



# Specifications

## ASBESTOS ABATEMENT

### Quote #0506-0430

1. **INTRODUCTION:** The Bellingham School District is requesting sealed quotes for Asbestos Abatement. In order to be considered quotes must be received no later than 10:30 am, pst, Tuesday, May 2, 2006. Sealed quotes may be mailed or hand delivered in person to Stewart Mhyre, Business & Finance Manager, 1306 Dupont Street, Bellingham, WA 98225. Quotes received after the above stated closing date and time cannot be considered and will be returned unopened.
2. **EXAMINATION OF SPECIFICATIONS:** Quoters shall thoroughly examine and be familiar with these specifications. The failure or omission of a quoter to receive or examine any form, instruments, addendum, or other document or to visit the site when required to acquaint him or herself with existing conditions, shall in no way relieve any quoter from obligations with respect to this quote or any other resulting contract. Contractors must take all existing conditions into consideration prior to submitting a quote. No change orders will be accepted for existing conditions. The submission of a quote shall be taken as prima facie evidence of compliance with this section.
3. **SCOPE OF WORK:** During the course of normal operations and maintenance procedures, the Bellingham School District has occasions for asbestos abatement needs throughout District facilities.
4. **RESPONSE TIME:** The successful vendor must respond within two (2) hours to any request for service. A qualified response must include direct contact with the Manager of Buildings and Grounds for the District or his designee, by a responsible official of the Vendor, by phone or in person. The contact must include an estimate of time it will take to have a person on our jobsite. The successful vendor must have the capacity to have a supervisor/worker at our site within four (4) hours of a “fiber-release” episode, or on a time frame agreed to by the Manager of Buildings and Grounds for the District or his designee.
5. **HOURLY RATES:** This quote will be for an hourly rate for three different areas of response. Hourly rate should include *all* charges with the exception of materials charges.
  - 5.1 Certified Supervisor/Worker
  - 5.2 Worker
  - 5.3 Non-Asbestos related labor, truck driver, project setup tear-down, etc.Labor is to be quoted on *prevailing wage plus* basis.
6. **MATERIAL AND CLEARANCE SAMPLING/TESTING SERVICES:** Services for material and clearance sampling/testing will be arranged at the time of the service need, but may be a part of the service expected from the successful bidder. In that light, we are requesting a price for material sampling (PCM and TEM, separately), and air clearance per sample.

The District has the right to perform or contract testing as a separate service from the asbestos response work

7. **MATERIALS CHARGES:** All materials are to be quoted at a percentage above Vendor's actual cost.
8. **REFERENCES:** Quoters shall submit as part of their quote, references from five (5) jobs for school districts in which they have performed similar services as the District is seeking. A Vendor's quote will be considered non-responsive if they fail to submit at least five (5) references.
9. **MANUFACTURER'S DATED PRICE LIST:** The District reserves the right to require the successful quoter to furnish the manufacturer's dated price list.
10. **PRICING ADJUSTMENTS:** Quote prices may be changed during the life of this contract and shall:
  - 10.1 be the result of increases at the manufacturer's level, incurred after contract commencement date.
  - 10.2 not produce a higher profit margin than that on the original contract.
  - 10.3 clearly identify the items impacted by the increase.
  - 10.4 be filed with the District Business & Finance Manager a minimum of 60 calendar days before the effective date of proposed increase.
  - 10.5 be accompanied by documentation acceptable to the District Business & Finance Manager sufficient to warrant the increase.
  - 10.6 approved price adjustments shall remain unchanged for at least 180 calendar days thereafter
  - 10.7 during the contract period, any price declines at the manufacturer's level or cost reductions to the Vendor shall be reflected in a reduction of the contract price retroactive to Vendor's effective date.
11. **NOTICE OF INTENT TO REMOVE ASBESTOS:** The successful Vendor will be named on our annual "Notice of Intent to Remove Asbestos" as the primary responder.
12. **REGULATION REQUIREMENTS:** The successful Vendor must supply the District with complete paperwork for all requirements of EPA, L & I, NWAPA, TOSCA, NESHAPS and DOT regulations concerning AHERA compliance, within one week of completion of work.

Daily manifests must be made available within twenty-four (24) hours.
13. **CONTRACT TERM:** This will be a requirements type contract and shall remain in effect for a period of one (1) year, for the period beginning May 5, 2006 and continuing through May 4, 2007

At the option of the District this contract may be renewed for three (3) consecutive renewal periods of one (1) year each by mutual agreement set forth in writing thirty (30) days prior to the expiration date of the current contract.

14. **QUESTIONS:** Any questions regarding specific specifications should be directed to Mike Anderson, Building & Grounds Manager, (360) 676-6548 ext. 5060. Questions regarding quotes, public works requirements, contract and bonds should be directed to Stewart Mhyre, Business & Finance Manager (360) 676-6544.
15. **SMALL WORKS ROSTER:** The successful quoter shall, within ten (10) days of the quote award date, complete and submit a Small Works Roster application if not currently on file with the District Purchasing Office.
16. **PUBLIC WORKS:** Pursuant to RCW 39.12.020, prevailing wages must be paid on this public works job & 5% retainage will be withheld pending receipt of L & I approved affidavit of wages paid form. The following L & I approved documents must be on file with the Bellingham School District prior to any payments being released on this public works project.
  - 16.1 Statement of Intent to Pay Prevailing Wages, Form #F700-020-000.
  - 16.2 Affidavit of Wages Paid, Form #F700-007-000.
  - 16.3 Certificate of Insurance.

Prevailing wage rates can be found online at:

[http://www.bham.wednet.edu/departments/purchasing/Prevailing\\_Wage\\_Rates/03-03-06/3-6-06PrevailingWageRates.htm](http://www.bham.wednet.edu/departments/purchasing/Prevailing_Wage_Rates/03-03-06/3-6-06PrevailingWageRates.htm)

Instructions, required forms and publications can be found online at:

<http://www.lni.wa.gov/TradesLicensing/PrevWage/default.asp>

17. **INSURANCE:** Liability insurance shall be for the full duration of contract and shall protect the Contractor and the Owner, their agents, representatives and employees from claims that may arise out of, or result from, the Contractor's operations on this project. The limits of liability for comprehensive general liability and automobile liability shall be not less than \$1,000,000.00 combined single limit. Required insurance shall be primary and non-contributing to any insurance possessed or procured by the Owner. Any deductible provision in liability policy shall be the responsibility of the Contractor. Requirements for the Contractor's insurance shall apply to the work of the prime contractor and all subcontractors. The Contractor shall have Workers' Compensation Insurance and be current on their payments. Proof of insurance, license & bonding shall be submitted in writing to the District purchasing office at 1306 Dupont Street, Bellingham, WA 98225.
18. **BONDS:** The District reserves the right to require the successful quoter to furnish a performance bond before entering into a formal contractual agreement for these services.
19. **PROTECTION OF MATERIALS AND EQUIPMENT:** The Contractor shall be held responsible for any and all materials and equipment to be installed under this contract and will be required to make good at his own cost any injury or damage which said materials or equipment may sustain from any source or cause whatsoever before final acceptance thereof.
20. **PROTECTION AND CLEAN-UP:**
  - 20.1 The Contractor shall have a person-in-charge at all times when work is being performed.

- 20.2 The Contractor shall be responsible to protect buildings, persons and grounds from damage.
- 20.3 The Contractor shall at all times keep the premises free of waste materials, rubbish, tools, and equipment on a day-to-day basis.
- 20.4 Remove all rubbish, debris, waste materials, tools, construction equipment, machinery and surplus materials on completion.
- 20.5 If the Contractor fails to clean up satisfactorily during and at completion of the work, Owner will do so at Contractor's expense.

**21. SUPPLEMENTARY CONDITIONS:**

**21.1 CONTRACTOR RESPONSIBILITY:**

- A Contractor shall supervise and direct the work.
- B Coordinate work of all subcontractors.
- C Be responsible for acts, errors, and omission of his/her employees, subcontractors and other persons performing work.
- D Provide all labor, materials, equipment, tools, utilities and facilities as necessary for execution and completion of the work.
- E Enforce good order among all workers on the project, particularly when the building, adjacent buildings, or other areas are in use by the Owner.
- F Be responsible for and so conduct him/herself as to prevent and reasonably avoid stoppage of work by action of organized labor due to an act or omission of the Contractor or of his/her employees or agents.
- G The Owner shall, at all times, have access to the work whenever it is in preparation or progress.
- H The Owner shall not be responsible for safety precautions and programs in connection with the work and shall not be responsible for the Contractor's failure to carry out the work in accordance with contract documents.
- I If it is necessary to dig, locate all utilities or other underground hazards prior to digging by using a "One Call" or other similar utility locating service that is licensed and bonded for such work. Provide proof to the Owner's satisfaction of using a licensed and bonded service upon request of the Owner.

**21.2 MUTUAL RESPONSIBILITY:** If any part of the Contractor's work depends upon the work of the Owner or any separate contractor;

- A Contractor shall, prior to proceeding with the work, promptly report to the Owner any apparent discrepancies of defects in such other work.
- B Failure of the Contractor to report shall constitute an acceptance of the Owner's or separate contractor's work as fit and proper to receive his/her work, except as to defects that may subsequently become apparent in such

work by others.

- C Should a contractor wrongfully cause damage to the work or property of the Owner, or to work of other parties on the site, the offending Contractor shall promptly remedy such damage.
- D Any costs caused by defective or ill-timed work shall be borne by the party responsible therefore.

### **21.3 USE OF OWNER'S PROPERTY:**

- A Coordinate all operations with Owner.
  - 1. Schedule work to cause minimum inconvenience to use of an access to buildings and grounds
- B Use of utilities, water, sewer, power, telephone and toilets shall be only with approval of the Owner.
- C Access to areas beyond actual work area is denied, except where absolutely necessary and with specific approval only.
- D Protect existing buildings, grounds, contents and occupants, including adjacent public or private property, from damage or harm.
  - 1. Contractor shall promptly remedy such damage at his/her expense.
- E Storage space on site shall be negotiated by the Owner.
  - 1. Owner's use of walks, drives, roads and entrances shall be unencumbered unless prior approval is given.
  - 2. Unauthorized storage shall be moved at Contractors expense.

### **21.4 SAFETY PRECAUTIONS:**

- A Comply with all applicable laws, ordinances, rules and regulations of any public authority for the safety of persons and property, including requirements of the Washington Industrial Safety and Health Administration per the Washington Administration Code (WAC 296-24).
  - 1. Erect and maintain all reasonable safeguards for safety and protection.
  - 2. Post danger signs and warnings against hazards.
  - 3. Post, at each work site, notice concerning asbestos containing building materials. Such notice is to be provided by the Owner, and shall be posted at the work site before the work begins.
- B In any emergency affecting safety of persons or property Contractor shall act, at his/her discretion, to prevent threatened injury, damage or loss.

### **21.5 QUALITY OF MATERIALS AND WORKMANSHIP:**

- A All materials and equipment shall be new, undamaged and of quality

specified, unless otherwise shown.

1. Unacceptable materials shall be removed from site at Contractor's expense.

B All work shall be of good quality, free from faults and defects, and performed by skilled and qualified workers.

**22. DEFECTIVE AND NONCONFORMING WORK:**

A Owner reserves authority to condemn or reject work not conforming with contract documents.

B Contractor shall promptly correct all defective work or work not conforming with contract documents.

1. Correction shall be made within time set by Owner in written notice of rejection

C Failure to correct within time set my result in:

1. Correction by separate contract or Owner's personnel.

2. Termination of this contract.

3. Costs of corrections withheld from final payment.

**22.2 OWNER'S RIGHT TO TERMINATE CONTRACT:**

A Owner may, by written order, require the Contractor to stop work because of, but no limited to:

1. Failure to correct defective work in reasonable time.

2. Failure to continue work in conformance with his/her schedule.

3. Failure to otherwise conform with requirements or the contract documents.

4. Failure to make timely payments to subcontractors or for labor and materials.

5. Failure to conform with laws, ordinances, regulations or orders of public authorities having jurisdiction.

6. Actions resulting in bankruptcy, receivership or assignments to creditors.

B Owner may serve written notice upon the Contractor and the Surety of intention to terminate Contract.

1. Shall state reasons for intent to terminate.

2. Shall allow ten (10) days after receipt of notice for satisfactory arrangements of correction to be made.

3. Shall terminate contract if agreement is not reached by end of ten

(10) day period from Contractors receipt of notice.

- C Owner shall serve notice upon the Contractor and the Surety that contract is terminated.
  - 1. Surety shall have the right to execute completion of the contract within reasonable time following ten (10) day period to commence.
  - 2. If Surety does not commence work in ten (10) days, Owner may complete work.
- D The Contractor and his Surety shall be liable to the Owner for any excess costs involved in completing the work.

**23. USE OF OWNER'S FACILITIES:**

**23.1 GENERAL:**

- A Smoking is not allowed on any District property.
- B Water and power shall be provided by Owner at existing connection points.
- C Contractor shall make connections to the systems and extend services to the points of work, as required.

**23.2 TRASH REMOVAL:**

- A Contractor shall collect and legally dispose of all trash resulting from his/her work.
- B Contractor shall not use Owner's receptacles or dumpsters.
- C Trash and debris shall not be allowed to accumulate at any site.

**23.3 PARKING:**

- A Contractor's personnel shall use on-site parking lots or street parking for personal vehicles.
- B Contractor vehicles used for delivery and removal operations shall be driven or parked only where approved by Owner