



## **ALEDO ISD BOARD MEETING TEMPLATE**

**MEETING DATE:** April 19, 2022

**AGENDA ITEM:** Consider Approval of Hiring Abatement Consultant and Abatement Contractor for Early Childhood Academy Project

**PRESENTER:** Earl Husfeld, Chief Financial Officer and Tyler Boswell, Director of Construction & Facilities

### **BACKGROUND INFORMATION:**

- Pursuant to the Asbestos Hazard Emergency Response Act (AHERA), the Environmental Protection Agency and Texas Department of State Health Services require local education agencies to inspect their buildings for asbestos-containing building material, prepare asbestos management plans, and perform asbestos response actions to prevent or reduce asbestos hazards.
- Texas Administrative Code, Title 25, Part 1, Chapter 295.47 states an environmental consultant must be licensed to design asbestos abatement projects, which includes building surveys, material assessments, air testing, collection of bulk samples, project design, management planning, etc.
- Texas Administrative Code, Title 25, Part 1, Chapter 295.34 states before performing any demolition/renovation in a public building, building owners shall ensure all friable ACM (asbestos-containing building materials) are surveyed and abated in accordance with state law by a licensed abatement contractor.
- To ensure compliance with the above referenced federal and state laws, the District hired an environmental consultant that conducted an environmental review of all district facilities.
- Based upon this review, Vandagriff Elementary School (New Early Childhood Academy) was found to contain ACM.
- District staff recommend the hiring of Drew Consulting Services, Inc. to perform the design/monitoring of the abatement project and HP EnviroVision to perform the actual asbestos abatement work.
- To ensure best pricing and value, the District utilized the Educational Purchasing Cooperative of North Texas (EPCNT) cooperative purchasing method.

### **FISCAL INFORMATION:**

Budgeted costs of \$12,600.00 for Drew Consulting Services, Inc. and \$61,169.00 for HP EnviroVision will be paid from 2019 Bond Funds for the Early Childhood Academy project.

### **ATTACHMENTS:**

Proposals from Drew Consulting Services, Inc. and HP EnviroVision

### **ADMINISTRATIVE RECOMMENDATION:**

The Administration recommends the Board of Trustees approve the hiring of Drew Consulting Services, Inc. as Abatement Consultant and HP EnviroVision as Abatement Contractor for the Early Childhood Academy project as presented.

# DREW CONSULTING SERVICES, INC.

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April 04, 2022

Mr. Tyler Boswell  
Aledo I.S.D.  
Director of Construction & Facilities  
1 Dean Drive  
Aledo, TX 76008

Re: Vandagriff Elementary School.  
Pre-Renovation/Demo Asbestos Abatement Costs & Fees.

Dear Tyler:

The following budget costs include all services and fees associated with the Abatement of all designated Asbestos Containing Materials at Vandagriff Elementary School as described in in HP's Contractor Proposal including Interior Flooring & Exterior Windows. Contractor shall invoice for only the square foot amount of work performed using EPCNT unit rates. Project duration is 12 shifts. 10 hours a day - 7 days a week. This budget proposal includes all State Fees which will be paid by Contractor for Owner.

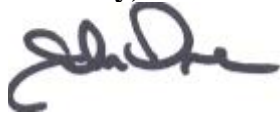
Contractor {HP Envirovision}:	\$61,169.00
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Professional Services/Drew Consulting Consulting/Air Monitoring/Daily Project Management \$700/12 shifts: = \$8,400- Specifications/Plans \$1,200 Final Report, TEM Finals, Pre-Const. fee = \$3,000:	<u>\$12,600.00</u>
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<b>Total Budget Proposal:</b>	<b>\$73,769.00</b>
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Thank You Tyler & please call me with any questions. (214) 384-2237.

Sincerely,



John Drew  
Drew Consulting Services, Inc.  
TDSHS Asbestos Consultant License # 10-5252  
TDSHS Mold Consultant License # MAC-0130



# HP EnviroVision

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March 31, 2022

PROPOSAL #Q1935-22-R1

Mr. Tyler Boswell  
Director of Construction & Facilities  
Aledo ISD  
1 Dean Drive  
Aledo, Texas 76008

[drewconsulting@yahoo.com](mailto:drewconsulting@yahoo.com)

RE: Aledo ISD  
Vandagriff Elementary School – REVISION #1  
408 FM 1187 South  
Aledo, Texas 76008

**HP ENVIROVISION (HP)** appreciates the opportunity to present this EPCNT unit rate proposal for the **abatement of asbestos containing materials** at above referenced site as further identified in the scope of work section of this proposal.

HP to 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 **\$10,000,000 limits** on Auto & General Liability (including contractor's pollution liability). Microbial (mold) services, Employer's Liability \$1M limits with Statutory Worker's Compensation insurance.

HP is licensed by the Texas Department of State Health Services (DSHS) as an asbestos abatement contractor (**#80-0630**), asbestos transporter (**#40-0178**), certified as a **"Lead Firm," Certification Number #2110142**, licensed Mold Remediation Company **#RCO 0106**, and a Mold Contractor (Quinn Johnsen), **#MRC 1545**.

HP to prepare and file the two-week state notification to the DSHS for the owner upon proposal approval.

HP 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.**

Respectfully,

Quinn Johnsen  
Vice President

310 E. Trinity Blvd. Suite 800, Grand Prairie, TX 75050, (972) 399-0068, Fax 972-986-6013

## SCOPE OF WORK

This bid proposal includes the following environmental services:

### **Vandagriff Elementary School, 408 FM 1187 South, Aledo, Texas:**

**Scope of Work to be Completed.** The following items and quantities are included as part of HP's bid proposal and as identified during the on-site visit conducted on March 24, 2022 and from information provided by Drew Consulting Services. HP has based this proposal on performing the work per our standard asbestos abatement work procedures, upon applicable federal and state regulations, upon the anticipated requirements of the Drew Consulting project specifications document, and upon verbal instructions given to HP.

- The removal and disposal of ~ 11,488 square feet of carpet/floor tile/mastic from the southern portion of the school. All non-ACM floor tile to remain.
- The removal and disposal of ~80 square feet of transite wall panels within the electrical closet in the north building scheduled for demolition. All electrical equipment removed from walls by owner prior to the HP start date.
- The removal and disposal of 70 windows and associated window glazing/exterior caulking from the north building scheduled for demolition. Proposal based upon NESHAP removal methods. Proposal excludes covering window openings after window removal.

#### **I. Site Specific Bid Qualifications:**

- 1) Bid based on suitable electricity and water at the site. Owner's General Contractor to connect HP's GFCI panels to 100 amp breakers at no cost to HP.
- 2) Aledo ISD to remove all contents, furniture, wall hangings, etc. prior to the HP start date.

#### **II. Work Area Preparation:**

HP to prepare the abatement work area(s) per the minimum federal and state regulations in attempt to minimize the cost to the owner. HP was not provided a project specifications document for this proposal.

#### **III. 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 suits, safety glasses, hard hats, safety gloves, safety vests, and when applicable for elevated work safety body harnesses and lanyards.

#### **IV. 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 consultant to provide compliance air testing and a final inspection of the abatement work. **Bid based on Phase Contrast Microscopy (PCM) or Transmission Electron Microscopy (TEM) 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 in HP's bid** per state regulations.

## PROJECT DURATION

Project duration for the carpet/floor tile/mastic in the southern portion of the building is estimated at **seven to eight (7-8) working shifts** and an **additional three to four (3-4) shifts** for the window removal in the northern building. HP will work Monday - Friday day shifts, and up to 10 hours per work shift.

## WASTE TRANSPORT - DISPOSAL

Asbestos wastes generated will be packaged, labeled, manifested, transported and disposed of by HP 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, HP 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. This proposal is based upon the General Contractor's electrician connecting HP's power panel to the on-site electrical panel at no charge to HP. HP to provide all necessary SO cabling to connect GFCI power panel.
- 2) **Parking;** allow for placement, when applicable, of asbestos or disposal containers next to the structure and parking for HP employees.
- 3) **Containment Watch** or Security excluded for when HP is not on site.
- 4) **Contents;** When applicable, owner in advance to remove any sensitive equipment, furnishings, salvage, items blocking access, contents from the work area(s).
- 5) **Refurbishment;** HP's base bid does not include refurbishing finishes, painting, re-insulation, reinstallations, restorations or replacements unless specifically stated.
- 6) **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 HP is required to tape to it by consultant. Repairs excluded.
- 7) **Accessibility;** Materials to be physically accessible, openly exposed, not requiring demolition to access unless specified.
- 8) **Insurances;** HP carries \$10,000,000 combined limits on Auto & General Liability, \$1M on Employers Liability & Mold and Statutory on Workmen's Compensation. Any additional coverages can be provided on a cost +15% basis. When requested, owner to be listed as an additional insured and provided with a Waiver of Subrogation. Property / Builder's risk insurance by owner.
- 9) **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 or TEM type air clearance. Design, sampling, air monitoring and consulting excluded. Owner to request air lab to provide HP with a copy of all air test results for our records upon completion.
- 10) **Multi-Layer;** Bid based on a single layer of material(s) unless specifically identified. If multi-layer materials (floor tile and/or carpet), etc. are encountered an additional charge will apply to remove each additional layer.
- 11) **Flooring materials;** covered by fixed items (walls, cabinets, etc.) or in slab stress cracks are excluded. HP to abate up to covered surfaces.
- 12) **Flooring materials;** an additional charge may apply to abate excessive floor filler / leveler (>0.5 inch thick and/or covering >5% of the work area), non-asbestos mastics.
- 13) **Notice;** Owner or their agent to notify subcontractors, employees, tenants affected by the asbestos abatement work prior to HP's mobilization as required by OSHA.
- 14) **Delays;** HP 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;** HP's 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) **Commencement;** Project start date and duration shall be mutually agreed upon.
- 18) **Regulatory Changes;** HP 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 are altered, HP reserves the right to adjust our bid if they affect our work.
- 20) **Contract Inclusion;** Bid based on HP's bid proposal being incorporated into any contract documents and shall prevail and supersede over any conflicts.
- 21) **See Site Specific Bid Qualifications.**
- 22) **Other hazardous materials,** if present, are excluded
- 23) **Changes to Scope;** If required, any alteration and/or deviation from this proposal involving a change in costs or duration will be executed only upon written orders. Additions will become an extra charge over and above this bid proposal.

**COMPENSATION FOR SERVICES PER EPCNT RATES:**

Mobilization / Project Setup	\$ 995.00
Asbestos Abatement (See Page 2 Scope of Work)	\$ 60,174.00
Overtime Labor Costs (7 Days per Week)	\$ Included
Travel Expenses	\$ Included
Labor, Insurances, Overhead, Profit	\$ Included
Materials (poly, tapes, suits, filters, solvents, bags, etc.)	\$ Included
Trade Equipment (decons, negative air units, vacuums)	\$ Included
Asbestos Waste Manifest, Transportation & Disposal	\$ Included
File original or amend regulatory notice to DSHS	\$ Included
DSHS Notification Fees (\$300.00I)	\$ Included
Air Testing / Project Design / Consultant Services	\$ <b>by owner</b>
OSHA compliance air testing of HP employees	\$ <b>by owner</b>
<b>TOTAL LUMP SUM:</b>	<b>\$ 61,169.00 *</b>

**[Sixty-One Thousand, One Hundred and Sixty-Nine and 00/100 Dollars]**

**\*Bonds not included (add 2.95% if bonding is required).** Asbestos abatement is tax exempt per the Texas sales and use tax section 151.0048(a)(3)(A) of the Texas Tax Code. HP pays sales tax on materials.

**TERMS:**

Completion / Net 30 Days / 1.5% monthly finance charge or maximum allowed by law on amounts past due 30 days / No Retainage / Proposal valid for 60 days. Client to pay costs and expenses, including reasonable attorneys' fees, incurred by HP 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 HP to file any required notifications to regulatory agencies (e.g. DSHS)**, and to sign the waste disposal manifest on the owner's behalf unless instructed otherwise.

_____ Company Name	_____ Purchase Order # (if applicable)
_____ Print Name	_____ Title
_____ Authorized Representative	
_____ Signature	_____/_____/2022 Date