

EXHIBIT "A" SCOPE OF WORK

1.0 INTRODUCTION

Asbestos abatement services are required for Item/Segment No. 410844-4, Crosstown Parkway from Manth Lane to SR 5/US 1, City of Port St. Lucie, St. Lucie County, Florida. The Florida Department of Transportation, hereinafter referred to as "Department", desires asbestos abatement services on an as-needed basis for response to situations that will require asbestos removal activities. The Vendor understands and agrees the awarding of this contract does not necessarily grant the performance of any specific work. This is a non-exclusive agreement and, in the event the Department determines it to be in the Department's best interest, any or all work as defined in this contract within St. Lucie County and may be awarded by the Department to other vendors.

The purpose of the asbestos abatement and related activities is to remove certain **asbestos containing materials (ACM)** from the buildings acquired or to be acquired by the Department on the 410844-4 project. These facilities shall have been surveyed for the presence of ACM.

The Department will provide a Project Manager for administering the terms of this Agreement. In the Project Manager's absence, the Department shall authorize another individual to perform Project Manager duties.

The Vendor will need to coordinate with the Department's asbestos consultant regarding the date that abatement is to begin, since the asbestos consultant shall be responsible for monitoring the abatement.

Additionally, the Department has contracted with a Right of Way (R/W) Consultant on this project and Vendor shall coordinate all activities with the R/W Consultant designated by the Department.

2.0 STANDARDS AND WORK ASSIGNMENT

Asbestos abatement activities are to be conducted by an asbestos abatement Vendor licensed pursuant to Sections 469.001 through 469.014, Florida Statutes (F.S.) (proof of license must accompany bid). Asbestos abatement shall be in accordance with the National Emission Standards for Hazardous Air Pollutants (NESHAP), 40 Code of Federal Regulations (CFR) Part 61, Subpart M; Occupational Safety and Health Administration (OSHA) 29 CFR 1910.1001 and 1926.1101; U.S. Department of Transportation 49 CFR 171 and 172 Hazardous Material Regulations and all updates thereto; and recommendations made by the Florida Department of Environmental Protection (FDEP) or its designated authority. Specifications for abatement shall be provided to the Vendor prior to such time as a notice to commence work is delivered to the Vendor.

- 2.1 The Department shall request Vendor services on an as-needed basis. Services to be provided by the Vendor under this agreement shall be initiated and completed as directed by the Department or the Department's authorized representative for each facility assigned under this agreement. Individual

facilities shall be assigned by a "Letter of Authorization" (LOA). No work shall be commenced by the Vendor until receipt of the LOA.

- 2.2 The Vendor shall accomplish all work in accordance with Department procedures and all applicable local, state and federal regulations, including but not limited to Sections 469.001-469.014, F.S.; 40 CFR Part 61, Subpart M (NESHAP); 40 CFR Part 763 (AHERA); Rule 60A-1.016, Florida Administrative Code (F.A.C.); Rule 62-257, F.A.C.; Rule 62-701.520, F.A.C.; 29 CFR Parts 1910, 1915, 1917, and 1926 (OSHA); and 49 CFR Parts 390 through 397 (USDOT). The Vendor is required to submit all pre- and post-job submittals to the Department's asbestos consultant.
- 2.3 Removal work of ACM hereby agreed to be performed by the Vendor licensed pursuant to Sections 469.001 through 469.014, F.S., shall not begin prior to receiving a Notice To Proceed from the Department. All work shall be completed within the time specified in each LOA from the Department.
- 2.4 The Vendor will furnish all labor, equipment, supplies, and expertise as necessary to carry out this agreement.
- 2.5 The Vendor will, at its own expense, obtain all required permits from the city, county, state, or other public authority.
- 2.6 The Schedule of Prevailing Wage Rates for Mechanics and Laborers on Construction for Federal Aid projects are attached hereto and made a part of this contract. This provides the federal mandate, by county, of the prevailing hourly wage rates. No payment shall be made to the Vendor pursuant to the terms of this Agreement until such time as all work required to be performed under this agreement is complete. Further, no payment shall be made to the Vendor until such time as the Department receives a copy from the Vendor of the waste shipment record received and signed by the disposal waste site owner or operator. All construction contracts exceeding \$2,000 on federal-aid participation jobs are subject to provisions of the Davis-Bacon Act, 29 CFR Parts 1, 3 and 5. The Vendor shall comply with applicable provisions of federal-aid construction contracts, FHWA 1273, attached hereto and made a part of this contract.
- 2.7 Any subcontractor performing asbestos abatement services must meet all requirements for qualification of a licensed asbestos abatement contractor pursuant to Sections 469.001 through 469.014, F.S. before performing any work under this contract.
- 2.8 The Vendor certifies that it and its principals are not presently debarred, suspended, proposed for debarment, declared negligible or voluntarily excluded from covered transactions by any federal department or agency and it has not been convicted or had civil judgment rendered in the past three (3) years.

3.0 SUPERVISORY PERSONNEL

The Vendor shall provide at least one on-site representative, who is the competent person as defined in 29 CFR Part 1926.1101(b). Evidence that the required training has been completed shall be posted and made available for inspection at the work site.

4.0 SUBCONTRACTS

Any subcontractor performing asbestos abatement services must meet all requirements for qualification of a licensed asbestos abatement contractor pursuant to Sections 469.001 through 469.014, F.S. before performing any work under this contract. Evidence that the required training has been completed shall be posted and made available for inspection at the work site.

5.0 EQUIPMENT AND LABOR

The Vendor shall furnish all properly trained workers and supervisory personnel, equipment, supplies, and pre- and post-job submittals, such as daily reports, FDEP and local governmental notifications, training certificates, physician statements, waste shipment records, personnel air monitoring records, etc., in meeting the requirements of this contract.

6.0 PERMITS

The Vendor shall, at its own expense, obtain all required permits from the city, county, state, or other public authority.

7.0 NOTIFICATIONS

Check the appropriate box:

The Vendor shall provide the original notice required by 40 CFR Part 61, Subpart M (NESHAP), as well as any and all revisions, via certified mail, return receipt or via e-mail with verification of receipt.

The Department or the Department's authorized representative shall provide the notice required by 40 CFR Part 61, Subpart M (NESHAP).

If the first box is checked above, proof of timely and proper delivery of the NESHAP notice by certified mail or e-mail must be submitted to the Department's Project Manager within five (5) business days of such delivery.

8.0 MINIMUM NOTIFICATION REQUIREMENT

Regardless of what may be indicated by a representative of the agency responsible for asbestos oversight, ten (10) working days' notice is the minimum that must be given. **Failure to comply with this requirement will be considered to be non-performance and may result in cancellation of this Agreement.**

9.0 EMERGENCY NOTIFICATIONS

In the event the Vendor encounters material on the site defined below as Type I and/or Type II conditions, the Vendor shall immediately stop work in the area affected and report the condition, in writing, to the Department as well as to the Department's asbestos consultant who developed the specifications for removal. The work in the affected area shall not thereafter be resumed except by written direction by the Project Manager or the Department's asbestos consultant referred to herein. In the event either party is required to provide such written notice, notice shall be delivered by the Vendor within twenty-four (24) hours of identification of such differing site conditions. The Project Manager shall then provide written notice to the Vendor within the next business day as to whether or not to resume such work. The LOA may be extended for a reasonable period of time as determined by a representative of the Department upon the representative's inspection of the subject parcel. This reasonable delay shall not then be construed as a delay or suspension pursuant to the contract, provided Type I and/or Type II conditions are determined to be present on the subject parcel by the representative of the Department.

The differing site conditions are defined as follows:

Type I - A condition that is at variance with the conditions indicated in the survey or specification documents, or conditions that differ materially from those indicated in the survey documents.

Type II – Unknown physical conditions at the site, of an unusual nature, that differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the survey or specification documents.

10.0 ABATEMENT OF ACM

Under this contract, ACM shall be abated from structures acquired by the Department. The location and type of the ACM shall be identified in the asbestos survey report, which shall be provided to the Vendor prior to the abatement. The Vendor must comply with all local, state and federal regulations related to asbestos abatement and worker protection. The Vendor must coordinate with the Department's asbestos consultant and prepare all pre-job and post-job submittals per the consultant's request. The Vendor shall be responsible for completing the asbestos disposal form. Proper disposal of all ACM shall be the responsibility of Vendor, and compliance with all applicable OSHA requirements (29 CFR 1910.134 and 29 CFR 1926.58) is required.

11.0 DEPARTMENT RESPONSIBILITIES

The Project Manager shall provide the Vendor with available information relating to the facilities where abatement work is to be conducted. The Project Manager shall also be responsible for providing site access for each facility at the time abatement work is to be conducted. Abatement specifications shall be prepared by the Department's asbestos consultant for each facility in sufficient detail to fully describe all abatement activities and related matters.

12.0 COORDINATION WITH DEPARTMENT

All aspects of each project shall be coordinated through the Project Manager. All authorizations and approvals shall be in writing and executed by the Project Manager prior to commencement of any work. The Vendor will need to coordinate with the Department's asbestos consultant regarding the date that abatement is to begin, since the asbestos consultant shall be responsible for monitoring the abatement. The Project Manager shall also be responsible for providing site access for each facility at the time abatement work is to be conducted.

13.0 DAVIS-BACON ACT

The Vendor will comply with the regulations of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 CFR Part 21, hereinafter referred to as the Regulation, and 41 CFR Part 60), which are herein incorporated by reference and made a part of this Agreement. Vendor further agrees to comply with all provisions of the Davis-Bacon Act, 29 CFR Parts 1, 3 and 5.

14.0 MOTOR VEHICLES

The Vendor shall provide a notarized affidavit stating all motor vehicles he/she operates or causes to be operated are registered in compliance with Chapter 320.F.S