurance certificates, complete policy may be requested.
- Violations list for the past three (3) years.
- References.
- Certificate by the contractor certifying one of the following;
  - *Only regularly employed labor will be used or,*
  - *Only **approved** subcontractors will be used or,*
  - *A mix of regularly employed labor and **approved** subcontractors will be used.*
- If subcontractors will be used, only approved subcontractors will be accepted. The successful bidder is to provide complete documentation on the subcontractor, including experience statement and professional references with evidence of qualification for each subcontractor.

All work on this project must meet the requirements of all applicable state and local codes, laws and ordinances. Contractors shall schedule their work and material deliveries to cause as little interference as possible with the Owner's normal use of the building.

The successful contractor shall be prepared to sign the contract prior to the start of work on June 23, 2013.

## **INSTRUCTIONS TO BIDDERS**

### **1. COPIES OF BIDDING DOCUMENTS**

- A. Complete sets of Bidding Documents shall be used in preparing bids; neither Owner nor Industrial Hygienist assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- B. Owner and Industrial Hygienist, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining bids on the work and do not confer a license or grant for any other use.

### **2. EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

- A. Before submitting a bid, each bidder must: (a) examine the Contract Documents thoroughly; (b) visit the site to familiarize himself with local conditions that may, in any manner, affect cost, progress or performance of the work; (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may, in any manner, affect cost, progress or performance of the work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.
- B. Before submitting the bid, each bidder will, at his own expense, make such additional investigations and tests as each bidder deems necessary for the submission of his bid.
- C. On request, Owner will provide each bidder access to the site, in addition to the walk-through, to conduct such investigations and tests as each bidder deems necessary for the submission of his bid.
- D. The submission of a bid will constitute an incontrovertible representation by the bidder that he has complied with every requirement and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

### **3. BID SECURITY**

- A. NONE

### **4. INTERPRETATIONS**

- A. All questions about the meaning or intent of the Contract Documents shall be submitted to the Industrial Hygienist in writing. Replies will be issued by Addenda and faxed, mailed or delivered to all parties recorded by the Industrial Hygienist as having received the Bidding Documents. Questions received less than two (2) days prior to the date for opening bids will not be answered. Only

questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect unless such questions were interpreted at the scheduled site walk-through and were formally addressed by inclusion in the Addenda issued following the site walk-through.

## **5. SUBCONTRACTORS, ETC.**

- A. The identity of subcontractors and other persons and organizations will be included with the submission of the bid. Such list shall be accompanied by an Experience Statement and professional references with evidence of qualification for each such subcontractor, person and organization as requested by Owner. If Owner or Industrial Hygienist, after due investigation, has reasonable objection to any proposed subcontractor, other person or organization, he or she (Owner or Industrial Hygienist), may, before giving the Notice of Award, request that the apparent Successful Bidder submit an acceptable substitute without an increase in bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such bidder. Any subcontractor, other person or organization so listed and to whom Owner or Industrial Hygienist does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Industrial Hygienist. All subcontractors will be required to provide proof of insurance consistent with that of the Successful Bidder.

## **6. BID FORM**

- A. The bid form is included in these documents; additional copies may be obtained from the Industrial Hygienist.
- B. Bid forms must be completed in ink or by typewriter. The bid price of each item on the form must be stated in words and numerals; in case of conflict, words will take precedence.
- C. Bids by corporations must be executed in the corporate name by the President or a Vice President (or other corporate officer accompanied by evidence of authority to sign) and the Corporate Seal must be affixed and attested by the Secretary or an Assistant Secretary. The Corporate Address and State of Incorporation shall be shown below the signature.
- D. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- E. All names must be typed or printed below the signature.
- F. The bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the bid form).

- G. The address to which communications regarding the bid are to be directed, must be shown.

## **7. SUBMISSION OF BIDS**

- A. Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be included in a sealed envelope marked with the Project Title, name and the address of the bidder and accompanied by other required documents. If the bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation “ASBESTOS BID ENCLOSED” on the face thereof.

## **8. MODIFICATION AND WITHDRAWAL OF BIDS**

- A. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted at any time prior to the opening of bids.
- B. If, within twenty-four (24) hours after bids are opened, any bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of his bid, the bidder may withdraw his bid. Thereafter, that bidder will be disqualified from further bidding on the work.

## **9. AWARD OF CONTRACT**

- A. Owner reserves the right to reject any and all bids, to waive any and all informalities and to negotiate the terms and conditions of the Contract Document attached hereto, to discontinue the project to which the work is related and to withdraw this Invitation to Bid at his sole unfettered discretion, either before or after bids have been submitted by bidders. At such time Owner shall have no further obligation or liability in connection with this Invitation to Bid, with the Successful Bidder, and the right to disregard all non-conforming, non-responsive or conditional bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- B. In evaluating bids, Owner shall consider the qualifications of the bidders, whether or not the bids comply with the prescribed requirements and alternates and unit prices if requested in the bid forms. It is the Owner's intent to accept alternates (if any are accepted) in the order in which they are listed in the bid form, but Owner may accept them in any order or combination.
- C. Owner may consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items

of material or equipment) in the award of the contract. The identity of subcontractors and other persons and organizations must be submitted with the bid package. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by Owner.

- D. Owner may conduct such investigations as he or she deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidder, proposed subcontractors and other persons and organizations to do the work in accordance with the Contract Documents to the Owner's satisfaction within the prescribed time.
- E. Owner reserves the right to reject the bid of any bidder who does not pass any such evaluation to Owner's satisfaction.
- F. If the contract is to be awarded, it will be awarded to the lowest bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the project.
- G. If the Contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within 1 day after the time of the bid opening.

## **10. SIGNING OF AGREEMENT**

- A. When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by at least three unsigned counterparts of the agreement and all intact documents. Within three days thereafter Contractor shall sign and deliver at least three counterparts of the agreement to Owner with all other Contract Documents attached.

## **11. LIEN RELEASES**

- A. Prior to final acceptance of the project, the Contractor shall submit Waivers and Releases of Liens in a form acceptable to the Owner.

## **ASBESTOS ABATEMENT**

### **1. DESCRIPTION OF WORK**

Asbestos removal shall be completed in accordance with these specifications, state, local, EPA and OSHA regulations and NIOSH recommendations and guidelines. Whenever there is a conflict or overlap of the above references the more stringent provisions shall apply. Deviations from these specifications shall be approved in writing by Hopkinton School District prior to the Contractor continuing work.

The work included shall begin at the conclusion of classes and shall be completed by July 15, 2013.

The bid consists of the removal and disposal of 5,400 ft<sup>2</sup> floor tile and mastic from seven classrooms beneath carpet at the Hopkinton High School.

The Contractor shall:

- a) Properly connect ground fault interrupters for electric service within the abatement area.
- b) Supply worker training, respiratory protection and medical examination and any other submittal specified herein.
- c) Ensure proper packing, labeling, transporting and disposal of contaminated material in an EPA-approved landfill. All asbestos waste must be disposed of in accordance with federal, state and local landfill regulations.
- d) Ensure decontamination of work area for final inspection and testing.
- e) Provide access, support and protection to all authorized visitors and inspectors.

### **2. AUTHORITY TO STOP WORK**

- A. Hopkinton School District has the authority to stop the abatement work at any time Hopkinton School District determines, either personally or through the services of the Industrial Hygienist, that conditions are not within the specifications and applicable regulations. The stoppage of work shall continue until conditions have been corrected and corrective steps have been taken to the satisfaction of the Industrial Hygienist. Standby time required to resolve violations shall be at the Contractor's expense and will not be grounds for change order or time extension.
- B. The stop-work level inside the work area during removal is equal to or greater than 1 f/cc
- C. The stop-work level outside the work area is equal to or greater than 0.01 f/cc or established background levels.
- D. Stop-Work Orders may be issued for, but are not limited to, the following:
  - a) Excessive airborne fibers inside and/or outside work area.



- b) Breaks in barriers.
- c) Loss of negative air (0.02 inches of water - minimum negative pressure to be maintained).
- d) Migration of water to adjacent floors.
- e) Any action that violates these specifications and/or any applicable specifications that jeopardizes the safety and health of any person or the environment.

### **3. NOTIFICATIONS, PERMITS AND WARNING SIGNS**

*The Contractor shall:*

- A. Notify EPA, State of New Hampshire and any other regional, state, and local authority having jurisdiction on the project. Secure all the permits required for the work, including, but not limited to, disposal of asbestos in an approved landfill and fire department permits. A copy of all notifications will be provided to Desmarais Environmental, Inc.
- B. Notify the Hopkinton Fire Department of the work to be accomplished, fire escape, emergency access routes and copies of MSDS for all hazardous materials to be used.
- C. Erect warning signs around the workspace and at every point of potential entry from the outside. The warning signs shall be brightly colored so that they will be easily noticeable. The size of the sign and the size of the lettering shall be no less than OSHA requirements as specified in 1926.1101.
- D. Provide the OSHA-required labels for all plastic bags to be utilized to transport contaminated material to the landfill.
- E. Label all containers for disposal in accordance with NESHAPS regulations.
- F. Provide any other signs, labels, warnings and posted instructions that are necessary to protect, inform and warn people of the hazard from asbestos exposure. Post in a prominent place for the workers a copy of the latest applicable regulations from OSHA and EPA. Identify all fire alarms, pull boxes, exits, etc.

### **4. SUBMITTALS**

*Submittals to be presented to the Hopkinton School District:*

- a) Complete list of project supervisors and all workers.
- b) Copies of current contractor, supervisor and worker licenses issued by the State of New Hampshire.
- c) Copies of current medical and negative pressure air purifying respirator fit test for all workers and supervisors.

- d) MSDS sheets of all materials used.
- e) Security and safety logs showing names of persons entering the workspace, date and time of entry and exit, record of any accident, emergency evacuation, and any other safety and/or health incident.
- f) Completed EPA disposal manifest indicating the total number of bags and acceptance of the material in accordance with NESHAPS regulation.
- g) Personal monitoring data.

## **5. EMERGENCY PRECAUTIONS**

- A. The Contractor shall establish emergency and fire exits from the work area.
- B. The Contractor will provide Type C dry chemical fire extinguishers inside and outside the containment.
- C. The Contractor shall be prepared to administer first aid to any injured personnel after decontamination. Seriously injured personnel shall be treated immediately or evacuated without delay for decontamination. When an injury occurs, the Contractor shall stop work and implement fiber reduction techniques (e.g. water spraying) until the injured person has been removed from the work area.
- D. Upon activation of the fire alarm the Contractor shall investigate to determine if it is an actual fire.

## **6. RESPIRATOR SYSTEMS**

- A. Minimum respiratory protection shall conform with OSHA regulations. Single use disposable respirators will not be permitted.
- B. Full face piece PAPR with HEPA filters shall be worn during gross removal and fine cleaning or when airborne fiber concentrations inside the work area are less than 2.0 f/cc.
- C. Full face piece or half-mask air purifying respirators with HEPA filters shall be worn during preparation of the work area, performance of repairs (e.g. using glove bags), and final tear down.
- D. Full face piece Type C supplied air respirators operated in pressure demand mode with HEPA filter disconnect protection shall be worn whenever airborne fiber concentrations inside the work area are equal to or greater than 2.0 f/cc and less than 10.0 f/cc.
- E. Full face piece Type C supplied air respirators operated in pressure demand mode equipped with an auxiliary positive pressure self-contained breathing apparatus

shall be worn whenever airborne fiber concentrations inside the work area are equal to or greater than 10.0 f/cc.

- F. Contractor may choose a respirator type that provides a greater factor than required for a given exposure level. Personnel who have not been fit tested or have failed the quantitative or qualitative fit test shall use powered air purifying respirators (PAPR) as minimum respirator protection.
- G. The Contractor shall provide all workers and authorized visitors with NIOSH-approved respirators complying with OSHA regulations and a sufficient quantity of disposable filters, so that workers can change filters during the work day. Store the respirator filters at the job site in the change room, and protect them from exposure to asbestos prior to their use.
- H. Workers shall always wear a respirator properly fitted on the face in the work area.
- I. The Contractor shall instruct and train workers in proper respirator use.

## **7. PROTECTIVE CLOTHING**

- A. The Contractor shall provide all workers, foremen, superintendents and authorized visitors and inspectors with protective disposable clothing consisting of full body coveralls, head covers and gloves.
- B. The Contractor shall provide eye protection and hard hats as required by job conditions and safety regulations.
- C. Reusable footwear, hard hats and eye protection devices shall be left in the "Contaminated Equipment Room" until the end of the asbestos abatement work.
- D. All disposable protective clothing shall be discarded and disposed of as asbestos waste every time the wearer exits from the contaminated area to the outside through the decontamination facilities.

## **8. ENCLOSURES AND SHOWERS FOR REMOVAL**

- A. For each abatement area, decontamination facilities shall be located in an area agreed upon with the Industrial Hygienist. The decontamination facilities shall include a decontamination enclosure system for workers and visitors and a separate decontamination enclosure system for loading of asbestos into trucks for transportation to the landfill.
- B. The decontamination enclosure system for workers and visitors shall consist of three rooms that serve as three airlocks as follows: clean room at entrance followed by a shower room followed by a dirty room leading to the work area.

- C. An airlock is a system permitting ingress and egress without permitting air movement out of the containment.
- D. Shower facilities with hot and cold water shall be so arranged as to provide complete showering of workers and visitors as they exit from the contaminated area.
- E. Contaminated clothing shall be stored in the equipment room. In this room workers and visitors dispose of their contaminated clothing except the respirator as they prepare to enter the shower room.
- F. The bag wash room shall be equipped with the facilities to wash and wipe the outside of the first bag prior to placing into the second bag for loading.
- G. The shower, clean room and bag wash room shall be kept clean at all times.

## **9. PERSONNEL PROTECTION AND DECONTAMINATION**

- A. The Contractor shall provide all personnel throughout the abatement process with the specified protective clothing and gear and all personnel entering and leaving the workspace shall follow the following procedures.
  - a) Entering from the outside: Change from street clothes into protective clothing and wear clean protective gear. Go through shower room into dirty room and enter the work area.
  - b) Exiting the work area: Dispose of all protective clothing into labeled plastic bags for asbestos waste. Do not take off respirator. While still wearing respirator enter the shower and shower thoroughly. Remove respirator and wash and wipe thoroughly to decontaminate the respirator. After drying, enter the clean room, store the decontaminated respirator in the assigned space and dress into street clothes.
  - c) The Contractor shall post written procedures in the workplace and train all personnel on the procedures for the evacuation of the injured and the handling of potential fires. Aid to a seriously injured worker shall be provided without delay for decontamination. Provisions shall be made to minimize exposure of rescue workers and to minimize spreading of contamination during evacuations and fire procedures. Exceptions to normal, routine exiting procedures shall be made for emergencies such as but not limited to, serious personal injury and fires. The waste airlock system may be used in emergencies.
  - d) The Contractor shall instruct all employees and workers in the proper care of their personally issued respirator equipment, including daily maintenance, sanitizing procedures, etc.

## 10. EXPOSURE CONTROLS

- A. The Contractor shall provide negative air filtration system in the work area to maintain a negative pressure of 0.02 inches of water. If negative air pressure of 0.02 inches of water falls below this figure work shall be halted until the negative pressure is restored. Negative air filtration in the work area will be equipped with a High Efficiency Particulate Air (HEPA) filter capable of retaining 99.7% of the asbestos fibers. This filter must comply with ANSI Z9.2 standards. The fans must maintain the required pressure drop. The system must deliver at least one air change every 15 minutes. The minimum quantity of 2,000 CFM units is designated by phase in the extent of removal.
- B. All exhaust units shall be vented to the out of doors away from occupied spaces and air supply intakes for building and other enclosed spaces. If the out of doors is not feasible, the HEPA may be vented into the occupied space with dioctyl phthalate (DOP) or other standard HEPA filter testing substance. Testing will be conducted at the beginning of the project or a continuous sample of exhaust air may be passed into a fiber analyzing device such as an M1E fibrous arsenal monitor at all times the exhaust is operating; an alarm feature will exist to inform the workers of the filter failure.
- C. Additional makeup air may be necessary to avoid too high a pressure differential. Additional makeup air procedures shall be to the satisfaction of the Industrial Hygienist and the Contractor will gain prior approval from the Industrial Hygienist.
- D. Auxiliary makeup air inlets will be as far as possible from the exhaust units and away from barriers that separate the work area from occupied clean areas. They should be resealed whenever the pressure differential or adequacy of the negative air system is affected.
- E. The negative pressure system shall be approved by the Industrial Hygienist and tested before any asbestos-containing material is moved or disturbed. After the work area has been prepared, the Industrial Hygienist will approve the containment with the negative pressure system in operation.
- F. The negative pressure system shall be in accordance with EPA recommendations included in the "Guidelines for Controlling Friable Asbestos-Containing Materials in Buildings." The exhaust units should be started before removal begins and the units and negative pressure requirements will remain operational 24 hours a day until the final inspection and testing is successfully completed and with the approval of the Industrial Hygienist.
- G. Following approval by the Industrial Hygienist, the asbestos removal will begin at the area farthest from the ventilation unit and work will progress towards the unit.

If electrical power is lost during removal all work will stop and fiber reduction activities begun immediately.

## **11. DISPOSAL ACTIVITIES**

- A. It is the responsibility of the Contractor to determine current waste handling, transportation and disposal regulations for the work site and for each waste disposal landfill. The Contractor must comply fully with these regulations and all U.S. Department of Transportation and EPA/NESHAPS requirements.
- B. The Contractor will document actual disposal of the waste at the designated landfill by supplying the EPA disposal manifest to Hopkinton School District in accordance with NESHAPS and New Hampshire waste regulations.
- C. The Contractor shall minimize and will be responsible for any damage caused by disposal container use.

## **12. APPLICABLE PUBLICATIONS**

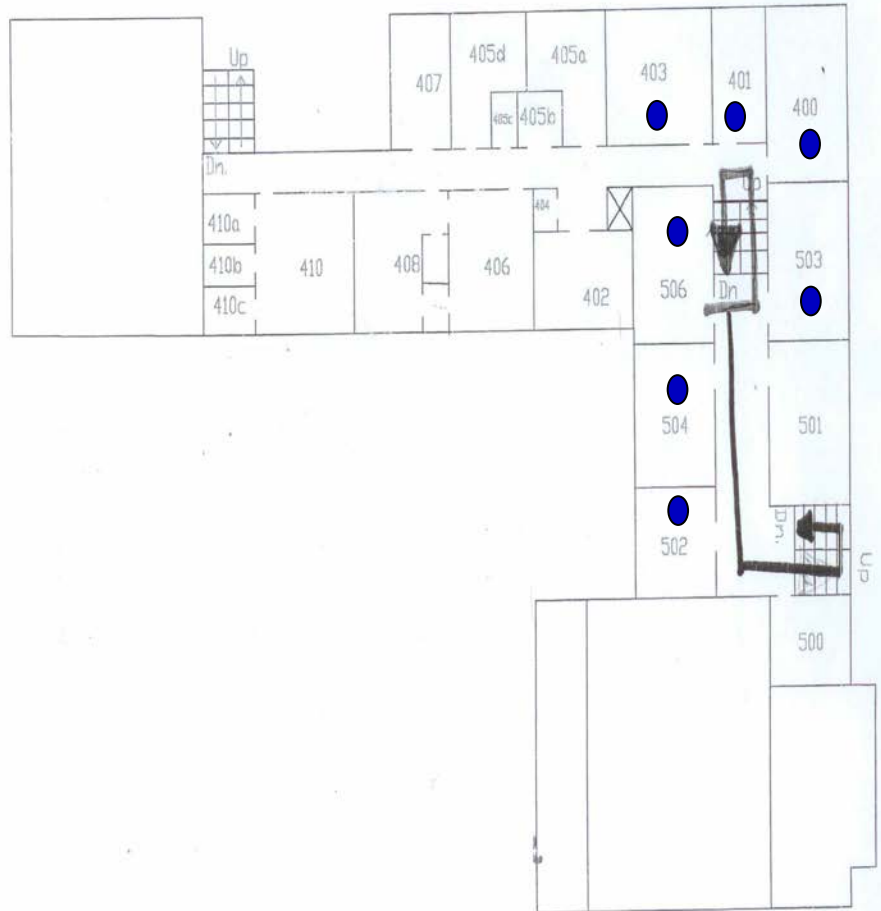
- A. Environmental Protection Agency (EPA).
  - a) Regulations for Asbestos (Code of Federal Regulations, Title 40, part 61).
  - b) Guidance for Controlling Friable Asbestos-Containing Material in Buildings. Complete list of project supervisors and all workers.
- B. Occupational Safety and Health Administration (OSHA).
  - a) Asbestos Regulations (Code of Federal Regulations Title 29, Section 1926.1101).
- C. National Institute for Occupational Safety and Health (NIOSH).
- D. American National Standards Institute (ANSI).
- E. All applicable New Hampshire regulations including but not limited to:
  - a) Env-C-400.
  - b) He-P-500.
  - c) Waste Management Regulations.
- F. All other local, state and federal regulations that apply.



Hopkinton High  
School

Coontoocook,  
NH

Abatement  
Areas



● Abatement Area Asbestos Containing Floor Tile with  
Cement

### **13. EXTENT OF REMOVAL**

- A. Smoking is prohibited by state law on school property.
- B. Abatement contractor will be responsible for all carpet removal. If carpet is contaminated then carpet will be disposed of as asbestos-containing waste.
- C. Door thresholds and hall transition shall be peeled back to prevent soiling during mastic removal.
- D. Tile shall be cut at the hall/classroom transition that currently exists in carpet.
- E. Negative air machine exhausts shall be through windows with wood inserts and made completely secure.

### **14. REMOVAL METHODS**

- A. All asbestos-containing floor tile and mastic will be removed by using critical barriers and negative air.
- B. Mastic will be removed with chemical on all concrete floors.
- C. Deviations from the specified methods of removal must be approved by the Industrial Hygienist prior to their implementation. Removal will comply with the general requirements of Asbestos Abatement and the following;

### **15. CRITICAL BARRIERS/ NEGATIVE AIR**

- A. Prior to any abatement work in an area, seal off the entire area to anybody other than trained personnel and authorized visitors. Erect signs around the perimeter in accordance with EPA, OSHA and the specifications. Provide 24-hour security against unauthorized entry during the abatement process. Maintain a log of all people entering and exiting the workplace.
- B. All heating systems will be deactivated and allowed to cool adequately to prevent burns and melting of plastic, and to allow adequate wetting and encapsulation.
- C. Secure the approval of the Industrial Hygienist prior to the preparation of the following: poly sheeting, enclosures, showers and toilets, personnel protection and decontamination procedures, exposure control systems, standard operating procedures, personnel training, testing scheduling, general logistics and intercom communications.
- D. Completely seal all critical barriers with six mil poly.
- E. Install negative air filtration and decontamination facilities.



- F. Construct three-stage decontamination areas with proper air locks for workers/visitors. Construct a two-stage waste-out area to remove bulk waste from the contained area.
- G. Install temporary lighting, showers, supply and exhaust ventilation.
- H. Remove all removable items from the work area such as lights, grilles, registers, etc.
- I. Thoroughly decontaminate through wet cleaning and/or HEPA vacuuming all possibly contaminated surfaces prior to applying poly sheeting. Acquire approval from the Industrial Hygienist before applying poly sheeting.
- J. Fire protection devices (such as smoke detectors, sprinklers, panels, etc.) shall be protected prior to asbestos removal, and cleaned and tested at the conclusion of asbestos abatement.
- K. Deactivate all air handling, heating, and ventilating systems that service the work area or any other sensitive area where there exists a potential for contamination.
- L. Negative air filtration will be left in place for 24 hours following removal.
- M. Keep floor tile wet and whole at all times during removal.
- N. Provide constant misting of the work area using amended water whenever removal is being done.
- O. Bag asbestos immediately upon removal into fiber bags and then into six mil plastic bags and thoroughly soak the material inside the bag before sealing.
- P. Rinse first poly bag in the primary chamber in the waste out facility and seal the first bag. Place the bag into a second bag prior to exiting the waste out area. Seal the second bag while in the chamber. Properly label the bags in accordance with the NESHAPS regulation. Transport the bag immediately to the transport vehicle or dumpster. If the bags are to be collected in a temporary location outside containment prior to loading into the transport vehicle or dumpster, prior approval is required by the Industrial Hygienist.
- Q. Clean work area on a daily basis of all residual asbestos.
- R. Apply clear or non-marking encapsulant to all areas where asbestos materials have been removed, unless otherwise directed by the Industrial Hygienist.
- S. All used plastic, tapes, cleaning material and clothing shall be treated as asbestos waste material.

- T. Disposal shall be in an EPA-approved landfill and comply with all pertinent EPA, NESHAPS and DOT regulations.

## **16. MONITORING, TESTING AND INSPECTION**

- A. Monitoring, testing and inspection of asbestos removal shall be performed by an independent industrial hygienist retained by Hopkinton School District.
- B. Air monitoring tests for baseline background levels shall be made and analyzed prior to removal of any asbestos in the contract area.
- C. Samples will be taken during the removal process immediately beyond all major openings to the sealed area, work area, and at exhaust ports of the negative air filtration units outside the containment.
- D. Samples will be taken during the removal process according to the following:
- E. Volume of samples is determined by detection limit, filter loading and microscope field and shall be 1,500 to 2,000 liters. In areas of dense or minimal filter loading the Industrial Hygienist may reduce or increase sample volume to accurately analyze the sample. Clearance air samples by PCM will be between 1,500 and 2,500 liters.
- F. The NIOSH 7400 method of asbestos air sampling will be adhered to and "A" counting rules utilized.

## **17. FINAL INSPECTION AND TESTING**

- A. After thorough cleaning, the Industrial Hygienist will conduct a thorough visual inspection of the work area. Any visible dust or contamination will require further cleaning until the work area is completely free of visible dust and contamination to the satisfaction of the Industrial Hygienist.
- B. Upon satisfactory completion of the visual inspection the entire area will be encapsulated including plastic sheeting, etc. If encapsulant is to alter any fixture or other surface within the work area, it should be brought to the attention of the Industrial Hygienist prior to application.
- C. The final air testing shall take place in the work area. The final test will consist of taking five inside air samples in accordance with AHERA TEM criteria for clearance sampling. Each TEM sample cannot exceed the 70 structures per cc.
- D. After the decontamination levels specified have been confirmed through final testing, the plastic enclosure shall be removed, the exposed surfaces thoroughly wet cleaned and/or HEPA vacuumed, and the plastic, tape and material from the

equipment and shower rooms bagged and disposed of as asbestos waste. A final check will be carried out by the Industrial Hygienist to ensure that no dust or debris remains on surfaces.

## **BID FORM**

**Project:** Asbestos Abatement & Related Work  
Hopkinton High School  
Contoocook, New Hampshire

**Submitted To:** Hopkinton School District  
204 Maple Street  
Contoocook, New Hampshire 03229

**Submitted By:**

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The undersigned bidder proposed and agrees, if this bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to complete all work as specified or indicated in the Contract Documents for the contract price within the contract time indicated in this bid and in accordance with the Contract Documents.

Bidder accepts all of the terms and conditions of the Instructions to Bidders. This bid will remain open for thirty days after the day of bid opening. Bidder will sign the agreement and submit the Contract Security and other documents required by the Contract Documents within the time specified in the invitation to bid.

In submitting this bid, Bidder represents, as more fully set forth in the agreement, that:

Bidder has examined copies of all the Contract Documents and of the following Addenda: (Contractor: fill in date and number of any Addenda issued)

Addenda Number

Date

(Receipt of all of which is hereby acknowledged) and also copies of the Invitation to Bid and the Instructions of the Bidders.

Bidder has examined the site and locality where the work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulation) and the conditions affecting cost, progress or performance of the work and has made such independent investigation as bidder deems necessary.

This bid is genuine and not made in the interest of nor on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; bidder has not solicited any person, firm or corporation to refrain from bidding; and bidder has not sought by collusion to obtain for himself any advantage over any other bidder or over Owner.

The Bidder has provided subcontractor information as specified in the Invitation to Bid.

Bidder will complete the work for the following price(s):

(Amount shall be in both words and figures. In case of discrepancy, the amount shown in words will govern.)

## **1. BASE PROPOSAL**

The bidder agrees to perform all of the Asbestos Abatement and Related Work – Hopkinton High School in Contoocook, New Hampshire as described as the Base Bid in the Specifications and Addenda for the sum of:

\_\_\_\_\_ (\$\_\_\_\_\_)

## 2. UNIT PRICES

In the event that removal or adjustments to quantities of asbestos-containing materials is necessary in Hopkinton High School. The following unit price schedule shall be used for additions or subtractions to the base bid.

| MATERIAL                         | UNIT PRICE             |
|----------------------------------|------------------------|
| Floor Tile & Mastic (One Layer)  | \$ per ft <sup>2</sup> |
| Floor Tile & Mastic (Two Layers) | \$ per ft <sup>2</sup> |
| Carpet (Asbestos Waste)          | \$ per ft <sup>2</sup> |
| Carpet (Non-Asbestos Waste)      | \$ per ft <sup>2</sup> |

- A. Bidder agrees that the work will be completed on or before the dates and within the number of calendar days and project hours indicated in the Agreement.
- B. Bidder accepts the provisions of the Agreement as to Liquidation and Consulting Damages in the event of failure to complete the work on and within the prescribed time.
- C. The following documents are attached to and made a condition of this bid:
  - a. Bid Forms
  - b. Professional References
  - c. Insurance Binders
  - d. Subcontractor Information

- D. Communications concerning this bid shall be addressed to:

Desmarais Environmental, Inc.  
320 Hemlock Lane  
Barrington, NH 03825  
Attn: Ray Desmarais  
(603) 664-5500  
(603) 664-5600 FAX

### 3. CERTIFICATION REGARDING LABOR

- A. Bidder hereby certifies under pains and penalties of perjury that all labor to be employed in the performance of this contract will be the regularly employed labor of the Bidder. Bidder warrants and represents that no work will be performed by unapproved subcontractors or temporary labor in the performance of this contract.
- B. Bidder agrees to make available to the Industrial Hygienist or Owner employment and payroll records which verify that all persons performing work pursuant to this contract are regular employees of the Bidder. Bidder acknowledges that a violation of this section is considered material breach of contract which may result in contract termination and other appropriate penalties.

Signed by \_\_\_\_\_

on the \_\_\_\_\_ day of \_\_\_\_\_

in the year \_\_\_\_\_

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(title)

## **CONTRACT**

This agreement is dated the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2013 by and between \_\_\_\_\_ (hereinafter called OWNER) and \_\_\_\_\_ (hereinafter called CONTRACTOR)

OWNER and CONTRACTOR, in consideration of the mutual covenants set forth, agree as follows:

### **1. WORK**

CONTRACTOR shall complete all work as specified in the Contract Documents. This work is generally described as follows:

Asbestos Abatement and Related Work  
Hopkinton High School  
Contoocook, NH

### **2. INDUSTRIAL HYGIENIST**

This project has been designed and will be coordinated by:

Desmarais Environmental, Inc.  
320 Hemlock Lane  
Barrington, NH 03825

who hereinafter called INDUSTRIAL HYGIENIST will assume all duties and responsibilities and will have the rights and authority assigned to INDUSTRIAL HYGIENIST or Owner's representative in the Contract Documents in connections with completion of the work, in accordance with the Contract Documents.

### **3. CONTRACT TIME**

- A. The work will commence at the conclusion of classes and all work will be completed by July 15, 2013.
- B. **LIQUIDATED DAMAGES:** OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER one thousand dollars (\$1000) for each day that expires beyond July 15, 2013 for all work.
- C. **TEST DAMAGES:** CONTRACTOR agrees that if air clearance samples for an area fails to pass, subsequent costs for clearance sampling for that area will be charged to the CONTRACTOR and deducted from the final retainage as TEST DAMAGES.



#### **4. PAYMENT PROCEDURES**

- A. CONTRACTOR shall submit request for payments to the INDUSTRIAL HYGIENIST for review.
- B. Prior to substantial completion, progress payment will be in an amount equal to:
- C. 90% of the work completed, and 90% of materials and equipment incorporated in the work, less in each case the aggregate of payments previously made.
- D. A 10% retainage will be held until satisfactory completion of all items and delivery of all warranties, waste shipment record and disposal manifest to the OWNER.
- E. FINAL PAYMENT: Upon final completion and acceptance of the work OWNER shall pay the remainder of the contract price as recommended by the INDUSTRIAL HYGIENIST.

#### **5. CONTRACTOR'S REPRESENTATIONS**

- A. CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.
- B. CONTRACTOR has made or caused to be made examinations, investigations, tests and studies of such reports and related data as he deems necessary for the performance of the work at the contract price, within the contract time and in accordance with the other terms and conditions of the Contract Documents; and no additional examination, investigation, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- C. CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the Terms and Conditions of the Contract Documents.
- D. CONTRACTOR has given the INDUSTRIAL HYGIENIST written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the Written Resolution thereof by INDUSTRIAL HYGIENIST is acceptable to CONTRACTOR.

## **6. CONTRACT DOCUMENTS**

- A. The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consist of the following:
- a. This Agreement;
  - b. Exhibits to the Agreement;
  - c. Notice of Award;
  - d. Specifications bearing the title of "Asbestos Abatement and Related Work - Hopkinton High School," Hopkinton, NH.
  - e. Contractor's Bid
  - f. Documentation submitted by CONTRACTOR prior to NOTICE OF AWARD (pages \_\_\_\_\_ to \_\_\_\_\_ inclusive.)
  - g. There are no Contract Documents other than those listed above in this Article. The Contract Documents may only be altered, amended or repealed by a Modification.

## **7. MISCELLANEOUS**

- A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- B. OWNER and CONTRACTOR each binds himself, his partners, successors, assigns, and legal representative to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements and obligation contained in the Contract Documents.
- C. It shall be noted that Hopkinton School District is in possession of and using the premises.
- D. The CONTRACTOR guarantees indemnification against patent claims.

## CONTRACT

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and INDUSTRIAL HYGIENIST. All portions of the Contract Documents have been signed or identified by the OWNER and CONTRACTOR or by the INDUSTRIAL HYGIENIST on their behalf.

This agreement will be effective on \_\_\_\_\_, 2013.

**OWNER**

Hopkinton School District  
SAU # 66  
204 Maple Street  
Contoocook, NH 03229

BY \_\_\_\_\_

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

(CORPORATE SEAL)

Attest \_\_\_\_\_

Address for giving Notices

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

**CONTRACTOR**

BY \_\_\_\_\_

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

(CORPORATE SEAL)

Attest \_\_\_\_\_

Address for giving Notices

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

(If OWNER is a public body attach evidence of authority to sign and resolution or other document authorizing execution of Agreement.)

License Number \_\_\_\_\_

Agent for Service of Process:

\_\_\_\_\_