

**COUNTY OF YUBA  
REQUEST FOR PROPOSAL**

***Yuba County Courthouse  
Asbestos Repair and Removal***



**REVISED PROPOSAL DUE DATE:**

***Thursday, May 6, 2010  
By 5:00 PM***

The County of Yuba wishes to complete an asbestos repair and removal at the Yuba County Courthouse. The overall goal of the project is to clean-up debris generated from asbestos containing materials (ACM), repair any damaged or exposed asbestos containing TSI materials and perform minor removal of TSI as designated in the Basement Boiler Room (Area #3), Basement Fan Station (Area #4) and in the general area of access points associated with Areas 6, 7, 8 & 9. The asbestos cleaning locations are indicated as Areas 1 through 10 on the attached maps.

## **I. SCOPE OF WORK**

### **Services required by the County include:**

- a. Repair and clean-up of debris and dust associated with asbestos containing thermal system insulation (TSI) associated with the Train Chiller bottom tank and attached valve which is cracking/peeling in the Basement Boiler Room (Area #3).
- b. Removal of up to 6 linear feet total of asbestos containing TSI from existing pipe systems in up to three locations, repair of multiple TSI pipe insulation materials at several locations where asbestos on pipes and around re-heat coils is deteriorating and showing signs of wear, and cleaning using wet wipe techniques and HEPA vacuums of all reachable surfaces to include walls, floors, machinery, pipe systems, etc. from the floor to a height of at least 7 feet above floor level of existing dust, debris, spider webs, etc. throughout the Basement Fan Station (Area #4).
- c. Repair and clean-up of debris and dust associated with asbestos containing TSI and fireproofing in the above ceiling spaces of the 2<sup>nd</sup> floor Courts Janitor Closet (Area #6), 2<sup>nd</sup> floor Court Library (Area #7), 2<sup>nd</sup> floor Court Room 3 (Area #8), 3<sup>rd</sup> floor Detective Office (Area #9). General cleaning of the above ceiling space of the 3<sup>rd</sup> floor E911 Remodel Project (Area #10) will also be accomplished in expectation of an upcoming project which will require access of this above ceiling area.
- d. The clean-up of debris would include all reachable surfaces within a 2'-3' (or arms length distance) from damaged TSI in the Basement Boiler Room, as well as, the ceiling access point and/or the re-heat coils located on the metal HVAC ducts near the access hatches of Areas 6, 7, 8 & 9. Areas 6, 7, 8 & 9 will generally include repair of up to two approximately 4" outer diameter (OD) pipe insulation points with wettable cloth. It is not generally expected removal of any TSI in place on the pipe systems located in these areas will be necessary to complete this work.

- e. The cleaning of debris and repair of any TSI in Area 10 will include up to five repairs of approximately 4" OD pipe insulation points with wettable cloth and 40 square feet of floor surfaces (this is the top side of the occupied space ceilings) in the areas designated by the County.
- f. The Basement Fan Station (Area #4) will require repair of damaged TSI materials, removal of up to 6 linear feet of TSI as designated in up to three locations utilizing glovebag removal techniques, and the cleaning of all accessible surfaces throughout the room from floor level up to 7' above floor level. This will include all surfaces associated with walls, floors, pipe systems, machinery, etc. The intent of this cleaning is to remove the buildup of dust, debris, and other materials which may have over the years become harbingers of dusts which may be contaminated and provide a general clean work area for persons entering the room.

### **CONTAINMENT REQUIREMENTS**

The Contractor shall construct mini-containments or cubes for use while entering the above ceiling spaces included in this work. The mini-containments or cubes must be large enough to allow personnel to perform their tasks and have all necessary tools, supplies, equipment, etc. located within the contained area. Ceiling height in Areas 6, 7 and 8 are at approximately 8'. Ceiling heights in Areas 9 and 10 are approximately 9' to 10'.

Negative air flow within the mini-containments or cubes shall be established utilizing a HEPA filter equipped negative pressure unit capable of moving a minimum of 500 cubic feet of air per minute while all operations are being performed. Negative air flow will remain in place from the time the ceiling hatch is open until all work is completed and the ceiling access hatch is closed. The Contractor shall create appropriate regulated areas when performing work in the Basement Boiler Room and Fan Station.

Work performed within the Basement Boiler Room (Area #3) will be performed within a regulated area to restrict access to unprotected or trained personnel. Drop cloths will be sufficient in this area where needed to preclude contamination of existing surfaces while performing repairs.

Work performed within the Basement Fan Station (Area #4) shall be performed within a negative pressure enclosure after hours when the HVAC system is off. Containment will include negative air flow and installation of a single cube for entry into the space to preclude the possible escape of dust generated during the work into other areas of the basement.

### **THERMAL SYSTEM INSULATION (TSI) REPAIRS**

Contractor shall use wettable cloth with sealant embedded in the cloth to repair damaged TSI. The wettable cloth shall be wetted and wrapped onto the damaged surfaces of TSI. Pipe insulation should have the wettable cloth wrap completely around the pipe diameter and extend at least 2" above or below the damaged area being repaired. Under no circumstances may a Contractor utilize duct tape or any other material besides wettable cloth or its equivalent for the repair of TSI no matter how small the repair may be.

### **CLEAN-UP OF TSI AND FIREPROOFING DEBRIS AND DUST**

Contractor shall HEPA vacuum and wet wipe all effected surfaces in the area to be cleaned as previously described. Cloths/rags used for cleaning dust from surfaces shall be wetted with water treated with a surfactant. All surfaces located within the prescribed area will have all reachable and accessible dust and debris removed in preparation for access by other trades and personnel. Cleaning of all surfaces will include the top of the access panel and the top/sides of the HVAC metal duct adjacent to the re-heat coils.

### **GLOVEBAG REMOVAL OF TSI**

Where glovebag technique is specified for removal of Thermal System Insulation (TSI), all of the following conditions must be met:

1. The Contractor shall follow the procedures recommended by the manufacturer of the glovebags, and the specifications required by Federal OSHA and Cal/OSHA regulations.
2. All critical openings shall be sealed prior to set up of the containment.
3. A HEPA-filtered vacuum shall be in the immediate area for use in conjunction with the bags or in case of a spill.
4. Glovebags may not be used on surfaces where temperatures exceed 150 degrees Fahrenheit.
5. Glovebags may be used only once, and may not be moved or slid for removal of a second section of TSI.
6. At least two persons shall perform Class I glovebag removal as defined by Federal and Cal/OSHA.
7. Before beginning the operation, loose and friable material adjacent to the glovebag operation shall be wrapped and sealed in two layers of 6 mil poly sheeting or otherwise rendered intact.
8. The Contractor shall apply a sufficient volume of amended water to all pipewrap scheduled for removal while it is enclosed in the glovebag.
9. Prior to placement in the disposal bag, glovebags shall be collapsed by removing air within them using a HEPA-vacuum
10. Upon detachment, the glovebag must be immediately placed into at least two 6 mil thick disposal bags. The disposal bags must be sealed using the "gooseneck" sealing technique.

### **FINAL VISUAL INSPECTION CRITERIA**

Upon the completion of all activities listed above, the area will be visually inspected prior to the release of the area and removal of the mini-containment or cube. The visual inspection will include an evaluation of all surfaces within the designated area, with emphasis placed on the completeness of cleaning. Any remaining three dimensional debris shall be removed with the use of a HEPA vacuum or by wet wiping prior to the approval and release of the area.

### **NEGATIVE PRESSURE, EXHAUST, AND MAKE-UP AIR**

Exhaust of the air filtration devices (negative air units) shall be directed outside the building through existing doors or windows when possible. If it is not possible for the exhaust to be directed out of the building the Contractor must be ready to install a second negative pressure unit in an "in line" manor to provide for the exhaust air to be filtered twice before being exhausted back into the building. Negative air flow of mini-containments shall be maintained during all work and until mini-containment has been wet wiped clean of any visible dust or debris and no waste remains.

Work performed in the basement will allow exhaust from the air filtration devices to be directed into the garage area of the basement.

### **COUNTY'S RESPONSIBILITIES**

The County is responsible for removing all personal items and furniture from the areas included in this work to provide full unrestricted access by the Contractor during the project.

### **DOP TESTING**

Testing of all HEPA systems shall include vacuums and negative air filtration devices using DOP or equivalent at the site with proof of testing documentation of units that have passed the DOP testing procedure. The testing procedure must include the following: leak tests around the HEPA filter/air filtration device seal, the HEPA filter, at all seams associated with the construction of the HEPA system, and at all other possible penetration points, including but not limited to, the electrical panel and all components, rivets, screws, etc.

All HEPA systems shall be brought on-site clean. The project manager will inspect the interior of the air filtration devices, and may reject the units from the project if they are brought on-site dirty with visible debris present.

### **Key Tasks:**

1. All work must be performed in compliance with all applicable Local, State, and Federal regulations, including the California Code of Regulations (CCR), Title 8, CCR Title 8, Asbestos in Construction Section, 1529 and this "Scope of Work".
2. All workers involved in this project must be EPA AHERA certified for asbestos related work and at least one EPA AHERA certified Contractor Supervisor will be on-site at all times while asbestos related work is being performed.

3. During all asbestos related work, all employees shall wear disposable coveralls, and hard sole shoes. Tennis shoes, sandals, or soft sole type shoes will not be allowed on the project regardless of the activity being performed. Worker protection for all other work areas shall be in compliance with Cal/OSHA requirements.
4. Personal air monitoring is required to be performed during all above ceiling and asbestos related work performed by the Contractor during this work.
5. At a minimum, half-face respirators with HEPA cartridges and disposable coveralls will be required during clean-up and repair activities of asbestos containing materials. Rubber gloves or leather gloves are required as necessary to conduct the work.
6. The Contractor shall utilize electrical wall plugs for supplying electricity to equipment. The Contractor is responsible for all hook-ups, electrical cords, and GFCI's necessary for attachment. GFCI's are required on all electrical circuits in use.
7. Any dust, debris, or thermal system insulation removed under this contract shall be handled and disposed as a friable, regulated, asbestos containing waste. Any asbestos containing materials removed or rags, scrubbing pads, wire brushes, etc. being used during this work shall be placed into sealed waste bags prior to being removed from the work area. All waste bags of asbestos shall be "goose neck" sealed with tape, labeled with the appropriate DOT, EPA or DOSH labels, and then placed into a plastic lined waste bin or container.
8. Contractor shall make notification to Cal/OSHA not less than 24 hours as required regarding asbestos related work. A copy of this notification shall be posted at the job site or present in the on-site supervisor's job book.
9. The Contractor is responsible for obtaining an EPA waste generator number and the County is considered the waste generator. The Contractor is also responsible for completing all hazardous waste manifests and other documentation for disposal. The County shall sign all waste manifests.
10. The Contractor bids shall reflect disposal costs for all hazardous waste.
11. All work is to be performed at the times designated by the County and its Representatives. All work performed in the Basement Fan Room shall be after hours to allow for the HVAC system to be turned off without impact to the building occupants.

Please provide pricing per area. County may choose to award all or none of the asbestos work by area. In addition, Contractor should provide pricing to conduct any subsequent asbestos spot checking indicating the hourly rate and guaranteed response time.

## II. STATEMENT OF QUALIFICATIONS

All vendors are required to provide the following information with their submissions:

- A profile of the firm outlining its history and experience.
- A detailed listing of asbestos repair and removal experience. Vendors must have a minimum of five (5) years experience in the performance of Asbestos repair and removal.
- A complete list of personnel who will be assigned to this project. This will include relevant experience, qualifications, and responsibilities, etc. In addition, the Contractor shall have knowledge of and be capable of applying all codes, standards and regulations to this project.
- A minimum of three client references from projects of similar size and scope.

## III. ADDITIONAL REQUIREMENTS

- a) Selection will be made by a County Evaluation Team. The Evaluation Team may deem it necessary to schedule presentations and/or interview applicants and key personnel. The County retains the right to interview applicants as part of the selection process. Members of the Evaluation Team are not to be contacted by the proposers.
- b) All work performed shall be in compliance with appropriate OSHA standards, as well as all Federal, State, County, and local ordinances and regulations. Contractor must obtain all licenses and permits required.
- c) All work performed and completed under the resulting agreement is subject to the acceptance of the County or its authorized representative.
- d) Contractors shall furnish to the County, *upon award of contract*, certificate of insurance naming the County as an additional insured party in amounts requested by County and maintain such insurance during term of contract. Insurance coverage must be at minimum those specified in the attached "Insurance Requirements".

## IV. EVALUATION CRITERIA

The County reserves the right to cancel this Request for Proposal for any reason without any liability to any Contractor or to waive irregularities at its discretion. This solicitation does not constitute a contract, offer of employment, or offer of purchase. The County may select any Option or combination of Options outlined in the scope of work at its own discretion. The County makes no representation that any contract will be awarded to any respondent to this solicitation. The County also reserves the right to reject any and all proposals at its sole discretion.

The contract(s), if awarded, will be awarded to the Contractor whose proposal is considered the best value to the County. Best value will be determined based on price, responsiveness, and responsibility:

- a) The lowest price is determined by the total cost to the County.
- b) Responsiveness means a Contractor who has submitted a proposal that conforms to the solicitation documents in all material aspects.
- c) A responsible Contractor shall mean a Contractor who has the capability, in all respects, to fully perform the contract requirements and the moral and business integrity and reliability that will assure good faith performance. Qualifications, interview, financial history and experience may all be taken into consideration.

Thus the result will not be determined based solely on price. Although price is a factor, the County will consider awarding the contract(s) to the Contractor that meets the best interest of the County as interpreted by the County.

The County may award all or part of the areas listed in this RFP and the subsequent spot check and repair work to one or more vendors.

Both the Asbestos Repair and Removal Proposal form and Spot Check Proposal form must be included with the Contractor's proposal.

**~~V. PRE PROPOSAL CONFERENCE~~**

~~A pre proposal conference & discussion, followed by a site walk will be held on April 20, 2010, beginning at 9:00 am.~~

~~Time: April 20, 2010 9:00 am  
Place: Meet at the Yuba County Courthouse  
215 5<sup>th</sup> Street  
Marysville, CA 95901~~

~~We will have a required pre-proposal conference & courthouse walk through. The County anticipates that the information provided will be very helpful and will improve proposals; therefore encourages participation in the site walks.~~

## VI. PROPOSAL SUBMITTALS

Please include the following with your proposal in this order:

- Statement of Qualifications
- Scope of Work
- Detailed Cost Estimate
- Workers Compensation History
- Key Employee Information
- Attached Proposal Form for Asbestos Repair and Removal
- Attached Proposal Form for Spot Check and Removal

## VII. TERMS AND CONDITIONS

Proposals are subject to the following terms and conditions:

- a) **Contract Term:** The term of the agreement resulting from this solicitation is expected to be no more than six months. The contract is expected to start in May 2010.
- b) **Contract Form:** The final contract(s) will incorporate the appropriate terms and conditions from this solicitation.
- c) **Submittal Instructions:** Before submitting a proposal, Contractors shall fully inform themselves as to all conditions and limitations and shall include in the proposal a sum to cover the cost of all items. Two copies of proposals must be submitted in a sealed envelope, clearly marked "***Asbestos Repair and Removal Project***" to:

Yuba County Department of Administrative Services  
Attn: Purchasing and Contracts  
915 Eighth Street, Ste. 119  
Marysville, California 95901

No responsibility will attach to a County employee for the premature opening of a proposal not properly addressed and identified. Proposals will not be publicly opened and read. Proposals will be privately reviewed and evaluated by a County evaluation team.

- d) **Proposal Due Date:** In order to be considered, proposals must be received at the above address not later than ***April 28, 2010 at 5:00pm***. A proposal may be withdrawn by written request received from the County prior to the time set for the closing date.
- e) **Proposal Validity:** Proposals must be valid for a period of not less than ninety days after the solicitation closing date.

- f) **Contact Information:** Andrea Armstrong, Contracts and Purchasing Administrator, is the designated contact person for questions related to this Request for Proposal.
  
- g) **Questions:** All questions must be received in writing by ***Friday, April 23, 2010***. Please submit questions in writing to the address listed above, or by e-mail to: [aarmstrong@co.yuba.ca.us](mailto:aarmstrong@co.yuba.ca.us). Responses will be returned in writing and only the answers in writing will constitute an amendment as the correct, accurate and binding response from the County. All questions and responses will be posted and shared with all participants, applicants and Contractors.

**COUNTY OF YUBA  
PRICE PROPOSAL FORM  
ASBESTOS REPAIR AND REMOVAL PROJECT**

(Please include the 3 page Price Proposal forms along with a Detailed Cost Estimate)

The undersigned has carefully checked all figures in his/her proposal and understands the County of Yuba will not be responsible for any errors or omissions in preparing this proposal. The proposal shall remain valid for any and all services provided for a period of sixty days.

RFP NAME: COURTHOUSE ASBESTOS REPAIR AND REMOVAL

FIRM NAME: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

ADDRESS OF FIRM: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

FEDERAL ID NUMBER: \_\_\_\_\_

BUSINESS LICENSE NUMBER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

PLEASE LIST 3 REFERENCES WITH LOCATION AND TELEPHONE NUMBER:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COUNTY OF YUBA  
PRICE PROPOSAL FORM  
ASBESTOS REPAIR AND REMOVAL PROJECT  
(Per area breakdown is REQUIRED)**

<i>Area</i>	<i>Total Price</i>
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

**COUNTY OF YUBA  
PRICE PROPOSAL FORM  
SPOT CHECK AND REMOVAL**

SPOT CHECK AND REMOVAL – This work would occur subsequent to the specified asbestos repair and removal indicated in this RFP.

HOURLY RATE: \_\_\_\_\_

GUARANTEED RESPONSE TIME: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ADDITIONAL COMMENTS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**INSURANCE REQUIREMENTS**  
**for**  
**Environmental Contractors and/or Contractors**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. With respect to General Liability, Errors & Omissions, Contractors Pollution Liability and/or Asbestos Pollution Liability, coverage should be maintained for a minimum of five (5) years after contract completion. If Contractor fails to maintain the Insurance provided herein, County may secure such insurance and deduct the cost thereof from any funds owing to Contractor.

*Minimum Scope of Insurance*

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01 or Claims Made Form CG 00 02).
2. Insurance Services Office Form No. CA 00 01, covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability insurance.
4. Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions.

*Minimum Limits of Insurance*

Contractor shall maintain limits no less than:

- |  |  |   |
|--|--|---|
| 1. General Liability:<br>(including operations,<br>products and completed<br>operations, as applicable.) | <b>\$2,000,000</b>                     | Per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability:   | <b>\$1,000,000</b>                     | Per occurrence for bodily injury and property damage.   |
| 3. Workers' Compensation:  | As required by the State of California |   |

4. Employer's Liability:	<b>\$1,000,000</b>	Each accident, <b>\$1,000,000</b> policy limit bodily injury by disease, <b>\$1,000,000</b> each employee bodily injury by disease.
5. Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions:	<b>\$1,000,000</b>	Each occurrence/ <b>\$2,000,000</b> policy aggregate, including Errors & Omissions if professional services are included under contract.

*Deductible and Self Insured Retentions*

Any deductibles or self-insured retentions must be declared to and approved by the County. If possible, the Insurer shall reduce or eliminate such deductibles or self insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall provide evidence satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

*Other Insurance Provisions*

- A. The General Liability, Automobile Liability, Contractors Pollution Liability and/or Asbestos Pollution policies are to contain, or be endorsed to contain, the following provisions:
  - 1. The County, its officers, officials, employees and volunteers are to be covered as insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations; Contractors Pollution Liability and/or Asbestos Pollution. No policy shall contain an "Insured v. Insured" exclusion.
  - 2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
  - 3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by the Insurer except after thirty (30) days prior written notice has been given to the County.
- B. The Automobile Liability Policy shall be endorsed to include Transportation Pollution Liability insurance covering materials to be transported by the Contractor pursuant to the contract. This coverage may also be provided on the Contractors Pollution Liability policy.
- C. If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverage's are written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of work.
4. A copy of the claims reporting requirements must be submitted to the County for review.
5. If the services involve lead-based paint or asbestos identification / remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and definition of "Pollution" shall include microbial matter including mold.

#### *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII if admitted. If Contractors Pollution Liability, Asbestos Pollution and/or Errors & Omissions coverage's are not available from an admitted insurer, the coverage may be written by a non-admitted insurance company. A non-admitted company should have an A.M. Best's rating of A:X or higher. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

#### *Verification of Coverage*

Contractor shall furnish County with endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that Insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the County, unless the insurance company will not use the County's form. All endorsements are to be received and approved by the County before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. As an alternative to the County's forms, the Contractor's insurer may provide complete copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

#### *Waiver of Subrogation*

Contractor hereby agrees to waive subrogation which any insurer of contractor may acquire from vendor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the contractor, its employees, agents and subcontractors.

*Subcontractors*

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.