

ASBESTOS ABATEMENT

At

HOLICONG MIDDLE SCHOOL

For

**Central Bucks School District
20 Welden Drive
Doylestown, PA 18901**

Project Manual

Date: February 1, 2017

For

**Central Bucks School District
Administrative Offices, 20 Weldon Drive
Doylestown, Pa 18901**

**Criterion Laboratories, Inc.
3370 Progress Ave, Suite J
Bensalem, Pa 19020**

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

PROJECT MANUAL - DRAWING INDEX & TABLE OF CONTENTS

00 00 00 - Cover
00 00 01 - Table of Contents

DRAWINGS

AA-1 First Floor, Asbestos Abatement
AA-2 Second Floor, Asbestos Abatement

PROCUREMENT AND CONTRACTING REQUIREMENTS

	<u>Number of Pages</u>
00 11 16 - Invitation to Bid	1
00 21 13 - Instructions to Bidders	7
00 21 20 - Pennsylvania Prevailing Wage Rate	9
00 42 16 - Proposal Form-Stipulated Sum for Asbestos Abatement	6
00 43 13 - Bid Security Form	3
00 45 13 - Bidder's Qualifications (AIA A305)	1
00 45 16 - Financial Disclosure Form	2
00 45 17 - Agreement of Surety	1
00 45 19 - Non-Collusion Affidavit	3
00 52 16 - Agreement (AIA A101)	1
00 61 00 - Bond Forms	1
00 61 13.13 - Performance Bond Form	4
00 61 13.16 - Payment Bond Form	4
00 72 16 - General Conditions of the Contract (AIA A201)	1
00 73 00 - Supplementary Conditions	30

DIVISION 01 - GENERAL REQUIREMENTS

01 10 00 - Summary of Work	3
01 26 00 - Contract Modification Procedure	2
01 29 00 - Payment Procedures	4
01 31 00 - Project Management and Coordination	5
01 33 00 - Submittal Procedures	11
01 40 00 - Quality Requirements	5
01 42 00 - References	2
01 50 00 - Temporary Facilities and Controls	2
01 60 00 - Product Requirements	7
01 73 29 - Cutting and Patching	3
01 77 00 - Closeout Procedures	4

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

Number of Pages

TECHNICAL SPECIFICATIONS

SECTION 1 - TERMINOLOGY T-1	3
SECTION 2 - SCOPE OF WORK SOW-1	1
SECTION 3 - TECHNICAL SPECIFICATIONS – CONTAINED SPACE TS-CS/1	16

END OF SECTION 00 00 01

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

SECTION 00 11 16 - INVITATION TO BID

**CENTRAL BUCKS SCHOOL DISTRICT
NOTICE TO BIDDERS**

Sealed bids will be received by the Central Bucks School District at the Operations Center, 320 West Swamp Road, Doylestown, Pa, 18901 until 11:00AM, March 16, 2017 SHARP (prevailing time) at which time bids will be opened and publicly read for the following:

FOR

ASBESTOS ABATEMENT

AT

HOLICONG MIDDLE SCHOOL

A pre-bid meeting for the project will be held 3:00PM, prevailing time, March 8, 2017 beginning in the main lobby at Holicong Middle School, 2900 Holicong Road, Buckingham Township, Pa. IT IS IMPORTANT THAT ALL BIDDERS ATTEND THIS MEETING.

If additional information is required concerning these bids, contact the Michael Nickerson at the Central Bucks School District Operations Center, 320 West Swamp Road, Doylestown, Pa 18901 or by phone (267) 893-4038.

Specifications are available to prospective bidders for downloading at the Bidding Information section of the CBSD Operations Department website at www.cbsd.org/Page/2175. If additional information is required concerning these bids, contact Michael Nickerson at (267) 893-4038. IT IS IMPORTANT THAT ALL BIDDERS ATTEND THE PRE-BID MEETING. THE BID FORM AND DRAWINGS ARE NOT AVAILABLE FOR DOWNLOAD BUT WILL BE PROVIDED TO CONTRACTORS WHO ATTEND THE PRE-BID MEETING.

The Central Bucks School Board reserves the right to reject any or all bids, waive any informality in any bid, to eliminate or reduce quantities, and exercise its judgment as to the comparative merit of the products and services offered.

Sharon Reiner, Board Secretary
Central Bucks School District

INSERTION DATES: February 21, 2017
 February 27, 2017
 March 6, 2017

END OF SECTION 00 11 16

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS

GENERAL

INVITATION TO BID

In accordance with Notice to Bidders, Proposals will be received for the performance of the Project as indicated in the Notice and all other documents included in the Contract Documents.

DEFINITIONS

Whenever in the Project Manual the following terms, or pronouns in place of them are used, their intent and meaning shall be interpreted as follows:

Contract Documents: Agreement covering the performance of the Project with payments therefore, include completion of Working Drawings and detailed Project Manual with all Addenda, Bulletins, Supplementary Conditions and Agreements, that may be entered into, Bid Proposal, Executed Contract, Contract Bonds, all of which documents are to be treated as one instrument whether or not set forth at length in the Form of Contract.

Project: ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL.

Project Manual: Bidding and Contract Conditions and Requirements bound together and furnished by the Engineer/Owner pertaining to the Project.

Drawings: Drawings or reproductions thereof furnished by the Engineer/Owner pertaining to the Project.

Addenda and Bulletins: Written or graphic documents issued by the Engineer/Owner prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

Owner: Central Bucks School District.

Engineer: Criterion Laboratories, Inc, Bensalem, PA; Mike Panepressa (Project Designer #00673)

Bidder: An individual, firm, partnership or corporation acting directly through a duly authorized representative legally submitting a Proposal.

Contractor: Party of the second part to this Contract, for any one of the major Divisions of the work, acting directly or through agents or employees and primarily liable for the acceptable performance of the Project and for the payment of all debts pertaining to the Project.

Surety: The corporate body which is bound with and for the Contractor, and which engages to be responsible for his acceptable performance of the Project and for his payment of all debts pertaining to the Project.

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

DRAWINGS AND PROJECT MANUAL

The Drawings and Project Manual are to provide for the complete construction of the Project and are intended to complement and supplement each other. Any work required by either of them and not by the other shall be performed as if denoted both ways. Should any work be required which is not denoted in the Project Manual or on the Drawings because of an obvious omission but which is nevertheless necessary for the proper performance of the Project, such work shall be performed as fully as if it were described and delineated.

INTERPRETATIONS & SUBSTITUTIONS

No oral interpretation will be made to any Bidders as to the meaning of the Drawings and Project Manual. Should any questions arise as to the true meaning of any item noted on the Drawings, Specifications, or other Contract Documents, Bidder will immediately make a request in writing to the Engineer for clarification. Any requests for substitutions must be made during the bidding period in accordance with Article 3.4.2.1 of the Supplementary Conditions. An interpretation or response to a substitution request will be promptly made in the form of Addenda or Bulletin, and issued to all Bidders receiving Drawings and Project Manual. All such Addenda or Bulletins shall become part of the Contract Documents. No inquiry received within two (2) business days of the bid due date will be given consideration. Failure of a Bidder to receive such interpretation or response shall not relieve said Bidder of any obligation under his Bid as submitted.

CHANGES WHILE BIDDING

During the bidding period, Bidders may be furnished Addenda or Bulletins for additions to, or alterations of the Drawings or Project Manual, if any, which shall be included in the work covered by the proposals and become a part of the Contract Documents.

EXAMINATION OF SITE AND CONTRACT DOCUMENTS

Each Bidder shall visit the site of the proposed work and fully acquaint himself with the conditions as they exist, so that he may fully understand the facilities, difficulties and restrictions attending the execution of the work under this Contract prior to submitting a bid.

Bidders shall also thoroughly examine and be familiar with the Drawings and Project Manual. The failure or omission of any Bidder to receive or examine any form, instrument or document or to visit the site and acquaint himself with conditions existing, shall in no way relieve any Bidder from obligation with respect to his bid. By submitting a bid, the Bidder agrees and warrants that he has examined the Project Manual, Drawings, Addenda, and Bulletins required in any part of the work for a given result to be produced, that the Project Manual, Drawings, Addenda, and Bulletins are adequate and the required result can be produced under the Project Manual, Drawings, Addenda, and Bulletins. No claim for any extra will be allowed because of alleged impossibilities in the production of the results specified or because of the unintentional errors or conflicts in the Project Manual, Drawings, Addenda, and Bulletins.

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

The Project Manual, Drawings, Addenda, and Bulletins shall be considered as a whole and shall not be separated during the bidding or construction period. Division of Project Manual into Divisions and Sections is solely for organization and is not intended to define trade responsibilities, unless specifically stated. Contractor is responsible for work of Division 1 as well as those items indicated under his Contract. Contractor shall be held responsible for reviewing and understanding the relationship between his work and the work of other Contracts, if being Bid separately, by becoming thoroughly familiar with the Drawings, Project Manual, Addenda, and Bulletins of other contracts. Contractor shall be responsible for all his work and, if he divides the Drawings, Project Manual, Addenda, and Bulletins for use of Subcontractors and material suppliers, he does so at his own risk.

Original Construction Drawings of the existing building and later additions and alterations are available for inspection from the Owner and will be available during the bidding and construction periods for the use of Contractors. Data indicated in these documents are not intended as representations or warranties of accuracy or continuity of existing conditions. It is expressly understood that the Owner will not be responsible for interpretations or conclusions drawn therefrom by the Contractor. Data is made available for the convenience of the Contractor.

OBLIGATION TO BIDDER

At the time of the opening of the bids, each bidder will be presumed to have inspected the site and to have read and become thoroughly familiar with the Notice for Bids, Instructions to Bidders, General Conditions, Supplementary Conditions, Bid Specifications and other bidding documents. The failure or omission of any bidder to receive or examine any form, instrument or document or to visit the site and acquaint themselves with the conditions there existing, shall not relieve the bidder from his obligation to furnish all the necessary labor and materials to complete the project at the bid price. A claim of mistake or omission will likewise not excuse a bidder from any obligation under his bid. The submission of a bid will be considered conclusive evidence that the bidder has made such an examination.

DATA FOR BIDS:

Each Bid shall be delivered in a plain sealed envelope marked as follows:

ATTN: PURCHASING DEPARTMENT
SEALED BID FOR:

ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

Bidder's name shall clearly appear on the front of the sealed envelope. All bid/proposal correspondence, pricing, etc., shall be typewritten or hand written in ink.

As noted in the Advertisement, all Proposals will be received until **11:00 A.M sharp** prevailing time, on **March 16, 2017**, at the Operations Center, 320 West Swamp Road, Doylestown, Pa. 18901. Any bid not received by the date and time stated will not be considered by the Owner.

The Bidders are reminded to check the Advertisement, Proposal Form, and other Bidding Documents for the following:

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

1. Pre-Bid Conference date and time.
2. Non-Collusion Affidavit and Agreement of Surety.
3. Contractor's Qualification Statement.
4. Proper form of Bid Deposit in the correct amount.

Prior to submitting Proposal, Bidder shall be familiar with the Drawings, Project Manual and all other documents that will form parts of the Contract, and shall have investigated the site of the Project. Said examination shall be as necessary to satisfy themselves regarding the character and amount of work involved. They shall also have satisfied themselves that the necessary labor and equipment can be secured and that the materials he proposes to use will comply with the requirements therefore and can be obtained by him in the quantities and at the time required.

Bidders are cautioned to carefully read the complete Drawings and Project Manual and all other documents of the Contract to acquaint themselves with requirements therein necessitating coordination of their work with other Contractors required to complete the entire Project. It is understood that the various Bidders have included such work in their bids, even though the same is not specifically mentioned within the Divisions and Sections of the Specifications upon which they are bidding.

During the bidding period, Bidders may be furnished Bulletins modifying the Plans and Specifications. Any such Bulletins shall be taken into account in submitting a Bid and shall form a part of the Contract Documents.

Proposals shall be submitted in duplicate on the Proposal Forms furnished by the Owner properly filled out in the manner designated and duly executed, including Affidavits. Proposal Forms shall not be altered or added to in any way. Bid Documents shall be filled in, in ink or typewritten, in both words and figures. In case of discrepancy, the amount described in words shall govern. The enclosed Forms, as noted below, are part of the Bid package and must be properly completed and submitted in the manner designated:

1. Bid Form (Section 004216)
2. Certified Check, Cashier's Check or Bid Bond (Section 004313)
3. Agreement of Surety (Section 004517)
4. Form of Non-Collusive Affidavit (Section 004519)
5. Contractors Qualification Statement (Section 004513)

Bidders must visit the site of the work and acquaint themselves with existing conditions before submitting a Bid. A Pre-Bid Conference is scheduled on March 8, 2017 at 3:00 PM in the main lobby at Holicong Middle School. **IT IS IMPORTANT THAT ALL BIDDERS ATTEND THIS MEETING.** The Engineer and Owner's representative will be available to answer questions, review project requirements, and the Bidder will be able to observe existing conditions.

A BANK CASHIER'S, BANK TREASURER'S CERTIFIED CHECK OR BID BOND IN FAVOR OF THE CENTRAL BUCKS SCHOOL DISTRICT IN THE AMOUNT OF 10% OF THE TOTAL BASE BID IS REQUIRED FROM EACH BIDDER AND MUST BE ENCLOSED WITH THE BID. It is understood the Bid Deposit will be forfeited to and retained by the Owner as liquidated damages if the Proposal, or any part thereof is accepted by the Owner, and the Bidder fails to execute the contract and furnish required bonds within ten (10)

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

days from the date of Notice of Award. In the event of default and subsequent award of the contract to another bidder, the bidder shall be liable for the difference between the amount of his bid and the amount for which the Owner is obligated to pay on an award to another bidder and any and all costs associated with a rebid, less the ten percent (10%) security. Should the Owner fail to make any awards through no fault or failures on the part of the bidders, then Owner shall return said Bid Deposits.

With the exception of Bid Deposit of the three lowest acceptable bidders, the Bid Deposit of all other bidders will be generally returned within seven (7) calendar days of the opening of the bids. Bid Deposits of the three lowest bidders will be returned after contract has been awarded and signed.

Each Bidder shall submit with his Proposal a statement from Surety certifying that the Surety Company will provide the bidder with a Performance Bond and a Payment Bond, in the full amount (100%) of the awarded contract amount, should the Bidder be awarded the work. The Agreement of Surety shall be in the form as set forth herein and shall be dated, signed and sealed by an authorized officer of the company. Surety shall be licensed to transact business in the Commonwealth of Pennsylvania and appear on the Treasury Department's most current list (Circular 570).

Prior to the start of the guarantee period and before final payment is made, the Bidder who is awarded a Contract shall provide the Owner with a Maintenance Bond, together with power of attorney, in the amount of (10%) of the contract amount to insure the replacement or repair of defective materials or workmanship for two (2) years from the date of final completion.

Attorneys-in-fact who sign Bid Bonds, Contract Bonds, and Proposition of Surety must accompany with each bond or proposition, a certified and effectively dated copy of their power of attorney.

The cost of Bonds shall be paid for by the respective Contractor.

A Non-Collusion Affidavit shall be executed and submitted with the Contractor's Proposal using the form set forth herein. More than one proposal for one contract from an individual, partnership, corporation, or an association under the same or different names will be grounds for the rejection of all proposals in which such bidder is interested.

Each Bidder is required to submit with the bid a current Contractor's Qualification Statement with a sworn statement of his financial responsibility, technical qualifications and evidence that he has completed at least three construction contracts of similar scope within the last two years, each equal to at least 50% of the total amount of the proposal submitted. Bidder shall also secure and submit Major Subcontractors Qualification Statements as required by this section. The above statements shall be submitted with the Bid or prior thereto.

The Bids are to include all labor, materials, accessories, equipment, incidentals and supervision and all other costs of any nature, incidental to, and growing out of all work as shown, specified, indicated, and required, as well as such Unit Price and Alternate Bid items as may be requested or noted for full and total completion of the work. These prices are important and should be carefully stated when Bids are submitted, and in the form, as quoted, on the Bid forms, attached to these specifications. It is not mandatory, upon any bidder, to include all Alternate Bids or Unit Prices. Should any bidder fail to submit any Alternate Bids or Unit Prices, he will, obviously be himself

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

responsible for his act or omission and shall have no claim against the Owner, should the Owner award the Contract to a bidder who has submitted a more satisfactory bid. No additional conditions or provisions may be placed on a bid. Project Documents include specific requirements for Bids to be based on specified products as delineated herein. See the General Conditions of the Contract, Product Options & Substitutions provisions of these documents for information concerning substitution requests.

Bidder shall identify and list on his Proposal Form, each Major Subcontractor to be used on this Project. A Major Subcontractor is defined as any single Subcontractor performing greater than 25% of the work on this project. Bidder shall also secure and submit with the bid package a Contractors Qualification Statements for all Major Subcontractors.

No bid may be withdrawn for forty-five (45) calendar days after the Bid Opening. The Owner reserves the right to accept or reject any or all bids under any Contract for a period of forty-five (45) days after receipt of bids. The contract, if awarded, shall be awarded to the lowest responsible bidder. Whenever two or more bids are equal under the same contract, the Owner has the absolute discretion to award the contract to either bidder.

Public Works Employment Verification Act (Act 127 of 2012): Bidder acknowledges that this bid is for a public works contract and bidder is therefore subject to the provisions, duties, obligations, and penalties of the Pennsylvania Public Works Employment Verification Act (Act 127 of 2012), 43 P.S. 167.1-167.11, which is incorporated herein by reference. The lowest responsible bidder must comply with the Public Works Employment Verification Act by submitting a Commonwealth Public Works Employment Verification Form to the Central Bucks School District prior to award of the Contract. The form and relevant information can be found on the Department Of General Services' web site at www.dgs.state.pa.us. See Article 21 of the Supplementary Conditions, Section 00 73 00.

Contractor is hereby notified and agrees to comply with the terms of all statutes, rules and regulations enumerated in Article 28 of the Supplementary Conditions as it relates to Prevention of Environmental Pollution.

The lowest responsible bidder shall be determined in accordance with statute. The Owner reserves the right to award the contract based upon the Base Bid alone or upon the combination of the Base Bid and selected alternates. The Owner shall have the right to determine which alternates, if any, shall be included in the final determination. The add or deduct amount of any alternates selected by the Owner shall be included in a consistent manner in all bid tabulations.

The Owner will, as soon as practical, award the Contract to the lowest responsible bidder, and it shall have the right to reject any or all Bids, to waive technical defects, and to accept or reject any part of any Bid, if in the judgment of the Owners its best interest shall be served by such action and the Bidder, in accepting the Contract Documents for Bidding accepts these conditions.

The Owner reserves the right to reject the Bid of any Bidder who in the judgment of the Owner, and in accordance with the law, is not in position to perform the Contract. No rights shall accrue to any person submitting a Bid or Proposal until such Bid has been accepted, and a contract awarded, and such contract completely executed in writing by both parties.

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

Bidder warrants to execute the Contract, furnish required Bonds in form as incorporated in the Contract Documents and in amounts specified in Article 11.1 of the General and Supplementary Conditions, furnish required Insurance Certificates, and begin work in accordance with the Project Schedule provided in the Supplementary Conditions. See also Section regarding Liquidated Damages.

END OF SECTION 00 21 13

BIDDING AND CONTRACT REQUIREMENTS

Section 00 21 20 – Pennsylvania Prevailing Wage Rates

- A. The general provisions of the Pennsylvania Prevailing Wage Act, approved August 15, 1961, (Act No. 442), as amended August 9, 1963 (Act No. 342), and the Regulations issued pursuant thereto as amended are applicable to this project.
- B. Prevailing Wage Determinations attached to this section are incorporated into and made a part of the contract. Determinations for this project are included.
 1. The general prevailing minimum wage rates including contributions for employee benefits as shall have been determined by the Secretary of Labor and Industry must be paid to the workers employed in the performance of the contract. The contract shall specifically provide that the contract shall pay no less than the wage rates as determined in the decision of the Secretary and shall comply with the conditions of the Pennsylvania Prevailing Wage Act, cited above, to assure the full and proper payment of said rates.
 2. The contract shall contain the stipulation that such workers shall be paid no less than such general prevailing wage rates and such other provisions to assure payment thereof as hereto set forth in this section.
 3. The contract provisions shall apply to all work performed on the contract by the contractor and to all work performed on the contract by all subcontractors.
 4. The contractor shall insert in each of his subcontracts all of the stipulations contained in these required provisions and such other stipulations as may be required.
 5. The contract shall provide that no workers may be employed on the public work, except in accordance with the classifications set forth in the decision of the Secretary. In the event that additional or different classifications are necessary, the procedure set forth in Section 7 of these Regulations shall be followed.
 6. The contract shall provide that all workers employed or working on the public work shall be paid unconditionally, regardless of whether any contractual relationship exists or the nature of any contract, subcontract and workers, not less than once a week without deductions or rebate, on any account, either directly or indirectly, except authorized deductions, the full amount due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification. Nothing in the contract, the Act or these regulations shall prohibit the payment of more than the general prevailing minimum wage rates as determined by the Secretary to the workers on public work.
 7. The contract shall provide that the contractor and each subcontractor shall post for the entire period of construction the wage determination decisions of the Secretary, including the effective date of any changes thereof, in a prominent and easily accessible place or places at the site of the work and at such place or places used by them to pay workers their wages. The posted notice of wage rates must contain the following information:

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

- a. Name of project
 - b. Name of public body for which it is constructed
 - c. The crafts and classifications of workers listed in the Secretary's general prevailing minimum wage rate determination for the particular project.
 - d. The general prevailing minimum wage rates determined for each craft and classification and the effective date of any changes.
 - e. A statement advising workers that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the contractor and/or subcontractor are not complying with the Act or these Regulations in any manner whatsoever, they may file a protest with the Secretary of Labor and Industry. Any workers paid less than the rate specified in the contract shall have a civil right of action to the difference between the wage paid and wages stipulated in the contract, which right of action must be exercised within six (6) months from the occurrence of the event creating such right.
8. The contract shall provide that the contractor and all subcontractors shall keep an accurate record showing the name, craft and/or classification, number of hours worked per day, and the actual hourly rate of wage paid (including employee benefits) to each worker employed by him in connection with the public work and such record must include any deductions from each worker. The record shall be preserved for two (2) years from the date of payment and shall be open at all reasonable hours to the inspection of the public body awarding the contract and to the Secretary or his duly authorized representative.
9. The contract shall provide that apprentices shall be limited to such numbers as shall be in accordance with a bon fide apprenticeship program registered with and approved by the Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with the provisions of the Apprenticeship and Training Act approved July 14, 1961 (Act No. 304) and the Rules and Regulations issued pursuant thereto shall be employed on the public work project. Any worker using the tools of a craft who does not qualify as an apprentice within the provisions of this subsection shall be paid the rate predetermined for journeyman in that particular craft and/or classification.
10. Wages shall be paid without any deductions except authorized deductions. Employers not party to a contract requiring contributions for employee benefits which the Secretary has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the worker.
11. Payment of compensation to workers for work performed on public work on a lump sum basis, or a piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the Act and these Regulations, regardless of the average hourly earnings resulting there from.
12. The contract shall also provide that the contract and each subcontractor shall file a statement each week and a final statement at the conclusion of the work on the contract with the contracting agency, under oath, and in form satisfactory to the Secretary, certifying that all workers have been paid wages in strict conformity with the provisions of any wages remain unpaid to the amount of wages and owing to each worker respectively.

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

13. The provisions of the Act and these Regulations shall be incorporated by reference in the contract.

END OF DOCUMENT 00 21 20

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project Name:	Ph5 Asbestos Abatement Holicong MS
Awarding Agency:	Central Bucks School District
Contract Award Date:	3/28/2017
Serial Number:	17-00613
Project Classification:	Building
Determination Date:	1/30/2017
Assigned Field Office:	Philadelphia
Field Office Phone Number:	(215)560-1858
Toll Free Phone Number:	
Project County:	Bucks County

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 17-00613 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	5/1/2016		\$46.25	\$32.89	\$79.14
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2018		\$29.52	\$18.22	\$47.74
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2017		\$28.52	\$18.22	\$46.74
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2016		\$27.52	\$18.22	\$45.74
Boilermakers	1/1/2018		\$46.26	\$33.36	\$79.62
Boilermakers	1/1/2017		\$44.26	\$33.36	\$77.62
Boilermakers	1/1/2016		\$42.26	\$33.36	\$75.62
Bricklayer	5/1/2018		\$43.73	\$26.78	\$70.51
Bricklayer	5/1/2019		\$46.48	\$26.78	\$73.26
Bricklayer	5/1/2016		\$38.48	\$26.78	\$65.26
Bricklayer	5/1/2017		\$40.98	\$26.78	\$67.76
Carpenter - Chief of Party (Surveying & Layout)	5/1/2016		\$44.56	\$26.54	\$71.10
Carpenter - Chief of Party (Surveying & Layout)	5/1/2017		\$46.11	\$26.54	\$72.65
Carpenter - Instrument Person (Surveying & Layout)	5/1/2016		\$38.75	\$26.54	\$65.29
Carpenter - Instrument Person (Surveying & Layout)	5/1/2017		\$40.10	\$26.54	\$66.64
Carpenter - Rodman (Surveying & Layout)	5/1/2016		\$19.38	\$19.26	\$38.64
Carpenter - Rodman (Surveying & Layout)	5/1/2017		\$20.05	\$19.26	\$39.31
Carpenters	5/1/2016		\$39.50	\$25.79	\$65.29
Carpenters	5/1/2017		\$40.85	\$25.79	\$66.64
Cement Masons	5/1/2016		\$35.15	\$31.21	\$66.36
Cement Masons	5/1/2017		\$37.00	\$31.21	\$68.21
DockBuilder/Pile Drivers (Building, Heavy & Highway)	5/1/2014		\$40.55	\$30.62	\$71.17
DockBuilder/Pile Drivers Divers (Building Heavy & Highway)	5/1/2016		\$43.45	\$31.82	\$75.27
Drapery Installers	5/1/2009		\$31.09	\$21.34	\$52.43
Drywall Finisher	5/1/2016		\$36.48	\$26.38	\$62.86
Electric Lineman	5/30/2016		\$54.56	\$22.61	\$77.17
Electricians & Telecommunications Installation Technician	6/1/2017		\$41.61	\$16.38	\$57.99
Electricians & Telecommunications Installation Technician	6/1/2017		\$41.61	\$16.38	\$57.99
Electricians & Telecommunications Installation Technician	6/1/2016		\$39.81	\$16.93	\$56.74
Electricians & Telecommunications Installation Technician	12/1/2016		\$39.81	\$17.48	\$57.29
Electricians & Telecommunications Installation Technician	12/1/2017		\$42.31	\$16.38	\$58.69
Electricians & Telecommunications Installation Technician	12/1/2017		\$42.31	\$16.38	\$58.69
Elevator Constructor	1/1/2016		\$52.79	\$30.29	\$83.08
Floor Layer	5/1/2016		\$41.86	\$27.06	\$68.92
Floor Layer	5/1/2017		\$43.26	\$27.06	\$70.32
Glazier	5/1/2016		\$41.28	\$29.92	\$71.20
Glazier	5/1/2017		\$42.18	\$30.92	\$73.10
Iron Workers	7/1/2016		\$46.54	\$32.29	\$78.83

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 17-00613 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Iron Workers	7/1/2017		\$46.20	\$31.26	\$77.46
Iron Workers	1/1/2017		\$46.20	\$31.26	\$77.46
Iron Workers	7/1/2017		\$46.20	\$31.26	\$77.46
Iron Workers - Reinforcing Steel Mesh - Rebar	7/1/2016		\$44.55	\$32.38	\$76.93
Iron Workers - Reinforcing Steel Mesh - Rebar	7/1/2018		\$44.55	\$35.20	\$79.75
Iron Workers - Reinforcing Steel Mesh - Rebar	1/1/2017		\$44.55	\$32.55	\$77.10
Iron Workers - Reinforcing Steel Mesh - Rebar	7/1/2015		\$41.91	\$20.25	\$62.16
Laborers (Class 01 - See notes)	5/1/2016		\$27.60	\$24.95	\$52.55
Laborers (Class 02 - See notes)	5/1/2016		\$29.30	\$25.35	\$54.65
Laborers (Class 03 - See notes)	5/1/2016		\$27.87	\$24.95	\$52.82
Laborers (Class 04 - See notes)	5/1/2015		\$26.97	\$24.85	\$51.82
Laborers (Class 05 - See notes)	5/1/2015		\$26.90	\$24.85	\$51.75
Landscape Laborer	5/1/2015		\$20.71	\$22.48	\$43.19
Landscape Laborer	4/1/2016		\$21.61	\$22.83	\$44.44
Landscape Laborer	5/1/2014		\$19.76	\$22.18	\$41.94
Marble Finisher	5/1/2018		\$37.55	\$24.17	\$61.72
Marble Finisher	5/1/2019		\$39.75	\$24.17	\$63.92
Marble Finisher	5/1/2016		\$33.55	\$24.17	\$57.72
Marble Finisher	5/1/2017		\$35.55	\$24.17	\$59.72
Marble Mason	5/1/2018		\$43.11	\$26.99	\$70.10
Marble Mason	5/1/2019		\$45.86	\$26.99	\$72.85
Marble Mason	5/1/2016		\$37.86	\$26.99	\$64.85
Marble Mason	5/1/2017		\$40.36	\$26.99	\$67.35
Millwright	7/1/2016		\$39.91	\$31.19	\$71.10
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2016		\$44.09	\$27.07	\$71.16
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2016		\$47.10	\$27.95	\$75.05
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2016		\$43.84	\$27.00	\$70.84
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2016		\$46.84	\$27.89	\$74.73
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2016		\$39.76	\$25.79	\$65.55
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2016		\$39.46	\$25.70	\$65.16
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2016		\$37.74	\$25.19	\$62.93
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2016		\$36.75	\$24.90	\$61.65
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2016		\$52.91	\$31.45	\$84.36
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2016		\$52.61	\$31.37	\$83.98
Painters Class 1 (see notes)	5/1/2016		\$36.80	\$25.48	\$62.28
Painters Class 2 (see notes)	5/1/2016		\$52.10	\$25.41	\$77.51
Painters Class 2 (see notes)	2/1/2016		\$52.10	\$25.41	\$77.51
Painters Class 3 (see notes)	5/1/2015		\$36.41	\$24.50	\$60.91

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 17-00613 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Painters Class 3 (see notes)	5/1/2016		\$37.18	\$25.48	\$62.66
Plasterers	5/1/2016		\$36.92	\$28.33	\$65.25
Plasterers	5/1/2017		\$36.92	\$29.33	\$66.25
Plumbers	5/1/2016		\$49.23	\$31.76	\$80.99
Pointers, Caulkers, Cleaners	5/1/2019		\$47.76	\$25.69	\$73.45
Pointers, Caulkers, Cleaners	5/1/2018		\$45.01	\$25.69	\$70.70
Pointers, Caulkers, Cleaners	5/1/2017		\$42.26	\$25.69	\$67.95
Pointers, Caulkers, Cleaners	5/1/2016		\$39.76	\$25.69	\$65.45
Roofers (Composition)	5/1/2016		\$35.15	\$29.19	\$64.34
Roofers (Shingle)	5/1/2016		\$25.70	\$19.17	\$44.87
Roofers (Slate & Tile)	5/1/2016		\$28.70	\$19.17	\$47.87
Sheet Metal Workers	11/1/2016		\$45.32	\$37.36	\$82.68
Sheet Metal Workers (Building, Heavy, Highway)	5/1/2016		\$45.32	\$36.86	\$82.18
Sign Makers and Hangars	5/20/2011		\$23.70	\$17.69	\$41.39
Sprinklerfitters	4/1/2018		\$38.80	\$22.74	\$61.54
Sprinklerfitters	4/1/2016		\$36.05	\$21.02	\$57.07
Sprinklerfitters	4/1/2017		\$37.40	\$21.74	\$59.14
Steamfitters	5/1/2016		\$52.83	\$31.49	\$84.32
Steamfitters	5/1/2015		\$48.53	\$30.08	\$78.61
Stone Masons	5/1/2016		\$37.86	\$26.99	\$64.85
Stone Masons	5/1/2015		\$39.95	\$22.90	\$62.85
Stone Masons	5/1/2018		\$43.11	\$26.99	\$70.10
Stone Masons	5/1/2017		\$40.36	\$26.99	\$67.35
Stone Masons	5/1/2019		\$45.86	\$26.99	\$72.85
Stone Masons	5/1/2014		\$38.30	\$22.90	\$61.20
Terrazzo Finisher	5/1/2019		\$43.61	\$22.73	\$66.34
Terrazzo Finisher	5/1/2018		\$41.31	\$22.73	\$64.04
Terrazzo Finisher	5/1/2016		\$37.06	\$22.73	\$59.79
Terrazzo Finisher	5/1/2017		\$39.06	\$22.73	\$61.79
Terrazzo Grinder	5/1/2019		\$43.98	\$22.73	\$66.71
Terrazzo Grinder	5/1/2018		\$41.58	\$22.73	\$64.31
Terrazzo Grinder	5/1/2017		\$39.33	\$22.73	\$62.06
Terrazzo Grinder	5/1/2016		\$37.33	\$22.73	\$60.06
Terrazzo Mechanics	5/1/2018		\$46.46	\$24.81	\$71.27
Terrazzo Mechanics	5/1/2019		\$49.21	\$24.81	\$74.02
Terrazzo Mechanics	5/1/2017		\$43.71	\$24.81	\$68.52
Terrazzo Mechanics	5/1/2016		\$41.21	\$24.81	\$66.02
Tile Finisher	5/1/2017		\$35.55	\$24.17	\$59.72
Tile Finisher	5/1/2018		\$37.55	\$24.17	\$61.72
Tile Finisher	5/1/2019		\$39.75	\$24.17	\$63.92
Tile Finisher	5/1/2014		\$32.47	\$21.64	\$54.11
Tile Finisher	5/1/2015		\$34.08	\$21.64	\$55.72
Tile Finisher	5/1/2016		\$33.55	\$24.17	\$57.72
Tile Layers	5/1/2014		\$40.05	\$22.08	\$62.13

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 17-00613 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Tile Layers	5/1/2015		\$41.90	\$22.08	\$63.98
Tile Setter	5/1/2017		\$43.71	\$24.81	\$68.52
Tile Setter	5/1/2019		\$49.21	\$24.81	\$74.02
Tile Setter	5/1/2018		\$46.46	\$24.81	\$71.27
Tile Setter	5/1/2016		\$41.21	\$24.81	\$66.02
Truckdriver class 1 (see notes)	5/1/2016		\$29.85	\$17.14	\$46.99
Truckdriver class 2 (see notes)	5/1/2016		\$29.95	\$17.14	\$47.09
Truckdriver class 3 (see notes)	5/1/2016		\$30.20	\$17.14	\$47.34

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 17-00613 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter - Chief of Party (Surveying & Layout)	5/1/2015		\$49.23	\$25.89	\$75.12
Carpenter - Chief of Party (Surveying & Layout)	5/1/2016		\$51.92	\$26.64	\$78.56
Carpenter - Instrument Person (Surveying & Layout)	5/1/2016		\$43.66	\$26.64	\$70.30
Carpenter - Instrument Person (Surveying & Layout)	5/1/2015		\$42.81	\$25.89	\$68.70
Carpenter - Rodman (Surveying & Layout)	5/1/2016		\$36.38	\$21.06	\$57.44
Carpenter - Rodman (Surveying & Layout)	5/1/2015		\$34.25	\$20.31	\$54.56
Carpenters	5/1/2016		\$43.66	\$26.64	\$70.30
Carpenters	5/1/2015		\$42.81	\$25.89	\$68.70
Carpenters	5/1/2014		\$41.56	\$25.59	\$67.15
Cement Masons	5/1/2016		\$33.35	\$30.96	\$64.31
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2017		\$46.20	\$31.26	\$77.46
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	1/1/2017		\$46.20	\$31.26	\$77.46
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2016		\$46.20	\$31.26	\$77.46
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2018		\$46.20	\$31.26	\$77.46
Laborers (Class 01 - See notes)	5/1/2016		\$28.35	\$25.65	\$54.00
Laborers (Class 02 - See notes)	5/1/2016		\$28.55	\$25.65	\$54.20
Laborers (Class 03 - See notes)	5/1/2016		\$28.55	\$25.65	\$54.20
Laborers (Class 04 - See notes)	5/1/2016		\$23.15	\$25.65	\$48.80
Laborers (Class 05 - See notes)	5/1/2016		\$29.20	\$25.65	\$54.85
Laborers (Class 06 - See notes)	5/1/2016		\$29.25	\$25.65	\$54.90
Laborers (Class 07 - See notes)	5/1/2016		\$29.10	\$25.65	\$54.75
Laborers (Class 08 - See notes)	5/1/2016		\$28.85	\$25.65	\$54.50
Laborers (Class 09 - See notes)	5/1/2016		\$28.70	\$25.65	\$54.35
Laborers (Class 10- See notes)	5/1/2016		\$28.85	\$25.65	\$54.50
Laborers (Class 11 -See Notes)	5/1/2016		\$28.75	\$25.65	\$54.40
Laborers (Class 12 -See Notes)	5/1/2016		\$30.45	\$25.65	\$56.10
Laborers (Class 13 -See Notes)	5/1/2016		\$32.48	\$25.65	\$58.13
Laborers (Class 14 -See Notes)	5/1/2016		\$28.50	\$25.65	\$54.15
Laborers Utility (PGW ONLY)	5/1/2015		\$24.19	\$16.78	\$40.97
Laborers Utility (PGW ONLY)	5/1/2013		\$27.10	\$15.38	\$42.48
Laborers Utility (PGW ONLY) (Flagperson)	5/1/2015		\$19.42	\$16.78	\$36.20
Laborers Utility (PGW ONLY) (Flagperson)	5/1/2013		\$20.07	\$15.38	\$35.45
Landscape Laborer	5/1/2015		\$20.29	\$22.30	\$42.59
Landscape Laborer	5/1/2016		\$21.19	\$22.65	\$43.84
Painters (Bridges, Stacks, Towers)	2/1/2016		\$52.10	\$25.41	\$77.51
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2015		\$48.53	\$30.08	\$78.61
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2016		\$50.19	\$31.18	\$81.37
Truckdriver class 1(see notes)	5/1/2016		\$29.70	\$17.14	\$46.84
Truckdriver class 2 (see notes)	5/1/2016		\$29.80	\$17.14	\$46.94
Truckdriver class 3 (see notes)	5/1/2016		\$30.05	\$17.14	\$47.19

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

SECTION 00 42 16- PROPOSAL FORM-STIPULATED SUM FOR GENERAL CONSTRUCTION WORK

PROPOSAL FORM AND DRAWINGS ARE NOT AVAILABLE BY
DOWNLOAD. THEY WILL BE AVAILABLE AT THE PRE-BID
MEETING, SEE SECTION 00 11 16

END OF SECTION 00 42 16

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

SECTION 00 43 13 - BID SECURITY FORM

KNOW ALL MEN BY THESE PRESENTS that we, _____ (hereinafter called the "Principal"), and _____, a corporation authorized to transact business in Pennsylvania, and having its principal office at _____ (hereinafter called the "Surety"), as Surety, are held and firmly bound unto the Central Bucks School District (hereinafter called the "Obligee"), as Obligee, in the sum of _____ Dollars (\$ _____) lawful money of the United States of America, for payment of which we bind ourselves, and each of our respective heirs, legal representatives, successors and assigns, jointly and severally, by these presents on this ____ day of _____, 2017.

WHEREAS, said Principal is herewith submitting to the Obligee a bid to perform work for the Obligee's proposed Asbestos Abatement at Holicong Middle School Project for the Central Bucks School District in Bucks County, pursuant to plans, specifications, and other Contract Documents prepared by Central Bucks School District and Criterion Laboratories and incorporated into said bid by reference; and it is a condition of the Obligee's receipt and consideration of said bid that such shall be accompanied by bid security to be held by the Obligee on terms embodied herein.

THEREFORE, the condition of this obligation is that if said Principal shall, in the event of acceptance of his bid by Obligee and within the period specified therefore in the bidding requirements, enter into a written agreement with the Obligee, in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such contract, in the form specified by the Owner, and furnish required certificates of insurance, in all respects as required by the bidding requirements, then this obligation shall be void and of no effect, but otherwise it shall remain in full force. In the event of the failure to enter into such contract, give such bonds, and furnish such certificates within the time specified, the Principal and Surety will pay to the Obligee the difference between the amount of the Principal's accepted bid and any higher amount for which the Obligee may contract for the required work, as well as any advertising, architectural, legal and other costs incurred by the Obligee by reason of the default; provided, however, that the obligations of the Surety hereunder shall not exceed the amount of this Bid Security together with interest. In the event the Obligee does not contract with any other person or entity for the required work within the firm bid period set forth in the bidding requirements, whether because of lack of other proposals or because of the inability or refusal of any other bidder to enter into an appropriate contract, or because the cost under any higher proposal would be greater than the Owner shall determine, in its sole discretion, that it can afford, then the full amount of this bid security shall be forfeited to Obligee as liquidated damages.

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

IN WITNESS WHEREOF, the Principal and Surety, intending to be legally bound, have executed this Bond the day and year aforementioned.

(Individual Principal)

Witness:

Witness:

Witness:

Witness:

Secretary/Assistant Secretary

Witness:

Witness:

Witness:

(SEAL)

Signature of Individual
Trading and doing business as:

By: _____ (SEAL)

Partner

By: _____ (SEAL)

Partner

By: _____ (SEAL)

Partner

By: _____

President/Vice President

(CORPORATE SEAL)

OR (if applicable)

Attest: _____

*By: _____

Authorized Representative

*Attach appropriate proof, with raised corporate seal, dated as of the same date as the bond, evidencing authority to execute on behalf of the corporation.

(CORPORATE SURETY)

Name of Corporation

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

Witness or Attest:

_____ **By: _____
Title

(CORPORATE SEAL)

**Attach an appropriate power of attorney, with raised corporate seal, dated as of the same date as the bond, evidencing the authority of the Attorney-in-fact to act on behalf of the Corporation.

END OF SECTION 00 43 13

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

SECTION 00 45 13 - BIDDER'S QUALIFICATIONS

PART 1 - GENERAL

1.1 ATTACHMENTS

A. AIA A305 Contractor's Qualification Statement.

1. The "Contractor's Qualification Statement", A.I.A. Document No. A305-1986, of the American Institute of Architects, 1986 Edition, is hereby made a part of the Specifications as bound herein (4 pages). The Qualification Statement is subject to all modifications as set forth hereinafter and as referenced in the Instructions to Bidders.
2. Each Bidder is required to submit with the bid a current Contractor's Qualification Statement with a sworn statement of his financial responsibility, technical qualifications and evidence that he has completed at least three construction contracts of similar scope within the last two years, each equal to at least 50% of the total amount of the proposal submitted. Bidder shall also secure and submit Major Subcontractors Qualification Statements as referenced in Article 5 of the Supplementary Conditions. The above statements shall be submitted with the Bid or prior thereto.

PART 2 - PRODUCTS (not used)

PART 3 - EXECUTION (not used)

END OF SECTION 00 45 13

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

SECTION 00 45 16 - FINANCIAL DISCLOSURE FORM

Company Name _____

Company Address _____

Number of Years in Business _____

In What Commonwealth/States is the Company Licensed to Operate? _____

Has the Company, or any of its Officers, ever defaulted on a Construction Contract?

_____ If yes, please explain (attach complete explanation).

Has the Company ever been terminated, prior to completion of a Construction Contract?

_____ If yes, please explain (attach complete explanation).

Has the Company, or any of its Officers, ever been debarred from or precluded from performing Public Work?

_____ If yes, please explain (attach complete explanation).

Is the Company currently involved in any litigation or arbitration?

_____ If yes, please explain (attach complete explanation).

Financial Institution References:

1.Name: _____ Contact: _____

Address: _____ Phone: _____

2.Name: _____ Contact: _____

Address: _____ Phone: _____

3.Name: _____ Contact: _____

Address: _____ Phone: _____

Attach to this form (on Bidder's letterhead);

1. Company's Financial Statements for past TWO CALENDAR YEARS.
2. Company's Current Balance Sheet.

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

SECTION 00 45 17 - AGREEMENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Surety, a corporation existing under the laws of the State of _____, and authorized to transact business in the Commonwealth of Pennsylvania hereby agrees, intending to be legally bound hereby, to execute and deliver to Central Bucks School District, within the time limit specified in the Contract Documents, the Performance Bond and Payment Bond in the forms included in the Contract Documents each in an amount of 100% of the Contract Sum, in favor of the Central Bucks School District, as required for the faithful performance and proper fulfillment of the _____ contract for Asbestos Abatement at Holicong Middle School, located in Bucks County, on behalf of _____ (hereinafter called the Bidder) provided that the above contract be awarded to the bidder within forty-five (45) days after the date of opening of the bids or otherwise as set forth in the Bidding Instructions and Invitation to Bidders.

Surety further agrees that should the Surety, after notification of intent to make such award, omit or refuse to execute the required bonds and agreement, then the Surety shall pay to the Central Bucks School District, hereinafter called the Obligee, any difference between the total amount specified in said bidder's proposal for the required work and the amount of which said Obligee may procure the same work, if the latter amount be in excess of the former, plus any advertising, architectural, legal and other expenses incurred by Obligee; provided, however, that the obligations of Surety hereunder shall not exceed the amount of bid security provided by the Bidder together with interest.

Dated: _____, 2017

(CORPORATE SURETY)

WITNESS OR ATTEST:

By: _____

Attorney-in-Fact*

NAME: _____

(Please type)

*Attach an appropriate Power of Attorney, dated as of the same date as this Agreement, evidencing the authority of the Attorney-in-Fact to act on behalf of the corporation.

END OF SECTION 00 45 17

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Anti Bid-Rigging Act, 73 P.S. §§ 1611 et. seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions may result in disqualification of the bid

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

SECTION 00 45 19 - NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

Contract/Bid No. _____

State of _____:

County of _____:

I state that I am _____ [Title] of
_____ [Name of Firm], and that I am authorized
to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person
responsible in my firm for the price(s) and the amount of this bid for Natatorium HVAC Modifications at
Central Bucks High School South.

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
5. _____ [Name of Firm], its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

Any affidavits stating that the bidder or any of its affiliates, subsidiaries, officers, directors and employees have been convicted or found liable for any act, prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract within the last three years, does not prohibit the Central Bucks School District from accepting a bid from or awarding a contract to the bidder, but may be a ground for consideration on the question whether the District should decline to award a contract to that bidder on the basis of lack of responsibility.

I state that _____ [Name of firm] understands and acknowledges that the above representations are material and important, and will be relied on by the Central Bucks School District in awarding the contracts for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Central Bucks School District of the true facts relating to the submission of bids for this contract

(Bidder Name)

(Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____
DAY OF _____, 2017.

Notary Public

Seal

My commission expires _____

END OF SECTION 00 45 19

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

SECTION 00 52 16 –AGREEMENT FORM-STIPULATED SUM

PART 1 - GENERAL

- A. The form of agreement between Owner and Contractor to be used for this Project will be the *2007 Edition* of AIA DOCUMENT A101 – STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR, with modifications set forth herein after as contained Section 007300 – Supplementary Conditions.

- B. The *2007 Edition* of AIA DOCUMENT A101 – STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR is included as reference and the actual Agreement will include the provisions/modifications as noted in Section 007300 – Supplementary Conditions.

END OF SECTION 00 52 16

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

SECTION 00 61 00 - BOND FORMS

- 1.1 Within ten (10) days of receipt of the Notice of Intent to Award, the successful Bidder shall furnish a Performance Bond (006113.13) and a Payment Bond (006113.16) in the forms provided in the these Bidding Documents, each in the amount of one hundred percent (100%) of the Contract Sum. The Bidder may use the AIA Document A312-2010 Payment Bond in lieu of the Payment Bond form included and referenced herein.
- 1.2 The Attorney-in-Fact who executes the Performance and Payment Bonds on behalf of the surety shall affix to the bonds a certified and current copy of its Power of Attorney, authorizing said Attorney-in-Fact to act on behalf of the surety. The Power of Attorney must be dated the same day as the bonds and both the bonds and Power of Attorney shall have affixed the raised corporate seal of the surety.
- 1.3 The Performance and Payment Bonds must be executed by a surety licensed and authorized to conduct business within the Commonwealth of Pennsylvania and named in the current list of companies holding Certificates of Authority as accepted sureties on Federal Bonds and as acceptable reinsuring companies as published in Circular 570 (as amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department, and the amount of the bond shall not exceed the underwriting risk of such surety set forth in said Circular or revision thereof.
- 1.4 Contractor shall provide a maintenance bond in the amount of 10% of the final contract amount at the final completion of the contract. Bonds shall provide coverage for Correction of work during the two year guarantee period.

END OF SECTION 00 61 00

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

SECTION 00 61 13.13 - PERFORMANCE BOND FORM

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Principal (the "Principal"), and _____, a corporation organized and existing under the laws of the _____ of _____, having its principal office at _____, and authorized to do business in the Commonwealth of Pennsylvania, as Surety (the "Surety"), are held and firmly bound unto the Central Bucks School District as Obligee (the "Obligee"), as hereinafter set forth in the full and just sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WITNESSETH THAT:

WHEREAS, The Principal heretofore has submitted to the Obligee a certain bid, dated _____, 2016 (the "Bid"), to perform certain _____ construction work for the Obligee, in connection with the Asbestos Abatement project at Holicong Middle School, pursuant to plans, specifications and other related documents, constituting the contract documents, which are incorporated into the Bid by reference (the "Contract Documents"), as prepared by Criterion Laboratories, 3370 Progress Drive, Bensalem, PA; and

WHEREAS, the Obligee is a "Contracting Body" under provisions of Act No. 385 of the General Assembly of the Commonwealth of Pennsylvania, approved by the Governor on December 20, 1967, known and cited as the "Public Works Contractors' Bond Law of 1967" (the "Act"); and

WHEREAS, the Act, in Section 3(a), requires that, before an award shall be made to the Principal by the Obligee in accordance with the Bid, the Principal shall furnish this Bond to the Obligee, with this Bond to become binding upon the award of a contract to the Principal by the Obligee in accordance with the Bid; and

WHEREAS, it also is a condition of the Contract Documents that this Bond shall be furnished by the Principal to the Obligee; and

WHEREAS, under the Contract Documents, it is provided, *inter alia*, that if the Principal shall furnish this Bond to the Obligee, and if the Obligee shall make an award to the Principal in accordance with the Bid, then the Principal and the Obligee shall enter into an agreement with respect to performance of such work (the "Agreement"), the form of which Agreement is set forth in the Contract Documents.

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

NOW, THEREFORE, the terms and conditions of this bond are and shall be that if: (a) the Principal well, truly and faithfully shall comply with and shall perform the Agreement in accordance with the Contract Documents, at the time and in the manner provided in the Agreement and in the Contract Documents, and if the Principal shall satisfy all claims and demands incurred in or related to the performance of the Agreement by the Principal or growing out of the performance of the Agreement by the Principal, and if the Principal shall indemnify completely and shall save harmless the Obligee and all of its officers, agents and employees from any and all costs and damages which the Obligee and all of its officers, agents and employees may sustain or suffer by reason of the failure of the Principal to do so, and if the Principal shall reimburse completely and shall pay to the Obligee any and all costs and expenses which the Obligee and all of its officers, agents and employees may incur by reason of any such default or failure of the Principal, including, but not limited to, additional legal and professional fees resulting from such default or failure of the Principal, delay damages resulting from such default or failure of the Principal, and liquidated damages in accordance with the Contract Documents; and (b) if the Principal shall remedy, without cost to the Obligee, all defects which may develop during the period of two (2) years from the date of final completion by the Principal and acceptance of the Obligee of the work to be performed under the Agreement in accordance with the Contract Documents, which defects, in the sole judgment of the Obligee or its legal successors in interests, shall be caused by or shall result from defective or inferior materials or workmanship, then this Bond shall be void; otherwise, this Bond shall be and shall remain in force and effect and all claims, demands, costs, expenses and damages including, but not limited to, additional legal and professional fees resulting from the default or failure of Principal, delay damages resulting from such default or failure of the Principal, and liquidated damages in accordance with the Contract Documents, shall be payable by Principal and Surety to Owner; provided, however, that the obligations of the Surety hereunder shall not exceed the amount of this Performance Bond.

This Bond is executed and delivered under and subject to the Act, to which reference hereby is made.

The Principal and the Surety agree that any alterations, changes and/or additions to the Contract Documents, and/or any alterations, changes and/or additions to the work to be performed under the Agreement in accordance with the Contract Documents, and/or any alterations, changes and/or additions to the Agreement, and/or any giving by the Obligee of any extensions of time for the performance of the Agreement in accordance with the Contract Documents, and/or any act of forbearance of either the Principal or the Obligee toward the other with respect to the Contract Documents and the Agreement, and/or the reduction of any percentage to be retained by the Obligee as permitted by the Contract Documents and by the Agreement, shall not release, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligation under this bond; and the Surety, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

If the Principal is a foreign corporation (incorporated under any laws other than those of the Commonwealth of Pennsylvania) then further terms and conditions of this Bond are and shall be that the Principal and the Surety shall not be discharged from liability on this Bond, nor this Bond surrendered until such Principal files with the Obligee a certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all bonus taxes, penalties and interest, and a certificate from the Bureau of Employment and Unemployment Compensation of the Pennsylvania Department of Labor and Industry, evidencing the payment of all unemployment compensation, contributions, penalties and interest due the Commonwealth from said Principal or any foreign corporation, subcontractor

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

thereunder or for which liability has accrued but the time for payment has not arrived, all in accordance with provisions of the Act of June 10, 1947, P.L. 493, of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the Principal and the Surety cause this Bond to be signed, sealed and delivered this ____ day of _____, 2017.

(Individual Principal)

Witness: _____

(SEAL)
Signature of Individual
Trading and doing business as:

(Partnership Principal)

Witness: _____

(Name of Partnership)

By: _____ (SEAL)
Partner

By: _____ (SEAL)
Partner

By: _____ (SEAL)
Partner

(Corporation Principal)

(Name of Corporation)

Attest: _____
Secretary/Assistant Secretary

By: _____
President/Vice President

(CORPORATE SEAL)

OR (if applicable)

Attest: _____ *By: _____
Authorized Representative

*Attach appropriate proof, with raised corporate seal, dated as of the same date as the bond, evidencing authority to execute on behalf of the corporation.

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

(CORPORATE SURETY)

Name of Corporation

Witness or Attest:

**By:

Title

(CORPORATE SEAL)

**Attach an appropriate power of attorney, with raised corporate seal, dated as of the same date as the bond, evidencing the authority of the Attorney-in-fact to act on behalf of the Corporation.

END OF SECTION 00 61 13.13

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

SECTION 00 61 13.16 - PAYMENT BOND FORM

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Principal (the "Principal"), and _____, a corporation organized and existing under laws of the _____ of _____, with a principal office at _____, and authorized to do business in the Commonwealth of Pennsylvania, as Surety (the "Surety"), are held and firmly bound unto the Central Bucks School District as Obligee (the "Obligee"), as hereinafter set forth, in the full and just sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WITNESSETH THAT:

WHEREAS, The Principal heretofore has submitted to the Obligee a certain bid, dated _____, 2017 (the "Bid"), to perform certain _____ (name of contract) construction work for the Obligee, in connection with the Asbestos Abatement project at Holicong Middle School, pursuant to plans, specifications and other related documents, constituting the contract documents, which are incorporated into the Bid by reference (the "Contract Documents"), as prepared by Criterion Laboratories, 3370 Progress Drive, Bensalem, PA; and

WHEREAS, The Obligee, is a "Contracting Body" under provisions of Act No. 385 of the General Assembly of the Commonwealth of Pennsylvania, approved by the Governor on December 20, 1967, known as and cited as the "Public Works Contractors Bond Law of 1967" (the "Act"); and

WHEREAS, the Act, in Section 3(a), requires that, before an award shall be made to the Principal by the Obligee in accordance with the Bid, the Principal shall furnish this Bond to the Obligee, with this Bond to become binding upon the award of a contract to the Principal by the Obligee in accordance with the Bid; and

WHEREAS, it also is a condition of the Contract Documents that this Bond shall be furnished by the Principal to the Obligee; and

WHEREAS, under the Contract Documents, it is provided, inter alia, that if the Principal shall furnish this Bond to the Obligee, and if the Obligee shall make an award to the Principal in accordance with the Bid, then the Principal and the Obligee shall enter into an agreement with respect to performance of such work (the "Agreement"), the form of which Agreement is set forth in the Contract Documents.

NOW, THEREFORE, the terms and conditions of this Bond are and shall be that if the Principal and any subcontractor of the Principal to whom any portion of the work under the Agreement shall be subcontracted, and if all assignees of the Principal and of any such subcontractor, promptly shall pay or shall cause to be paid, in full, all money which may be due any claimant supplying labor or materials in the prosecution and performance of the work in accordance with the Agreement and in accordance with the Contract Documents, including any amendment, extension or addition to the Agreement and/or to the Contract Documents, for material furnished or labor performed, then this Bond shall be void; otherwise, this Bond shall be and shall remain in force and effect.

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

This Bond, as provided by the Act, shall be solely for the protection of claimants supplying labor or materials to the Principal or to any subcontractor of the Principal in the prosecution of the work covered by the Agreement, including any amendment, extension or addition to the Agreement. The term "claimant", when used herein and as required by the Act, shall mean any individual, firm, partnership, association or corporation. The phrase "labor or materials" when used herein and as required by the Act, shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site of the work covered by the Agreement. As required by the Act, the provisions of this Bond shall be applicable whether or not the material furnished or labor performed enters into and becomes a component part of the public building, public work or public improvement contemplated by the Contract Documents and the Agreement.

As provided and required by the Act, the Principal and the Surety agree that any claimant, who has performed labor or furnished material in the prosecution of the work in accordance with the Agreement and in accordance with the Contract Documents, including any amendment, extension or addition to the Agreement and/or to the Contract Documents, and who has not been paid therefore, in full, before the expiration of ninety (90) days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which payment is claimed, may institute an action upon this Bond, in the name of the claimant, in assumpsit, to recover any amount due the claimant for such labor or material; and may prosecute such action to final judgment and may have execution upon the judgment; provided, however, that: (a) any claimant who has a direct contractual relationship with any subcontractor of the Principal, but has no contractual relationship, express or implied, with the Principal, may institute an action upon this Bond only if such claimant first shall have given written notice, served in the manner provided in the Act, to the Principal, within ninety (90) days from the date upon which such claimant performed the last of the labor or furnished the last of the materials for which payment is claimed, stating, with substantial accuracy, the amount claimed and the name of the person for whom the work was performed or to whom the material was furnished; and (b) no action upon this Bond shall be commenced after the expiration of one (1) year from the day upon which the last of the labor was performed or material was supplied, for the payment of which such action is instituted by the claimant; and (c) every action upon this Bond shall be instituted either in the appropriate court of the County where the Agreement is to be performed or of such other County as Pennsylvania statutes shall provide, or in the United States District Court for the district in which the project, to which the Agreement relates, is situated, and not elsewhere.

This Bond is executed and delivered under and subject to the Act, to which reference hereby is made.

The Principal and the Surety agree that any alterations, changes and/or additions to the Contract Documents, and/or any alterations, changes and/or additions to the work to be performed under the Agreement in accordance with the Contract Documents, and/or any alterations, changes and/or additions to the Agreement, and/or any giving by the Obligee of any extensions of time for the performance of the Agreement in accordance with the Contract Documents, and/or any act of forbearance of either the Principal or the Obligee toward the other with respect to the Contract Documents and the Agreement, and/or the reduction of any percentage to be retained by the Obligee as permitted by the Contract Documents and by the Agreement, shall not release, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this Bond; and the Surety, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

Provided, that it is expressly agreed that this Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract Documents not increasing the contract price more than twenty percent (20%), so as to bind the Principal and the Surety to the full and faithful performance of the Contract Documents as so amended. The term "Amendment", wherever used in this Bond and whether referring to this Bond, the Contract Documents, or the Agreement, shall include any alteration, addition, extension or modification of any character whatsoever.

Provided, further, that no final settlement between the Obligee and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

If the Principal is a foreign corporation (incorporated under any laws other than those of the Commonwealth of Pennsylvania) then further terms and conditions of this Bond are and shall be that the Principal or the Surety shall not be discharged from liability on this Bond, nor this Bond surrendered until such Principal files with the Obligee a certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all bonus taxes, penalties and interest, and a certificate from the Bureau of Employment and Unemployment Compensation of the Pennsylvania Department of Labor & Industry, evidencing the payment of all unemployment compensation, contributions, penalties and interest due the Commonwealth from said Principal or any foreign corporation, subcontractors there under or for which liability has accrued but the time for payment has not arrived, all in accordance with provisions of the Act of June 10, 1947, P.L. 493, of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the Principal and the Surety cause this Bond to be signed, sealed and delivered this _____ day of _____, 2017.

(Individual Principal)

Witness:

(Partnership Principal)

(Corporation Principal)

(SEAL)
Signature of Individual
Trading and doing business as:

(Name of Partnership)

By: _____ (SEAL)
Partner

By: _____ (SEAL)
Partner

By: _____ (SEAL)
Partner

(Name of Corporation)

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

Attest: _____
Secretary/Assistant Secretary

By: _____
President/Vice President

(CORPORATE SEAL)

OR (if applicable)

Attest: _____

*By: _____
Authorized Representative

*Attach appropriate proof, with raised corporate seal, dated as of the same date as the bond, evidencing authority to execute on behalf of the corporation.

(CORPORATE SURETY)

Name of Corporation

Witness or Attest:

_____ **By: _____
Title

(CORPORATE SEAL)

**Attach an appropriate power of attorney, with raised corporate seal, dated as of the same date as the bond, evidencing the authority of the Attorney-in-fact to act on behalf of the Corporation.

END OF SECTION 00 61 13.16

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

SECTION 00 72 16 - GENERAL CONDITIONS OF THE CONTRACT

PART 1 - GENERAL

- A. Standard form of the following:
1. General Conditions of the Contract, AIA A201, 2007 Edition. (39 pages)
 2. Modifications as set forth in the Supplementary Conditions of the Specifications as contained in Section 007300 – Supplementary Conditions.

END OF SECTION 00 72 16

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

SECTION 00 73 00 – SUPPLEMENTARY CONDITIONS

00 73 00.1 STANDARD AIA FORM

Work will be subject to provisions set forth by the American Institute of Engineers Standard AIA Document A201 "General Conditions of the Contract for Construction", *2007 Edition*, Articles 1 thru 15 inclusive, which are hereby made a part of this Specification.

00 73 00.2 MODIFICATION OF AIA FORM A201

The following supplements, modifies, deletes from, and/or adds to AIA Form 201 "General Conditions of the Contract for Construction" (2007 edition) as indicated by the following articles, paragraphs, etc. as noted below:

1. Articles, or portions thereof, that are not specifically modified, deleted, or superseded hereby, remain in full effect.
2. The General Conditions and Supplementary Conditions also may be supplemented elsewhere in the Contract Documents by provisions located in, but not necessarily limited to, Division 1 of the Project Manual.

00 73 00.3 RELATED DOCUMENTS

Supplemental Conditions Article 16 specifically modifies Sections 1 thru 15 of AIA Document A201 "General Conditions of the Contract for Construction". Supplemental Conditions commencing with Article 17 act to modify, change and/or add to the Standard Form of Agreement between Owner and Contractor and other documents incorporated or therein described. Where any article, paragraph or subparagraph of the said documents is modified, supplemented, or voided by these Supplemental Project Requirements, the unaltered parts of said documents will remain in effect. The General Conditions of the Contract for Construction and Supplementary Conditions contained herein are applicable to all of the Work under the Contract.

Specific administrative and procedural minimum actions are specified in this Section, as extensions of provisions in General Conditions of the Contract for Construction and other Contract Documents. These requirements have been included for special purposes as indicated. Nothing in this Section is intended to limit types and amounts of temporary work required, and no omission from this Section will be recognized as an indication by Owner or Engineer that such temporary activity is not required for successful completion of the Work and compliance with requirements of Contract Documents. Provisions of this Section are applicable to, but not by way of limitation, utility services, construction facilities, security/protection and support facilities.

00 73 00.4 GENERAL PROVISIONS OF THESE SUPPLEMENTARY CONDITIONS

ARTICLE 16: MODIFICATIONS TO GENERAL CONDITIONS (A-201)

ARTICLE 3: CONTRACTOR: The following shall be considered revisions or additions to Article 3:

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

3.1 GENERAL: Add subparagraph 3.1.1.1 as follows:

3.1.1.1: Whenever the term "Contractor" is used in these Documents, it shall mean the Contractor with whom a Contract had been entered into for any of the various Contracts, unless noted otherwise.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR: Add subparagraphs 3.2.1.1 thru 3.2.1.4 and paragraph 3.2.4 as follows:

3.2.1.1: If any errors, inconsistencies or omissions appear in the Drawings, Specifications, or other Contract Documents, which should reasonably have been discovered and concerning which interpretation had not been obtained during the Bidding Period, the Contractor shall within ten (10) days after receiving "Notice of Award" notify the Owner in writing of such error, inconsistency or omission. In the event the Contractor fails to give such notice, he will be responsible for the results of any such errors, inconsistencies or omissions and the cost of rectifying same. At the end of the ten (10) day period, Interpretations of this procedure shall be made by the Owner and his decision will be final.

3.2.1.2: Dimensions given at full size or large-scale details shall take precedence over smaller scaled measurements. Discrepancies shall be referred to the Owner in writing for adjustments before any work affected thereby has been performed.

3.2.1.3: Where compliance with 2 or more industry standards or sets of requirements is specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, the most stringent requirement (which is generally recognized to be the most costly) is intended and will be enforced. Refer apparently-equal-but-different requirements, and uncertainties as to which level of quality is more stringent, to Owner in writing for a decision before proceeding. These may be shown on any plan, partial plan, in the Project Manual or in any Addenda.

3.2.1.4: Where the word "similar" occurs on the drawings it shall be used in its general sense and not as meaning identical, and all details shall be worked out in relation to their location and their connection to other parts of the work. Where on any drawings or a portion of the work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to other like portions of the work. Where detail is indicated by starting only, such detail shall be continued throughout the courses or parts in which it occurs, and shall also apply to all other similar parts in the work unless otherwise indicated.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES: Add paragraphs 3.3.4 & 3.3.5 as follows:

3.3.4: The Contractor for the project shall locate benchmarks and establish primary lines and levels. He will verify all grades, lines, levels, and dimensions shown on the Drawings, and report any discrepancies or inconsistencies in the above in writing to the Engineer before commencing work.

3.3.5: Electric power and Gas service to the building must be maintained at all times during occupied periods. The contractor is responsible to maintain power to the equipment at all times thru the use of temporary feeds, temporary power generation equipment etc. or any other means necessary.

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

3.4 LABOR AND MATERIALS:

Add the following to 3.4.2 "Labor and Materials":

3.4.2.1: STANDARD OF QUALITY:

The various materials and products specified in the specifications by name or description are given to establish a standard of quality and of cost for the bid proposed. It is not the intent to limit the acceptance to any one material or product specified, but rather to name or describe it as the absolute minimum standard that is desired and acceptable. Where proprietary names are used, whether or not followed by the words "or approved equal", they shall be subject to equals only as approved by the Engineer and/or Engineers in accordance with substitution procedures specified in Division 01. See Section 016000 Product Requirements for detailed information. Substitutions considered by the Owner or Engineer shall be limited to those proposed before bids are due unless products or systems become unavailable through no fault of the Contractor.

3.4.2.1.1: Such references require that which is established as standards of quality shall be provided without substitution unless permitted by the Contract Documents.

3.4.2.2: Materials specified which become unavailable due to strike, loss of plant through fire or flood, bankruptcy or other unforeseeable cause, shall be substituted equally at no cost to the Owner from another source subject to the substitution procedures in Section 016000 Product Requirements.

3.4.2.3: Substitute work offered and approved shall not be a basis for contingent extra charges or additional charges due to changes in related work such as rough-in, changes in supporting foundations and other related work. Contractor shall be responsible for costs of additional work and changes required to incorporate substitute materials, products, equipment or systems approved during the bidding period, including all such work and changes performed under other divisions of work.

3.4.2.4: The Contractor shall assume full responsibility for the adequacy of substitute work.

Add paragraphs 3.4.4 thru 3.4.9 as follows:

3.4.4: Insofar as practical or required to obtain a full warranty, except as otherwise specified or shown, the material or product of one Manufacturer shall be used throughout the work for each specified purpose.

3.4.5: All manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in strict accordance with the Manufacturer's directions. Should such directions conflict with the Specifications, the Contractor shall request (in writing) clarification from the Owner before proceeding.

3.4.6: All workmanship, equipment, materials, and articles incorporated in the work are to be of the best grade of their respective kinds for the purpose. Where equipment, materials or articles are referred to in the Specification as "equal to" any particular standard, the Owner shall decide the question of equality. Contractor shall furnish, for the Owner's approval, full information concerning materials, or articles which he contemplates incorporating in the work. Samples of materials shall be submitted for approval when and as directed. Materials and articles installed or used without such written approval shall be at the risk of subsequent rejection.

3.4.7: No previous inspection or certificate of payment shall be held as an acceptance of defective work or materials or to relieve Contractor from the obligation to furnish sound

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

materials and to perform good satisfactory work. The Engineer shall be the sole judge of the materials and work furnished.

3.4.8: If the Engineer deems it inexpedient to correct work injured or done not in accordance with the Contract, the difference in value between such work and that as specified, together with a fair allowance for damage shall be deducted from the Contract price.

3.4.9: Should Contractor wish to substitute a specified item, Contractor shall submit a complete detailed request in accordance with Section 016000.

3.5 WARRANTY: Add paragraph 3.5.1 as follows:

3.5.1: Contractor shall fully warranty all material and workmanship for the entire project for two years from substantial completion and acceptance by Owner unless otherwise indicated. See Technical Specifications for additional required Manufacturer's Warranty.

3.6 TAXES: Add subparagraphs 3.6.1 thru 3.6.4 as follows:

3.6.1: All bids submitted must include all applicable taxes including, but not limited to, Pennsylvania State Sales and Use Taxes, and Federal Excise Taxes. If the item subject of this bid is exempt from State Sales and Use Taxes, the School District will provide evidence of tax exempt status.

3.7: PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS: Add subparagraph 3.7.1.1 as follows:

3.7.1.1: The contractor is responsible for obtaining all required building permits from the respective Municipalities in which work will be performed for this project. The Owner will pay directly any required municipal fee for the building permit. The contractor and sub-contractors shall be responsible for and required to pay for any fees required by the municipality for Contractor's registration, license, or similar business/occupation registration.

3.8 ALLOWANCES: Add subparagraph 3.8.4 as follows:

3.8.4: No cash allowances for any purpose are included in the specifications for this project.

3.9 SUPERINTENDENT: Add subparagraph 3.9.1.1 as follows:

3.9.1.1: If during the course of the project, it is evidenced that the Superintendent is not competent or is not managing the progress of the project or is not coordinating the various subcontractors under the Contractor's supervision, then the Owner and Engineer, or either of them, shall document such findings to the Contractor. If, within (10) days of receiving such notice, no substantial effort or correction of the findings is made, then the Engineer, based upon the Owner's recommendation, may require the replacement of the Superintendent with an acceptable Superintendent.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULE. Delete paragraphs 3.10.1 thru 3.10.3 and substitute the following:

3.10.1: The Contractor shall, within twenty (20) calendar days after issuance of Notice of Award, submit a draft Construction Schedule along with a detailed submittal schedule to the Owner (see 8.2.3.1). Seven (7) calendar days after the Owner receives the Contractors'

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

Construction Schedule, the Contractor shall meet with and review the Owner's comments and develop the final Contractors' Construction Schedule. The Contractor's Construction Schedule shall be related to the entire Project and shall not exceed time limits current under the Contract Documents for substantial completion of the entire Project as indicated in 8.2.3.6.

3.10.1.1: In the absence of a signed change order approving an extension of time, all Contractor Construction Schedule updates must show substantial completion date consistent with the date required in paragraph 8.2.3.6 of these Supplementary Conditions. Changes in logic or duration shall not be made, except for good cause, and shall not result in an extension of the time for substantial completion. In the event certain aspects of the work fall behind the Contractor's Construction Schedule, the Contractor(s) responsible for such aspects of the Work shall, in coordination, and consultation with all the Contractors, develop a recovery plan to revise logic, add manpower resources to reduce duration, expedite procurement or advance start of activities, to get the project back on a schedule that will assure completion in accordance with the substantial completion date..

3.10.1.2: ALL WORK THAT MAY, AS DETERMINED BY THE OWNER, BE DISRUPTIVE OR INTERFERE WITH THE HEALTH OR SAFETY OF PERSONS OCCUPYING THE BUILDING, INCLUDING NOISY OR DUSTY WORK, CONTRACTOR SHALL PERFORM SUCH WORK AFTER BUSINESS HOURS, WEEKENDS AND/OR HOLIDAYS SO AS NOT TO INTERFERE WITH BUILDING ACTIVITIES AND PUBLIC SAFETY AT NO ADDITIONAL COST TO THE OWNER.

3.12: SHOP DRAWINGS, PRODUCT DATA AND SAMPLES. Add sub-paragraphs 3.12.11 thru 3.12.16 as follows:

3.12.11: The Contractor shall submit to the Engineer, a minimum of three copies of all necessary Shop Drawings, product data and/or samples for approval. Two copies will be retained by the Engineer, Engineer & Owner Representative, and one copy will be returned to the Contractor. Contractor shall submit additional copies in such number as he requires to be returned to process the work.

3.12.12: If requested by the Owner, Safety Data Sheets shall be furnished for any product or material proposed or specified for use in this project in accordance with the Pennsylvania Worker And Community Right To Know Act 1984-159.

3.12.13: Reference to procedures concerning Submittals shall be construed to incorporate all submittals including Contractor's Submittal Schedule of all products (to be in accordance with approved Contractor's Construction Schedule and other requirements stated herein), Submittal Matrix, Manufacturer's published literature, shop drawings, samples, concrete mix, design and other data.

3.12.14: Submittal Schedules shall be prepared and incorporated into the Contractor's Construction Schedule as indicated in article 3.10.1. Contractor shall include the following considerations when preparing the submittal schedule so that approved products are at the project site ready for installation at the time they are needed and in accordance with the time established in the Contractors' Construction Schedule to avoid delays.

3.12.14.1: Time frame when the item is needed at the Project.

3.12.14.2: Time necessary to produce the product.

3.12.14.3: Lead time required to prepare the submittal.

3.12.14.4: Time required for the Contractor to review and approve the submittal.

3.12.14.5: Time for the Owner to review the submittal.

3.12.14.6: Time for the Owner's Engineer or consultants to review the submittal.

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

3.12.14.7: Number of Prime Contractors and Subcontractor's affected by the information contained in the submittal.

3.12.14.8: Time necessary to correct and resubmit if original submittal is not approved.

3.12.14.9: Submittal of all color samples within adequate time for review, selection and coordination with other products requiring earlier installation and/or longer lead times for ordering.

3.12.14.10: Grouping of related submittals for coordination.

3.12.14.11: All color samples for finish work shall be submitted within thirty (30) calendar days after issuance of Notice of Award for review, coordination and approval by the Owner.

3.12.15: Submittals shall contain a Contractor's stamp of approval, signed and dated by the submitting Contractor, prior to submission to the Owner. Such stamp of approval by the Contractor shall be confirmation that he has determined and verified materials, field measurements and field construction criteria related thereto, and has checked and coordinated the information contained within such submittals. The Contractor shall also note in writing to the Owner, all deviations from the Contract Documents. Submittals will not be reviewed by the Engineer unless they contain such a stamp containing the words "Reviewed and Approved" accompanied by the Contractor's signature and date.

3.12.16: Engineer's review is for general conformance with the Design Concept and Contract Documents. Markings or comments shall not be construed as relieving the Contractor from compliance with the Project Manual, Drawings, Addenda, and Bulletins. No departures there from, are to be considered as authorizing extra work. The Contractor remains responsible for materials, dimensions, details and accuracy for confirming and correlating all quantities and dimensions, for selecting fabrication process for techniques of assembly, for performing this work in a safe manner, and of coordinating this work with that of all other trades.

3.13 USE OF SITE: Add paragraphs 3.13.1 thru 3.13.5 as follows:

3.13.1: Contractor shall use the site in a manner that will cause minimum interference and maintain maximum safety to the occupants of the building and the general public. Contractor must have prior approval of the Owner for locations of stored materials, access trailer locations, etc.

3.13.2: REMOVED

3.13.3: After the last day of school, the contractor will have access to the project site Monday through Friday from 7:00 AM to 8:00 PM. For building access at hours other than noted above, the contractor is required to provide 48 hours advanced notice and the Owner will coordinate access accordingly.

3.13.4: Work on site shall be coordinated with the School District Operations Department.

3.14 CUTTING AND PATCHING: Add paragraphs 3.14.4 thru 3.14.5 and their subparagraphs as follows:

3.14.4: Existing Construction Areas (Alterations/Renovations): Contractor shall do all cutting, drilling, removal, cleaning, servicing, repairing, patching, rehangings, and restoration that may be required in connection with the work.

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

3.14.5: Concealed utilities, structural elements and hazards: Prior to cutting and demolition work, the Contractor shall survey and locate utilities, structural elements and hazards using locator / detection equipment. See Contract Drawings for additional requirements. Promptly submit a written report to the Engineer describing the nature and extent of any conflicts with the intended function or design of the work. Do not proceed with work until such conflicts are resolved.

ARTICLE 4: ADMINISTRATION OF THE CONTRACT: The following shall be considered revisions or additions to Article 4:

4.2 ADMINISTRATION OF THE CONTRACT:

4.2.4: Amend the last sentence to read: The contractor shall communicate directly with its sub-contractors in order to assure proper coordination of the work.

4.2.4.1: The Contractor is required to have a representative available at all times to answer the telephone between the hours of 7:00 A.M. and 5:00 P.M. If business phones cannot be answered in person during these hours, the responsible person in charge for the Company shall provide the Owner with his home phone number and cellular phone number. Failure of the Contractor to comply with this requirement will be cause for rejection of the Contractor's Application and Certificate for Payment.

ARTICLE 5: SUBCONTRACTORS: The following shall be additions to Article 5 with respect to Subcontractors.

5.1 DEFINITIONS: Add paragraph 5.1.3 as follows:

5.1.3: Any single Subcontractor performing greater than 25% of the work of any Contract on this project shall be considered as a Major Subcontractor.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK: Add subparagraphs 5.2.1.1, 5.2.1.2, 5.2.3.1 and 5.2.4.1

5.2.1.1: If a Proposal submitted is based on work performed by one or more Major Subcontractors, then the Bidder shall identify each such Major Subcontractor to be used on this Project. Each Major Subcontractor's name, address, phone number, and the estimated percentage of work to be performed by the Major Subcontractor shall be denoted in the appropriate place on the Proposal Form.

5.2.1.2: In addition to his own Contractor's Qualification Statement, Bidder shall secure and furnish a Major Subcontractors Qualification Statement for each Major Subcontractor proposed. The Engineer and Owner may take into consideration the experience and qualifications of any Major Subcontractors in making a Contract award on this Project.

5.2.3.1: If, after award of the Contract, a portion of the work is proposed to be performed by a Major Subcontractor, and the Contractor has not previously indicated on his Proposal Form this work being done by a Major Subcontractor, then the Engineer shall review the name and qualifications of the proposed Major Subcontractor. If the Engineer and Owner, after due investigation, has reasonable objection to a Major Subcontractor proposed by the Contractor, the Contractor shall propose another to whom the Engineer and Owner have no objection. The Contract Sum shall not be

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

changed as a result of any approval or disapproval by the Owner of a Major Subcontractor that was not previously identified on the Proposal Form.

5.2.4.1: Upon submission of a Proposal and award of a Contract, the Contractor shall not change a Major Subcontractor from that which was indicated on his Proposal Form, unless the Owner has indicated, in writing, that there is no objection to the change.

ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS: The following shall be considered revisions or additions to Article 6:

6.2 MUTUAL RESPONSIBILITY: Add paragraphs 6.2.6 and 6.2.7

6.2.7: Contractors shall be responsible for proceeding with work in a manner that will not void any and all guarantees and warranties held by the Owner on the existing systems and facility.

ARTICLE 7: CHANGES IN THE WORK: The following shall be considered revisions or additions to Article 7:

7.3 CONSTRUCTION CHANGE DIRECTIVES: Add paragraphs 7.3.11 and 7.3.12 as follows:

7.3.11: The maximum allowable overhead, profit and commission percentages, given at the end of this paragraph, shall be considered to include, but not be limited to, insurance other than that mentioned in this "Equitable Adjustments" clause, bond or bonds, use of small tools, incidental job burdens, and general office expense, Engineering, cleaning, transportation, and all other "General Conditions, Supplementary General Conditions and Supplemental Project Requirements" items. No percentages for overhead, profit or commission will be allowed on employment taxes under FICA and FUTA which will be based on Contractor's last quarterly 941 form. The percentages for overhead, profit shall be negotiated and may vary according to the nature, extent, and complexity of the work involved, but in no case shall the allowance for overhead and profit in the total cost to the Owner exceed the following:

a. For all work associated with change orders or construction change directives the maximum permitted add for the Contractor's overhead and profit shall be as follows:

1. Any Change Order totaling up to three thousand dollars (\$3,000) or less: twenty percent (20%)
2. Any Change Order totaling between three thousand and ten thousand dollars (\$3,000 to \$10,000): fifteen percent (15%)
3. Any Change Order totaling over ten thousand dollars (\$10,000): ten percent (10%)
4. In no case may overhead and profit exceed twenty percent (20%) of the work.

b. Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.7.

c. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

subcontractors, they shall also be itemized. In no case will a change over \$1,000 be approved without such itemization.

7.3.12: When work is deleted, the Contractor shall submit a credit based upon the approved Schedule of Value and will include a bill of material, a breakdown of labor costs to which shall be added the Contractor's 10% profit. When credits are involved, documented cancellation and/or restocking charges may be included.

ARTICLE 8: TIME: The following shall be considered revisions or additions to Article 8.

8.1 DEFINITIONS: Add subparagraph 8.1.2.1 as follows:

8.1.2.1: It is anticipated that the Owner will make a Contract Award for this Project at a meeting of the School Board Directors. The date of commencement of the Work and the date of the Agreement will be the date of a meeting of the School Board Directors at which a Contract is awarded for this Project.

8.2 PROGRESS AND COMPLETION: Add subparagraphs 8.2.2.1, 8.2.3.1 et seq, 8.2.3.2 thru 8.2.3.6 et seq.:

8.2.2.1: Work at the Project site may not commence until Contractor has furnished all required Contract documents including but not limited to Contract, Bonds, Insurance Certificates and verifications, and appointment of safety director.

8.2.3.1: Within twenty (20) calendar days of Notice to Proceed, Contractor shall:

8.2.3.1.1: Execute the Contract, furnish all required Bonds, furnish all Insurance Documents, furnish a cost breakdown, and furnish a list of Subcontractors, if any.

8.2.3.1.2: Immediately make field measurements required and prepare and submit shop drawings and product data sheets. Shop drawings shall be submitted in accordance with approved Contractor's Construction Schedule and Article 3.12.

8.2.3.1.3: Furnish a work schedule coinciding with the contract schedule and completion date.

8.2.3.2: Hours of work and building access shall be as stipulated in Article 3.13 Use of Site and Article 28, Project Schedule and Coordination.

8.2.3.3: REMOVED

8.2.3.4: LIQUIDATED DAMAGES: The Owner will suffer financial loss if the Project is not Substantially Complete on the date set forth in the Contract Documents. Actual damages for delay in the time of completion are impossible to determine. **It is therefore agreed that the Contractor (and the Contractor's Surety) shall be liable for and shall pay to the Owner the sums hereinafter stipulated and fixed, agreed and liquidated damages for each calendar day of delay for each substantial completion phase until the work of that phase is Substantially Complete: One Thousand Dollars (\$1,000.00). Substantial Completion shall not be a defense to payment of Liquidated damages nor bar recovery of damages by Owner.**

8.2.3.5: Substantial Completion: Article 9.8.1 of the General Conditions is hereby deleted. The Owner's use or occupancy of any or all of the areas of work does not constitute substantial completion. See Article 9.8 included herein.

8.2.3.6: PROJECT TIME LINE:

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

The following dates and construction tasks are provided as a contract timeline on this project. Substantial Completion dates noted herein will be the contract Substantial Completion date.

March 28, 2017: Anticipated Contract award date.

June 13, 2017: Anticipated Last Day of School, subject to change.

June 19 - 25, 2017: Area 1 (first floor) - Contractor shall abate all specified asbestos-containing materials (ACMs) from area 1 (see drawings) during this period. Area must be turned over for occupancy by 7:00AM of June 26, 2017.

June 26 – July 2, 2017: Area 2 (second floor) - Contractor shall abate all specified ACMs from area 2 (see drawings) during this period. Area must be turned over for occupancy by 7:00AM of July 3, 2017.

Substantial Completion: - The contractor shall complete work in Areas 1 and 2 as defined above. Work defined under Allowance 1 may extend beyond the schedules shown above, depending on the progression of other trades.

8.2 PROGRESS AND COMPLETION: Add paragraph 8.2.4 and subparagraphs 8.2.4.1 thru 8.2.4.4:

8.2.4: The Contractor shall furnish such manpower, materials, facilities, and equipment and shall work such hours, including night shifts, overtime operations and Sundays and holidays, as may be necessary to insure the prosecution and completion of the Work in accordance with the Timeline included herein and approved Schedule. Should it become apparent from the current Schedule that the Work will not be completed within the Contract Time, the Contractor agrees that he will, as necessary, take some or all of the following actions at no additional cost to the Owner to improve the progress of the Project:

8.2.4.1: Increase manpower in such quantities and crafts as will substantially eliminate, in the judgment of the Owner, the backlog of Work;

8.2.4.2: Increase the number of working hours per shift, shifts per working day, working days per week, the amount of equipment, or any combination of the foregoing, sufficiently to substantially eliminate, in the judgment of the Owner, the backlog of Work; and,

8.2.4.3: Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.

8.2.4.4: The Owner may require the Contractor to suggest revisions to the Schedule in writing demonstrating his program and proposed plan to make up the delay to ensure completion of the Work within the Contract Time. If the Owner finds the proposed plan not acceptable, he may require the Contractor to submit a new plan. If the actions taken by the Contractor or the second plan proposed are not satisfactory, the Owner may require the Contractor to take any of the actions set forth in this Article without additional cost to the Owner to make up the lag in scheduled progress.

ARTICLE 9: PAYMENTS AND COMPLETION: The following shall be considered revisions or additions to Article 9:

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

9.3 APPLICATIONS FOR PAYMENT: Add sub-paragraphs 9.3.1.3 thru 9.3.1.5, paragraph 9.3.4 and sub-paragraphs 9.3.4.1 thru 9.3.4.2 as follows:

9.3.1.3: The schedule for receipt of Applications for Payments and for Progress Payments shall be as indicated in the Contract Agreement, AIA Document A101 – 2007 edition “Standard Form of Agreement Between Owner and Contractor”, Article 5. AIA Document A101 is included in the Project Manual as reference only while the actual agreement will include the provisions/modifications noted within this Section “Supplementary Conditions”. Applications shall be submitted in duplicate to the Engineer. The period covered by each Application for Payment shall be one calendar month ending on the 15th day of the month. The schedule for receipt of Applications for Payments and for Progress Payments shall be as follows: Provided an Application for Payment is received by the Engineer & Owner not later than the 15th day of a month, the Owner shall make payment to the Contractor not later than twenty-eighth day of the following month. If an Application for Payment is submitted incomplete, without required original signatures, seals, supporting documentation, corresponding prevailing wage certifications etc., then the Application **will not** be processed until all correct/complete documents are received. Upon receipt of complete/correct documentation, the Application will be processed in accordance with the Agreement based on the *date when the complete/correct documentation was received*. The Owner is under no obligation to accelerate or provide special handling, manual cutting of checks, etc., for incorrect or incomplete payment applications received.

9.3.1.4: Applications for payment shall be made monthly based upon labor and materials completed. Requisitions for all payments will be made on AIA Document G702 Application and Certificate for Payment. Contractor will be required to submit an itemized, detailed cost breakdown showing quantities, unit costs, and totals to the Owner within twenty (20) days after Notice to Proceed. Form to be in conformance with Engineer & Owner requirements.

9.3.1.5: Payments will not be made for materials stored off site but only for materials on site and/or incorporated into the work.

9.3.4: Contractor further warrants that upon submittal of an Application for Payment, all Subcontractors and Sub-Subcontractors who performed work for which certificates of payment have been previously issued and payments received from the Owner have in fact been paid for such work.

9.3.4.1: Contractor hereby waives any right which it may have to assert a mechanics' or other lien against the work, the project site, and any improvements thereon. Further, the Contractor shall cause a similar waiver to be included in all of its Subcontract and Sub-Subcontracts. Contractor shall also execute a separate waiver of liens if so requested by the Owner.

9.3.4.2: Contractor shall defend, indemnify, and hold Owner harmless from and against any and all claims, actions and proceedings arising out of or related to any liens asserted against the work, the project site and any improvements thereon, or the payments due the Contractor under this agreement. As complete indemnification is intended, all costs and expenses, including reasonable attorney's fees, incurred by the Owner in enforcing this provision shall be reimbursed by the Contractor to the Owner.

9.4 CERTIFICATES FOR PAYMENT: Delete paragraph 9.4.1 and substitute the following:

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

9.4.1: The Engineer will, in no more than fourteen days after receipt of the Contractor's Application for Payment, either issue/sign a Certificate for Payment, with a copy to the Contractor, for such amount as the Engineer determines is properly due, or notify the Contractor in writing of the Engineer's reasons for withholding certification in whole or in part as provided in Subparagraph 9.5.1.

9.6 PROGRESS PAYMENTS: Add paragraph 9.6.8 as follows:

9.6.8: In accordance with PA Act 200 of 1982, and in accordance with 62 Pa.C.S.A. § 3921, when the contract is 50% completed, one-half of the amount retained by the contracting body shall be returned to the Contractor: Provided, that the Engineer approves the application for payment: And provided further, that the Contractor is making satisfactory progress and there is no specific cause for greater withholding. The sum or sums withheld by the contracting body from the Contractor after the contract is 50% completed shall not exceed 5% of the value of completed work based on monthly progress payment requests, except as otherwise provided in the Act.

9.7 FAILURE OF PAYMENT: Delete paragraph 9.7 and replace with the following:

9.7: If the Engineer does not issue a Certificate for Payment, through no fault of the Contractor, within fourteen days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Engineer or awarded by arbitration, then the Contractor may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of the shutdown, delay and start-up, which shall be accomplished as provided in Article 7.

9.8 SUBSTANTIAL COMPLETION: Delete paragraph 9.8.1 and substitute new paragraph as referenced in 8.2.3.5. above.

Add the following subparagraphs to 9.8.2 as follows:

9.8.2.1: The Contractor shall perform and complete his work according to the contract documents without fault or defect of any kind. In the absence of more specific directives, and insofar as applicable, the work shall comply with provisions contained in Section 017701 Closeout Procedures, Section 1.3. When these conditions of completion exist, Contractor shall proceed with Request for Certification of Substantial Completion as specified in Article 9.

9.8.2.2: It shall be understood that "Punch List" items and "Maintenance" items are different categories. All items called for in the Contract Documents to be installed, supplied or otherwise incorporated into the work, but which, at the time of completion are found not to be in compliance with the drawings and specifications, shall be considered punch list items.

9.9 Partial Occupancy or Use: Add paragraph 9.9.4 as follows:

9.9.4: The Owner reserves the right to occupy any portion of the project before it

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

has been entirely completed, with the distinct understanding that such occupancy shall not in any way constitute acceptance of the work or any part thereof, or of any work performed under contract. Such use shall also not constitute substantial completion of any building elements or system except as specifically approved by the Owner and Engineer. Substantial completion of contract or building system or component contained as part of that contract shall not extend substantial completion to any other building system or component within that contract.

9.10 FINAL COMPLETION AND FINAL PAYMENT: Add paragraphs 9.10.6 et seq thru 9.10.8 as follows:

9.10.6: Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Engineer the five (5) items enumerated in 9.10.2 plus the following:

9.10.6.1: State and/or Local Certificate of Occupancy

9.10.6.2: County and local municipality authority approvals

9.10.6.3: Supplemental Attachment for Accord Certificate of Insurance-AIA Document G715.

9.10.6.4: Affidavit of Payment of Debts and Claims - AIA Document G706.

9.10.6.5: Affidavit of Release of Liens - AIA Document G706A.

9.10.6.6: Consent of Surety to Final Payment - AIA Document G707.

9.10.6.7: Certification of Paid Wages in accordance with Pa Prevailing Wage Act.

9.10.6.8: Two Year Maintenance Bond in form as bound herein.

9.10.6.9: As-Built drawings.

9.10.6.10: Maintenance Manuals, Owner Training and Instructions.

9.10.6.11: Special written guarantees and warranties in addition to the two-year guarantee covered by Maintenance Bond. Guarantee shall be signed and sealed by Officer of the Contracting Firm and shall be notarized.

9.10.6.12: Ninety-five percent (95%) completion certified by the Engineer.

9.10.7: Upon completion of the punchlist and all that all other required scope of work has been completed in accordance with the Contract Documents, the Contractor shall submit a written request certifying that the project is ready for final inspection by the Engineer and Owner.

9.10.8: If, upon request of the Contractor for final inspection of the Engineer, the Engineer determines that the work is incomplete or otherwise unacceptable under the Contract Documents due to neglect or laxity on the part of the Contractor, the Engineer shall so notify the Contractor of such deficiencies in the work and shall authorize payment for work fully completed and accepted and approved, retaining an amount equal to 150% of the work remaining to be completed. Thereafter, the Contractor shall reimburse the Engineer all costs to conduct visits and prepare findings for each subsequent final observation the Engineer shall be called upon to conduct.

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY: The following shall be considered revisions or additions to Article 10:

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

10.1: SAFETY PRECAUTIONS AND PROGRAMS: Add paragraphs 10.1.1 and 10.1.2 as follows:

10.1.1: The Owner will not be responsible for providing a safe working place for the Contractors, their Subcontractors or their employees, or any individual responsible to them for the work.

10.1.2: Neither the activities of the Owner, nor the presence of the Owner and his agents at a construction site, shall relieve any Contractor and any other entity of their obligations, duties, and responsibilities. Responsibilities shall include, but are not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Owner and his agents have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the Owner's agreement with the Contractor. The Owner, the Engineer and Municipality where the work is performed shall be indemnified and shall be made additional insureds under the Contractor's general liability insurance policy.

10.2 SAFETY OF PERSONS AND PROPERTY: Add paragraphs 10.2.9 thru 10.2.12:

10.2.9: The Contractor shall conform to requirements of the Federal Occupational Safety and Health Act, and the Construction Safety Code. The requirements of the State, Local and Association Codes shall apply where they are equal to or more restrictive than the requirements of the Federal Act.

10.2.10: The Contractor shall protect all materials and equipment for which he is responsible, which is stored at the Project Site for incorporation in the work, or which has been incorporated into the work. He shall replace all such materials and equipment which may be lost, stolen or damaged at his expense, whether or not such materials or equipment have been entirely or partially paid for by the Owner.

10.2.11: Contractor shall submit Safety Data Sheets (S.D.S.) to the Owner (if requested) for all material to be used on site and prior to material being brought on site. The Contractor shall maintain Material Safety Data Sheets and make them available for inspection to everyone as required by law.

10.2.12: Contractor shall hold weekly safety meetings to provide for the safeguarding of persons and property. The Contractor shall record minutes of the meetings for the record.

ARTICLE 11: INSURANCE AND BONDS:

The following shall be considered revisions or additions to Article 11 of the AIA Document A201 - 2007:

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

11.1 Contractor's Liability Insurance:

11.1.1 Modify and Supplement as follows:

1. Modify Article 11.1.1 as follows:

Insert the words: "and to which the Owner has no reasonable objection" after the words "in which the project is located" in the first sentence. Insert the words: "and also name as additional insured the Owner" after the words "as will protect the contractor".

2. Supplement Article 11.1.1 as follows:

The minimum limits of liability shall be as follows or greater where required by law:

Workers Compensation

Coverage A	Statutory
Employers Liability-Coverage B	\$ 500,000 each accident \$ 500,000 disease - policy limit \$ 500,000 disease - each employee

Comprehensive General Liability including Premises Liability, Products/Completed Operations Liability, Broad Form Property Damage, Explosion, Collapse and Underground Hazard (XCU) for contractors performing excavating, trenching and backfilling, Owners and Contractor Protective, and Contractual Liability including specific provisions for the contractor's obligations under Article 3.18 Indemnification. Products and Completed Operations insurance shall be maintained for a minimum period for at least two (2) years after either ninety (90) days following substantial completion of the project or final payment. General Liability Aggregate limits to apply on a "per project" basis.

\$1,000,000 per occurrence
\$1,000,000 products/completed operations
\$1,000,000 personal/advertising injury
\$2,000,000 general aggregate

Business Automobile Liability \$1,000,000 Combined Single Limit

Coverage to include owned, hired and non-owned vehicles used by contractor and sub-contractors.

Excess/Umbrella Liability \$5,000,000 each occurrence/aggregate

Such coverage shall be excess of the general liability, automobile liability, and employers liability as required by this contract.

11.1.2. Modify as follows:

Delete the second sentence and substitute the following revised sentence:

Coverages must be written on an occurrence basis and shall be maintained without interruption from the date of commencement of the work until the date of final payment and termination of any coverage required to be maintained after final payment and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of work or for such other period for maintenance of completed operations coverage as specified in the contract documents.

11.1.3: Modify as follows:

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

Delete the first sentence and substitute the following revised sentence: Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to signing the contract, and thereafter upon renewal or replacement of each required policy of insurance.

Delete the second sentence and substitute the following revised sentence: These certificates and the insurance policies required by Section 11.1 shall contain a provision that coverages afforded under the policies will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to the owner by certified mail with return receipt requested.

Add the following:

11.1.3.1: The contractor's insurance policies shall be placed with insurance companies holding an A.M. Best Rating of A-/VIII or better.

11.1.3.2: The contractor shall require all subcontractors furnishing labor or materials for the project to take out and maintain the same general liability, automobile liability, excess liability and workers compensation insurance as required to be provided by the contractor in accordance with the contract, so as to protect the subcontractor and also name the owner as additional insured.

11.1.3.3: The Contractor shall not commence work under this contract until he has obtained, at his expense, all insurance required by this contract and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work in his subcontract until all similar insurance requirements of the Contractor have been obtained by the Subcontractor and approved.

11.1.3.4: The following wording or similar language is not permitted on the certificate:

1. "Endeavor to"
2. "But failure to mail such notice shall impose no obligation of liability of any kind upon the company, its agents or representatives."

11.1.3.5: A statement must be included in the description section of the Certificate of Insurance indicating that the insurance stated on the certificate is primary to any and all other applicable and collectable insurance coverage.

11.1.4: Modify as follows:

The Owner, Criterion Laboratories, and Buckingham Township shall be named as additional insureds on the above mentioned policies.

11.3: PROPERTY INSURANCE

11.3.1.3: Delete 11.3.1.3 and replace with the following:

Owner's property insurance policies include a deductible clause of up to \$5,000 per claim. Damages less than \$5,000 shall remain the responsibility of the contractor.

Add:

11.3.11: The contractor may carry whatever additional insurance he deems necessary to protect himself against hazards not covered by the owner's property insurance and against loss of owned or rented capital equipment and tools owned by mechanics or any tools, equipment, scaffolding, staging, towers, and forms owned or rented by the contractor, the capital value of which is not included in the cost of the work.

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

ARTICLE 12.2: UNCOVERING AND CORRECTION OF WORK:

Delete sub-paragraph 12.2.2 and substitute as follows:

12.2.2: If, within two years after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Subparagraph 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This period of two years shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. This obligation under this Subparagraph 12.2.2 shall survive acceptance of the Work under the Contract and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT: The following shall be considered revisions or additions to Article 14:

14.2 TERMINATION BY THE OWNER FOR CAUSE: Add subparagraphs 14.2.1.5 thru 14.2.1.9 and delete paragraph 14.2.3 substituting new paragraphs 14.2.3 and 14.2.3.1 as follows:

14.2.1.5: If Contractor is adjudged bankrupt or insolvent, subject to the provision of the National Bankruptcy Act and specifically 11 U.S.C., Paragraph 365.

14.2.1.6: If Contractor makes a general assignment for the benefit of creditors.

14.2.1.7: If a trustee or receiver is appointed for Contractor or for any of Contractor's property.

14.2.1.8: If Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws.

14.2.1.9: If Contractor disregards the authority of the Owner.

14.2.3: If Contractor otherwise violates any provisions of the Contract Documents, the Owner may, after giving Contractor and his Surety seven (7) days' written notice, terminate the services of Contractor, exclude Contractor from the site and take possession of the Work and of all Contractor's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion), incorporate in the Work, all materials and equipment stored elsewhere, and finish the Work as Owner may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to Contractor. If such costs exceed such unpaid balance, Contractor shall pay the difference to Owner. Such costs incurred by Owner shall be verified and incorporated in a Change Order, but in finishing the Work, Owner shall not be required to obtain the lowest figure for the Work performed.

14.2.3.1: Where Contractor's services have been so terminated by Owner, the termination shall not affect any rights of Owner against Contractor then existing

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE: Add paragraph 14.3.3 as follows:

14.3.3: Should the Owner be prevented or enjoined from proceeding with work or from authorizing its prosecution either before or after its prosecution, by reason of any litigation, labor dispute, etc., the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, but Time for completion of the Work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.

ARTICLE 15: CLAIMS AND DISPUTES: The following shall be considered revisions or additions to Article 15:

15.2 INITIAL DECISION: Make the following change to 15.2.1:

15.2.1: The Engineer will be the Initial Decision Maker and will recommend approval or rejection of Claims by written decision, which shall state the reasons there for and which shall, if the Claim is recommended for approval, notify the parties of any change in the Contract Sum or Contract Time or both.

15.3 MEDIATION: Delete Article 15.3 and replace with the following:

15.3: All claims, disputes, and other matters in question between the Contractor and the parties to the Contract arising out of, or relating to, the Contract or the breach thereof shall be exclusively litigated in the Court of Common Pleas of Bucks County, Pennsylvania and shall not be subject to arbitration.

15.4 ARBITRATION: Delete this Article titled "Arbitration" and all references to Arbitration as set forth in A.I.A. Document A201, as this article is hereby deleted from the said document and this agreement.

15.5 OWNER'S ELECTION: Add Article 15.5 as follows:

15.5.1: The Owner may elect mediation at any time, regardless of whether judicial proceedings have been commenced, and the Owner's commencement of or participation in such judicial proceedings shall not waive the Owner's right to later elect mediation.

15.5.2: The Contractor may not commence any judicial proceedings against the Owner without first offering the Owner the opportunity to initially elect mediation by notifying the Owner, in writing and by certified mail, of the nature of the dispute, the factual basis for its claims, and the amount or other relief claimed. If the Owner does not make its election within thirty days after such notice, the Contractor may proceed to resolve such dispute through judicial proceedings.

15.5.3: The Owner shall have the right to elect mediation with the Contractor's Surety under the surety bonds to the same extent and in the same manner as the Owner's right to so elect with the Contractor under Articles 15.3. The Surety shall be bound by the terms of Article

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

15.3 and 15.5 with respect to any mediation elected by the Owner under the surety bonds and shall assume toward the Owner all of the duties, obligations, and responsibilities which the Contractor assumes toward the Owner under those Articles in the event of such an election.

ARTICLE 16: DISCRIMINATION PROHIBITED

16.1: In accordance with Section 755, Public School Code of Pennsylvania, 1949 as amended, and according to 62 Pa. C.S.A. § 3701, the Contractor agrees that:

16.1.1: In the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor or any person acting on behalf of the contractor or subcontractor shall by reason of gender, race, creed or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

16.1.2: No contractor or sub-contractor, or any person on their behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under the contract on account of gender, race, creed or color;

16.1.3: The contract may be canceled or terminated by the school district, and all money due or to become due under the contract may be forfeited for a violation of the terms or conditions of this portion of the contract.

ARTICLE 17: PROVISION FOR THE USE OF STEEL AND STEEL PRODUCTS MADE IN THE UNITED STATES:

17.1: In accordance with Act No. 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, if any steel or steel products are to be used or supplied in the performance of the contract, only those steel products produced in the United States as defined therein shall be used or supplied in the performance of the contract or any subcontracts thereunder.

17.2: In accordance with Act 161 of 1982, cast iron products shall also be included and produced in the United States. Act 141 of 1984 further defines "steel products" to include machinery and equipment. The act also provides clarifications and penalties.

ARTICLE 18: HIRING CONDITIONS OF EMPLOYMENT:

18.1: The Contractor agrees to abide and bound by the laws of the Commonwealth of Pennsylvania, relating to and regulating the hours and conditions of employment.

ARTICLE 19: HUMAN RELATIONS ACT. NO. 222 AS AMENDED

19.1: The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P.L. 744) (43 P.S., Section 951, et seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors and others. The Contractor shall agree to comply with the provisions of this Act as amended that is made part of this specification. Your attention is directed to the language of the Commonwealth's non-discrimination clause in 16 PA. Code 49.101.

ARTICLE 20: PENNSYLVANIA MINIMUM PREVAILING WAGE RATES:

20.1: Contractor shall comply with the following "Pennsylvania Minimum Prevailing Wage Rate" requirements:

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

20.2: PENNSYLVANIA MINIMUM PREVAILING WAGE RATES (Act No. 442 of 1961, P.L. 987, Amended by Act 342 of 1963, P.L. 653) This regulation and the general Pennsylvania prevailing minimum wage rates, as determined by the Secretary of Labor and Industry, which shall be paid for each craft or classification of all workers needed to perform the contract during the anticipated term therefor in the locality in which public work is performed, are made part of this Specification as herein included.

ARTICLE 21: ACT 153 - BACKGROUND CLEARANCE CHECKS (Formerly ACT 34, ACT 151, ACT 114, ACT 127)

21.1 PENNSYLVANIA CRIMINAL HISTORY RECORD (Formerly Act 34)

21.1.1: Act 153 of 2014 requires all employees of public schools and employees of contractors working in public schools to undergo background checks before employment in areas where such employees could be in contact with students. The fee for running this clearance is \$10.

21.1.2: Each Contractor, his employees, and all Sub-Contractors who, in performing work per these Specifications, and who will be on the Owner's site will be required to have a Pennsylvania Criminal History (Formerly Act 34) clearance and be able to furnish a validated original copy of the Pennsylvania State Police Criminal History Record Information Report. Non-resident workmen will also be required to provide a copy of an FBI fingerprint card. Each Contractor, for himself and for his subcontractors, shall maintain a log of all workmen on the job requiring Pennsylvania Criminal History Clearances. The School District reserves the right to review the contractor's documents required above to determine compliance with this Act. Failure to comply with this requirement shall be deemed a breach of the contract between the District and the Prime Contractor, will result in withholding of payments for wages, and may result in assessment of a civil penalty under the Act. Contractor will be held responsible, as part of these Specifications, for compliance with Act 153 and will further be responsible for the compliance of all subcontractors.

21.1.3: Original Pennsylvania Criminal History clearances must be reviewed by the School District prior to the employee working on-site.

21.2 PENNSYLVANIA CHILD ABUSE HISTORY CLEARANCE (Formerly Act 151)

21.2.1: Contractors shall obtain Pennsylvania Child Abuse History Clearance (Formerly Act 151) statements from the Pennsylvania Department of Public Welfare pursuant to the Act. The fee for running this clearance is \$10.

21.2.2: All employees on the site must have Pennsylvania Child Abuse History Clearance. The Contractor, for himself and for his subcontractors and their employees, shall maintain a log of all workers on the job requiring those Clearances. The Pennsylvania Child Abuse History Clearance of these workers shall be kept on the job site.

21.2.3: The School District reserves the right to review the Contractors' documents required above to determine compliance with this Act. Failure to comply with this requirement shall be deemed a breach of the contract between the District and the Prime Contractor, will result in withholding of payments for wages, and may result in assessment of a civil penalty under the Act. Contractor will be held responsible, as part of these Specifications, for compliance with the Act and will further be responsible for the compliance of all subcontractors.

21.2.4: Original Pennsylvania Child Abuse History clearances must be reviewed by the School District prior to the employee working on-site.

21.3 FBI FEDERAL CRIMINAL HISTORY RECORD (Formerly Act 114)

21.3.1: The Contractor will be required to present an original FBI Criminal Record Check (Formerly Act 114) for each employee working on-site.

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

21.3.2: FBI Criminal History Records are obtained by being fingerprinted by Cogent Systems. Contact Cogent Systems (www.pa.cogentid.com or 888-439-2486) to make an appointment. The fingerprinting fee is \$40.

21.3.3: Applicants will be required to present a photo ID prior to the fingerprinting process.

21.3.4: Original FBI Criminal History clearances must be reviewed by the School District prior to the employee working on-site.

21.4 PUBLIC WORKS EMPLOYMENT VERIFICATION ACT (ACT 127 OF 2012)

21.4.1: The Pennsylvania Public Works Employment Verification Act (Act 127 of 2012) went into effect on January 1, 2013, and has an important effect on public works contracts bid and the responsibilities under the act in regard to contractors and subcontractors who work on public works projects. Additional information on Act 127 can be found at the Pennsylvania Department of general Services website at www.dgs.state.pa.us by clicking "Construction and Public Works" in the left navigation pane, and then on top left pane, click on Act 127 of 2012 "Public Works Employment Verification."

21.4.2: U.S. law requires companies to employ only individuals who may legally work in the United States – either U.S. citizens, or foreign citizens who have the necessary authorization. Employment eligibility of hired employees must comply with the federal government's E-Verify® system. E-Verify is an Internet-based system that allows businesses to determine the eligibility of their employees to work in the United States. The E-Verify system is administered by the U.S. Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) and additional information concerning compliance can be found on the internet at: <http://www.dhs.gov/e-verify>.

21.4.3: Prior to award of a contract, contractor shall complete the "Commonwealth of Pennsylvania Public Works Employment Verification Form", copy of which is included as "Attachment D". Bidder will not be awarded a contract if he fails to submit a completed Verification form.

21.4.4: Contractor shall maintain documentation of continued compliance with the Act. During the Construction Phase of the Project, Verification forms will be required to be submitted to the Central Bucks School District from all subcontractors of any level prior to commencing work on the Project. Prime Contractor shall notify all subcontractors of the applicability of the Act. If requested by the Owner, contractor and/or subcontractors shall provide proof of enrollment in the E-Verify program.

21.5: ACT 24 ARREST/CONVICTION REPORT AND CERTIFICATION FORM (NON-ACT 153 REQUIREMENT)

21.5.1: The Contractor will be required to present an original Arrest/Conviction Report and Certification Form (Act 24) for each employee working on the site. This standardized form has been developed by the Pennsylvania Department of Education pursuant to Act 24 of 2011. Additional information can be found online at:

http://www.portal.state.pa.us/portal/server.pt/community/background_checks_%28act_114%29/7493/act_24_of_2011%2C_24_ps_1-111%2C_background_checks/601417.

21.5.2: All employees on site must have Act 24 Clearance. The Contractor from himself and for his subcontractors and their employees, shall maintain a log of all workers on the job requiring Act 24 clearances. The Act 24 forms for these workers shall be kept on the job site.

21.5.3: The School District reserves the right to review the Contractors' documents required above to determine compliance with the Act. Failure to comply with this requirement shall be deemed a breach of Contract between the District and Prime Contractor, will result in withholding of payments for wages and may result in assessment of a civil penalty under the Act. Contractor will be held responsible, as part of these Specifications, for compliance with Act 24 and will further be responsible for the compliance of all subcontractors.

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

21.5.4: Original Act 24 Clearances must be reviewed by the School District prior to the employee working on site.

ARTICLE 22: SMOKING REGULATIONS:

22.1: The Board of School Directors of the Central Bucks School District has adopted a **NO SMOKING POLICY**. Smoking is not permitted on any part of any school property by students, staff, the public, or contractors performing work on any school property. Contractors are to enforce this regulation with all workers on this project, including all sub-contractors and material suppliers. Any worker who violates this regulation may be fined and/or not permitted to work on the project.

ARTICLE 23: LEAD-SAFE PRACTICES

23.1: In accordance with EPA's Renovation, Repair and Painting Program (40 CFR Part 745, Subpart E), Contractors, as a result of the Work, disturbing any painted surface in a child-occupied facility built before 1978 must comply with the Act. Holicong Middle School is not defined as a child-occupied facility and therefore, the requirements of this Act are not applicable for this project.

ARTICLE 24: ASBESTOS:

24.1: In the event a Contractor by virtue of his work for the District discovers or suspects asbestos, the Contractor must immediately notify the District and perform no further work in connection with the asbestos. If directed by the District to remove the asbestos, the Contractor must take all steps required by all federal, state and local agencies regarding asbestos removal. The asbestos removal operations may be the subject of a change order or a supplemental contract to this Contract, or a separate contract to another Contractor as the District may determine. If a Contractor fails to meet the requirements of the federal, state and local regulations and these regulations related to the discovery, removal, and clean-up, the Contractor shall be subject to immediate termination and the Contractor shall be responsible for all costs and expenses related to the removal and cleanup of the asbestos including consulting Engineer and/or other professional fees.

24.2: No asbestos-containing materials of any kind shall be used in construction of this project. If requested by the Owner, Contractor shall submit a certification to the Owner at the completion of the project stating that no asbestos-containing materials were used in the construction of this project.

24.3: Contractor shall comply with all requirements of the Central Bucks School District Asbestos Management Plan, Contractor and/or Vendor as included as Attachment A at the end of the Supplementary Conditions.

ARTICLE 25: PROTECTION OF PERSONS AND PROPERTIES:

25.1: Contractor is reminded of his responsibility for all requirements of Article 10 of the General Conditions. In accordance with Article 10.2.6, the Contractor shall designate by letter to the Owner, the person in his organization at the site whose duty shall be the prevention of accidents and shall be responsible for safety precautions and programs. The Contractor will be responsible for taking all necessary protective measures and precautions to prevent damage to the site, the building, and its contents. Contractor shall promptly repair or replace any damage without any costs to the Owner and be responsible for any injury.

25.2: Pneumatic and Powder Actuated Fasteners: The use of pneumatic or powder actuated devices/fasteners shall be used only under strict safety guidelines set up by the Contractor in accordance with all safety codes and regulations. Under no conditions shall these fasteners or devices be used while the building is occupied in the area of the work.

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

25.3: During the course of the work, the Owner will continue use of portions of the building and perform other contracted work. The Contractor shall continue to maintain the Owner's access and functional use of the building.

25.4: Dirt & Dust Protection: During the process of demolition of any existing conditions, or when new construction creates dust and dirt, Contractor shall furnish and maintain suitable equipment and barriers and take precautionary measures to prevent dust and dirt from being transmitted into occupied or finished areas of the building or the buildings mechanical systems.

25.4.1: Dustproof Partitions: Contractor shall construct temporary insulated solid dustproof partitions where required to separate areas where unacceptable temperature, noise or extensive dirt or dust operations are performed. Contractor shall maintain dustproof partitions and enclosures as required to prevent the spread of dust or fumes to occupied portions of the building or into mechanical systems that service occupied portions of the building. Partitions shall be equipped with dustproof doors and security locks as required.

25.4.2: Pollution Controls: Contractor shall use filtering systems, temporary enclosures, and other suitable methods to limit dust and dirt rising and scattering in air to lowest practical level. Maintain a minimum of 0.1 inches of water, negative pressure from point of enclosure. Contractor shall provide exhaust from a location as remote as possible from unaltered areas. The point of exhaust shall be a minimum of 25 feet from any air intake or building opening in compliance with regulations as established by the environmental protection agency and applicable governmental and local requirements.

25.5: Protections: Contractor shall provide temporary barricades, including proper ventilation and other forms of protection as required to protect occupants and general public from injury due to construction work.

25.6: Safe Passage of Others: Contractor shall provide protective measures as required to provide free and safe passage of occupants and general public to and from occupied portions of the building. Maintain exits in a manner that is acceptable to the Local Building Official.

25.7: Provide weatherproof enclosures for exterior openings resulting from construction work. Enclosures at spaces requiring heating shall be thermally insulated.

ARTICLE 26: SITE ACCESS, DELIVERIES AND STORAGE

26.1: Parking of all vehicles shall be on surfaces and at locations designated by the Owner. Maintain posted vehicle speeds on school property. Restoration of any lawn surfaces used for parking shall be restored by the respective Contractor to the satisfaction of the Owner at the Contractor's expense.

26.2: Contractor and subcontractors shall make arrangements for material and equipment deliveries. Under no circumstances will the Owner's representatives or school personnel sign for deliveries or furnish labor to unload delivery trucks.

26.3: Storage of equipment and materials shall be the responsibility of the Contractor. Contractor shall make provisions for the receipt, unloading, and storage of all construction materials on the site and at location(s) coordinated with the Owner. Exterior storage of materials or equipment shall be in accordance with local codes and ordinances.

26.4: Installers shall verify clearances of all paths at job site leading to final installation locations, and break down the final product components into component assemblies sized accordingly to negotiate all corners, turns, etc., in the path to its final installation location.

ARTICLE 27: PROJECT SCHEDULE AND COORDINATION:

27.1: The work of this project must be phased and coordinated with the Owner. See Article 3.10 Contractor's construction Schedule.

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

27.2: See also Article 8: Time, include herein, for additional information on project commencement and completion dates and corresponding liquidated damages requirements.

27.3: Contractor shall minimize disruption to activities on site. Work shall be confined to the specific, limited project work areas. The procedures herein established and the schedule of work developed shall be strictly adhered to.

27.4: Hours of Work and Building Access:

27.4.1: Contractors will have access to the work areas as noted in Article 3.13.3 and subject to 28.4.3 below.

27.4.2: If for any reason, work under this contract is not substantially complete by the project completion date, then days and hours of work will be as stipulated by the Owner, at no additional cost to the Owner.

27.4.3: During the course of the work, the Owner will continue use of the site. Work shall be coordinated with the Owner to permit continued functional use of the site and building.

ARTICLE 28: PREVENTION OF ENVIRONMENTAL POLLUTION:

28.1: Section 3301 of the Pennsylvania Commonwealth Procurement Code requires that all invitations for Bids and requests for proposals for construction projects issued by any governmental agencies shall set forth any provisions of Federal and State statutes, rules, and regulations dealing with prevention of environmental pollution and the preservation of public natural resources that affect the Project. In this regard, attached to the specifications is a Notice of said provisions prepared by the Pennsylvania Department of Environmental Resources under Act 247 of 1972, 52 P.S. § 1612 (repealed). See Attachment E. Contractor is hereby notified and agrees to comply with the terms of all statutes, rules and regulations enumerated in said Notice. Where any identified environmental statute, rule and/or regulation, has been revised, amended, supplemented, repealed and/or supplanted, Contractor shall comply with such statute, rule and/or regulation as so modified. Notwithstanding the foregoing, failure to include any applicable environmental statute, rule and/or regulation in the Attachment E shall not relieve Contractor of its obligation to comply with same.

END OF SECTION 00 73 00

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

Attachment A:

**Central Bucks School District
District Asbestos Abatement Management Plan**

Dear Contractor and/or Vendor:

The Federal Government has passed legislation (AHERA 40 CFR 763) that requires all public schools be inspected for the presence of asbestos containing materials. The inspection must identify the asbestos containing materials as to type, condition, location and accessibility.

This inspection becomes an essential part of each school district's Asbestos Management Plan which is forwarded to the State Department of Education for examination and approval. The Asbestos Management Plan outlines in detail the location of the asbestos and the approved guidelines for dealing with it on an operational and maintenance basis.

No work, contracted or otherwise, is to be performed in the Central Bucks School District without the contractor and/or worker reviewing the school district's management plan for the building and/or area in which the work is to occur.

Copies of each building's management plan are on file in each building administrator's office and the complete district's management plan is on file in the Facilities Office. It is the responsibility of the contractor, subcontractor and/or worker to carefully review these plans as they relate to areas in which work is to be performed. No asbestos containing materials are to be disturbed without written authorization from the School District and must be done in full compliance with Federal and State Regulations.

Review of the School District's Asbestos Management Plan can be arranged by contacting the Facilities Office at (267) 893-4038.

Thank you for your cooperation

Sincerely,

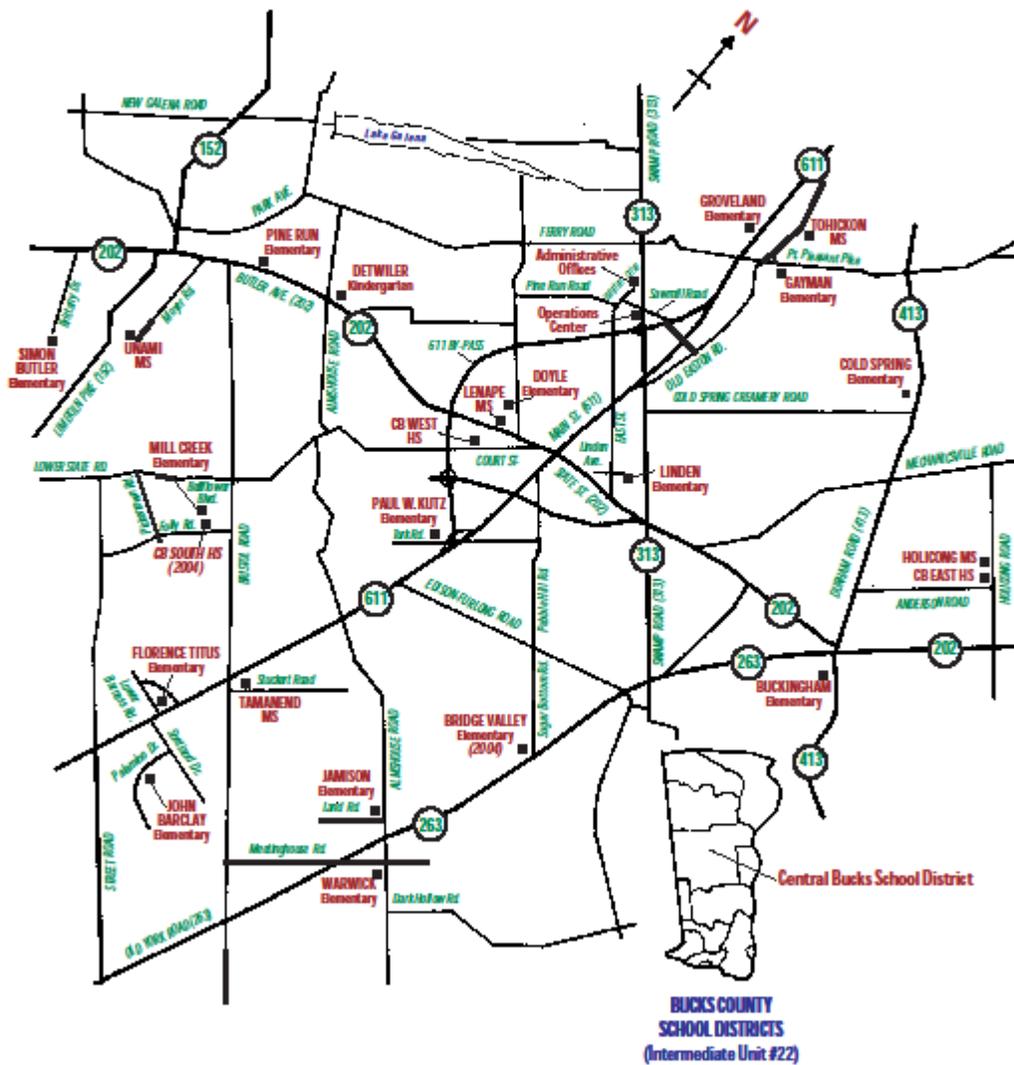
Michael Nickerson
CBSD Designated Person

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

Attachment B: Central Bucks School District Map

CENTRAL BUCKS SCHOOL DISTRICT

16 Welden Drive • Doylestown, Pennsylvania 18901-2359



CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

Attachment C: PREVAILING MINIMUM WAGE PREDETERMINATION

The Schedule of Minimum Wages as determined by the Department of Labor and Industry, Commonwealth of Pennsylvania, is hereby made a part of this specification. A copy of this form is inserted in each copy of these documents along with Labor and Industry form LIPW-128. The Project is subject to the Pennsylvania Prevailing Wage Act approved August 15, 1961. (Act 442) as amended. The pages titled "Duties of Awarding Agencies Under Pennsylvania Prevailing Wage Act" (LIPW-1) are issued following this page. These duties include requirements of both the awarding agency (Owner), the Contractor and Subcontractors. It is understood that the Owner will comply with its required duties. The Contractor and Subcontractors shall comply with all duties and instructions required of them. All items mentioned as "contract requirements" in the document are hereby made a part of the contract to the same extent as if included in the Owner-Contractor Agreement. See also "Intent to Comply" statement in the Proposal Form.

"Weekly Payroll Certification for Public Works Projects" (Form LIPW-128). All Contractors and Subcontractors shall complete this form for each week worked on this project. The first and last weeks certification shall be fully completed and notarized as indicated. Each Weekly Payroll Certification Form shall be forwarded to the Owner for inclusion in the Owner's records. Payroll Certification Forms covering work periods included in an application for payment shall be submitted before or with the respective Application for Payment. Failure to submit forms as noted may result in withholding processing of payment application until correct and complete forms are received.

Pennsylvania Prevailing Wage Rate Requirements:

- A. The general provisions of the Pennsylvania Prevailing Wage Act, approved August 15, 1961, as amended are applicable to this project.
- B. Prevailing Wage Determination is incorporated into and made a part of the contract.
 1. The general prevailing minimum wage rates including contributions for employee benefits as shall have been determined by the Secretary which must be paid to the workmen employed in the performance of the contract. The contract shall specifically provide that the Contractor shall pay no less than the wage rates as determined in the decision of the Secretary of Labor and Industry and shall comply with the conditions of the Pennsylvania Prevailing Wage Act approved August 15, 1961 (Act No. 442), as amended August 9, 1963 (Act No. 342), and the Regulations issued pursuant thereto, to assure the full and proper payment of said rates.
 2. The Contract shall contain the stipulation that such workmen shall be paid pay no less than such general prevailing wage rates and such other provisions to assure payment thereof as hereto set forth in this section.
 3. The contract provisions shall apply to all work performed on the contract by the Contractor and to all work performed on the contract by all subcontractors.
 4. The Contractor shall insert in each of his subcontractors all of the stipulations contained in these required provisions and such other stipulations as may be required.
 5. The contract shall provide that no workmen may be employed on the public work except in accordance with the classifications set forth in the decision of the Secretary. In the event that additional or different classifications are necessary the procedure set forth in Section 7 of these Regulations shall be followed.

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

6. The contract shall provide that all workmen employed or working on the public work shall be paid unconditionally, regardless of whether any contractual relationship exists or the nature of any contract, subcontractor and workmen, not less than once a week without deductions or rebate, on any account, either directly or indirectly, except authorized deductions, the full amount due at the time of payment. Computed at the rates applicable to the time worked in the appropriate classification. Nothing in the contract, the Act or these Regulations shall prohibit the payment of more than the general prevailing minimum wage rates as determined by the Secretary to the workmen on public work.
7. The contract shall provide that the Contractor and each subcontractor shall post for the entire period of construction the wage determination decisions of the Secretary, including the effective date of any changes thereof, in a prominent and easily accessible place or places at the site of the work and at such place or places used by them to pay workmen their wages. The posted notice of wage rates must contain the following information:
 - a. Name of project.
 - b. Name of public body of which it is constructed.
 - c. The crafts and classifications of workmen listed in the Secretary's general prevailing minimum wage rate determination for the particular project.
 - d. The general prevailing minimum wage rates determined for each craft and classification and the effective date of any changes.
 - e. A statement advising workmen that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the Contractor and/or subcontractor are not complying with the Act or these Regulations in any manner whatsoever, they may file a protest with the Secretary of Labor and Industry. Any workmen paid less than the rate specified in the contract shall have a civil right of action the difference between the wage paid and wages stipulated in the contract, which right of action must be exercised within six (6) months from the occurrence of the event creating such right.
8. The contract shall provide that the Contractor and all subcontractors, shall keep an accurate record showing the name, craft and/or classification, number of hours worked per day, and the actual hourly rate of wage paid (including employee benefits) to each workman employed by him in connection with the public work and such record must include any deductions from each workman. The record shall be preserved for two (2) years from the date of payment and shall open at all reasonable hours to the inspection of the public body awarding the contract and to the Secretary or his duly authorized representative.
9. The contract shall provide that apprentices shall be limited to such numbers as shall be in accordance with a bona fide apprenticeship program registered with and approved by the Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with the provisions of the Apprenticeship and Training Act approved July 14, 1961 (Act No. 304) and the Rules and Regulation issued pursuant thereto shall be employed on the public work project. Any workmen using the tools of a craft who does not qualify as an apprentice within the provisions of this subsection shall be paid the rate predetermined for journeyman in that particular craft and/or classification.
10. Wages shall be paid without any deductions except authorized deductions. Employers not party to a contract requiring contributions for employee benefits which the Secretary

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workman.

11. Payment of compensation to workmen for work performed on public work on a lump sum basis, or a piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the Act and these Regulations, regardless of the average hourly earnings resulting therefrom.
12. The contract shall also provide that each Contractor and each subcontractor shall file a statement each week and a final statement at the conclusion of the work on the contract with the contracting agency, under oath, and in form satisfactory to the Secretary, certifying that all workmen have been paid wages in strict conformity with the provisions of any wages remain unpaid to the amount of wages and owing to each workman respectively.
13. The provision of the Act and these Regulations shall be incorporated by reference in the contract.

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

ATTACHMENT D:



COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date _____

Business or Organization Name (Employer) _____

Address _____

City _____ State _____ Zip Code _____

Contractor Subcontractor (check one)

Contracting Public Body _____

Contract/Project No _____

Project Description _____

Project Location _____

As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of the above date, our company is in compliance with the Public Works Employment Verification Act ('the Act') through utilization of the federal E-Verify Program (EVP) operated by the United States Department of Homeland Security. To the best of my/our knowledge, all employees hired post January 1, 2013 are authorized to work in the United States.

It is also agreed to that all public works contractors/subcontractors will utilize the federal EVP to verify the employment eligibility of each new hire within five (5) business days of the employee start date throughout the duration of the public works contract. Documentation confirming the use of the federal EVP upon each new hire shall be maintained in the event of an investigation or audit.

I, _____, authorized representative of the company above, attest that the information contained in this verification form is true and correct and understand that the submission of false or misleading information in connection with the above verification shall be subject to sanctions provided by law.

Authorized Representative Signature

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

SECTION 01 10 00 – SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Work covered by the Contract Documents.
 - 2. Type of the Contract.
 - 3. Time of completion and work phases.
 - 4. Work under other agreements.
 - 5. Work under other contracts.
 - 6. Use of premises.
 - 7. Owner's occupancy requirements.
 - 8. Work restrictions.
 - 9. Specification formats and conventions.
- B. Related Sections include the following:
 - 1. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Asbestos Abatement
 - 1. Holicong Middle School, 2900 Holicong Road, Doylestown, PA 18902(Buckingham Township)
- B. Owner: Central Bucks School District, 20 Welden Drive, Doylestown PA 18901
 - 1. Owner's Representative: Michael Nickerson, CHMM, Environmental/Safety Coordinator, 320 West Swamp Road, Doylestown PA 18901 (267-893-4038)
- C. Engineers: Criterion Laboratories, 3370 Progress Ave, Bensalem , PA
 - 1. Project Designer: Michael Panepresso, Phone: 215-244-1300
- D. Project Coordinator: Asbestos Supervisor shall serve as Project Coordinator.
- E. The Work consists of the following:
 - 1. Asbestos abatement and selected demolition, and associated work, related to Phase 5 renovations at Holicong Middle School, summer 2017.

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

1.4 TYPE OF CONTRACT

- A. Project will be constructed under multiple contracts. See Division 01 Section "Summary of Multiple Contracts" for a description of work under each separate contract. Each contract is performed concurrently and coordinated closely with construction activities performed on Project under other contracts. Contracts for this Project include the following:
 - 1. Asbestos Abatement Contract

1.5 TIME OF COMPLETION AND WORK PHASES

- A. Except as noted below, the entire work of the contract(s) shall be substantially complete on or before date indicated in Supplementary General Conditions based on Notice to Proceed issued no later than date indicated in Supplementary General Conditions.
 - 1. The Owner reserves the right to delay issuance of Notice to Proceed beyond the date indicated above. The sole remedy available to the Contractor shall be extension of the Contract completion date by the same number of days as the delay in issuance of the Notice to Proceed. No changes in the Contract sum will be permitted as a result of this delay.

1.6 USE OF PREMISES

- A. General: Contractor shall have limited use of premises for construction operations within spaces required for new work.
- B. Use of Site: Limit use of premises to parking and staging areas designated by Owner. Except for on site work indicated, do not disturb Project site.
- C. Use of Existing Building: Maintain existing building in a weathertight condition throughout construction period. Repair damage caused by construction operations. Protect building and its occupants during construction period.

1.7 OWNER'S OCCUPANCY REQUIREMENTS

- A. Full Owner Occupancy: Owner will occupy site and existing building during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits, unless otherwise indicated.
 - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
 - 2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.

1.8 WORK RESTRICTIONS

- A. On-Site Work Hours: As stipulated in Supplementary General Conditions. See Article 3.13 for use of the site and available hours of work.

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Owner not less than two days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Owner's written permission.

1.9 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 49-division format and CSI/CSC's "MasterFormat" numbering system.
 - 1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
 - 2. Division 01: Sections in Division 01 govern the execution of the Work of all Sections in the Specifications.

- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
 - 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00

SECTION 01 26 00 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

1.3 MINOR CHANGES IN THE WORK

- A. Engineer will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Engineer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by Engineer are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 - 2. Within ten (10) days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Engineer.
 - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Division 01 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

C. Proposal Request Form: Use AIA Document G709 for Proposal Requests.

1.5 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Proposal Request, Engineer will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.6 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: Client Representative may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 26 00

SECTION 01 29 00 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
 - 1. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 2. Division 01 Section "Project Management and Coordination" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with Continuation Sheets.
 - b. Submittals Schedule.
 - 2. Submit the Schedule of Values to Engineer at earliest possible date but no later than fourteen (14) days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of Engineer.
 - c. Engineer's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Description of the Work.
 - b. Change Orders (numbers) that affect value.
 - c. Dollar value.
 - 1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
4. A separate itemization will be permitted for shop drawing preparation.
5. A separate itemization is required for close out activities including but not limited to preparation of O&M manuals, training and warranty preparation. This shall be no less than 2 percent of the total contract value.
6. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
7. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
8. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
9. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the General Conditions, Changes to the Standard Form. The period of construction Work covered by each Application for Payment is the period indicated in the Supplementary Conditions.
- C. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Engineer will return incomplete applications without action.
 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to Engineer by a method ensuring prompt receipt. One copy shall include attachments when required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- F. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of Values.
 3. Contractor's Construction Schedule (preliminary if not final).
 4. Products list.
 5. Submittals Schedule (preliminary if not final).
 6. List of Contractor's staff assignments.
 7. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 8. Certificates of insurance and insurance policies.
- G. Reduction of Retainage: Submit Consent of Surety to Partial Release of Retainage AIA G707A with the application for payment that includes the reduction of retainage. Only a single reduction of retainage is permitted for the project.
- H. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- I. Final Payment Application: Submit final Application for Payment with supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 5. AIA Document G707, "Consent of Surety to Final Payment."
 6. Evidence that claims have been settled.
- 1.6 PREVAILING WAGE DOCUMENTATION REQUIREMENTS
- A. Prevailing Wage Certifications:

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

1. Prevailing Wage Certifications must be submitted weekly from all prime contractors and subcontractors. Certifications shall be submitted directly to the CBSD Construction Management Department, Operations Center, 320 West Swamp Road, Doylestown, PA 18901. Payment on Applications for Payment is subject to receipt of all current payroll certifications- as required by the Pennsylvania. Prevailing Wage Act. Failure to receive payroll certifications will result in payments being withheld.
 - a. If no work is performed during a specific week, a regular, notarized wage certification stating "no work performed" must be submitted.
 - b. The form to be used is the 8-1/2 x 11" Form LIPW-128 (most recent revision). This form must be filled out completely, front and back. The forms must contain original signatures of the contractor, sub-contractor, or sub-sub-contractor and be properly notarized. No faxed or other duplications will be accepted. All forms must be original and include original signatures of the contractor.
2. Computer generated forms are acceptable only if the form is exactly like the Form LIPW-128 (most current revision) issued by the Commonwealth of Pennsylvania, Department of Labor and Industry, and all data is inserted on the front and back of the form.
3. If the contractor or subcontractor wishes to maintain the privacy of his employees, he must submit an additional Form LIPW-128 (most current revision) with the employees' address and social security number deleted. The copy without the social security numbers and addresses will be furnished to all interested third parties, except for agencies or departments of the Commonwealth of Pennsylvania.
4. It is the responsibility of the contractor to notify the subcontractors of these requirements/guidelines.
5. Failure to submit properly completed weekly forms will delay the processing of monthly payments to the contractor. If Applications for Payment or Prevailing Wage Certifications are incomplete, the entire package may be returned to the contractor.
6. Final Prevailing Wage Certifications shall be notarized in accordance with the current Prevailing Wage regulations included as part of the Contract Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 29 00

SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on the Project including, but not limited to, the following:
 - 1. Administrative and supervisory personnel.
 - 2. Project meetings.
 - 3. Requests for Interpretation (RFIs).
- B. Contractor shall participate in coordination requirements.
- C. Related Sections include the following:
 - 1. Division 01 Section "Execution Requirements" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 2. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.3 SUBMITTALS

- A. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project. This list will be utilized for generation of on-site identification badges for all employees. Keep list current at all times.

1.4 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.

1.5 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
 - 1. Attendees: The Engineer shall inform participants and others involved, and individuals whose presence is required, of date and time of each meeting.
 - 2. Agenda: As specified herein.

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

3. Minutes: The Engineer will prepare minutes of the meeting and distribute to attendees no later than 3 days after the meeting.
 - a. The Engineer will record significant discussions and agreements achieved.

- B. Preconstruction Conference: The Engineer shall schedule a preconstruction conference before starting construction no later than 15 days after execution of the Agreement. The conference shall be held at Project site or another convenient location identified by the Owner. The meeting is to review responsibilities and personnel assignments.
 1. Attendees: Authorized representatives of Engineer; Owner; Contractor and its superintendent; major subcontractors; suppliers; building inspector and other representatives of the authorities having jurisdiction and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Critical work sequencing and long-lead items.
 - c. Designation of key personnel and their duties.
 - d. Procedures for processing field decisions and Change Orders.
 - e. Procedures for requests for interpretations (RFIs).
 - f. Procedures for Engineer's issuance of minor changes to the work.
 - g. Required inspections and coordination with building inspector.
 - h. Required quality control inspections by Owner's agents.
 - i. Procedures for processing Applications for Payment.
 - j. Distribution of the Contract Documents.
 - k. Submittal procedures.
 - 1) Limitations on substitutions.
 - l. Preparation of Record Documents.
 - m. Use of the premises and existing building.
 - n. Work restrictions.
 - 1) Working hours.
 - 2) Security clearances.
 - 3) No tobacco use policy.
 - o. Owner's occupancy requirements.
 - p. Responsibility for temporary facilities and controls.
 - q. Construction waste management and recycling.
 - r. Parking availability.
 - s. Office, work, and storage areas.
 - t. Equipment deliveries and priorities.
 - u. Contractor's responsibility for protection of the work.
 - v. First aid.
 - w. Security.
 - x. Progress cleaning.
 3. Minutes: Engineer will record and distribute meeting minutes.

- C. Progress Meetings: Conduct progress meetings at biweekly intervals, or as directed otherwise by the Engineer. Coordinate dates of meetings with preparation of payment requests.
 1. Attendees: In addition to representatives of Engineer and Owner, contractor, subcontractor, supplier, and other entity concerned with current progress or involved in

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Required quality control inspections by Owner' agents.
 - 14) Required inspections and coordination with building inspector.
 - 15) Status of correction of deficient items.
 - 16) Field observations.
 - 17) Requests for interpretations (RFIs)
 - 18) Minor changes to the work.
 - 19) Status of proposal requests.
 - 20) Pending changes.
 - 21) Status of Change Orders.
 - 22) Pending claims and disputes.
 - 23) Documentation of information for payment requests.
3. Minutes: Engineer will record and distribute the meeting minutes to Owner's representative, all prime contractors and the attendees.
4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

1.6 REQUESTS FOR INTERPRETATION (RFIs)

- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
1. Project name.
 2. Date.
 3. Name of Contractor.
 4. Name of Engineer.
 5. RFI number, numbered sequentially.
 6. Specification Section number and title and related paragraphs, as appropriate.
 7. Drawing number and detail references, as appropriate.
 8. Field dimensions and conditions, as appropriate.
 9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 10. Contractor's signature.
 11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
 - a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.
- C. Hard-Copy RFIs: CSI Form 13.2A.
1. Identify each page of attachments with the RFI number and sequential page number.
- D. Software-Generated RFIs: Software-generated form with substantially the same content as indicated above.
1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- E. Engineer's Action: Engineer will review each RFI, determine action required, and return it. Allow a minimum of three working days for Engineer's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Engineer's actions on submittals.
 - f. Incomplete RFIs or RFIs with numerous errors.

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

2. Engineer's action may include a request for additional information, in which case Engineer's time for response will start again.
 3. Engineer's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Engineer in writing within 10 days of receipt of the RFI response.
- F. On receipt of Engineer's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Engineer within seven days if Contractor disagrees with response.
- G. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log monthly. Include the following:
1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Engineer.
 4. RFI number including RFIs that were dropped and not submitted.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Engineer's response was received.
 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 31 00

SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections include the following:
 - 1. Division 00 Section "Project Forms" for non-copyrighted forms referenced in this section.
 - 2. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the Schedule of Values.
 - 3. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes, for submitting Coordination Drawings. For submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule.
 - 4. Division 01 Section "Quality Requirements" for submitting test and inspection reports and for mockup requirements.
 - 5. Division 01 Section "Closeout Procedures" for submitting warranties, submitting Record Drawings, Record Specifications, Record Product Data and operation and maintenance manuals.
 - 6. Divisions 02 through 48 Sections for specific requirements for submittals in those Sections.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Engineer's responsive action.
- B. Informational Submittals: Written information that does not require Engineer's responsive action. Submittals may be rejected for not complying with requirements.

1.4 SUBMITTAL PROCEDURES

- A. General: Electronic copies of CAD Drawings of the Contract Drawings are available for a fee payable to Engineer for Contractor's use in preparing submittals.
- B. Contractor Review: Submittals not substantively reviewed by contractor will be returned without action by Engineer. No claims for delays as a result of the resubmittal under these circumstances will be considered.
- C. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- D. Submittals Schedule: Comply with requirements in Division 01 Section "Project Management and Coordination" for list of submittals and time requirements for scheduled performance of related construction activities.
- E. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Except as noted below, allow 10 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
 - a. Multiple concurrent submissions for the same type of work, including but not limited to structural systems, windows and storefront, hardware, and institutional casework will be reviewed in the order that most closely resembles the approved construction schedule, including phasing.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 10 days for review of each resubmittal.
 4. Sequential Review: Where sequential review of submittals by Engineer's consultants, Owner, or other parties is indicated, allow 14 days for initial review of each submittal.
 - a. Other components requiring review by authorities having jurisdiction.
- F. Identification: Place a permanent label or title block on each submittal for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Engineer.
 3. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of Engineer.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Submittal number or other unique identifier, including revision identifier.
 - 1) Submittal number shall use Contract Identifier (e.g. GC-), followed by Specification Section number followed by a decimal point and then a sequential alphabetic suffix (e.g., GC-061000.A). Resubmittals shall include a sequential number after another decimal point (e.g., GC-06100.A.1).

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

Master Format Section numbers with Level 4 designators (two digits following a decimal point) would look like this for a third submission for a given section and the first resubmittal for that particular unit of work: EC-412213.16.C.1

- i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - l. Other necessary identification.
- G. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.
- H. Do not submit substitute items through normal submittals that have not been previously approved specifically for substitution.
- 1. Refer to Division 01 Section "Product Requirements" for limitations on substitutions.
- I. Additional Copies: Unless additional copies are required for final submittal, and unless Engineer observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
- 1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Engineer.
 - 2. Additional copies submitted for maintenance manuals will not be marked with action taken and will be returned.
- J. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Engineer will discard submittals received from sources other than Contractor.
- 1. Transmittal Form: Use CSI Form 12.1A.
 - 2. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Engineer on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same label information as related submittal.
- K. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
- 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked "No Exceptions Taken" or "Furnish as Corrected".
- L. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- M. Use for Construction: Use only final submittals with mark indicating "No Exceptions Taken" or "Furnish as Corrected" taken by Engineer.

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
1. Submit electronic submittals to Engineer and consultants via email.
 2. Except when specifically approved by the Engineer, file sizes shall be limited to 10Mb.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Standard color charts.
 - e. Manufacturer's catalog cuts.
 - f. Wiring diagrams showing factory-installed wiring.
 - g. Printed performance curves.
 - h. Operational range diagrams.
 - i. Mill reports.
 - j. Standard product operation and maintenance manuals.
 - k. Compliance with specified referenced standards.
 - l. Testing by recognized testing agency.
 - m. Application of testing agency labels and seals.
 - n. Notation of coordination requirements.
 4. Submit Product Data before or concurrent with Samples.
 5. Number of Copies: Submit three copies of Product Data, unless otherwise indicated. Engineer will return two xerographic or marked up copies. Mark up and retain one returned copy as a Project Record Document.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal of Engineer's CAD Drawings are otherwise permitted.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Shopwork manufacturing instructions.
 - g. Templates and patterns.
 - h. Schedules.
 - i. Design calculations.

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

- j. Compliance with specified standards.
 - k. Notation of coordination requirements.
 - l. Notation of dimensions established by field measurement.
 - m. Relationship to adjoining construction clearly indicated.
 - n. Seal and signature of professional engineer if specified.
2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than the sheet size of the original bid documents.
3. Number of Copies: Submit two opaque (bond) copies of each submittal. Engineer will return three xerographically produced copies. Mark up and retain one returned copy as a Project Record Drawing and a second for Operations and Maintenance Manual, where required
- a. Engineer's notations will not be made in contrasting color, but will be encircled or noted in some other way to distinguish from original submittal.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Attach label on unexposed side of Samples that includes the following:
- a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of appropriate Specification Section.
3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
- a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work are the property of the Owner.
4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
- a. Number of Samples: Submit two full sets of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Engineer will return submittal with options selected.
5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
- a. Number of Samples: Submit three sets of Samples. Engineer will retain one Sample set; remainder will be returned. Mark up and retain one returned Sample set as a Project Record Sample.

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

- 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
1. Type of product. Include unique identifier for each product.
 2. Number and name of room or space.
 3. Location within room or space.
 4. Number of Copies: Submit three copies of product schedule or list, unless otherwise indicated. Engineer will return two xerographic copies.
 - a. Mark up and retain one returned copy as a Project Record Document.
- F. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Project Management and Coordination" for Construction Manager's action.
- G. Submittals Schedule: Comply with requirements specified in Division 01 Section "Project Management and Coordination."
- H. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."
- I. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."
- J. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Use CSI Form 1.5A. Include the following information in tabular form:
1. Name, address, and telephone number of entity performing subcontract or supplying products.
 2. Number and title of related Specification Section(s) covered by subcontract.
 3. Drawing number and detail references, as appropriate, covered by subcontract.
 4. Number of Copies: Submit three copies of subcontractor list, unless otherwise indicated. Engineer will return two xerographic copies.
 - a. Mark up and retain one returned copy as a Project Record Document.
- 2.2 INFORMATIONAL SUBMITTALS
- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
1. Number of Copies: Submit two copies of each submittal, unless otherwise indicated. Engineer will not return copies.
 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

signed by an officer or other individual authorized to sign documents on behalf of that entity.

3. Test and Inspection Reports: Comply with requirements specified in Division 01 Section "Quality Requirements."

- B. Coordination Drawings: Comply with requirements specified in Division 01 Section "Project Management and Coordination."

- C. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Project Management and Coordination."

- D. Qualification Data: If requested, prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of Engineers and owners, and other information specified.

- E. Welding Certificates: If requested, prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.

- F. Installer Certificates: If requested, prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

- G. Manufacturer Certificates: If requested, prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

- H. Product Certificates: If requested, prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

- I. Material Certificates: If requested, prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

- J. Material Test Reports: If requested, prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

- K. Product Test Reports: If requested, prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

- L. Research/Evaluation Reports: If requested, prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 1. Name of evaluation organization.
 2. Date of evaluation.
 3. Time period when report is in effect.

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

4. Product and manufacturers' names.
 5. Description of product.
 6. Test procedures and results.
 7. Limitations of use.
- M. Schedule of Tests and Inspections: Comply with requirements specified in Division 01 Section "Quality Requirements."
- N. Preconstruction Test Reports: If requested, prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- O. Compatibility Test Reports: If requested, prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- P. Field Test Reports: If requested, prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- Q. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 01 Section "Closeout Procedures."
- R. Design Data: If requested, prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- S. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
1. Preparation of substrates.
 2. Required substrate tolerances.
 3. Sequence of installation or erection.
 4. Required installation tolerances.
 5. Required adjustments.
 6. Recommendations for cleaning and protection.
- T. Manufacturer's Field Reports: If requested, prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
1. Name, address, and telephone number of factory-authorized service representative making report.

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

2. Statement on condition of substrates and their acceptability for installation of product.
 3. Statement that products at Project site comply with requirements.
 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 6. Statement whether conditions, products, and installation will affect warranty.
 7. Other required items indicated in individual Specification Sections.
- U. Insurance Certificates and Bonds: If requested, prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

2.3 DELEGATED DESIGN

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Engineer.
- B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit three copies of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ENGINEER'S ACTION

- A. General: Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

- B. Action Submittals: Engineer will review each submittal, make marks to indicate corrections or modifications required, and return it. Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
1. Final Unrestricted Release: Where submittal is marked "NO EXCEPTIONS TAKEN" the Work covered by the submittal may proceed provided it complies with the Contract Documents. Final acceptance will depend on that compliance.
 2. Final-but-Restricted Release: Where submittal is marked "FURNISH AS CORRECTED" the Work covered by the submittal may proceed provided it complies with both Engineer's notations and corrections on the submittal and the Contract Documents. Final acceptance will depend on that compliance.
 3. Restricted Release: Where submittal is marked "FURNISH AS CORRECTED/RESUBMIT" the Work covered by the submittal may proceed expeditiously, provided it complies with both Engineer's notations and corrections on the submittal and the Contract Documents. Revise submittal for record according to Engineer's notations and corrections and resubmit for Engineer's action. Final acceptance will depend on final unrestricted release action and compliance stated above. Where noted additionally as "FOR RECORD ONLY," provide record copy of submittal revised according to Engineer's notations. Engineer's action in requesting record copy shall be Final-But-Restricted Release, as noted above.
 4. Returned for Resubmittal: Where submittal is marked "REVISE AND RESUBMIT," do not proceed with the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity for the product submitted. Revise or prepare a new submittal according to Engineer's notations and corrections.
 5. Rejected: Where the submittal is marked "Rejected/Resubmit," do not proceed with the Work covered by the submittal. Prepare a new submittal for a product or system that complies with the Contract Documents.
- C. Informational Submittals: Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.
- D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.
- F. Submittals not complying with the format or content requirements will not be reviewed and will be returned with no action and a notation as to deficiencies. Format and content deficiencies, include but are not limited to the following:
1. Product data representing multiple products or systems with no indication as to which options are to be reviewed.
 2. Full line catalogs with no indication as to system or product to be reviewed.
 3. Submittals not complying with labeling and identification information.
 4. Submittal that are reproductions of contract documents.
 5. Submittals that have not been reviewed by the Contractor.
 6. Submittals not submitted by the Contractor.
 7. Submittals containing substitutions.
 8. Incomplete submittals.

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

END OF SECTION 01 33 00

SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by Engineer, Owner or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections include the following:
 - 1. Divisions 02 through 33 Sections as well as drawings for specific test and inspection requirements.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Engineer.
- C. Mockups: Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples. Approved mockups establish the standard by which the Work will be judged.

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

- D. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
- E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.
- F. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.
- J. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

- A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Engineer for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Engineer for a decision before proceeding.

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

1.5 SUBMITTALS

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- E. Installer Qualifications: A firm or individual experienced in installing, erecting or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated. Requirements for specialists shall not supersede building codes and regulations governing the Work.
- G. Manufacturer's Technical Representative Qualifications: An authorized representative of the manufacturer who is trained and approved by the manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design and extent to those indicated for this Project.
- H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

- I. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
 1. Build mockups in location and of size indicated or, if not indicated, as directed by Engineer.
 2. Notify Engineer seven days in advance of dates and times when mockups will be constructed.
 3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at the Project.
 4. Demonstrate the proposed range of aesthetic effects and workmanship.
 5. Obtain Engineer's approval of mockups before starting work, fabrication or construction. Allow seven days for initial review and each re-review of each mockup.
 6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed work.
 7. Demolish and remove mockups when directed, unless otherwise indicated.

1.7 QUALITY CONTROL

- A. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 1. Submit a certified written report, in duplicate, of each quality-control service.
 2. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
- B. Manufacturer's Field Services: Where indicated and/or requested by Owner, engage a factory-authorized service representative to inspect field-assembled components and equipment installation. Report results in writing as specified in Division 01 Section "Submittal Procedures."
- C. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of complete portions of the Work and submittal of written reports.
- D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- E. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
 1. Schedule times for tests, inspections, obtaining samples, and similar activities.

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, manufacturer's field inspections, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services

END OF SECTION 01 40 00

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

SECTION 01 42 00 – REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Engineer's action on Contractor's submittals, applications, and requests, "approved" is limited to Engineer's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Engineer. Other terms including "requested," "authorized," "selected," "approved," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.
- D. Abbreviations and Acronyms for Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations.

1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale Research's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."
- B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities. A detailed reference can be furnished upon request.
- C. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities. A detailed reference can be furnished upon request.
- D. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities. A detailed reference can be furnished upon request.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 42 00

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Each contractor awarded a unit of work under these specifications shall be responsible for provision of appropriate temporary facilities and controls.
- C. Related Sections include the following:
 - 1. Division 01 Section "Execution Requirements" for progress cleaning requirements.

1.3 USE CHARGES

- A. General: Cost or use charges for temporary facilities are not chargeable to Owner or Engineer and shall be included in the Contract Sum.
- B. Water Service: Water from Owner's existing water system is available for use without metering and without payment of use charges.
- C. Existing building toilet facilities may not be used by contractors.
- D. Electric Power Service: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

PART 2 - PRODUCTS

2.1 EQUIPMENT

- A. Pedestrian Controls to maintain safe working conditions and correspondingly protect building occupants and public from harm during construction activities. See Supplementary Conditions Articles 25 and 26.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work.

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
- B. Electric Power Service: Use of Owner's existing electric power service will be permitted, as long as equipment is maintained in a condition acceptable to Owner.

3.3 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Temporary Enclosures: Provide temporary enclosures for protection of materials, construction, existing, in-progress and completed, from exposure, foul weather, other construction operations and similar activities. Provide temporary weathertight enclosure for building exterior.
- B. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas of the building occupied by Owner from dust, dirt, fumes and noise.

3.4 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities.
- B. Maintenance: Maintain facilities in good operating condition until removal.
- C. Termination and Removal: Remove each temporary facility when need for its service has ended or no later than Substantial Completion. Restore existing construction to pre-construction condition.

END OF SECTION 01 50 00

SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. Related Sections include the following:
 - 1. Instructions to Bidders for time limits for submitting substitutions before receipt of bid.
 - 2. Division 01 Section "References" for applicable industry standards for products specified.
 - 3. Division 01 Section "Closeout Procedures" for submitting warranties for Contract closeout.
 - 4. Divisions 02 through 48 Sections for specific requirements for warranties on products and installations specified to be warranted.

1.3 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through product substitution process, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. "Proposed" Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Bidder. Comply with the requirements as indicated in the Instructions to Bidders.
- C. "Product" Substitutions: Product substitutions are unnamed manufactured products or materials proposed for use by the Contractor typically when the specified product is not available.

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

- D. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.
- E. Proprietary Specifications: Where Specifications name a single product and manufacturer or where the product is accompanied by the words "no substitutions" or where the Specifications otherwise offer no alternative choices, provide the named product that complies with requirements.

1.4 SUBMITTALS

- A. Product List: Submit a list, in tabular form, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.
 - 1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
 - 2. Do not submit substitutions through product list. Only approved substitutions shall be included in product list.
 - 3. Form: Tabulate information for each product under the following column headings:
 - a. Specification Section number and title.
 - b. Generic name used in the Contract Documents.
 - c. Proprietary name, model number, and similar designations.
 - d. Manufacturer's name and address.
 - e. Supplier's name and address.
 - f. Installer's name and address.
 - g. Projected delivery date or time span of delivery period.
 - h. Identification of items that require early submittal approval for scheduled delivery date.
 - 4. Initial Submittal: Within 20 days after Award of Contract, submit 3 copies of initial product list. Include a written explanation for omissions of data and for variations from Contract requirements.
 - 5. Completed List: Within 30 days of Award of Contract, submit 3 copies of completed product list. Include a written explanation for omissions of data and for variations from Contract requirements.
 - 6. Engineer's Action: Engineer will respond in writing to Contractor within 5 days of receipt of completed product list. Engineer's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Engineer's response, or lack of response, does not constitute a waiver of requirement to comply with the Contract Documents.
- B. Pre-Bid Substitution Requests: Refer to the Instructions to Bidders for requirements pertaining to pre-bid substitutions.
 - 1. Engineer's Action for Substitutions before the Bid: Comply with timing requirements in Instructions to Bidders.
 - a. Form of Acceptance: Addendum
 - b. Use product specified if substitution is not included by Addendum.

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

- C. Post-Bid Substitution Requests: Refer to the Supplementary Conditions Article 4.4.2.1 Standard of Quality and 2.2 Product Substitutions of this Section for requirements pertaining to substitutions.
- D. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 - 4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
- C. Storage:
 - 1. Store products to allow for inspection and measurement of quantity or counting of units.
 - 2. Store materials in a manner that will not endanger Project structure.
 - 3. Store products that are subject to damage by the elements, under cover in a weather tight enclosure above ground, with ventilation adequate to prevent condensation.
 - 4. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 - 1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
 3. Refer to Divisions 02 through 48 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected," Engineer will make selection.
 5. Where products are accompanied by the term "match sample," sample to be matched is Engineer's.
 6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
 7. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in Part 2 "Comparable Products" Article to obtain approval for use of an unnamed product.
- B. Product Selection Procedures:
1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
 2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
 3. Products: Where Specifications name a single product and manufacturer or where proprietary specifications are utilized, provide the named product that complies with requirements.
 - a. No substitutions will be considered. If, through no fault of the Contactor the specified product is not available, comply with the substitution procedures specified in the Supplementary Conditions.

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
5. Available Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
6. Available Manufacturers: Where Specifications include a list of manufacturers, provide a product by one of the manufacturers listed, or an unnamed manufacturer, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
7. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product or system.
8. Basis-of-Design Product: Where Specifications paragraphs or subparagraphs titled "Basis-of Design Product" (or similar such wording) comply with the following:
 - a. Where there is no list of manufacturers, provide Basis-of-Design Product. Substitutions will only be considered before the bid, subject to compliance with substitution procedures specified in the Supplementary Conditions.
 - b. Where Basis-of-Design Product is accompanied by lists of other named manufacturers provide the basis of design product. Products of other listed manufacturer will only be considered comparable if, though the submittal process, the product can be demonstrated to be comparable. If the product is evaluated by the Engineer to not meet the criteria established by the basis of design product, submittal shall be rejected and Contractor shall submit basis of design product. Engineer shall be sole judge of equivalency of products. Comply with the following for listed manufacturer submittal:
 - 1) Submittal for other than basis of design product shall be made in the same manner, meeting same requirements for a substitution request. Contractor shall assume the same responsibilities for coordination and other representations as required for substitutions.
 - 2) Allow additional review time as specified in this section for substitutions after the bid.
 - c. No additional time will be added to contract or costs will be paid by Owner for claims relating to Engineer's rejection of other than basis of design products.
9. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Engineer's sample. Engineer's decision will be final on whether a proposed product matches.
 - a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.
10. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.
 - a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Engineer will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

- b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Engineer will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 PRODUCT SUBSTITUTIONS

A. Timing:

1. Substitutions During the Bidding Period: Comply with requirements as indicated in the Instructions to Bidders with procedures herein.
2. Substitutions after Award of the Contract:
 - a. Substitutions will not be considered between the bid date and the award of the contract, except as indicated in the Instructions to Bidders.
 - b. Substitutions will not be allowed after award of the contract except when, through no fault of the Contractor, none of the specified products is available.

B. Conditions for Substitutions: Engineer will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:

1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Engineer for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
2. Requested substitution does not require extensive revisions to the Contract Documents.
3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
4. Substitution request is fully documented and properly submitted.
5. Requested substitution will not adversely affect Contractor's Construction Schedule.
6. Requested substitution has received necessary approvals of authorities having jurisdiction.
7. Requested substitution is compatible with other portions of the Work and is conformance with District established standards for ease of maintenance or operation.
8. Requested substitution has been coordinated with other portions of the Work.
9. Requested substitution provides specified warranty.
10. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
 - a. Any claims from other contractors resulting from an approved substitution will be deducted by change order from contractor who proposed substitution.

2.3 COMPARABLE PRODUCTS

A. Conditions: Engineer will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:

1. Evidence that the proposed product does not require extensive revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects with project names and addresses and names and addresses of Engineers and owners, if requested.
5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 60 00

SECTION 01 73 29 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. Related Sections include the following:
 - 1. Divisions 02 through 49 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Protection of Existing Utilities and Structures:
 - 1. Advise each person in physical control of powered equipment used in demolition work of the type and location of utility lines at the job site, the Utility assistance to expect and procedures to follow to prevent damage.
 - 2. Immediately report to the Utility and the Engineer any break, leak or other damage to the lines made or discovered during the work and immediately alert the occupants of premises of any emergency created or discovered.
 - 3. Allow free access to school personnel at all times for purposes of maintenance, repair and inspection.
- C. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operating elements include the following:
 - 1. Primary operational systems and equipment.
 - 2. Air or smoke barriers.
 - 3. Fire-suppression systems.
 - 4. HVAC systems piping and ducts.
 - 5. Control systems.

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

6. Communication systems.
7. Conveying systems.
8. Electrical wiring systems.

- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Engineer's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Any use of gas powered equipment shall be coordinated with Owner and Contractor shall provide and install adequate measures to eliminate/remove any exhaust fumes from the building.

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 4. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 3. Floors and Walls: Where walls or partitions are removed provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 01 73 29

SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Warranties.
 - 3. Final cleaning.
- B. Related Sections include the following:
 - 1. Division 01 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
 - 2. Divisions 02 through 48 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 3. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 4. Prepare and submit Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
 - 5. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 - 6. Complete startup and testing of systems.
 - 7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - 8. Complete final cleaning requirements, including touchup painting.
 - 9. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.

1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
 - a. If more than one re-inspection is required for Substantial Completion the Contractor will be billed for the professional fees and services of the Engineer.
2. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
 1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
 2. Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
 1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
 - a. If more than one re-inspection is required for Final Completion the Contractor will be billed for the professional fees and services of the Engineer.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three copies of list. Include name and identification of each space and area, using names and room numbers as indicated on the drawings, affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction. Use CSI Form 14.1A.
 1. Organize list of spaces in sequential order, starting with exterior areas first.
 2. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Engineer.
 - d. Name of Contractor.
 - e. Page number.
 3. Add items to list when directed by Engineer as a result of inspections or re-inspections.

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

4. When, in the opinion of the Engineer, an item has been successfully remedied or satisfactorily resolved, enter the completion date as approved by Engineer and strike out the entry with a single fine black line so as to not obscure the text.

1.6 Organize operation and maintenance manuals into suitable sets of manageable size. Bind and index data in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, with pocket inside the covers to receive folded oversized sheets. Identify each binder on front and spine with the printed title "OPERATION AND MAINTENANCE MANUAL FOR" followed by Contract Name, and Project name. Include an index or table of contents listing contents. Provide Two (2) paper copies and one 'pdf' digital copy of all Operation and Maintenance manuals.

1.7 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Engineer for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual. Warranty Manual may be combined with above referenced O&M manual.
 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
 4. Provide Two (2) copies of Warranty Manual.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 DEMONSTRATION AND TRAINING

- A. Instruction: Instruct Owner's personnel to operate, adjust, and maintain systems, subsystems, and equipment not part of a system.
 1. Provide instructors experienced in operation and maintenance procedures.
 2. Provide instruction at mutually agreed-on times.
 3. Schedule training with Owner, through Engineer, with at least seven days' advance notice.

CENTRAL BUCKS SCHOOL DISTRICT
ASBESTOS ABATEMENT AT HOLICONG MIDDLE SCHOOL

4. Coordinate instructors, including providing notification of dates, times, length of instruction, and course content.
 5. Provide (1) training session.
- B. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections. Include instruction for Operations, Adjustments, Maintenance, and Repair.

3.2 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Remove tools, construction equipment, and surplus material from Project site.
 - b. Remove stains, paint drips and other hard and soft surface contamination that cannot be removed by normal commercial cleaning.
 - c. Remove labels that are not permanent.
 - d. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - e. Leave Project broom clean and ready for commercial cleaning and occupancy by Owner.
- C. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 01 77 00



Environmental & Industrial Hygiene

Field Services. . .

Laboratory Services. . .

Training. . .

. . . **Solutions**

TECHNICAL SPECIFICATIONS

PREPARED FOR

**CENTRAL BUCKS SCHOOL DISTRICT
DOYLESTOWN, PENNSYLVANIA**

FOR

PHASE 5 ASBESTOS REMOVAL

AT

**HOLICONG MIDDLE SCHOOL
2900 HOLICONG ROAD
DOYLESTOWN, PA**

JANUARY 2017

CRITERION'S PROJECT NO. 170210

PREPARED BY

Michael Panepresso

**MICHAEL PANEPRESSO
AHERA PROJECT DESIGNER
PENNSYLVANIA CERTIFICATION #000673**

TABLE OF CONTENTS

SECTION 1 – TERMINOLOGY	T-1
SECTION 2 – SCOPE OF WORK	SOW-1
SECTION 3 – TECHNICAL SPECIFICATIONS – CONTAINED SPACE	TS-CS/1

SECTION 1
TERMINOLOGY

1.1 TERMINOLOGY

The following terms used in these Specifications are defined as listed below:

- A. Abatement: Procedures to control fiber release from asbestos-containing building materials. These procedures include securing the work area, removing the material, cleaning the area, and disposal of the material.
- B. Air Monitoring: The process of measuring the fiber content of a specific volume of air in a stated period of time.
- C. Air Lock: A System for permitting ingress and egress with minimum air movement between a contaminated area and an uncontaminated area. It consists of two curtained doorways separated by a dead air space of 4 feet.
- D. Amended Water: Water to which a surfactant has been added.
- E. Onsite Hygienist: The onsite professional employed by Criterion Laboratories, Incorporated and hired by the Owner for the purpose of ensuring that work is in compliance with these specifications.
- F. Authorized Person or Visitor: The building Owner(s), or his authorized representative, or any representative of a regulatory or other agency having jurisdiction over the Project.
- G. AHERA: Asbestos Hazard Emergency Response Act (and associated regulations; 40 CFR 763)
- H. Clean Room: An uncontaminated area or room, which is a part of the work decontamination unit with provisions for storage of worker's street clothes and protective equipment.
- I. Curtained Doorway: A device to allow ingress and egress from one room to another while permitting minimal air movement between the rooms. It is typically constructed by placing two overlapping sheets of plastic over an existing or temporarily framed doorway, securing each along the top of the doorway, securing the vertical edge of one sheet along one vertical side of the doorway, and securing the vertical edge of the other sheet along the opposite vertical side of the doorway.

- J. Decontamination Enclosure System: A series of connected rooms, with curtained doorways between any two adjacent rooms, for the decontamination of workers and of materials and equipment. A decontamination enclosure system always contains at least one air lock.
- K. Equipment Decontamination Enclosure: That portion of a decontamination unit designed for controlled transfer of materials and equipment, typically consisting of a washroom and a holding area.
- L. Equipment Room: A contaminated area or room, which is part of the worker decontamination unit with provisions for storage of contaminated clothing and equipment.
- M. Fixed Object: A unit of equipment or furniture in the work area, which cannot be removed for the work area.
- N. HEPA Filter: A high efficiency particulate absolute (HEPA filter capable of trapping and retaining 99.97 percent of particles (asbestos fibers) greater than 0.3 micrometers in mass median aerodynamic equivalent diameter.
- O. HEPA Vacuum Equipment: Vacuuming equipment with a HEPA filter system.
- P. Holding Area: A chamber in the equipment decontamination area located between the washroom and an uncontaminated area. The holding area comprises an air lock.
- Q. Log Book: A notebook or other book containing essential project data and daily project information and a daily project diary. This book is kept on the project site at all times.
- R. Movable Object: A unit of equipment or furniture in the work area which can be removed from the work area (this does not include objects that are bolted to the floor, i.e. bookshelves).
- S. Negative Air Pressure Equipment: A portable local exhaust system equipped with HEPA filtration and capable of maintaining a constant, low velocity air flow into contaminated areas from adjacent uncontaminated areas.
- T. Removal: All herein specified procedures necessary to remove ACM from the designated areas and to dispose of these materials at an acceptable site.

- U. Shower Room: A room between the clean room and the equipment room in the worker decontamination unit with hot and cold or warm running water and suitably arranged for complete showering during decontamination. The shower room comprises an air lock between contaminated and clean areas.
- V. Surfactant: A chemical wetting agent added to water to improve penetration.
- W. Washroom: A room between the work area and the holding area in the equipment decontamination area. The washroom comprises an air lock.
- X. Wet Cleaning: The process of eliminating asbestos contamination from building surfaces and objects by using cloths, mops, or other cleaning tools which have been dampened with water, and by afterwards disposing of these cleaning tools as asbestos-contaminated waste.
- Y. Work Area: Designated rooms, spaces, or areas of the Project in which asbestos abatement actions are to be undertaken or which may become contaminated as a result of such abatement actions. A contained work area is a work area, which has been sealed, plasticized, and equipped with a decontamination enclosure system. A non-contained work area is an isolated or controlled-access work area which has neither been plasticized nor equipped with a decontamination enclosure system.
- Z. Worker Decontamination Enclosure System: That portion of a decontamination unit designed for controlled passage of workers, and other personnel and authorized visitors, typically consisting of a clean room, a shower room and an equipment room.

*****END OF SECTION*****

SECTION 2

SCOPE OF WORK

2.1 SCOPE OF WORK

The work shall include furnishing all materials, labor, equipment, and incidentals for the complete and proper removal, cleanup and disposal of all asbestos-containing and asbestos-contaminated materials (ACM) within the time constraints and associated with the following areas:

- A. Holicong Middle School
2900 Holicong Road
Doylestown, PA

The Phase 5 Asbestos Abatement includes the following:

- 600 SF of Spray-on Acoustical Ceiling Material – First Floor - Commons
- 1,100 SF of Spray-on Acoustical Ceiling Material – Second Floor - Library

SCOPE OF WORK NOTES

1. All quantities are approximated. Abatement Contractor is responsible for verifying all quantities.
2. The Asbestos Abatement Contractor shall substantially complete each portion of the work under the Contract by the dates specified or be subject to Liquidated Damages in accordance with Article 8 of the Supplementary Conditions.
3. The Abatement Contractor is responsible for the disposal of all waste on the project.

*****END OF SECTION*****

SECTION 3

TECHNICAL SPECIFICATIONS – CONTAINED SPACE

Note: Section 3 covers the removal under full containment of asbestos containing spray-on acoustical ceiling material. For the abatement of spray-on acoustical ceiling material, abatement contractor is responsible for abating the lower part of the ceiling rib and all other ceiling structures that reside on that plane.

3.1 APPLICABLE DOCUMENTS

The current issue of each document shall govern. Where conflict among requirements or with these Specifications exists, the more stringent requirements, as determined by the Engineer, shall apply.

3.1.1 Regulations

Comply with applicable federal, state, and local regulations.

3.1.2 Title 29, Code of Federal Regulations, Section 1910.1001 and 1926.1101, Occupational Safety and Health Administration (OSHA), U.S. Department of Labor.

3.1.3 Title 40, Code of Federal Regulations, Part 61, Subparts A and B, National Emission Standards for Hazardous Air Pollutants (NESHAP).

3.1.4 Title 40, Code of Federal Regulations, Part 763, Asbestos-Containing Materials in Schools, Final Rule and Notice (ASHERA).

3.1.5 Compliance with Pennsylvania Asbestos Accreditation and Certification Act #161, effective December 21, 1998, which amends Act #194.

3.1.6 All state, county, and city codes and ordinances as applicable.

3.2 SUBMITTALS AND NOTICES

Prior to commencement of work:

3.2.1 Send written notice of proposed abatement work, to the applicable state agencies (DOLI) and EPA (with copy to Engineer) as follows:

A. Not fewer than ten (10) days prior to work.

1. U.S. Environmental Protection Agency
Asbestos NESHAP Contact
Air and Waste Management Division
1650 Arch St.
Philadelphia, PA 19103

2. Pennsylvania Department of Environmental Protection
 3. Pennsylvania Department of Labor and Industry
- 3.2.2 Submit proof satisfactory to the Engineer that all required permits, site location, and arrangements for transport and disposal of asbestos-containing or contaminated materials, supplies, have been obtained.
 - 3.2.3 Submit to the Engineer the Plans and Shop Drawings for the construction of decontamination enclosure systems and for the isolation of the work areas in compliance with this Specification and applicable regulations.
 - 3.2.4 Submit documentation to the Engineer indicating that each employee has had instruction on the hazards of asbestos exposure, on use and fitting of respirator, on protective dress, on the use of showers, on entry and exit from work area, and on all aspects of work procedures and protective measures and understands this instruction. Training must be in compliance with 40 CFR 763.
 - 3.2.5 Submit verification, signed by a medical doctor, that the employee has been recently examined as required by OSHA regulations. Medical examination will be required for all personnel who may enter the work areas.
 - 3.2.6 Submit names and training certificate of superintendent and foremen who will be performing work related to this Project. Copies of these documents shall be maintained in Project Log Book. Substitutions may be made by written notice to Engineer.

Note: All supervisors and crew foreman who will work on this project must hold a valid certificate of supervisor training granted by an accredited training agency.
 - 3.2.7 Submit authorized personnel list of employees who have received training and medical examinations per paragraphs 3.2.4 and 3.2.5 of this section. A copy of this list is to be maintained in Project Log Book.
 - 3.2.8 Submit front-end documents of Project Log Book. These documents will include copies of the Contractor's Respiratory Protection program, EPA, and OSHA documents, worker decontamination procedures, equipment decontamination procedures, authorized personnel list, format of daily report sheets, and format of landfill manifests. The completed daily reports and landfill manifests shall be submitted along with pay requests for completed work. Copies of these front-end documents shall be maintained at the site during the asbestos removal phase of the Project.
 - 3.2.9 Post warning signs in and around the work area to comply with OSHA regulations 20 CFR 1910.1001(g)(1) and 1926.1101. The placement of these signs must be coordinate with the Owner.

- 3.2.10 The Owner or Engineer, and the Contractor must agree in writing on building and fixture condition prior to commencement of work. The Contractor shall submit an inventory of all items removed from the work area and inventory of all items remaining in the work area.
- 3.2.11 Submit manufacturer's certificate that vacuums, negative air pressure equipment, and other local exhaust ventilation equipment conform to ANSI Z9.2-79.
- 3.2.12 The Asbestos Contractor must inform other employers on-site of the nature of the Contractor's work with asbestos and the existence of and requirements pertaining to regulated areas in order to comply with OSHA regulation 29 CFR 1926.1101(d).

3.3 SUPERVISOR, FOREMAN, CRAFTSMAN

The Contractor shall have a job supervisor present at all times while work in this Contract is in progress.

The Project Supervisor shall be thoroughly familiar and experienced with asbestos removal and related work and shall be familiar with and shall enforce the use of all safety procedures and equipment. He shall be knowledgeable of all EPA, OSHA, and NIOSH requirements and guidelines.

The Contractor shall furnish one (1) or more licensed supervisor(s) who are familiar and experienced with asbestos removal/clean-up and its related work, safety procedures, and equipment.

- 3.3.1 It shall be a requirement of this Contract that one or more of the Contractor's supervisors be inside the work area at all times while work is in progress.
- 3.3.2 It is the intent of these Specifications that all phases of the work shall be executed by skilled craftsmen experienced or receiving training by experienced personnel in each respective trade.
- 3.3.3 Contractor's Supervisor is required to keep the Project Log Book up to date, ensure that all work criteria is followed in the proper sequence, and to document the progression of the job. Documentation will be required for each individually prepared work area.

3.4 MATERIAL AND EQUIPMENT

3.4.1 Materials

- 3.4.1.1 Deliver all materials in the original packages, container, or bundles bearing the name of the manufacturer and the brand name.

Store all materials subject to damage off the ground, away from wet or damp surfaces, and under cover sufficient to prevent damage or contamination.

Damaged or deteriorating materials shall not be used and shall be removed from the premises. Material that becomes contaminated with asbestos shall be disposed of in accordance with the applicable regulations.

- 3.4.1.2 Plastic (polyethylene) sheet, of 6 mil thickness or greater as specified in sizes to minimize the frequency of joints.
 - 3.4.1.3 Tape capable of sealing joints of adjacent sheets of polyethylene and for attachment of polyethylene sheet to finished surfaces of dissimilar materials and capable of adhering under both dry and wet conditions, including use of amended water. Use tape with tough backing which does not leave residue on the adhering surface.
 - 3.4.1.4 Surfactant: Shall consist of 50 percent polyoxyethylene ether and 50 percent of polyoxyethylene ester, or equivalent, and shall be mixed with water to provide a concentration of one (1) ounce of surfactant to 5 gallons of water.
 - 3.4.1.5 Impermeable containers: Suitable to receive and retain any asbestos-containing or contaminated materials until disposal at an approved site, labeled in accordance with OSHA Regulation 29 CFR 1910.1001. Containers must be both air and watertight and must be resistant to damage and rupture. Plastic bags shall be a minimum of 6 mil thick.
 - 3.4.1.6 Warning labels and signs: As required by OSHA Regulation 29 CFR 1910.1001 and 1926.1101 and NESHAP 61.149.
 - 3.4.1.7 Other materials: Provide all other materials, such as lumber, nails, and hardware, which may be required to construct and dismantle the decontamination area and the barriers that isolate the work area.
- 3.4.2 Tools and Equipment
- 3.4.2.1 Provide suitable tools for asbestos removal.
 - 3.4.2.2 Negative air pressure equipment: High efficiency particulate absolute (HEPA) filtration systems shall be equipped with filtration equipment in compliance with ANSI Z9.2-79, local exhaust ventilation. No air movement system or air filtering equipment shall discharge unfiltered air outside the work area. A negative pressure shall be held on the work area continuously (24 hours a day) from the start of work in the area

until the area has been decontaminated and certified as such by the required testing. There shall be a sufficient number of units to provide a minimum of four (4) air changes per hour or a minimum negative pressure differential of 0.02 inches of water in the work area. All exhausted air shall be filtered and discharged outside the building away from any air intake devices. A positive indication of negative air pressure must be present and visible. Continuous negative pressure recording shall be the responsibility of the Contractor. Negative pressure will be verified by the on-site hygienist using smoke testing and/or manometers.

3.5 WORK AREA PREPARATION (Contained Space)

This Section covers the removal under full containment of spray-on acoustical ceiling material.

The Contractor understands that this work will occur at a partially occupied facility and that the utmost care must be taken to prevent the exposure of occupants to airborne asbestos fibers.

In addition, the Contractor understands that asbestos removal work may present various hazards to his workforce. The Contractor shall take all precautions to assure his workers' safety.

In order to increase workplace safety and security, the Contractor shall abide by the following conditions:

3.5.1 General

- A. All asbestos removal areas shall be restricted to authorized personnel only. All routes through the building to be used by the Contractor shall be approved by the Owner.
- B. All air filtration devices (AFDs) shall exhaust to the exterior of the building. For every 10 AFDs or portion thereof, there shall be at least one AFD unit on-site for backup purposes. The Engineer, at his/her option, may require more AFDs as backups.
- C. Electrical power sources shall meet the following requirements:
 - 1. Only a licensed electrician shall be permitted to install wiring other than extension wires and/or make connections to an electrical panel box. He/she shall be on 24-hour standby status for the purpose of restoring electrical power to the containment area. The licensed electrician shall check all of the wiring and load test the circuits supplying power to the containment area prior to any removal activities.

2. All electrical power to the work area shall be protected by Ground Fault Circuit Interrupters located outside of the work area.
 3. No electrical room servicing the work area shall be sealed with polyethylene. Access to all over-current devices protecting the conductors supplying both the occupied and the work areas shall remain readily accessible throughout the duration of the project.
- D. All Federal regulations wherever applicable shall be met in all cases.
 - E. All surrounding work, fixtures, soil lines, drains, water lines, gas pipes, electrical conduit, wires, utilities, railings, shrubbery, landscaping, etc. which is to remain in place shall be carefully protected and, if disturbed or damaged, shall be repaired or replaced as directed by the Owner, at no additional cost.
 - F. The Contractor shall assure that no exits from the building are obstructed, that appropriate safety barriers are established to prevent access and that work areas are kept neat, clean, and safe.
 - G. Replace or repair any items damaged, due to work performed under this contract, equal to their original construction and finish. Repaired or replaced items will be subject to the Owner's approval.
 - H. Use rubber-tired vehicles which use non-volatile fuels for conveying material inside building and provide temporary covering, as necessary, to protect floors.
 - I. Debris shall be removed from the site daily. Premises shall be left neat and clean after each work shift, so that work may proceed the next regular workday without interruption.
 - J. Protect and maintain floors along removal routes from damage, wear, and staining. Damage to be corrected to the satisfaction of and at no cost to the Owner.

3.5.2 Separation Barriers

- A. The work area shall be separated from the occupied portion of the building and/or operating equipment (mechanical, electrical, etc.) by separation barriers (if applicable).

Construction of barriers shall meet the following minimum requirements:

1. Where framing is required for the installation of separation barriers, 2-inch by 4-inch studs spaced not more than 24 inches on center shall be used.

2. A minimum of 1/2 inch thick plywood shall be used for separation barriers adjacent to the containment area and/or areas, which are part of the containment.
 3. Two layers of polyethylene sheeting shall be installed on each side of the separation barriers.
- B. All separation barriers shall be secured to the building structure with all joints caulked and all seams taped.
1. Exception:

The separation barrier(s) at the emergency means of egress from the work zone shall be of the pull downs and/or kick out type. Duct tape shall cover all seams located on the work zone side and critical barriers shall be installed on each side.
- C. Emergency means of egress for the building occupants and for workers shall not be blocked.

3.5.3 Openings Around Penetrations

- A. Prior to asbestos removal, all floor, ceiling, and wall openings shall first be cleaned using an approved asbestos removal HEPA-vacuum cleaner and shall be wet wiped. Where openings are found to contain gross amounts of asbestos-containing material, localized removal methods shall be conducted prior to cleaning.
- B. All penetrations, whether sealed prior to asbestos removal or as a result of asbestos removal, shall be sealed using materials determined to be non-combustible in accordance with ASTM Standard E-136 which will maintain the fire rating of any rated assembly in which they are used.
- C. Sealing of penetrations, localized asbestos removal, and subsequent sealing work shall be performed under negative pressure. The area shall also be kept under negative pressure when testing for penetration leaks or missed penetrations.

3.5.4 Contingency Plans During Abatement

The current state-of-the-art should be used to establish a contingency plan. A flexible contingency plan shall be based on: the kind of asbestos involved, the number of persons exposed, and the degree of occupancy at the time in question; the fiber concentration level at which removal would have to stop (while remedial measures are taken) and the levels at which the building would need to be vacated will be a function of the relationship between measured fiber concentrations and established background levels.

Increasingly aggressive responses up to and including vacating of the building would be undertaken based on the degree which fiber concentrations exceed established background levels.

- A. In case of loss of power to the air filtration units, the procedures given below shall be followed:
 - 1. All removal activities and preparation work shall cease immediately.
 - 2. All removed waste within the work area shall be sprayed with amended water. A sufficient number of airless sprayers shall be used to mist the air in the work area.
 - 3. An attempt shall be made to restore power by resetting the electrical breakers and/or switches, replacing fuses, and checking extension cord connections. If power cannot be restored by these means, the electrician, pursuant to Section 3.5.1(c) of these specifications shall be called upon to restore the electrical power.
 - 4. Electrical power shall be restored to all of the required air filtration units without substantial loss of time. This shall be done by the use of generator(s), if necessary.

3.6 EXECUTION

3.6.1 Preparation

- A. Separation of work areas from occupied areas (if applicable):
 - 1. Separate the parts of the building required to remain in use from parts of the building that will undergo asbestos removal by means of airtight barriers, constructed as follows:
 - a. Construct a barrier of 1/2 inch thick (minimum) plywood to isolate the work areas from occupied areas (if applicable).
 - b. Cover both sides of the partition with a double layer of plastic sheet with joints staggered and sealed with tape. Edges of partition at floor, walls, and ceiling shall be caulked or taped airtight (if applicable).
 - 2. Shut down and lock out electric power. Provide temporary power and lighting and ensure safe installation of temporary power sources and equipment per applicable electrical code requirements. Control of all work area power sources shall be from outside of the work areas.

3. Shut down and isolate heating, cooling, and ventilating air systems to prevent contamination and fiber dispersal to other areas of the structure. Physically block off, with light gauge metal, all supply and return air ductwork which leads to and from an isolated work area when the air handling unit serves areas other than within the isolated work areas.
4. Seal off all openings, including but not limited to window, corridors, doorways, skylights, ducts, grill, diffusers, and any other penetrations of the work areas, with two (2) layers of plastic sheeting (minimum of 6 mil thick) sealed with tape. The Contractor shall check above suspended ceilings in classrooms adjacent to hallway work areas for penetrations into hallway. All such penetrations shall be sealed as critical barriers.
5. Post two (2) safety warning signs which follow the "Sample Format Warning Sign" shown below:

Sample Format Warning Sign
Minimum Size – 24"x36"
Material – Aluminum or Fiberglass
Script:

DANGER

ASBESTOS

CANCER AND LUNG DISEASE HAZARD

AUTHORIZED PERSONNEL ONLY

**RESPIRATORS AND PROTECTIVE
CLOTHING ARE REQUIRED
IN THIS AREA**

B. Preclean work area:

1. Clean all moveable objects within the work area using HEPA vacuum equipment and wet cleaning methods. Remove these objects from the work area to a designated temporary storage location.

Protection of and accounting for the stored materials is the sole responsibility of the Contractor.

2. Pre-clean fixed objects within the proposed work areas, using HEPA vacuum equipment and/or wet cleaning methods as appropriate and enclose with a minimum of two (2) layers of 6 mil polyethylene sheeting sealed with tape.
3. Pre-clean the proposed work areas using HEPA vacuum equipment or wet cleaning methods as appropriate. Do not use methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters.

C. Prepare work area:

1. Cover floor and wall surfaces with plastic sheeting sealed with tape. Use a minimum of two layers of 6-mil plastic on floors and two layers of 6-mil plastic on walls. Cover floors first so that plastic extends at least 12 inches up on walls, then cover walls with plastic sheeting to the floor level, thus overlapping the floor material by a minimum of 12 inches.

All joints in the plastic sheeting shall have a minimum of 12 inches of overlap and shall be securely sealed with tape to prevent leakage of air and water.

D. Decontamination enclosure systems:

Build suitable enclosure systems described herein before start of construction.

In all cases, access between contaminated and uncontaminated rooms or areas shall be through an air lock previously defined. Access between any two rooms within the decontamination enclosure system shall be through a curtained doorway.

1. Construct a work decontamination enclosure system contiguous to the work area consisting of three totally enclosed chambers to conform with standard plans and as follows:
 - a. A shower room with two curtained doorways, one to the equipment room and one to the clean room. Plastic on shower room and adjoining equipment and clean rooms shall be opaque.
 - b. The shower room shall contain at least one shower with hot and cold or warm water. Careful attention shall be paid to the shower enclosure to ensure against leaking of any kind.

2. Provide or construct an equipment decontamination enclosure system consisting of three (3) totally enclosed chambers as follows:
 - a. A washroom/shower room with a curtained doorway to the holding area.
 - b. A holding area with a curtained doorway to the washroom and a curtained doorway to an uncontaminated area.
 - c. A holding area with a curtained doorway to the washroom and a curtained doorway to the contaminated area.

E. Maintenance of enclosure system:

1. Ensure that barriers and plastic linings are effectively sealed and taped. Repair damaged barriers and remedy defects immediately upon discovery.
2. Visually inspect enclosures at the beginning of each work period.
3. Use smoke methods to test effectiveness of barriers when directed by Owner or Engineer.

F. Asbestos removal work shall not commence until:

1. Arrangements have been made for disposal of waste at an acceptable site.
2. Work areas and decontamination enclosure systems and parts of the building required to remain in use are effectively segregated.
3. Tools, equipment, and material waste receptors are on hand.
4. Arrangements have been made for building security.
5. All other preparatory steps have been taken, applicable notices posted, and permits obtained.
6. The Contractor requests a pre-commencement inspection.
7. The Engineer authorizes work to commence.

3.6.2 Asbestos Removal (Contained Space)

- A. Prepare site per paragraph 3.6.1.

- B. Remove and clean ceiling mounted objects (if applicable), such as lights and other items not previously sealed off, that may interfere with asbestos removal. Use hand held water spraying or HEPA vacuum equipment during fixture removal to reduce fiber dispersal. Decontaminate the lights, wrap in plastic and store for reinstallation (if applicable) upon completion of testing procedures.
- C. Provide negative pressure of adequate capacity to remove air from each room of the work area that is undergoing asbestos removal. This may be accomplished through moving individual machines or ducting to individual rooms. The negative pressure shall be designed to provide a complete air change in the work area, each 15 minutes maintaining a minimum negative pressure differential. The Contractor will make calculations to determine the minimum number of Air Filtration Devices, which must be used in each work area.
- D. Spray asbestos material with amended water, using spray equipment capable of providing a "mist" application to reduce the release of fibers. Saturate the material sufficiently to wet it to the substrate without causing excess dripping. Spray the asbestos material repeatedly during work process to maintain wet conditions and to minimize asbestos fiber dispersion.
- E. Protect all fixtures, grills, lockers, chairs and stage area and other non-removable equipment from amended water. Surfactants can cause oxidation. Also, protect painted surfaces and flooring.
- F. Remove saturated asbestos material in manageable sections. Materials shall not be allowed to dry out. Material drop shall not exceed 15 feet. **Only the lower sections of the ceiling will be abated.**
- G. During each day's work, the bulk asbestos material shall be bagged in 6-mil thick bags, before it dries. No asbestos material shall be allowed to lie on the floor overnight. Place the material in sealed containers. Place caution labels on containers in accordance with OSHA Regulation 29 CFR 1910.1001(g)(2); 1926.1101; and NESHAPS 61.149(d) if not already preprinted on containers. Clean external surfaces of containers thoroughly by wet sponging in the designated area. Move containers to the washroom, wet clean each container thoroughly and move to holding area pending removal to uncontaminated areas. Ensure that containers are removed from the holding area by workers who have entered from uncontaminated areas dressed in clean coveralls. Ensure that workers do not enter from uncontaminated areas into the washroom or the work area; ensure that contaminated workers do not exit the work area through the equipment decontamination enclosure system.

- H. After completion of stripping work, all surfaces from which asbestos has been removed shall be wet brushed and sponged or cleaned by an equivalent method to removal all visible material. During this work, the surfaces being cleaned shall be kept wet. At the Contractor's option, the layer of plastic exposed to the asbestos may be removed, leaving intact the final layer of plastic.

3.6.3 Cleanup and Air Monitoring

Employ the following procedures in cleaning up the work area:

- A. Wet clean all surfaces and remove all visible accumulation of ACM from the work area including the inner layer of plastic if not previously removed. Prepare the work area for the initial air test, which will be performed after a visual inspection.
- B. The Contractor shall request a pre-sealant inspection, in writing.
- C. After visual inspection of work area by Engineer, apply one coat of an asbestos encapsulant sealer following manufacturer's recommendations for application prior to the initial air test while all plastic sheeting is in place.
- D. Once the work area is clean of visible accumulations of asbestos material and the encapsulant sealer has been applied and allowed to dry, the Engineer will perform an aggressive initial clearance test with limits of 0.010 f/cc by NIOSH Method 7400. The Contractor will continue the wet cleaning process until the designated fiber level is achieved. It is the Owner's intent to pay for one initial series of air tests per area.
- E. While still under respirator protection, remove the outer layer or layers of plastic sheeting from the walls and floors after the sealant has dried. The seals on the window, vents, doors, etc., shall remain, and HEPA filtration negative air pressure systems and decontamination enclosure system shall also remain in service.

Wet clean or HEPA vacuum work area underneath the plastic and leave the area visibly clean.

- F. Dust, both visible and invisible, shall be allowed to settle for 24 hours within the work area without being disturbed during this period.
- G. After a 24-hour settling period, wet clean or HEPA vacuum all surfaces within the work area. Once this cleaning operation is complete, visually inspect the work area to ensure that it is free of contamination.
- H. Engineer will conduct a thorough visual inspection prior to air testing. Upon successful completion of the visual inspection, the final air clearance test will be conducted.
- I. For work areas where >160 square feet (SF) of asbestos is removed, the final air clearance test will consist of an air test read by Transmission Electron Microscopy (TEM) with a maximum level of 70 structures/mm² being achieved prior to acceptance (according to AHERA [40 CFR 763] protocol). For smaller work areas where <160 SF of asbestos is removed, the final clearance test will consist of an air test read by Phase Contrast Microscopy (PCM) with a maximum level of 0.01 fibers per cubic centimeter of air (f/cc) being achieved prior to acceptance. High volume pumps (5 L/min to 10 L/min) will be used to collect a 1250 L minimum volume sample for 385 sq mm effective filter area.

Aggressive sampling techniques will be used to re-entrain any fibers on the walls or floors in each area to be tested. Use of a one (1) hp "Leaf Blower" will be employed. The floors and lower wall will be blasted with air immediately prior to running the final air test.

Contractor shall continue cleaning the work site until the accepted fiber level is achieved.

Additional testing required after the one initial test and one final test will be the responsibility of the Contractor. In the event of additional testing, the Contractor may reimburse Owner, or reduce the Contract amount by change order. It is the Owner's intent to have, at no additional charge to the Contractor, one initial test and one final test performed in each area. A test may consist of one sample or a series of samples performed at the same time.

- J. When appropriate, Engineer will issue permission to remove critical barriers, in writing.

3.6.4 Disposal of ACM and Asbestos-Contaminated Waste

- A. Asbestos materials: As the work progresses, and to prevent exceeding available storage capacity onsite, remove sealed and labeled containers of asbestos waste and dispose of such containers at an authorized disposal site in accordance with the requirements of disposal authority.

1. Bags of asbestos materials removed from the work area via the equipment decontamination enclosure shall be placed in a mechanically fastened drum or a second clean bag, which is then transported, in an enclosed vehicle. Appropriate labels shall be affixed to the outside of the container. Contractor will coordinate with the Owner or Engineer with regard to the location of the dumpster and/or transport vehicle on the premises.
2. The use of vacuum equipment may be employed to remove gross asbestos material from the work area. When use of such equipment is practical, a safety program shall be established to control release of asbestos fibers from routine operations and/or accidents. The use of the vacuum equipment and safety program shall be submitted for review.
3. The drums or bags shall be cleaned in the equipment decontamination enclosure as previously described and placed in the transport vehicle.
4. Local, state, and federal permits shall be obtained for the transportation of asbestos materials, and all procedures shall be followed as they pertain to transportation of asbestos materials.
5. Respiratory protection will be required in loading and unloading asbestos materials.
6. Transport vehicle shall be lined with 6-mil plastic prior to loading asbestos waste. The vehicle shall be used for the sole purpose of transporting asbestos waste. No other contract materials or supplies shall be stored or transported in the vehicle unless it has been decontaminated.
7. Activities involving removal of waste, loading onto vehicle, and disposal at the landfill, shall be documented in daily reports indicating date and volume of material handled. A second document, Waste Shipment Record, shall be completed when material is disposed at landfill. The Waste Shipment Records shall be forwarded to the Owner within thirty-five (35) days of the date the waste was accepted by the disposal transporter in accordance with NESHAP61.149 (d)(2).

B. Asbestos-containing wastewater:

1. All wastewater shall be filtered through a five-micron filter prior to final disposal in bags or plastic-lined drums and transported to a landfill per the previous requirements for disposal.

2. Asbestos waste including all contaminated water shall be drummed or bagged and transported as previously described.

3.6.5 Re-establishment of Objects and Systems

- A. Relocate objects moved to temporary locations in the course of the work to their proper positions. Only clean objects are to be moved into the areas.

Remount objects removed in the course of the work to their former positions including but not limited to 2'x4' ceiling tiles. Repair any moveable or fixed objects damaged during the course of the work

Reestablish HVAC, mechanical, and electrical systems in proper working order.

Dispose of used HVAC filters as contained waste. Owner will reinstall new HVAC filters.

Repair any damage to building, or building systems (electrical, mechanical, plumbing, etc.), which was not noted in writing prior to work area preparation.

Repaint any areas damaged during the course of the work unless this work is scheduled to be repaired by others. Quality of paint and workmanship shall be consistent with that found within the building prior to the Project, unless otherwise stated.

- B. When complete, the Contractor shall request a final inspection of the work area.
- C. After a minimum of 24 hours following this request, the Engineer will conduct a final inspection.

3.6.6 Final Report

Contractor will prepare a comprehensive final report to be submitted to Owner within 30 days following completion of the Project. This report will include as a minimum, landfill manifests, descriptions of procedures used during the project, descriptions of unusual events (fines, citations, etc.) and description and warranty of workmanship on replacement insulation (if applicable)

*****END OF SECTION*****