

DEC 23 2019

Approved

REQUEST FOR AGENDA PLACEMENT FORM

Submission Deadline - Tuesday, 12:00 PM before Court Dates

SUBMITTED BY: Ralph McBroom
TODAY'S DATE: December 17, 2018

DEPARTMENT: Purchasing

DEPARTMENT HEAD: Ralph McBroom

REQUESTED AGENDA DATE: December 23, 2019

SPECIFIC AGENDA WORDING: Consideration of Proposal for Asbestos Abatement Services for former Bank Building on 102 S. Mill Street, Cleburne, Texas from Abadon Environmental, LLC. for \$5,700.

PERSON(S) TO PRESENT ITEM: Ralph McBroom C.P.M.

SUPPORT MATERIAL: (See attached)

TIME: 5 min	ACTION ITEM: X
(Anticipated number of minutes needed to discuss item)	WORKSHOP
	CONSENT:
	EXECUTIVE:

STAFF NOTICE:

COUNTY ATTORNEY:	IT DEPARTMENT:
AUDITOR:	PURCHASING DEPARTMENT:
PERSONNEL:	PUBLIC WORKS: X
BUDGET COORDINATOR:	OTHER:

*****This Section to be completed by County Judge's Office*****

ASSIGNED AGENDA DATE: _____

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE _____

COURT MEMBER APPROVAL _____ Date _____



ABADON ENVIRONMENTAL .LLC

011,20 2019

Daniel Mendez
Abadon Environmental, LLC.

469-478-9787
EMAIL: dmendezabadon@gmail.com

Project:

**Asbestos Abatement of
VACANT COMMERCIAL BUILDING
102 S. MILL STREET CLEBURNE, TEXAS 76033**

Abadon Environmental (AE) appreciates the opportunity to present this proposal for the abatement of asbestos containing material(s) at above referenced site as further identified in the scope of work section of this proposal.

Abadon will perform the work per local, state and federal guidelines, including regulations of the Environmental Protection Agency (EPA), Occupational Safety & Health Administration (OSHA), and the Texas Department of State & Health Services (DSHS).

Our bid includes combined insurance coverage of \$ 2,000,000 limits on General Liability & General Aggregate (including contractors pollution liability). Microbial (mold) services, Employers Workman's Compensation Liability of \$ 1,000,000 limits.

Abadon is licensed by the Texas Department of State Health Services (DSHS) as an **Asbestos Abatement Contractor**.

Notification of regulatory agencies (DSHS / EPA) is required prior to performing work. **Upon a signed notice to proceed, Abadon will file the mandatory ten (10) working day notification to DSHS for the owner. The DSHS fee is not included with our bid and is to be paid by owner or others.** DSHS will send this removal fee invoice directly to the building owner representative for direct payment. Fees are determined by the quantity of asbestos to be abated.

Abadon appreciates the opportunity to submit this proposal, and we look forward to the opportunity to demonstrate our professional capabilities. **To proceed, please return one signed copy of this proposal, issue a notice to proceed or purchase order so that we may schedule the work.**

Cordially,

Daniel Mendez

Estimator

SCOPE OF WORK This bid proposal includes the following environmental services:

- A. Scope of Work to be Completed.** The following items and quantities are included as part of Abadon bid proposal. Abadon has included abatement of the following materials and associated quantities (sf = square feet, lf = linear feet). See attached **Abadon Scope of work.**
- 1. Asbestos Abatement**
 - 2. Proper Removal of 384 ft2 of sheetrock wallboard texture (crows foot pattern) in the smaller drive-thru rooms and restroom at the west end of the building**
 - 3. 24 ft2 of black mastic under the vinyl floor tile in the restroom**
 - 4. 126 ft2 of sheetrock wall/ceiling joint compound and texture in the HVAC room**
- 3. Prep – Per OSHA / EPA / TDSHS regulations and specifications.**
- B. Site Specific Bid Qualifications:**
1. Where applicable, owner or others to remove all contents and / or furnishings from the affected work areas
 2. Bid based on power and water at the site.
- C. Personnel Protective Equipment:**
1. 3M or Honeywell (North) Brand ½ mask negative pressure respirators and / or Honeywell (Survivair) Power Air Purifying Respirators (PAPR)
 2. Protective suites, safety glasses, hard hats, safety gloves, safety vests.
- D. Air Testing / Consulting (by owner):** Per state regulations, owner to provide and pay for separately an independent third party, state licensed consultant to monitor / design the project. Owner's air lab to provide compliance air testing and a final inspection of the abatement work. Bid based on Phase Microscopy (PCM) analysis for clearance with an industry accepted air clearance criteria of 0.01 f/cc. Cost for the air-testing lab / consultant are **not included Abadon bid** per state regulations.
- E. Unit Rates:**

PROJECTION DURATION:

Project duration for asbestos abatement is estimated at One (1) work days. Abadon will work **Monday – Sunday, day shifts, and up to 10 hours per work shift(s).**

WASTE TRANSPORT – DISPOSAL:

Asbestos wastes generated will be packaged, labeled, manifested, transported and disposed of by Abadon for the owner to an EPA / DSHS approved landfill. The original (signed) copy of the waste manifest will be sent back to the owner directly by the landfill once burial is complete and landfill signs acknowledging disposal. Only where available, Abadon will use the owner's on-site waste container to dispose of any non-asbestos trash / wastes unless otherwise indicated or requested.

Bid Qualifications – Responsibilities of Owner / Others:

1. **Utilities:** Bid based on the client / owner providing adequate site water & electrical sources for the proposed work. If not available Abadon to provide for cost plus 10% or see Alt. Add.
2. **Parking:** Allow for placement, when applicable, of asbestos disposal containers next to the structure and parking for Abadon employees.
3. **Containment Watch** or Security excluded for when Abadon is not on site.
4. **HVAC System:** When applicable, owner to coordinate and shut down the HVAC System or System(s) requiring shutdown to allow for the abatement process.
5. **Contents:** When applicable, owner in advance to remove any sensitive equipment, furnishings, salvage, items blocking access, contents from the work area(s).
6. **Refurbishment:** Abadon base bid does not include refurbishing finishes, painting, re-insulation, re-installations, restorations or replacements unless specifically stated.
7. **Tape Damage:** Damage to surfaces may occur from securing poly with adhesives as required to contain the work per consultant design or regulations. Window tint may be damaged if Abadon is required to tape to it by consultant. Repairs excluded.
8. **Accessibility:** Materials to be physically accessible, openly exposed, not requiring demolition to access unless specified.
9. **Insurances:** Abadon carries \$ 1,000,000 General Liability & General Aggregate. Any additional coverage's can be provided upon formal request. When requested, owner to be listed as an additional insured and provided with a Waiver of Subrogation. Property / Builder's risk insurance by owner.
10. **Air Testing – Consultant:** DSHS regulations require the owner to provide and pay for all air testing, consulting services independently. Air lab excluded. Bid based on PCM type air clearance. Design, sampling, air monitoring and consulting excluded. Abadon reserves right to adjust pricing or approve of owner selected air lab, consultant, project design-work plan, specifications when not provided / available at time of bid. Owner to request air lab to provide Abadon with a copy of all air results for our records upon completion.
11. **OSHA airs:** Bid based on owner's on site air lab collecting Abadon OSHA required air tests.
12. **AIDJs** bid proposal is to be incorporated into any project / contract documents.
13. **Notice:** Owner or their agent to notify subcontractors, employees, tenants affected by the asbestos abatement work prior to Abadon mobilization as required by OSHA.
14. **Delays:** Abadon will be excused for any delay beyond our reasonable control, such as, Acts of God, labor disputes, accidents, inclement weather, acts of public authority, acts of the Owner, or other unforeseen contingencies.
15. **Status:** Abadon status is that of an independent contractor and to provide services only as indicated by the owner or their representatives.
16. **Fees:** DSHS removal fee, taxes special assessments / charges to be paid by owner.
17. **Project start date and duration shall be mutually agreed upon.**
18. IDJ reserves the right to adjust pricing / time for a change in regulatory enforcement.
19. **Site Conditions:** Bid based on conditions existing at time of bid. If conditions vary or area altered IDJ reserves the right to adjust our bid if they affect our work.
20. **Multi-Layer:** Bid based on a single layer of material(s) unless specifically identified. If multilayer materials (i.e. sheetrock, flooring), etc. are encountered an additional charge will apply to remove each additional layer.
21. Bid based on Abadon bid proposal being incorporated into any contract documents and shall prevail and supersede over any conflicts
22. **See Page 2 Site Specific Bid Qualifications**
23. **Other hazardous materials, if present, are excluded.**

COMPENSATION FOR SERVICES:

• Mobilization / Project Setup	\$ Included
• Asbestos Abatement (See Page 2 Scope of Work Includes Labor, Insurances, Overhead, Profit)	\$ Included
• Materials (Poly, tapes, suites, filters, solvents, bags, etc)	\$ Included
• Trade Equipment (decon unit, negative air units, vacuums)	\$ Included
•	Asbestos Waste
Manifest, Transportation & Disposal	<u>\$ Included</u>
Total Lump Sum Base	\$5,700

UNIT PRICES:

* Asbestos abatement is tax exempt per the Texas sales and use tax section 151.0048(a) (3)(A) of the Texas Tax Code. Abadon pays sales tax on materials.

THE FOLLOWING ARE PROJECTED ESTIMATES FOR THE SERVICES BELOW. ABADON ENVIRONMENTAL WILL NOT BE HELD LIABLE IF ACTUAL PRICES VARY.

TERMS: Completion / Net 30 Days / 10% monthly finance charge or maximum allowed by law on amounts past due 30 days / No Retainer / Bonding Excluded (add 6% to bid for Abadon to provide P&P Bonds). Proposal Valid for 30 Days. Client to pay costs and expenses, including reasonable attorney fees, incurred by Abadon should collection proceedings be necessary.

Please sign below to indicate your acceptance of this proposal, and to serve as your "notice to proceed" with the work. Acceptance also serves as authority for Abadon to file any required notifications to regulatory agencies (DSHS), and to sign the waste disposal manifest on the owner's behalf unless instructed otherwise.

Johnson County

Company Name

Purchase Order # (if applicable)

Roger Harmon

Print Name
Authorized Representative

County Judge

Title

Roger Harmon

Signature

12 / 23 / 2019

Date