



Date of Issuance: 03/30/2026

Solicitation No. AC0024

Requisition No. AC0024

Amendment No. 1

Hour and date specified for receipt of offers is changed: No Yes, to: _____ CST

Pursuant to OAC 260:115-7-30(d), this document shall serve as official notice of amendment to the solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent.

Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

Sign and return a copy of this amendment with the solicitation response being submitted; or,

If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date in the subject line of the email.

ISSUED FROM:

Linda Martin
Contracting Officer

405-439-6400
Phone Number

Linda.Martin@odot.ok.gov
E-Mail Address

RETURN TO: odotbids@odot.ok.gov

Description of Amendment:

a. This is to incorporate the following:

Amendment 1 covers:
Appendix B Specifications ODOT Abate updated and attached.

Interested Contractors should complete Section b and include this form with their responses.

b. All other terms and conditions remain unchanged.

Supplier Company Name (**PRINT**)

Date

Authorized Representative Name (**PRINT**)

Title

Authorized Representative Signature

**Oklahoma Department of Transportation
ASBESTOS ABATEMENT SPECIFICATIONS**

SECTION 1: GENERAL TERMS

This state contract may be awarded to multiple contractors based on qualifications, experience and pricing. Contractors that do not meet the minimum qualifications and experience will not be considered, regardless of pricing. Minimum qualifications and experience shall consist of current Oklahoma Department of Labor (ODOL) license for the Abatement Company and ODOL certification for all abatement personnel and at least five (5) years' experience in asbestos abatement work for abatement supervisors.

1.1 Effective date and contract period

This contract becomes effective when fully executed by all parties and will remain in effect until June 30, 2026. Upon mutual agreement by the State and the Contractor, this contract may be renewed for another year, for up to three (3) renewals, at a negotiated price escalation not to exceed 2% which may occur at the time of renewal.

SECTION 2: SCOPE OF SERVICES

The required services will involve the removal and disposal of asbestos containing materials in facilities and facility components (including buildings and structures) for the specified contract. The scope of service under this contract will include, but not be limited to the following:

- 2.1 Contractor will remove, as detailed in each Task Order, all friable asbestos containing materials (ACM) and Category II nonfriable material as defined by Oklahoma Department of Labor (ODOL) 40 O.S. § 450-456, Oklahoma Asbestos Control Act and OAC 380:50, Abatement of Friable Asbestos Material Rule, and the Oklahoma Department of Environmental Quality (ODEQ) statute OAC 252:100-40, as amended, and as specified in an approved Project Design, when applicable, which will be provided to the successful contractor.
- 2.2 The removal work shall be accomplished in accordance with the latest versions of U.S. Environmental Protection Agency (EPA) Regulations for National Emission Standards for Hazardous Air Pollutants, 40 CFR Parts 61, and the Occupational Safety and Health Administration (OSHA) Asbestos regulations 29 CFR 1910.1001, 29 CFR 1926.1101 and Respiratory Protection, 29 CFR 1910.134.
- 2.3 Contractor will furnish all labor, materials, services, insurance, equipment, transportation, supplies, expertise and other things necessary for the removal and

disposal of asbestos containing material. Additional Contractor responsibilities are in Section 4 of this Specification.

- 2.4 No sub-contracting of work will be allowed without prior approval from ODOT's Environmental Programs point of contact.

SECTION 3: GENERAL CONDITIONS

- 3.1 A National Emission Standard for Hazardous Air Pollutants (NESHAP) inspection, which documents the location, estimated quantity and type of material to be abated and ODOL approved project design, when applicable, shall be provided to the Contractor for the scope of work activities. No deviations from the requirements in the approved project design are authorized unless written approval for a task order scope change is obtained from ODOT and the design is then properly revised.
- 3.2 Proof of licensing from the ODOL for the Contractor performing asbestos abatement work, the asbestos abatement supervisor and the asbestos abatement workers is required to accompany the bid submittal and with staffing additions.
- 3.3 It shall be up to the Contractor to notify ODOT of the exact quantities prior to submitting the cost estimate documents, if there is a difference from what is stated in the NESHAP Report and the Project Design.
- 3.4 Contractor will, at its own expense, obtain all required permits from the city, county, state or other public authority and provide copies to ODOT.
- 3.5 It shall be noted that no utilities are available at the job site(s). Contractor shall provide temporary utilities needed to complete the work. Any connections shall be acceptable to appropriate regulatory agencies and shall be removed at completion of work. Contractor will supply equipment needed for transport and storage of water needed to perform work.
- 3.6 Work contracted herein, as authorized by each Task Order, shall not be considered complete until the final clearance air samples indicate presence of 0.01 or less fiber structures per cubic centimeter in accordance with the monitoring requirements prescribed by rules of the ODOL.
- 3.7 No bills for materials, services and expenses not listed in Sections 11 shall be reimbursable by ODOT. Those costs necessary to complete the work are considered to be included in the price bid for other items.

- 3.8 No payment shall be made to the Contractor pursuant to the terms of this agreement until such time as all work required to be performed under each task order is complete, unless otherwise specified in the task order.
- 3.9 No payment shall be made to the Contractor until such time as ODOT receives the Final Report containing the list of deliverables in Section 8 of this Specification unless otherwise specified in the task order.
- 3.10 Invoice must comply with Section 10 of this Specification.
- 3.11 The Contractor shall assume full responsibility and liability for the compliance with all standards pertaining to work practices, hauling, disposal, and protection of workers, visitors to the site and persons occupying areas adjacent to the site.
- 3.12 Contractor shall be required to plan and organize abatement activities with other consultants, contractors and/or ODOT staff, as required, to meet abatement schedules.
- 3.13 The Contractor shall confine his equipment, storage of material, and the operation of the workers to the limits of the job site.
- 3.14 The Contractor shall post applicable signs or labels as required by regulations.
- 3.15 All additional public notices required by state or local governments shall also be posted.
- 3.16 The Contractor shall have a hazard communication policy for the safety of workers and shall comply with all applicable provisions of federal, state, and municipal safety laws.
- 3.17 The Contractor will maintain such insurance as will protect him and ODOT from claims under workers compensation acts, and from any other claims or damage for personal injury, including death, which may arise from operations under this contract.

SECTION 4: CONTRACTOR RESPONSIBILITIES

The Contractor will maintain, and have available for inspection at each job site the following:

- 4.1 A copy of the U.S. Environmental Protection Agency Regulations for Asbestos (40 CFR Part 61), OSHA Asbestos regulations (29 CFR 1910.1001 and 1929.1101), and the Oklahoma Department of Labor, 40 O.S. § 450-456 and OAC 380:50, and

Oklahoma Department of Environmental Quality statutes OAC 252:100-40, as amended.

- 4.2 Results of all air samples collected during the project showing the sample number, the location, the amount of air sampled and the laboratory findings stated in fibers per cubic centimeter of air.
- 4.3 A Daily Work Log will be kept by the supervisor documenting the major events that occur each day. This log will provide a comprehensive picture of conditions in and around the job site. It will include:
 - 4.3.1 names of all persons who visit the job site;
 - 4.3.2 names of all persons who enter the work zone;
 - 4.3.3 list of the type of personal protective equipment employed by each person;
 - 4.3.4 details of all accidents, emergencies and/or breakdown of any equipment;
 - 4.3.5 any material, procedural or safety difficulties;
 - 4.3.6 daily names and number of workers on the job;
 - 4.3.7 the time they entered the work area and the time they left;
 - 4.3.8 the nature of the work in progress; and
 - 4.3.9 signed and dated by the Supervisor.
- 4.4 The Contractor will:
 - 4.4.1 Provide equipment and instrumentation required to perform the services under this contract and that said equipment and instrumentation shall be available for the duration of the contract.
 - 4.4.2 Provide abatement of asbestos containing materials and Category I or II non-friable material in facilities and facility components (including buildings and structures), owned or acquired by ODOT in accordance with all state, federal and local regulations and all applicable asbestos laws and regulations.

- 4.4.3 Submit cost estimates for each Task Order Request for Services to ODOT's Environmental Programs Division point-of-contact for review and authorization before work begins.
- 4.4.4 Provide a copy of the EPA Notification of Demolition or Renovation (NESHAP notification) to ODOT Environmental Programs Division prior to field abatement activities.
- 4.4.5 Provide copies of all required permits from the city, county, state or other public authority needed for this project to ODOT Environmental Programs Division prior to field abatement activities.
- 4.4.6 Provide Asbestos Abatement Reports which include documentation of activities performed in representing ODOT, including but not limited to, copies of ODOL reports, submittals, permits and disposal tickets. See Section 8 for list of deliverables.
- 4.4.7 Coordinate all work between ODOT, Project Designer/Air Monitoring Consultants, and any other agencies and/or Contractors involved.

SECTION 5: AIR MONITORING

The Contractor shall be responsible for personal air monitoring as required to ensure compliance with applicable rules and regulation and as requested by ODOT.

ODOT shall provide third-party air monitoring services for all baselines, clearance and area testing when applicable under OAC 380:50-11-7.

- 5.1 Air monitoring will be provided as required during applicable abatement activities.
- 5.2 All sampling and analysis shall be performed in accordance with the latest version requirements of OSHA 29 CFR 1926.1101, the OSHA Technical Manual, and the ODOL Rules and Regulations, unless a specific ODOL variance has been obtained by a competent person knowledgeable in calibration, techniques, detection limits, and number of samples needed.

SECTION 6: WASTE TRANSPORTATION AND DISPOSAL

- 6.1 The waste will be taken to a landfill that is properly licensed and permitted by the ODEQ to accept regulated asbestos waste and will be unloaded in a manner that does not break open the waste containers.

- 6.2 The Contractor will complete a manifest for all loads of waste removed from the job site and provide copies of these manifests to both the ODOL, when applicable and ODOT.

SECTION 7: FAILURE TO COMPLETE ON TIME

For each business day that work required by the Task Order remains uncompleted after the expiration of the Task Order date, the sum specified in the following table will be deducted from any money due the Contractor. The Daily Assessment Rate shown below shall not be considered and treated as a penalty but as liquidated damages due ODOT by reason of inconvenience to the public, added cost of engineering and supervision, and other extra expenditures of public funds due to the Contractor's failure to complete the work on time.

- 7.1 Non-compensable delay is an excusable delay for which the Contractor may be entitled to an extension of time but no additional monetary compensation, as written in ODOT's 2019 Standards Specification Book, Section 108.09.

<i>Dollar Value of task order</i>	<i>Liquidated Damages Daily Assessment Rate</i>
≤ \$200,000.00	\$300.00

SECTION 8: LIST OF DELIVERABLES

- 8.1 Prior to beginning field work on any task order the Contractor shall make available one copy of the following deliverables:

8.1.1 A copy of the submitted EPA Notification of Demolition or Renovation (NESHAP notification).

8.1.2 A copy of all required permits from the city, county, state or other public authority needed to perform the work on this project.

8.1.3 A copy of the waste transporter insurance permits and license.

- 8.2 Within five (5) business days of completion of the work, a final report bearing the Abate number, Task Order number, and the appropriate Federal, State and Parcel number(s) shall be compiled and submitted to ODOT's Environmental Programs Division. This report shall include the following documentation:

8.2.1 Signed waste transportation, disposal and manifest documentation

8.2.2 ODOL inspections and final report

- 8.2.3 Daily Work Logs and time sheets
 - 8.2.4 All correspondence with state and local regulatory agencies
 - 8.2.5 EPA Notification of Demolition or Renovation (NESHAP notification)
 - 8.2.6 Air monitoring reports, if the ODOT Air Monitoring Company is not used.
 - 8.2.7 Written certification that all work has been completed in the manner outlined by the Project Design, when applicable, and in accordance with the intent of all regulations that pertain to this type of project.
 - 8.2.8 Proof of licensing for the Contactor and certification for the Supervisor and worker(s) per each Task Order Request for Services.
 - 8.2.9 Certificate of Insurance.
- 8.3 The contractor may be required to provide copies of all deliverables to the ODOT's project design consultant.

SECTION 9: TASK ORDERS

The purpose of a Task Order is to supplement the basic contract and to provide a vehicle to communicate, define, approve, authorize the scope of services, schedule, fees, provide funding and other parameters related to services to be provided by the Contractor. All efforts which are the Contractor's responsibility and for which the Contractor expects to be compensated must be defined in an approved Task Order. Services provided by the Contractor which have not been included in an approved Task Order or modified Task Order will be considered gratuitous and ODOT will not be obligated to compensate the Contractor for such services.

- 9.1 Any services to be furnished under this contract shall be ordered by issuance of written task orders by ODOT. All Task Orders are subject to the terms and conditions of this contract. Task Orders requested under this contract do not expire with the contract and shall remain in effect as defined by the requirements of the work included in the approved task order and any amendments thereto. In the event of conflict between a task order and this contract, the contract shall have precedence.
- 9.2 Task Orders will be initiated by ODOT, in writing through a Request for Services. Upon receipt of a written Request for Services, the Contractor and ODOT may

discuss the services to be provided under the proposed Task Order and agree generally that the instructions are clearly stated and understood. The Request for Services will include the following:

- 9.2.1 Task Order Number, Abate number, Parcel number, location/address, County, and Construction, Billable and Report Project number(s) and Job Piece number(s).
 - 9.2.2 Copies of any available sketches, pictures, maps, and dimensions to facilitate an understanding of the area, size, project design and scope of each project.
 - 9.2.3 A general description of services to be provided through the requested Task Order, including an approved project design, when applicable.
 - 9.2.4 A general description of the anticipated deliverables.
 - 9.2.5 A schedule to complete the requested services.
- 9.3 Upon receipt of a written Request for Services and as further instructed by ODOT, the Contractor will prepare a Consultant Request for Task Order Approval. The purpose of the Consultant Request for Task Order Approval is to establish specifically and in a detailed format the services to be provided, the schedule for completion, compensation, and other parameters under which the work is to be completed. Each Consultant Request for Task Order Approval must include the following:
- 9.3.1 Task Order Number, Abate number, Parcel number, location/address, County, and all Construction, Billable and Report Project number(s) and Job Piece number(s).
 - 9.3.2 Contractor name, address and Contract Number.
 - 9.3.3 Detailed, definitive, and specific scope of services including project limits (if applicable) for services to be provided.
 - 9.3.4 Man-hour detail including personnel classifications, hourly rates, lodging rates and per diem, if applicable, as per the approved contract line items.
 - 9.3.5 Calculated cost of Task Order based on contract line items as bid and awarded. Task Orders will be hourly rate and cost-plus fixed fees, as approved, with the exception of per diem and lodging, subcontractors and ODOL fees, which will be reimbursed per Section 11.

- 9.3.6 List of deliverables, Section 8.
- 9.3.7 Schedule for completing scope of services including all reviews and approvals by others.
- 9.3.8 Project Manager and/or key personnel to be assigned to the project and location where work will be completed.
- 9.3.9 Signature of Contractor and the date of submittal.
- 9.3.10 Signature block for use by the ODOT in the execution and recording of the date of Task Order Approval.
- 9.4 The following process will be followed in reviewing and approving Consultant Request for Task Order Approval applications.
 - 9.4.1 The Contractor will submit the Consultant Request for Task Order Approval to ODOT for review.
 - 9.4.2 ODOT shall review the Consultant Request for Task Order Approval to determine that it accurately and definitively describes the services to be provided, work to be completed, deliverables and, if applicable, the project limits.
 - 9.4.3 Should it be determined that one or more elements of the Consultant Request for Task Order Approval are not approved by ODOT, such elements shall be brought to the attention of the Contractor. Efforts will be made to negotiate an approval of the elements in question.
 - 9.4.4 After negotiations, if it is determined that resolution cannot be achieved, ODOT may elect to continue negotiations or elect to complete the work using the services of others.
 - 9.4.5 After a Consultant Request for Task Order Approval is received, ODOT will either notify the Contractor that the Task Order will be approved; identify elements which do not meet with the approval of ODOT and are to be considered for negotiation; notify the Contractor that the Task Order is not being approved; or notify the Contractor that the Consultant Request for Task Order Approval is being held for future consideration.
 - 9.4.6 Upon approval of a proposed Task Order, ODOT will execute the Task Order document with a notice to proceed thereby signifying acceptance of the

specific terms and exemplified provisions therein and acknowledging the formality of this Task Order.

- 9.4.7 No additional compensation will be paid due to unforeseen or changed conditions, unless coordinated and approved in advance by ODOT through a modification to the Task Order.

SECTION 10: INVOICING INSTRUCTIONS

- 10.1 Each invoice shall include the following:

10.1.1 Task Order number, Abate number, Parcel number(s), County, Construction and Billable Project number(s) and Job Piece number(s).

10.1.2 Description of services performed, including a detailed breakdown by billing category as listed in Section 11.

10.1.3 Employer Identification Number.

10.1.4 Contractor's name, remit to address, telephone number, date of invoice and amount due.

- 10.2 The Contractor's invoice shall be accompanied by the most current ODOT Consultant Invoice Form and supporting documentation including daily work logs, time sheets and hotel receipts, when applicable.

SECTION 11: LABOR AND ABATEMENT UNIT PRICES

- 11.1 Labor rates

11.1.1 Labor shall be paid for the hours worked at the project site and for travel to and from the place of business and project site. Time begins at your place of business when leaving for the project site and ends daily when leaving the project site (when overnight stay is required), ultimately concluding upon arrival at your place of business when the abatement is complete.

- 11.2 Mileage

11.2.1 Mileage will be calculated based on any reliable internet map source to and from place of business to project site.

11.2.2 Vicinity mileage for personnel around the site **will not** be compensated.

11.2.3 Mileage rate will be determined by the current [Government](#) rates.

11.3 Lodging and Per Diem

11.3.1 Lodging will be paid at current government rates when the distance from the place of business to the project site exceeds 60 miles. (www.gsa.gov). Reimbursement will only be made with appropriate documentation including lodging receipts, listing employee/occupant's name and length of stay. If a contractor chooses to have employees share rooms, ODOT will only pay for the exact number of occupied rooms as documented on the receipt.

11.3.2 Per Diem for meals and incidental expenses (M&IE) will be paid at current government rates (per employee) only to the extent that overnight stay is necessary and authorized under this contract. M&IE for the first and last day of travel will be paid at 75% of the daily M&IE allowance.

11.4 Asbestos Abatement Unit price

11.4.1 This unit price bid shall include all equipment, supplies, and materials required to remove, transport and properly dispose of the asbestos containing material (ACM) and Category II material, *excluding labor*.

11.5 Subcontracting

11.5.1 Must be approved in advance.

11.5.2 Subcontracted work shall be compensated at direct cost, invoice, plus 3%, for administrative expenses.

11.6 Other Waste

11.6.1 Wet Demolition Waste – bulk asbestos waste resulting from a wet demolition that does not meet the description of any other abatement unit pricing.

11.6.2 Asbestos Contaminated Debris – bulk non-asbestos items that have become contaminated with asbestos prior to or during the abatement process.

11.7 Miscellaneous Items

11.7.1 ODOL Fees at cost

BID Tab Sheet

Personnel Classification	Hourly Rate
Asbestos Abatement Supervisor	
Asbestos Abatement Worker	

ACM	DOLLAR AMOUNT	UNIT
Ceiling Texture (Popcorn) only		Per Square Foot
Ceiling Texture (Other) only		Per Square Foot
Wall Texture only		Per Square Foot
Sheetrock/Wallboard with ceiling texture ¹		Per Square Foot
Sheetrock/Wallboard with wall texture ¹		Per Square Foot
Sheetrock/Wallboard with Joint Compound ¹		Per Square Foot
Joint Compound only		Per Square Foot
Sheetrock/Wallboard with Taping Compound		Per Square Foot
Taping Compound only		Per Square Foot
Wall Mastic		Per Square Foot
Blown-In Insulation ²		Per Square Foot
Spray-On Fireproof Insulation		Per Square Foot
Floor Tile (Vinyl)		Per Square Foot
Floor Tile (Asphalt)		Per Square Foot
Floor Tile Mastic		Per Square Foot
Vinyl Sheet Flooring		Per Square Foot
Leveling Compounds and Fillers		Per Square Foot
Stair Treads		Per Linear Foot
Thermal Pipe Insulation(\leq 6" diameter)		Per Linear Foot
Thermal Pipe Insulation (> 6" diameter)		Per Linear Foot
Thermal Fitting Insulation (\leq 6" diameter)		Per Linear Foot
Thermal Fitting Insulation (> 6" diameter)		Per Linear Foot
Thermal Vibration Isolators		Per Square Foot
Valve Packing		Per Each

Boiler Insulation		Per Square Foot
HVAC Duct Insulation		Per Linear Foot
HVAC Gasket		Per Each
Roof Felt		Per Square Foot
Roof Cement		Per Square Foot
Waterproof Flashing		Per Linear Foot
Window Caulk		Per Linear Foot
Stucco		Per Square Foot
Galbestos		Per Square Foot
Category II Non Friable		Per Square Foot
Category II Non Friable		Per Linear Foot
Other Waste – Wet Demo		Per Ton
Other Waste – Asbestos Contaminated Debris		Per Yard or Ton
Other approved cost	Cost + 3%	Receipts required
ODOL Fees	Cost	Per OAC 380:50-25-1
Mileage	Government Rates	Per mile
Lodging and Per Diem	Government Rates	Lodging receipts required
Subcontractor	Cost + 3%	Receipt required

¹ – Includes associated blown-in insulation that cannot practicably be segregated.

² – “Stand alone” blown-in insulation abatement cost