

Project Manual



Prepared for:

North Penn School District

401 East Hancock Street
Lansdale, PA 19446

Project:

**Asbestos Abatement at:
Knapp Elementary School**

698 Knapp Road
Lansdale, PA 19446

Prepared by:

Criterion Environmental & Industrial Hygiene

400 Street Road
Bensalem, PA 19020

Bid Set: 13 February 2020

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SECTION 001113 – BID ADVERTISEMENT

Contractors are invited to submit SEALED BIDS for the **Asbestos Abatement at Knapp Elementary School**.

BIDS ARE INVITED ON A LUMP SUM/UNIT PRICE BASIS FOR THE FOLLOWING CONTRACTS:

Contract 5Asbestos Abatement Construction

Sealed bid proposals for the **Asbestos Abatement at Knapp Elementary School** will be received by the **North Penn School District (“School District”)** until 1:00 p.m. on Wednesday, March 25, 2020 at the Educational Services Center, 401 E. Hancock Street, Lansdale, PA 19446 Attn: Stephen Skrocki, Chief Financial Officer. Faxed bids will not be accepted. The bids will be publicly opened and read aloud at the time and date listed above.

A Pre-bid conference will be held at 2:30 p.m. on Wednesday, February 26, 2020. Bidders will meet at the Educational Services Center, 401 E. Hancock Street, Lansdale, PA 19446 followed by a building walk-through of Knapp Elementary School at 698 Knapp Road, Lansdale, PA 19446.

CONTRACTORS can obtain Contract Documents by accessing North Penn School District’s website; by going to www.npenn.org; Central Office; Facilities and Operations Department; Knapp Elementary School Project (<https://is.qd/rtv3q9>).

In order to ensure registered bidders receive addenda and bid related correspondence, requests for Bid Documents, shall include the following information:

1. UPS/FedEx shipping address
2. Telephone and fax numbers
3. Contact person
4. E-mail address for addenda questions shall be submitted in writing by fax or email and should be directed to: North Penn School District, Attn: Thomas Schneider at (fax) 215-853-1845 or by email schneit@npenn.org.

END OF SECTION 001113

SECTION 002000 – INSTRUCTIONS TO BIDDERS AIA A701

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This section contains six (6) pages, not including this cover page.

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DRAFT AIA® Document A701™ – 1997

Instructions to Bidders

for the following PROJECT:

(Name and location or address)

Asbestos Abatement at Knapp Elementary School
698 Knapp Road
Lansdale, PA 19466

THE OWNER:

(Name, legal status and address)

North Penn School District
401 East Hancock Street
Lansdale, PA 19446-3900

THE ARCHITECT (The term Architect is synonymous with the Asbestos Abatement Consultant/Designer.:

(Name, legal status and address)

Criterion Environmental & Industrial Hygiene
400 Street Road
Bensalem, PA 19020

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ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.

1.2.1 The term Architect is synonymous with the Asbestos Abatement Consultant/Designer.

§ 1.3 Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 The Bidder by making a Bid represents that:

§ 2.1.1 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

§ 2.1.2 The Bid is made in compliance with the Bidding Documents.

§ 2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

§ 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 COPIES

§ 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

§ 3.1.2 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the Advertisement or Invitation to Bid, or in supplementary instructions to bidders.

§ 3.1.3 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

§ 3.1.4 The Owner and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

§ 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

§ 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.

§ 3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least seven days prior to the date for receipt of Bids.

§ 3.2.3 Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

§ 3.3 SUBSTITUTIONS

§ 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

§ 3.3.2 No substitution will be considered prior to receipt of Bids ~~unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution, after the Contractor has been selected, shall be final.~~

~~§ 3.3.3 If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.~~

~~§ 3.3.4 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.~~

§ 3.4 ADDENDA

§ 3.4.1 Addenda will be transmitted to all who are known by the issuing office to have received a complete set of Bidding Documents.

§ 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 PREPARATION OF BIDS

§ 4.1.1 Bids shall be submitted on the forms included with the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

§ 4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

§ 4.2 BID SECURITY

§ 4.2.1 Each Bid shall be accompanied by a bid security in the form and amount required if so stipulated in the Instructions to Bidders. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. The amount of the bid security shall not be forfeited to the Owner in the event the Owner fails to comply with Section 6.2.

§ 4.2.2 If a surety bond is required, it shall be written on AIA Document A310, Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

§ 4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

§ 4.3 SUBMISSION OF BIDS

§ 4.3.1 All copies of the Bid, the bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "BID – NASH ELEMENTARY SCHOOL ROOF REPLACEMENT" on the face thereof.

§ 4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

§ 4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

§ 4.4 MODIFICATION OR WITHDRAWAL OF BID

§ 4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

§ 4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

§ 4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

§ 4.4.4 Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 OPENING OF BIDS

At the discretion of the Owner, if stipulated in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders.

§ 5.2 REJECTION OF BIDS

The Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

§ 5.3 ACCEPTANCE OF BID (AWARD)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.

§ 5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 CONTRACTOR'S QUALIFICATION STATEMENT

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

§ 6.2 OWNER'S FINANCIAL CAPABILITY

The Owner shall, at the request of the Bidder to whom award of a Contract is under consideration and no later than seven days prior to the expiration of the time for withdrawal of Bids, furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Unless such reasonable evidence is furnished, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 SUBMITTALS

§ 6.3.1 The Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, after notification of selection for the award of a Contract, furnish to the Owner through the Architect in writing:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder in writing if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 BOND REQUIREMENTS

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual sources.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 If the Owner requires that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

§ 7.2 TIME OF DELIVERY AND FORM OF BONDS

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond. Both bonds shall be written in the amount of the Contract Sum.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum, as modified by the Owner.

SECTION 002110 - Background Checks (Criminal, Child Abuse and FBI).

Pennsylvania School Law, as required by Act 151 and Act 114 of 2006, as amended, requires that all applicants for employment in public and private schools, employees of independent contractors seeking business with public and private schools undergo background checks if they will have direct contact with students.

To be provided by the applicant and reviewed by the school (or higher education administrator) prior to the applicant working in a position which he will have direct contact with children.

The following three background checks are required:

- Department of Human Services Child Abuse History Clearance
- Pennsylvania State Police Request for Criminal Records Check
- Federal Criminal History Record Information (CHRI) – FBI report

Clearances are to be provided by the applicant and reviewed by the school (or higher education administrator) prior to the applicant working in a position which he will have direct contact with children.

See Act 114 of 2006 for further detailed information on PA background check requirements.

Department of Human Services (DHA) Child Abuse History

Procedure for Obtaining Child Abuse History Clearance:

1. You may obtain forms from schools or the Department of Human Services website.
<http://keepkidssafe.pa.gov/resources/clearances/index.htm>.
2. The Pennsylvania Child Abuse History Clearance can be submitted and paid online through the Child Welfare Information Solutions (CWIS) self-service portal,
<https://www.compass.state.pa.us/cwis/public/home>, or mailed in.
3. If you chose to mail the form, please enclose a \$13.00 money order or check for each application. No cash accepted. Personal, agency or business checks are acceptable.
4. Clearances results will be mailed within 14 days from the date that the clearance is received. There will be no replacement after 90 days.
5. Indicate SCHOOL as the "Purpose of Clearance"
6. For status of a request, please call the Department of Human Services, Childline and Abuse Registry at (717) 783-6211.

Child Abuse reports shall be ***no more than five (5) years old*** at the time of employment.

Pennsylvania Access to Criminal History (PATCH)

Procedures for obtaining the PA State Police Background Clearance can be found via the following link
<https://www.psp.pa.gov/Pages/Request-a-Criminal-History-Record.aspx#.UY5c010zIV>.

A Fee of \$22 is payable to the Commonwealth of Pennsylvania.

Federal Criminal History Record Information (CHRI) – FBI Report

The fingerprint-based background check is a multiple-step process, as follows:

1. **Registration** - The applicant must register prior to going to the fingerprint site. Walk in service is allowed but all applicants are required to complete pre-enrollment in the new Universal Enrollment system. Pre-enrollment can be completed online or over the phone. The registration website is available online 24 hours/day, seven days per week at <https://uenroll.identogo.com/> Telephonic registration is available at 1-844-321-2101 Monday through Friday, 8am to 6pm EST. During the pre-enrollment process, all demographic data for the applicant is collected (name, address, etc.) along with notices about identification requirements and other important information.
2. When registering on-line, an applicant must use the PA Department of Education specific Service **Code #1KG6XN**. Fingerprint requests processed through any other agency or purpose cannot be accepted and are not transferrable. If an applicant enters the wrong code by mistake, the incorrect applicant type will appear at the top of the screen. The applicant should select the “Back to Home” button and begin the process again, by reentering the correct Service Code. If the applicant proceeds with the process under the incorrect code, the pre-enrollment and/or results cannot be transferred to another state agency and the applicant will have to start the process over and pay for the background check again.
3. **Payment** - The applicant will pay a fee of \$23.85 for the fingerprint service and to secure an unofficial copy of the Criminal History Record. Major Credit Cards as well as Money orders or cashier's checks payable to MorphoTrust will be accepted on site for those applicants who are required to pay individually. No cash transactions or personal checks are allowed.
4. IDEMIA has also established a payment option for fingerprinting services for entities interested in paying the applicant's fee. This new option provides a payment 'coupon' that the entity will provide to each applicant for use. Each coupon is unique and may only be used one time. Account applications must be completed prior to the applicant visiting the fingerprint site. The authorized representative must complete the account application. To establish a billing account, you will need to complete an application at https://www.identogo.com/uploads/general/PA_NCAC_Package_Fillable_Fields.pdf with IDEMIA.
5. **Fingerprint Locations** – After registration, the applicant proceeds to the fingerprint site of their choice for fingerprinting. The location of the fingerprint sites and days and hours of operation for each site are posted on IDEMIA's website at <https://uenroll.identogo.com/> . The location of fingerprint sites may change over time; applicants are encouraged to confirm the site location nearest to their location. PDE encourages entities where access to the fingerprint location is more than 25 miles away to contact IDEMIA and suggest areas where another closer site could be established.
6. **Fingerprinting** - At the fingerprint site the Enrollment Agents (EA) manages the fingerprint collection process. The fingerprint transaction begins when the EA reviews the applicant's qualified State or Federal photo ID before processing the applicant's transaction. Applicants will not be processed if they cannot produce an acceptable photo ID. After the identity of the applicant has been established, all ten fingers are scanned to complete the process. The entire fingerprint capture process should take no more than three to five minutes.
7. **Report Access** – For the public or private school or higher education institution to access the official report via the electronic system, applicants must present their UEID to the hiring entity (as shown on the receipt provided after fingerprint capture). This process allows an applicant to

provide multiple potential employers with their UEID, as the report is linked to the UEID number and not assigned to a specific school. If an applicant has lost their receipt or needs to confirm UEID, the applicant may visit the UEP website (<https://uenroll.identogo.com/>) and simply check status of their file by providing alternate personal information. Applicants will enter their personal information after clicking in the lower portion of that screen to obtain their receipt with the UEID.

8. Applicants will receive an unofficial copy of their report.

For additional information regarding the PDE Clearances and Background Checks please visit:

<https://www.education.pa.gov/Educators/Clearances/Pages/default.aspx>

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SECTION 004100 - BID FORM

BID FORM

FOR

CONTRACT NUMBER: 5

CONTRACT NAME: Asbestos Abatement

FOR

Knapp Elementary School

698 Knapp Road, Lansdale, PA 19446

Proposal of: (Name) _____

(Address) _____

(Telephone) _____

(Contact Person) _____

***North Penn School District
401 East Hancock Street
Lansdale, PA 19446***

In conformity with the Plans and Specifications as prepared by Criterion Environmental & Industrial Hygiene, 400 East Street Road, Bensalem, PA 19020, after an examination of the site and the Bidding and Contract Documents, the undersigned submits this proposal and enclosed herewith a bond in an amount of not less than ten percent (10%) of the total of the hereinafter stated Base Bid, made payable to or indemnifying the "North Penn School District, 401 East Hancock Street, Lansdale, PA 19446", which it is understood will be held by the Owner, as security as provided in the Instructions to Bidders, if this proposal or any part thereof is accepted by the Owner, and the undersigned shall fail to furnish approved bonds and execute the Agreement within ten (10) days from the date of issuance of the award. Should the Owner fail to make an award on this project through no fault or failure on the part of the Bidder, then the Owner shall return said bid security.

It is hereby certified that the undersigned is the only person(s) interested in this proposal as principal, and that the proposal is made without collusion with any person, firm or corporation. The Bidder submits herewith, as such, a Non-Collusion Affidavit in accordance with the provisions of the Pennsylvania Anti-bid-Rigging Act of October 28, 1983.

Bidder hereby agrees to execute the Agreement and furnish surety company bonds in the amount of one hundred percent (100%) of the Contract Price for the Performance Bond and Labor and Material Payment Bond, within ten (10) days after mailing by the Owner of notice of award, and to begin work with ten (10) days after date of Notice to Proceed.

Bidder guarantees that, if awarded contract, he will furnish and deliver all materials, tools, equipment, tests transportation, secure all permits and licenses, do and perform all labor, supervision and all means of construction, pay all fees and do all incidental work, and to execute, construct and finish, in an expeditious, substantial and workmanlike manner, in accordance with the plans and specifications, to the complete satisfaction and acceptance of the Owner, for the Work of this Contract for the **Asbestos Abatement at Knapp Elementary School**.

It is understood that the Owner, reserves the right to reject any or all proposals, or part thereof, or items therein and to waive technicalities required for the best interest of the Owner. It is further understood that competency and responsibility of bidders will receive consideration before the award of the contract. A certified copy of the Contractor's Qualification Statement, AIA Document A-305 will be submitted as part of this bid.

Bidders submit this proposal with the understanding that the work shall be substantially complete by the dates indicated in Supplemental Instruction to Bidders, Item 18, Time for Completion. The time for completion of the work of all contracts shall be considered as of the essence of this Contract. Liquidated Damages do apply to this Project and are further described in Supplemental Instructions to Bidders, Item 18C.

The Contractor understands and agrees the **TIME IS OF THE ESSENCE** and that all schedule dates are minimum performance dates, notwithstanding anything to the contrary contained in the Contract Documents, should the progress of the Project be ahead of schedule dates, the Contractor agrees to coordinate and complete its Work in accordance with the actual Project Progress and the actual pace of the Project without additional compensation.

The bidder agrees that he will not assign his bid or any of his rights or interests thereunder without the written consent of the Owner. In the event of a discrepancy between the verbiage (words) and numbers entered here below, the verbiage shall govern.

Bid Withdrawal

This proposal is submitted with the definite understanding that it will not be withdrawn for a period of sixty (60) days after Bids are due, or any authorized postponement thereof, except as provided by law (73 P.S. §1602, as amended).

THE BID, as called for, is submitted as follows:

Item A. BASE BID:

For all Asbestos Abatement – Work, complete, for the Knapp Elementary School, as shown and specified in the Contract Documents and for the following contract quantities of work:

Asbestos:

Window Glazing Putty – 12 Windows / 1,250 Lin. Ft.
Joints associated with Fiberglass Pipe Insulation (4-6" OD) - 450 each
Transite Window Panels – 12 Windows / 550 Sq. Ft.
Black Sink Mastic – 15 sinks / 75 Sq. Ft.
Floor Tile & assoc. Mastic – 10,000 Sq. Ft.
Blackboard Glue Dots – 3,500 Sq. Ft. of Boards & assoc. Mastic
Fire Doors – 30 each
Aircell Type Pipe Insulation (within walls / below slab) (4-6" OD) – 300 Lin. Ft.

Asbestos/PCB:

Interior Window Caulking – 12 Windows / 600 Lin. Ft.

PCB's

Exterior Door Caulk – 2 Doors / 100 Lin. Ft.
Exterior Window Caulk – 12 Windows / 600 Lin. Ft.

Non-Asbestos Demolition:

2x4 Lay In Ceiling (complete) to include all gridwork & Fiberglass Insulation – 4,500 Sq. Ft.
12"x12" Splined Ceiling (complete) to include all gridwork & Fiberglass Insulation – 1,300 Sq. Ft.
Saw cutting/removal of concrete floor slab & soil or fill – 600 Sq. Ft. of slab / 70 Cu. Yds. soil or fill
Demolition of CMU Walls to access ACM Pipe Insulation – 400 Sq. Ft.

Note: Contract quantities differ from those noted in the technical specifications. Base bid work should reflect the contract quantities noted on this bid form.

for the lump sum of:

Dollars (\$ _____)

UNIT PRICES: OWNER shall make adjustments to the Contract based on the actual field conditions encountered using the Unit Prices included with the proposal. The BIDDER agrees that OWNER reserves the right to reject or otherwise not agree to use the Unit Prices submitted, if in the Owners opinion, the nature or quantity of the Work encountered is such that the unit price cost no longer applies to the Work. The Owner also reserves the right to solicit independent proposals as required by the Department of Education guidelines, under a separate contract to perform the services required. **The responsiveness of the Bid, and if the Bid is responsible, may be determined by the Owner on the basis of the Unit Prices proposed by the bidder. Unit Prices shall be consistent with verifiable average costs for the work to be performed. Bidders agree that a proposal may be rejected if the Unit Prices submitted are inconsistent with the average cost.** Under NO circumstances will BIDDER perform Unit Price Work without prior written authorization from OWNER. Unit Prices shall include costs for furnishing and installing all materials, labor, tools, equipment, and other incidental costs necessary to complete the specified operation. Unit prices will be used to ADD/DEDUCT the contract cost where appropriate. The Bidder agrees that in the event of any inconsistency between a Unit Price and the extension of a Unit Price in a Material Allowance, the Unit Price shall control, the Material Allowance extension shall be recalculated.

U1 - THERMAL SYSTEMS INSULATION (REMOVAL)

UNIT PRICE NO. U1A – Thermal Systems Insulation - <1" ACM Pipe Covering

State in this proposal the unit price to add to or deduct from the scope of work to remove <1" ACM pipe covering, complete, as specified and shown on the Contract Documents.

Add/Deduct _____ Dollars (\$ _____) / Lin. Ft.

UNIT PRICE NO. U1B – Thermal Systems Insulation - >1" to 6" ACM Pipe Covering

State in this proposal the unit price to add to or deduct from the scope of work to remove >1" to 6" ACBM pipe covering, complete, as specified and shown on the Contract Documents.

Add/Deduct _____ Dollars (\$ _____) / Lin. Ft.

UNIT PRICE NO. U1C – Thermal Systems Insulation - >6" to 8" Pipe Covering

State in this proposal the unit price to add to or deduct from the scope of work to remove >6" to 8" ACM pipe covering, complete, as specified and shown on the Contract Documents.

Add/Deduct _____ Dollars (\$ _____) / Lin. Ft.

U2 - ELBOWS AND FITTINGS (REMOVAL)

UNIT PRICE NO. U2A – Thermal Systems Insulation - <1" Fitting

State in this proposal the unit price to add to or deduct from the scope of work to remove <1" ACM fitting complete as specified and shown on the Contract Documents.

Add/Deduct _____ Dollars (\$ _____) / Each

UNIT PRICE NO. U2B – Thermal Systems Insulation - >1” to 6” ACM Fitting

State in this proposal the unit price to add to or deduct from the scope of work to remove >1” to 6” ACBM fitting, complete, as specified and shown on the Contract Documents.

Add/Deduct _____ Dollars (\$) / Each

UNIT PRICE NO. U2C – Thermal Systems Insulation - >6” to 8” ACM Fitting

State in this proposal the unit price to add to or deduct from the scope of work to remove >6” to 8” ACBM fitting, complete, as specified and shown on the Contract Documents.

Add/Deduct _____ Dollars (\$) / Each

UNIT PRICE NO. U2D – Thermal Systems Insulation - >8” Fitting

State in this proposal the unit price to add to or deduct from the scope of work to remove >8” ACBM fitting, complete, as specified and shown on the Contract Documents.

Add/Deduct _____ Dollars (\$) / Each

U3 - ASBESTOS CONTAINING SOIL

UNIT PRICE NO. U3A – Asbestos Containing Soil

State in this proposal the unit price to add to or deduct from the scope of work cleanup of ACBM containing soil, complete, as specified and shown on the Contract Documents.

Add/Deduct _____ Dollars (\$) / Cu. Yd.

U4 - FLOORING MATERIALS

UNIT PRICE NO. U4A – Vinyl Asbestos Floor Tile (VAT)

State in this proposal the unit price to add to or deduct from the scope of work the removal of vinyl asbestos tile (VAT), complete, as specified and shown on the Contract Documents.

Add/Deduct _____ Dollars (\$) / Sq. Ft.

UNIT PRICE NO. U4B – Floor Tile & associated Asbestos Mastic

State in this proposal the unit price to add to or deduct from the scope of work the removal of vinyl asbestos tile (VAT) and associated Asbestos Mastic, complete, as specified and shown on the Contract Documents.

Add/Deduct _____ Dollars (\$) / Sq. Ft.

UNIT PRICE NO. U4C – Asbestos Flooring Mastic

State in this proposal the unit price to add to or deduct from the scope of work the removal of flooring mastic, complete, as specified and shown on the Contract Documents.

Add/Deduct _____ Dollars (\$) / Sq. Ft.

UNIT PRICE NO. U4D – Carpeting over Floor Tile or Mastic

State in this proposal the unit price to add to or deduct from the scope of work the removal of carpeting installed over floor tile, floor tile and mastic, complete, as specified and shown on the Contract Documents.

Add/Deduct _____ Dollars (\$) / Sq. Ft.

U5 - CONCRETE FLOORING / WALL PENETRATIONS

UNIT PRICE NO. U5A – Saw Cutting (Flooring)

State in this proposal the unit price to add to or deduct from the scope of work to saw cut and remove concrete flooring to access asbestos insulations, as specified and shown on the Contract Documents.

Add/Deduct _____ Dollars (\$) / Sq. Ft.

UNIT PRICE NO. U5B – Wall Demolition

State in this proposal the unit price to add to or deduct from the scope of work to demolish concrete / CMU block walls to access asbestos insulations, as specified and shown on the Contract Documents.

Add/Deduct _____ Dollars (\$) / Sq. Ft.

UNIT PRICE NO. U5C – Plaster Ceiling Demolition

State in this proposal the unit price to add to or deduct from the scope of work to demolish plaster ceilings to access asbestos insulations, as specified and shown on the Contract Documents.

Add/Deduct _____ Dollars (\$) / Sq. Ft.

UNIT PRICE NO. U5D – Suspended Ceiling Demolition

State in this proposal the unit price to add to or deduct from the scope of work to demolish 2' x 4' lay-in ceilings / batt insulations to access asbestos insulations, as specified and shown on the Contract Documents.

Add/Deduct _____ Dollars (\$) / Sq. Ft.

UNIT PRICE NO. U5E – Spline Ceiling Demolition

State in this proposal the unit price to add to or deduct from the scope of work to demolish 12"x12" splined ceilings / batt insulations to access asbestos insulations, as specified and shown on the Contract Documents.

Add/Deduct _____ Dollars (\$) / Sq. Ft.

U6 - MISCELANEOUS REMOVALS

UNIT PRICE NO. U6A – Window Caulk, Door Caulk and Window Glazing Removal and Disposal

State in this proposal the unit price to add to or deduct from the scope of work to remove ACM window caulk, door caulk and window glazing, complete, as specified and shown on the Contract Documents.

Add/Deduct _____ Dollars (\$ _____) / Ln. Ft.

UNIT PRICE NO. U6B – Caulk Removal and Disposal – PCB's

State in this proposal the unit price to add to or deduct from the scope of work to remove ACBM caulk that contains PCB's, complete, as specified and shown on the Contract Documents.

Add/Deduct _____ Dollars (\$ _____) / Ln. Ft.

UNIT PRICE NO. U6C – Blackboard/Tack Board Glue Dots

State in this proposal the unit price, to add to or deduct from the scope of work to remove blackboards and tack boards that have ACBM glue dots and residual glue dots on the wall, complete, as specified and shown on the Contract Documents.

Add/Deduct _____ Dollars (\$ _____) / Sq. Ft.

UNIT PRICE NO. U6D – Fire Doors

State in this proposal the unit price to add to or deduct from the scope of work to remove ACBM fire doors, complete, as specified and shown on the Contract Documents.

Add/Deduct _____ Dollars (\$ _____) / Door

UNIT PRICE NO. U6E – REMOBILIZATION

State in this proposal the unit price to add to the scope of work to remobilize to the site if no other abatement activities are ongoing. This does not apply to remobilization for scheduled phased work, only emergency remobilizations.

Add _____ Dollars (\$ _____) / Each

Name of Contractor

ATTACHMENTS:

The following Documents are attached and are made a condition of this Bid:

- a. Non-collusion Affidavit
- b. Bid Bond
- c. Contractor Qualification Statement
- d. Commonwealth of PA – Public Works Employment Verification Form

ACCEPTANCE OF ADDENDA:

In submitting this proposal, I have received and included in this bid, the instructions and information contained in the following Addenda:

Addendum No.

Dated

SIGNATURES

The Undersigned here certifies that this Proposal is genuine and not a sham, collusive or fraudulent or made in the interest of or in behalf of any person, firm or corporation not herein named; and that the Undersigned has not, directly or indirectly, inducted or solicited any bidder to submit a sham bid, or any other person, firm or corporation from bidding, and that the Undersigned has not, in any manner, sought by collusion to secure for himself any advantage over any other Bidder.

(Individual Bidder)

Seal

WITNESS

Trading and doing business as

Business

Address:_____

** If a fictitious trade name is employed in the conduct of business, insert such name and complete appropriate, by deletion, the following sentence:

The foregoing fictitious trade name (has) (has not) been registered under Pennsylvania Law.

(Partnership Bidder)

_____ **Seal**

WITNESS

_____ **Seal**
_____ **Partner**

_____ **Seal**
_____ **Partner**

_____ **Seal**
_____ **Partner**

Business Address:

** If a fictitious or trade name is employed in the conduct of business, insert such name and complete, as appropriate, by deletion, the following statement:

The foregoing fictitious or trade name (has) (has not) been registered under Pennsylvania law.

Complete, as appropriate, the following statement:

The Partners constituting the Partnership are:

(Corporate Bidder)

(Name of Corporation)

By: _____
(Vice) President

ATTEST:

(Asst.) Secretary

(Corporate Seal)

Business Address: _____

OR (If appropriate)

(Name of Corporation)

WITNESS

***By: _____
Authorized Representative

Business Address: _____

*** Complete, as appropriate, the following statement:

The Corporation has been organized and is existing under the
laws of the _____ of _____
(state/commonwealth) (state)

END OF EC BID FORM 004119

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SECTION 004100 - BID FORM

BID FORM

FOR

CONTRACT NUMBER: 5

CONTRACT NAME: Asbestos Abatement

FOR

Knapp Elementary School

698 Knapp Road, Lansdale, PA 19446

Proposal of: (Name) _____

(Address) _____

(Telephone) _____

(Contact Person) _____

***North Penn School District
401 East Hancock Street
Lansdale, PA 19446***

In conformity with the Plans and Specifications as prepared by Criterion Environmental & Industrial Hygiene, 400 East Street Road, Bensalem, PA 19020, after an examination of the site and the Bidding and Contract Documents, the undersigned submits this proposal and enclosed herewith a bond in an amount of not less than ten percent (10%) of the total of the hereinafter stated Base Bid, made payable to or indemnifying the "North Penn School District, 401 East Hancock Street, Lansdale, PA 19446", which it is understood will be held by the Owner, as security as provided in the Instructions to Bidders, if this proposal or any part thereof is accepted by the Owner, and the undersigned shall fail to furnish approved bonds and execute the Agreement within ten (10) days from the date of issuance of the award. Should the Owner fail to make an award on this project through no fault or failure on the part of the Bidder, then the Owner shall return said bid security.

It is hereby certified that the undersigned is the only person(s) interested in this proposal as principal, and that the proposal is made without collusion with any person, firm or corporation. The Bidder submits herewith, as such, a Non-Collusion Affidavit in accordance with the provisions of the Pennsylvania Anti-bid-Rigging Act of October 28, 1983.

Bidder hereby agrees to execute the Agreement and furnish surety company bonds in the amount of one hundred percent (100%) of the Contract Price for the Performance Bond and Labor and Material Payment Bond, within ten (10) days after mailing by the Owner of notice of award, and to begin work with ten (10) days after date of Notice to Proceed.

Bidder guarantees that, if awarded contract, he will furnish and deliver all materials, tools, equipment, tests transportation, secure all permits and licenses, do and perform all labor, supervision and all means of construction, pay all fees and do all incidental work, and to execute, construct and finish, in an expeditious, substantial and workmanlike manner, in accordance with the plans and specifications, to the complete satisfaction and acceptance of the Owner, for the Work of this Contract for the **Asbestos Abatement at Knapp Elementary School**.

It is understood that the Owner, reserves the right to reject any or all proposals, or part thereof, or items therein and to waive technicalities required for the best interest of the Owner. It is further understood that competency and responsibility of bidders will receive consideration before the award of the contract. A certified copy of the Contractor's Qualification Statement, AIA Document A-305 will be submitted as part of this bid.

Bidders submit this proposal with the understanding that the work shall be substantially complete by the dates indicated in Supplemental Instruction to Bidders, Item 18, Time for Completion. The time for completion of the work of all contracts shall be considered as of the essence of this Contract. Liquidated Damages do apply to this Project and are further described in Supplemental Instructions to Bidders, Item 18C.

The Contractor understands and agrees the **TIME IS OF THE ESSENCE** and that all schedule dates are minimum performance dates, notwithstanding anything to the contrary contained in the Contract Documents, should the progress of the Project be ahead of schedule dates, the Contractor agrees to coordinate and complete its Work in accordance with the actual Project Progress and the actual pace of the Project without additional compensation.

The bidder agrees that he will not assign his bid or any of his rights or interests thereunder without the written consent of the Owner. In the event of a discrepancy between the verbiage (words) and numbers entered here below, the verbiage shall govern.

Bid Withdrawal

This proposal is submitted with the definite understanding that it will not be withdrawn for a period of sixty (60) days after Bids are due, or any authorized postponement thereof, except as provided by law (73 P.S. §1602, as amended).

THE BID, as called for, is submitted as follows:

Item A. BASE BID:

For all Asbestos Abatement – Work, complete, for the Knapp Elementary School, as shown and specified in the Contract Documents and for the following contract quantities of work:

Asbestos:

Window Glazing Putty – 12 Windows / 1,250 Lin. Ft.
Joints associated with Fiberglass Pipe Insulation (4-6" OD) - 450 each
Transite Window Panels – 12 Windows / 550 Sq. Ft.
Black Sink Mastic – 15 sinks / 75 Sq. Ft.
Floor Tile & assoc. Mastic – 10,000 Sq. Ft.
Blackboard Glue Dots – 3,500 Sq. Ft. of Boards & assoc. Mastic
Fire Doors – 30 each
Aircell Type Pipe Insulation (within walls / below slab) (4-6" OD) – 300 Lin. Ft.

Asbestos/PCB:

Interior Window Caulking – 12 Windows / 600 Lin. Ft.

PCB's

Exterior Door Caulk – 2 Doors / 100 Lin. Ft.
Exterior Window Caulk – 12 Windows / 600 Lin. Ft.

Non-Asbestos Demolition:

2x4 Lay In Ceiling (complete) to include all gridwork & Fiberglass Insulation – 4,500 Sq. Ft.
12"x12" Splined Ceiling (complete) to include all gridwork & Fiberglass Insulation – 1,300 Sq. Ft.
Saw cutting/removal of concrete floor slab & soil or fill – 600 Sq. Ft. of slab / 70 Cu. Yds. soil or fill
Demolition of CMU Walls to access ACM Pipe Insulation – 400 Sq. Ft.

Note: Contract quantities differ from those noted in the technical specifications. Base bid work should reflect the contract quantities noted on this bid form.

for the lump sum of:

Dollars (\$ _____)

UNIT PRICES: OWNER shall make adjustments to the Contract based on the actual field conditions encountered using the Unit Prices included with the proposal. The BIDDER agrees that OWNER reserves the right to reject or otherwise not agree to use the Unit Prices submitted, if in the Owners opinion, the nature or quantity of the Work encountered is such that the unit price cost no longer applies to the Work. The Owner also reserves the right to solicit independent proposals as required by the Department of Education guidelines, under a separate contract to perform the services required. **The responsiveness of the Bid, and if the Bid is responsible, may be determined by the Owner on the basis of the Unit Prices proposed by the bidder. Unit Prices shall be consistent with verifiable average costs for the work to be performed. Bidders agree that a proposal may be rejected if the Unit Prices submitted are inconsistent with the average cost.** Under NO circumstances will BIDDER perform Unit Price Work without prior written authorization from OWNER. Unit Prices shall include costs for furnishing and installing all materials, labor, tools, equipment, and other incidental costs necessary to complete the specified operation. Unit prices will be used to ADD/DEDUCT the contract cost where appropriate. The Bidder agrees that in the event of any inconsistency between a Unit Price and the extension of a Unit Price in a Material Allowance, the Unit Price shall control, the Material Allowance extension shall be recalculated.

U1 - THERMAL SYSTEMS INSULATION (REMOVAL)

UNIT PRICE NO. U1A – Thermal Systems Insulation - <1" ACM Pipe Covering

State in this proposal the unit price to add to or deduct from the scope of work to remove <1" ACM pipe covering, complete, as specified and shown on the Contract Documents.

Add/Deduct _____ Dollars (\$) / Lin. Ft.

UNIT PRICE NO. U1B – Thermal Systems Insulation - >1" to 6" ACM Pipe Covering

State in this proposal the unit price to add to or deduct from the scope of work to remove >1" to 6" ACBM pipe covering, complete, as specified and shown on the Contract Documents.

Add/Deduct _____ Dollars (\$) / Lin. Ft.

UNIT PRICE NO. U1C – Thermal Systems Insulation - >6" to 8" Pipe Covering

State in this proposal the unit price to add to or deduct from the scope of work to remove >8" ACM pipe covering, complete, as specified and shown on the Contract Documents.

Add/Deduct _____ Dollars (\$) / Lin. Ft.

U2 - ELBOWS AND FITTINGS (REMOVAL)

UNIT PRICE NO. U2A – Thermal Systems Insulation - <1" Fitting

State in this proposal the unit price to add to or deduct from the scope of work to remove <1" ACM fitting complete as specified and shown on the Contract Documents.

Add/Deduct _____ Dollars (\$) / Each

UNIT PRICE NO. U2B – Thermal Systems Insulation - >1” to 6” ACM Fitting

State in this proposal the unit price to add to or deduct from the scope of work to remove >1” to 6” ACBM fitting, complete, as specified and shown on the Contract Documents.

Add/Deduct _____ Dollars (\$) / Each

UNIT PRICE NO. U2C – Thermal Systems Insulation - >6” to 8” ACM Fitting

State in this proposal the unit price to add to or deduct from the scope of work to remove >6” to 8” ACBM fitting, complete, as specified and shown on the Contract Documents.

Add/Deduct _____ Dollars (\$) / Each

UNIT PRICE NO. U2D – Thermal Systems Insulation - >8” Fitting

State in this proposal the unit price to add to or deduct from the scope of work to remove >8” ACBM fitting, complete, as specified and shown on the Contract Documents.

Add/Deduct _____ Dollars (\$) / Each

U3 - ASBESTOS CONTAINING SOIL

UNIT PRICE NO. U3A – Asbestos Containing Soil

State in this proposal the unit price to add to or deduct from the scope of work cleanup of ACBM containing soil, complete, as specified and shown on the Contract Documents.

Add/Deduct _____ Dollars (\$) / Cu. Yd.

U4 - FLOORING MATERIALS

UNIT PRICE NO. U4A – Vinyl Asbestos Floor Tile (VAT)

State in this proposal the unit price to add to or deduct from the scope of work the removal of vinyl asbestos tile (VAT), complete, as specified and shown on the Contract Documents.

Add/Deduct _____ Dollars (\$) / Sq. Ft.

UNIT PRICE NO. U4B – Floor Tile & associated Asbestos Mastic

State in this proposal the unit price to add to or deduct from the scope of work the removal of vinyl asbestos tile (VAT), complete, as specified and shown on the Contract Documents.

Add/Deduct _____ Dollars (\$) / Sq. Ft.

UNIT PRICE NO. U4C – Asbestos Flooring Mastic

State in this proposal the unit price to add to or deduct from the scope of work the removal of flooring mastic, complete, as specified and shown on the Contract Documents.

Add/Deduct _____ Dollars (\$) / Sq. Ft.

UNIT PRICE NO. U4D – Carpeting over Floor Tile or Mastic

State in this proposal the unit price to add to or deduct from the scope of work the removal of carpeting installed over floor tile or mastic, complete, as specified and shown on the Contract Documents.

Add/Deduct _____ Dollars (\$ _____) / Sq. Ft.

U5 - CONCRETE FLOORING / WALL PENETRATIONS

UNIT PRICE NO. U5A – Saw Cutting (Flooring)

State in this proposal the unit price to add to or deduct from the scope of work to saw cut and remove concrete flooring to access asbestos insulations, as specified and shown on the Contract Documents.

Add/Deduct _____ Dollars (\$ _____) / Sq. Ft.

UNIT PRICE NO. U5B – Wall Demolition

State in this proposal the unit price to add to or deduct from the scope of work to demolish concrete / CMU block walls to access asbestos insulations, as specified and shown on the Contract Documents.

Add/Deduct _____ Dollars (\$ _____) / Sq. Ft.

UNIT PRICE NO. U5C – Plaster Ceiling Demolition

State in this proposal the unit price to add to or deduct from the scope of work to demolish plaster ceilings to access asbestos insulations, as specified and shown on the Contract Documents.

Add/Deduct _____ Dollars (\$ _____) / Sq. Ft.

UNIT PRICE NO. U5D – Suspended Ceiling Demolition

State in this proposal the unit price to add to or deduct from the scope of work to demolish 2' x 4' lay-in ceilings / batt insulations to access asbestos insulations, as specified and shown on the Contract Documents.

Add/Deduct _____ Dollars (\$ _____) / Sq. Ft.

UNIT PRICE NO. U5E – Spline Ceiling Demolition

State in this proposal the unit price to add to or deduct from the scope of work to demolish 12"x12" splined ceilings / batt insulations to access asbestos insulations, as specified and shown on the Contract Documents.

Add/Deduct _____ Dollars (\$ _____) / Sq. Ft.

U6 - MISCELLANEOUS REMOVALS

UNIT PRICE NO. U6A – Window Caulk, Door Caulk and Window Glazing Removal and Disposal

State in this proposal the unit price to add to or deduct from the scope of work to remove ACM window caulk, door caulk and window glazing, complete, as specified and shown on the Contract Documents.

Add/Deduct _____ Dollars (\$ _____) / Ln. Ft.

UNIT PRICE NO. U6B – Caulk Removal and Disposal – PCB's

State in this proposal the unit price to add to or deduct from the scope of work to remove ACBM caulk that contains PCB's, complete, as specified and shown on the Contract Documents.

Add/Deduct _____ Dollars (\$ _____) / Ln. Ft.

UNIT PRICE NO. U6C – Blackboard/Tack Board Glue Dots

State in this proposal the unit price to add to or deduct from the scope of work to remove blackboards and tack boards that have ACBM glue dots and residual glue dots on the wall, complete, as specified and shown on the Contract Documents.

Add/Deduct _____ Dollars (\$ _____) / Ln. Ft.

UNIT PRICE NO. U6D – Fire Doors

State in this proposal the unit price to add to or deduct from the scope of work to remove ACBM fire doors, complete, as specified and shown on the Contract Documents.

Add/Deduct _____ Dollars (\$ _____) / Door

UNIT PRICE NO. U6E – REMOBILIZATION

State in this proposal the unit price to add to or deduct from the scope of work to remobilize to the site if no other abatement activities are ongoing. This does not apply to remobilization for scheduled phased work, only emergency remobilizations.

Add/Deduct _____ Dollars (\$ _____) / Each

Name of Contractor

ATTACHMENTS:

The following Documents are attached and are made a condition of this Bid:

- a. Non-collusion Affidavit
- b. Bid Bond

- c. Contractor Qualification Statement
- d. Commonwealth of PA – Public Works Employment Verification Form

ACCEPTANCE OF ADDENDA:

In submitting this proposal, I have received and included in this bid, the instructions and information contained in the following Addenda:

<u>Addendum No.</u>	<u>Dated</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

SIGNATURES

The Undersigned here certifies that this Proposal is genuine and not a sham, collusive or fraudulent or made in the interest of or in behalf of any person, firm or corporation not herein named; and that the Undersigned has not, directly or indirectly, inducted or solicited any bidder to submit a sham bid, or any other person, firm or corporation from bidding, and that the Undersigned has not, in any manner, sought by collusion to secure for himself any advantage over any other Bidder.

(Individual Bidder)

Seal

WITNESS

Trading and doing business as

Business

Address:_____

** If a fictitious trade name is employed in the conduct of business, insert such name and complete appropriate, by deletion, the following sentence:

The foregoing fictitious trade name (has) (has not) been registered under Pennsylvania Law.

(Partnership Bidder)

_____ **Seal**

WITNESS

_____ **Seal**
_____ **Partner**

_____ **Seal**
_____ **Partner**

_____ **Seal**
_____ **Partner**

Business Address:

** If a fictitious or trade name is employed in the conduct of business, insert such name and complete, as appropriate, by deletion, the following statement:

The foregoing fictitious or trade name (has) (has not) been registered under Pennsylvania law.

Complete, as appropriate, the following statement:

The Partners constituting the Partnership are:

(Corporate Bidder)

(Name of Corporation)

By: _____
(Vice) President

ATTEST:

(Asst.) Secretary

(Corporate Seal)

Business Address: _____

OR (If appropriate)

(Name of Corporation)

WITNESS

***By: _____
Authorized Representative

Business Address: _____

*** Complete, as appropriate, the following statement:

The Corporation has been organized and is existing under the
laws of the _____ of _____
(state/commonwealth) (state)

END OF EC BID FORM 004119

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SECTION 004200 – BID ATTACHMENTS

The following documents must be completed and attached to all bids:

1. Bid Bond (AIA A310 – 1970)
2. Contractor Qualification Statement (AIA A305 – 1986)
3. Non-Collusion Affidavit
4. Commonwealth of PA – Public Works Employment Verification Form

This section contains ten (10) pages, not including this cover page.

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DRAFT AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

North Penn School District
401 East Hancock Street
Lansdale, PA 19446-3900

BOND AMOUNT: \$

PROJECT:

(Name, location or address, and Project number, if any)

Asbestos Abatement at Knapp Elementary School
698 Knapp Road
Lansdale, PA 19466

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

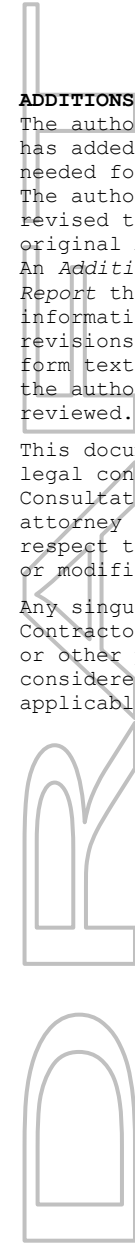
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.



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statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this [] day of [],

	<div>[]</div> <div>(Contractor as Principal)</div>	<div>[]</div> <div>(Seal)</div>
<div>[]</div> <div>(Witness)</div>	<div>[]</div> <div>(Title)</div>	
	<div>[]</div> <div>(Surety)</div>	<div>[]</div> <div>(Seal)</div>
<div>[]</div> <div>(Witness)</div>	<div>[]</div> <div>(Title)</div>	

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DRAFT AIA® Document A305™ – 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: North Penn School District

ADDRESS : North Penn School District
401 East Hancock Street
Lansdale, PA 19446-3900

SUBMITTED BY:

NAME:

ADDRESS:

PRINCIPAL OFFICE:

- ☐ Corporation
☐ Partnership
☐ Individual
☐ Joint Venture
☐ Other

NAME OF PROJECT: *(if applicable)*

Asbestos Abatement at Knapp Elementary School
689 Knapp Road
Lansdale, PA 19446

TYPE OF WORK: *(file separate form for each Classification of Work)*

- ☐ General Construction
☐ HVAC
☐ Electrical
☐ Plumbing
☐ Other: *(Specify)*

§ 1 ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor?

§ 1.2 How many years has your organization been in business under its present business name?

§ 1.2.1 Under what other or former names has your organization operated?

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This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.



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§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation:

§ 1.3.2 State of incorporation:

§ 1.3.3 President's name:

§ 1.3.4 Vice-president's name(s)

§ 1.3.5 Secretary's name:

§ 1.3.6 Treasurer's name:

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization:

§ 1.4.2 Type of partnership (if applicable):

§ 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization:

§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2 LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

§ 3 EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

§ 3.4.1 State total worth of work in progress and under contract:

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

§ 3.5.1 State average annual amount of construction work performed during the past five years:

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

§ 4 REFERENCES

§ 4.1 Trade References:

§ 4.2 Bank References:

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

§ 4.3.2 Name and address of agent:

§ 5 FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

§ 6 SIGNATURE

§ 6.1 Dated at this day of

Name of Organization:

By:

Title:

§ 6.2

M being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this day of

Notary Public:

My Commission Expires:

SECTION 004200 – NON-COLLUSION AFFIDAVIT OF CONTRACTOR

STATE OF _____

COUNTY OF _____

_____, being duly sworn, deposes and says that:

- (1) He is _____ of _____.
(owner, partner, officer, representative, or agent) (company)
the Bidder who has submitted the attached Bid:
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not collusive or sham Bid;
- (4) Neither the said Bidder nor any if its officers, partners, owners, agents, representatives, employees or parties of interest, including the affiant, has, in any way, colluded, conspired, connived, or agreed to any of the following:
 - X To work directly or indirectly with any other Bidder, firm or person to submit this Bid.
 - X To collude in any way to submit or to have submitted a sham Bid for the Contract for which this Bid has been submitted.
 - X To collude in any way to prevent another Bidder from bidding for this Contract.
 - X To agree, collude, communicate or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid, or in the Bids of any other Bidder.
 - X To fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder.
 - X To secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the North Penn School District (Owner) or any person(s) in the proposed Contract.
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest including this affiant.

_____/S/

Title

Subscribed and sworn to before me this

_____ day of _____ 2012.

BY: _____

TITLE: _____

Note: This document must be completed, signed, notarized and returned with your bid.

SECTION 004210 - WAIVER OF LIENS/MECHANICS' LIEN WAIVER

Montgomery County, Pennsylvania _____, 20__

OWNER: North Penn School District ("Owner")

CONTRACTOR: _____ ("Contractor")

CONTRACT: Contract between Owner and Contractor dated _____, 20__.

PROJECT: All labor and material necessary for the Asbestos Abatement at Knapp Elementary School in Montgomery County, Pennsylvania ("Project").

1. Contractor hereby stipulates and agrees for payment of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, that Contractor, any Subcontractor, any Sub-subcontractor, any materialman, or any other person furnishing labor or materials to any of them, shall not file a lien, commonly called a mechanics' lien, or claim for any and all amounts that are, from time-to-time, owed by the Owner against the Project or improvements thereon, and any leasehold interests therein, or any part thereof, for any labor or materials furnished. All Subcontractors, Sub-subcontractors, materialmen, or any other person furnishing labor or materials to any of them or to the Contractor for the Project or improvements thereon, any leasehold interests therein, or any part thereof, shall look to and hold the Contractor personally liable for all Subcontracts, labor or materials furnished to the Project or improvements thereon, so that there shall not be any legal or lawful claim of any kind whatsoever against the Owner for and about the erection, construction and completion of the Project or improvements thereon, and any leasehold interests therein, or any part thereof, or with respect to labor and materials furnished under any supplemental contract or arrangement for extra work in connection with alterations and related improvements on the Project and any leasehold interests therein, or any part thereof.
2. This Waiver of Liens/Mechanics' Lien Waiver, waiving the right of lien, shall be an independent covenant and shall also operate and be effective with respect to work done and materials furnished under any supplemental contract or arrangement for extra work in connection with alterations and related improvements at the Project and any leasehold interests therein.
3. In the event Contractor, any Subcontractor, any Sub-subcontractor, any materialman, or any other person furnishing labor and materials to any of them, files any mechanics' lien or claim, each hereby irrevocably waives any right to jury trial in any action to strike or discharge the lien.
4. Without limitation of the foregoing, this Waiver of Liens/Mechanics' Lien Waiver is made and intended to be filed with the Office of the Prothonotary of the county or counties in which the Project is located in accordance with the requirements of Section 402 of the Mechanics' Lien Law of 1963 of the Commonwealth of Pennsylvania (49 P.S. § 1402), as amended and supplemented.

5. Each of the terms, provisions, covenants, conditions of this Waiver of Liens/Mechanics' Lien Waiver, as the case may be, shall be binding upon and inure to the benefit of Owner, Contractor, each Subcontractor of Contractor, each Sub-subcontractor of each Subcontractor, and each party acting for, through, or under Contractor, Subcontractor, or Sub-subcontractor, and their respective heirs, executors, administrators, successors and assigns.
6. In order to give the Owner full power and authority to protect itself and the Project against any and all claims filed by the Contractor, any Subcontractor, any Sub-subcontractor, any materialmen, any other person furnishing labor or materials to any of them, or anyone acting under or through them in violation of the foregoing covenant, the said Contractor, for itself and all persons or entities acting through it, hereby irrevocably authorizes and empowers any Attorney of any Court of Common Pleas of the Commonwealth of Pennsylvania, to appear for it or any of them, in any of the said Courts of Common Pleas as Attorney for it and in its name, mark any and all claims satisfied of record at the cost and expense of the Contractor, including, without limitation, all legal fees (e.g., fees of attorneys, paralegals, and any other legal professionals) related thereto, any and all claims or claim, lien or liens, filed by or for the Contractor, any Subcontractor, any Sub-subcontractor, any materialmen, any other person furnishing labor or materials to any of them, or anyone acting under or through them in violation of the foregoing covenant, or in its or their name against the Project or any part thereof. For such act or acts this shall be good and sufficient warrant and authority and a reference to the Court, Term, and Number in which and where this Waiver of Liens/Mechanics' Lien Waiver shall have been filed shall be a sufficient exhibit of the authority herein contained to warrant such action, and the Contractor does hereby remise, release and quit-claim all rights and all manner of errors, defects and imperfections whatsoever in entering such satisfaction or in anyway touching or concerning the same.
7. In the event of a dispute between the Contractor and the Owner, to the extent that the Owner incurs any legal fees, professional fees, or other costs or expenses in defending, removing, marking satisfied any mechanics' liens or any other expenses incurred by Owner in connection with mechanics' lien claims and/or judgments related to the Project, the Contractor will be solely responsible for those amounts incurred by the Owner, which will be deducted to the extent available, from any amounts due the Contractor under the Contract. If the amount due the Contractor is not sufficient to cover such cost, the Contractor shall pay the difference to the Owner within ten (10) days of receipt of the Owner's invoice for such legal fees, professional fees or other costs and expenses.

[Signature page follows]

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**SECTION 005200 - AGREEMENT BETWEEN OWNER AND CONTRACTOR
AIA A101-2017 (AMENDED)**

This is a SAMPLE AIA Document: There is no implied permission to reproduce this document. The original document purchased by the user is intended to be consumed in the course of this project.

This section contains ten (10) pages, not including this cover page.

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DRAFT AIA® Document A101™ – 2017

Standard Form of Agreement Between Owner and Contractor *where the basis of payment is a Stipulated Sum*

AGREEMENT made as of the [] day of [] in the year 2019
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

North Penn School District
401 East Hancock Street
Lansdale, PA 19446-3900

and the Contractor:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

Asbestos Abatement at Knapp Elementary School
698 Knapp Road
Lansdale, PA 19466

The Architect (The term Architect is synonymous with the Asbestos Abatement Consultant/Designer):
(Name, legal status, address and other information)

Criterion Environmental & Industrial Hygiene
400 Street Road
Bensalem, PA 19020

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101™-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☐ A date set forth in a notice to proceed issued by the Owner.
- ☒ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

The Date of Commencement will be fixed in the Notice to Proceed.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[] Not later than () calendar days from the date of commencement of the Work.

[X] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

The Contractor expressly acknowledges time limits stated in the Contract Documents relating to its performance are of the essence of the Contract. If Work is not completed as scheduled, the Owner will incur financial losses difficult, if not impossible to calculate including, without limitation, loss of revenue/reimbursement, increased operating costs, increased financial costs, increased professional service fees, and other temporary costs as may be required to conduct the Owner's academic and construction programs. The Contractor agrees that it is aware of and anticipates these consequences. Should the Contractor fail to complete the Work in accordance with the Contract Documents, the Contractor and its Surety shall pay to the Owner liquidated damages as set forth in Section 18 of the Supplemental Instructions to Bidders. The Owner may, at its option, either retain the liquidated damages from payments otherwise due the Contractor, or demand and recover the liquidated damages from the Contractor and its Surety by other means. The liquidated damages do not include amounts for which the Contractor and its Surety may be liable to the Owner for claims by other contractors under the Contract Documents or applicable law.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

The Contractor shall be liable to the Owner for the sum of \$1,000.00 daily, assessable as liquidated damages and not as a penalty.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment and any additional appropriate paperwork required is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than the end of the following month after the Architect receives the Application for Payment from the Prime Contractor. The Contractor recognizes that formal payment approvals by the Board of School Directors area required by law and are a precondition to payment. The Owner reserves the right to withhold payment to Contractor if Contractor has not submitted its certified payroll certificates, all subcontractor e-verification forms, all criminal background checks, child abuse clearance ad FBI fingerprinting forms, or any other materials required by Federal, State or Local law, or policy or procedure of the Owner as applicable until such time as Contractor has complied..
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, as amended, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;

- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017, as amended;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017, as amended; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Ten percent (10%)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

As set forth in the General Conditions of the Contract, AIA A201-2017, as amended, contained in Volume 1 of the Contract Documents.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017, as amended.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, as amended, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.
- .3 Owner has received final certificates of occupancy from all authorities having jurisdiction over the Work who are legally empowered to issue such certificates.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than forty-five 45 days after the issuance of the Architect’s final Certificate for Payment, and the Contractor has submitted all required paperwork, including

without limitation, certified payroll certificates, e-verification forms, criminal records checks, child abuse and FBI fingerprinting, consent of surety and final certification and waiver of claims and liens.

:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, as amended.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, as amended, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017, as amended
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Articles 2 and 14 of AIA Document A201–2017, as amended.

§ 7.2 The Work may be suspended by the Owner as provided in Articles 2 and 14 of AIA Document A201–2017, as amended.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017, as amended, or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in Article 11 of AIA Document A201-2017, as amended.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and AIA A201-2017, as amended.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, as amended, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

1. Notwithstanding the foregoing, the Owner is subject to the Pennsylvania Right to Know law, 65 P.S. 67.101, et seq. ("Act") and Contractor acknowledges that the Owner shall abide by the Act, including honoring all proper public records requests made thereunder. In the event Owner discloses information which the Contractor deems "confidential" or "business proprietary" in accordance with its obligations under the Right to Know Law, such disclosure shall not be a breach or other violation hereof.

2. The parties hereto agree that the services provided by Contractor are in its capacity as, and Contractor is, independent contractor of Owner. Contractor and its subcontractors, employees, contractors, representatives, agents or other persons acting on its behalf, are not employees of the Owner for any reason. Furthermore, neither party shall have the authority to bind the other party or assume or create any obligation, liability, responsibility, express or implied, for or on behalf of such other party. This Agreement does not establish a partnership or joint venture by and between the parties hereto.

3. This Agreement is for the sole and exclusive benefit of the parties hereto, and none of the provisions of this Agreement shall be deemed to be for the benefit of any other party or entity.

4. Notwithstanding any other provisions contained herein or in any of the Construction Documents, Owner expressly reserves, and does not waive, any and all rights, protections, indemnifications or other limitations on damages afforded to Owner pursuant to the Pennsylvania Political Subdivision Tort Claims Act Pa.C.S. § 8501, et. seq. In the event that Owner pursues, or is subject to, any litigations, claim or cause of action under this Agreement, Owner expressly reserves, and expressly does not waive, its right to raise or advance such litigation, defense claim or cause

of action under any available legal theory or doctrine available to the Owner, including, but not limited to, the doctrine of *nullum tempus*.

5. No waiver of any of the term, conditions or provisions of this Agreement or any of the Contract Documents shall be deemed to constitute a waiver of any other of the provisions of this Agreement or any of the Contract Documents, as applicable, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

6. Each part of this Agreement is intended to be severable. If any term, covenant, condition or provision hereof is deemed by any court of competent jurisdiction to be unlawful, invalid, or unenforceable for any reason whatsoever, and such illegality, invalidity or unenforceability does not affect the remaining parts of this Agreement, then all such remaining parts hereof shall be lawful, valid, enforceable and have full force and effect as if the unlawful, invalid or unenforceable part had not been included.

7. Unless the context otherwise requires, singular nouns and pronouns (including defined terms), when used herein, shall be deemed to include the plural and vice versa, and impersonal pronouns shall be deemed to include the personal pronoun of the appropriate gender.

8. This Agreement may be executed in duplicate counterparts by Contractor and Owner, the legal effect of which shall be the same as if both parties had signed the same instrument. Furthermore, facsimile and e-mail signatures shall be legal and binding for all purposes.

9. The heading in this Agreement are for convenience of reference only and shall not affect the construction hereof.

10. This Agreement represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, promises, representations or agreements, either written or oral. Any prior agreements, promises, negotiations, or representations of either party not expressly set forth in this Agreement are of no force and effect, This Agreement may be amended only by written instrument signed by both Owner and Contractor. The parties hereto agree that no Owner official, director, agent or employee, other than the Board of School Directors of the Owner acting as a body at a duly called Board meeting, has authority to authorize entry into any Agreement or to modify the terms of this Agreement on behalf of the Owner.

>>

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A201™–2017, General Conditions of the Contract for Construction, as amended, Exhibit A
- .3 Drawings

Title of Drawings Exhibit: Exhibit C – List of Drawings attached hereto and included herein.

Number	Title	Date

- .4 Specifications

Title of Specification Exhibit: Exhibit B – Table of Contents attached hereto and included herein.

Section	Title	Date	Pages

- .5 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.6 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ The Sustainability Plan:

Title	Date	Pages

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.7 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above and is executed in at least three (3) original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER *(Signature)*

(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)

SECTION 006100 - PERFORMANCE BOND AIA A312

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DRAFT AIA® Document A312™ – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

[Redacted Contractor Information]

SURETY:

(Name, legal status and principal place of business)

[Redacted Surety Information]

OWNER:

(Name, legal status and address)

North Penn School District
401 E. Hancock Street
Lansdale, PA 19446-3900

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description:

(Name and location)

Asbestos Abatement at Knapp Elementary School
698 Knapp Road
Lansdale, PA 19466

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond: ☐ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature:

Name and

Title:

[Redacted Signature]

Signature:

Name and

Title:

[Redacted Signature]

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

[Redacted Agent or Broker Information]

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Thomas W. Schneider
Director of Facilities and Operations
North Penn School District
401 East Hancock Street
Lansdale, PA 19446-3900

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Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.



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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to

the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

SURETY

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

SECTION 006120 - PAYMENT BOND AIA A312

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Payment Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

North Penn School District
401 East Hancock Street
Lansdale, PA 19446-3900

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description:

(Name and location)

Asbestos Abatement at Knapp Elementary School
698 Knapp Road
Lansdale, PA 19466

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond: ☐ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature:

Name and

Title:

Signature:

Name and

Title:

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)

Thomas W. Schneider
Director of Facilities and Operations
North Penn School District
401 East Hancock Street
Lansdale, PA 19446-3900

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.



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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

SURETY

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

**SECTION 007000 - GENERAL CONDITIONS OF THE PROJECT FOR CONSTRUCTION AIA
A201-2017 (AMENDED)**

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DRAFT AIA® Document A201™ – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Asbestos Abatement at Knapp Elementary School
698 Knapp Road
Lansdale, PA 19466

THE OWNER:

(Name, legal status and address)

North Penn School District
401 East Hancock Street
Lansdale, PA 19446-3900

THE ARCHITECT (The term Architect is synonymous with the Asbestos Abatement Consultant/Designer.):

(Name, legal status and address)

Criterion Environmental & Industrial Hygiene
400 Street Road
Bensalem, PA 19020

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This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

1.1.1.1 The term Architect is synonymous with the Asbestos Abatement Consultant/Designer.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect shall serve as the Initial Decision Maker.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent

consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity, the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties may use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.7.1 In the event the Contractor requests and receives Digital Data or similar electronic files of project documents for use in the execution of the Work of this project, it is with the understanding that the Digital Data or electronic

files provided are for informational purposes only and may not necessarily represent the final and/or complete design of the project and its systems. The Contractor shall not rely on the accuracy of the information provided, but shall be responsible to verify all information and actual project conditions. Neither the Owner nor the Architect assumes responsibility for the information contained on the Digital Data or electronic files or the subsequent use of the information.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.2 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue, in addition to all other remedies available at law or hereunder, a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a five-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, immediately correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 The Contractor warrants that it has carefully studied and reviewed the Contract Documents and has reported any errors, inconsistencies or omissions to the Architect. The Contractor hereby acknowledges and declares that to

Contractor's knowledge, the Contract Documents are full and complete, are sufficient to have enabled the Contractor to determine the cost of the Work and fulfill all of the Contractor's obligations under the Contract Documents. The Contractor shall immediately report any error, inconsistency or omission it encounters to the Architect for resolutions. If the Contractor performs any construction activity knowing or having reason to know that it involves an error, inconsistency or omission, the Contractor shall bear the cost of construction.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, Suppliers and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 The Contractor shall perform its Work in accordance with the Contract Documents and in a professional, businesslike and workmanlike manner. Among other things, at completion of the Work, the Contractor shall thoroughly clean the site and remove from the site all tools, equipment, obstructions, and debris resulting from the Work.

§ 3.3.5 The Contractor shall abide by all federal, state, and local legal requirements applicable to this project, including requirements imposed by statute, regulation, code, ordinance, administrative rule or by order of any court or administrative agency. This includes, but is not limited to, requirements governing health, safety, labor, and environmental protection. Among other things, the Contractor shall submit an MSDS form (or other required form) and proper labeling to the Architect in advance of each chemical being used.

§ 3.3.6 The Contractor shall perform its Work in a manner to interfere as little as possible with the normal conduct of school activities, using its best efforts to protect the safety of students, employees, and School District property. No interruption to, or interference with, any of the services such as heating, lighting, plumbing, etc., together with all normal means of ingress and egress to buildings and property, will be allowed without express permission of the School District.

§ 3.3.7 The Contractor's Work, shall be at all times subject to the inspection and approval of the School District. Any materials that in the opinion of the School District do not comply with the Contract Documents will be rejected and shall be immediately removed from the site. Any workmanship that in the opinion of the School District does not comply with the Contract Documents shall be stopped at once and corrective measures shall be instituted at once.

§ 3.3.8 For a Project with multiple prime contractors, all Contractors are responsible for the coordination and integration of their respective scopes of Work. The General Trades Contractor is responsible for making all coordination decisions, unless another prime contractor is designated as project coordinator, not mutually agreed upon by affected Contractors. The Owner and its consultants or agents shall not be liable for any costs incurred by any Contractor due to failure of Contractors to coordinate and integrate their Work or due to any delays in the Work. If a Contractor causes damages or additional costs to another Contractor (including by causing delays, interferences, hindrances, loss of efficiencies or acceleration of Work), an adversely impacted Contractor will have a third-party beneficiary claim for legal action against the responsible Contractor. All Contractors acknowledge and accept the right of other Contractors to bring such third-party beneficiary claims, waive any privity of contract defense against such claims, and agree not to include the Owner, its professional consultants or agents, as parties in any such legal action.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.4.4 All persons employed by the Contractor to perform the Work shall be competent and first-class workmen and mechanics, who are duly skilled in their respective branches of labor.

§ 3.4.5 Should the Owner object in writing to any personnel of Contractor or any Subcontractor, such personnel shall not perform services on the Project, and there shall be no change in the Contract Sum as a result of such objection.

§ 3.4.6 The Contractor shall assign an on-site Superintendent for the project who shall not be replaced so long as the Superintendent remains in the Contractor's employment without written consent by the Owner, and who shall be replaced without any change in the Contract Sum if the Owner, in its discretion, so requires.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new and of recent manufacture unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.6.1 No sales tax or use taxes shall be paid on construction activities which the Commonwealth of Pennsylvania's Department of Revenue has determined to be tax exempt (Sales and Use Tax Regulation 150) relating to School Districts and Non-Profit Construction.

§ 3.6.2 The Contractor shall claim tax exemptions for items that are tax exempt. The Contractor assigns to the Owner the right to collect any refund of taxes that are paid on tax exempt items.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but

shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

~~§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.~~

~~§ 3.8.2 Unless otherwise provided in the Contract Documents,~~

- ~~1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;~~
- ~~2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and~~
- ~~3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.~~

~~§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.~~

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect and in accordance with the time limits in the Contract Documents. .

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's

responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work, or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a

copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Owner, Architect, Architect's consultants, agents, employees, officers, directors, successors and assigns of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

4.1.1.1 The term Architect is synonymous with the Asbestos Abatement Consultant/Designer.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any

direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term “Subcontractor” is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term “Subcontractor” does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term “Sub-subcontractor” is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.1.3 A Supplier is a person or entity who has a direct or indirect contract with the Contractor, Sub-Contractor or Sub-subcontractor to furnish materials or equipment for the Work.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor’s Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor’s Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.3.11 In order to facilitate checking of quotations or 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; labor costs shall be actual costs (wages and benefits), not standardized rates. Where major cost items are subcontracts, they shall be itemized also. In no case will a change involving over \$300 be approved without such itemization.

§ 7.4 Minor Changes in the Work The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time.

For minor changes, the Contractor agrees to comply with field orders or instructions of the Architect, or additional detail drawings reasonably consistent with the Contract Documents, without claiming extra compensation or time extension.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor’s control which the Contractor could not have avoided by the exercise of diligence; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Owner may approve a Change Order extending the Contract Time. The Contractor shall not, though, assert any claim for additional payment due to, relating to, or arising from Project delay. Should the Contractor violate this provision and assert a claim for additional payment due to, relating to, or arising from Project delay, the Contractor shall be liable to the Owner for any costs incurred by the Owner (including fees charged to the Owner by attorneys, architects, or other consultants of the Owner) associated with defending against such claim. See Subparagraph 9.2.7 for the right of Contractors to pursue third-party beneficiary claims against other Contractors causing Project delay.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

§ 8.4 Liquidated Damages

The Contractor expressly acknowledges time limits stated in the Contract Documents relating to its performance are of the essence of the Contract. If Work is not completed as scheduled, the Owner will incur financial losses difficult, if not impossible to calculate including, without limitation, loss of revenue/reimbursement, increased operating costs, increased financial costs, increased professional service fees, and other temporary costs as may be required to conduct the Owner’s academic and construction programs. The Contractor agrees that it is aware of and anticipates these consequences. Should the Contractor fail to complete the Work in accordance with the Contract Documents, the Contractor and its Surety shall pay to the Owner liquidated damages as set forth in Section 18 of the Supplemental Instructions to Bidders. The Owner may, at its option, either retain the liquidated damages from payments otherwise due the Contractor, or demand and recover the liquidated damages from the Contractor and its

Surety by other means. The liquidated damages do not include amounts for which the Contractor and its Surety may be liable to the Owner for claims by other contractors under the Contract Documents or applicable law.

§ 8.4.1 Liquidated Damages shall be assessed in the amount of One Thousand Dollars (\$1,000.00), for each day of delay beyond the contractual Substantial Completion date in amounts in Section 002100 – Supplementary Instructions to Bidders, Section 18 C.:

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.6.9 Until Substantial Completion, the Owner will pay ninety percent (90%) of the amount due the Contractor on account of progress payments. At the first regularly-scheduled payment after Substantial Completion, the payment shall be sufficient to increase total payments to one hundred percent (100%) of the Contract Sum less two times the Architect's estimate of sums required to complete unfinished work and settle outstanding claims in accordance with 65 Pa. C.S.A. Section 3921.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven 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 Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, 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 shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy and utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation

that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The intent of this contract is to remediate hazardous materials. The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from

performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

~~§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.~~

~~§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.~~

~~§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.~~

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance

§ 11.1.1 Contractor's Liability Insurance All Contractors doing work for the School District shall carry such liability insurance as set forth below to fully protect the School District against all claims which may arise. No work shall be started by a Contractor until the School District has been provided a Certificate of Insurance executed by an insurer or insurance agent licensed and qualified to do business in Pennsylvania on a standard form satisfactory to the School District evidencing insurance carried by the Contractor in accordance with these insurance requirements. The Contractor shall at its own expense, purchase and maintain insurance in companies having an A- or better, or financial rating of VI or better with the A.M. Best's Company Key Rating Guide-Latest Edition and being satisfactory to the School District. The Certificate of Insurance must state that the School District and the architect, and their officers, agents, and employees, have (through endorsement to the policy) been specifically named as additional insured parties. The Certificate of Insurance must also state that the policy includes an endorsement providing that the policy will not be cancelled, materially changed, or allowed to expire until the insurance company provides at least thirty (30) days prior written notice, by certified mail, to the School District, addressed as follows:

Chief Financial Officer
North Penn School District
401 E. Hancock Street
Lansdale, PA

In addition, all of the Contractor's insurance policies and the Certificate of Insurance shall state that all of the Contractor's insurance policies are primary and non-contributory with respect to any other valid and collectible insurance policies. Contractor shall on request provide the School District with a copy of any insurance policy. Failure to furnish the correct types of insurance or Certificate of Insurance on the correct forms in the correct amounts shall constitute a material breach of the conditions for award of the Contract and the Contractor shall be deemed to be in default."

Contractor shall provide, pay for and maintain (and shall require all Subcontractors of all tiers to provide, pay for and maintain) insurance of the type and limits set forth below). Such insurance shall be maintained in full force and effect from the commencement of the Work by Contractor until final acceptance of the Final Project or the completion of all post-acceptance warranty or related Work by the Contractor, whichever is later, and shall be for both on-site and off-site work:

A. General Liability Insurance. General liability coverages shall be provided by commercial general liability policy on an occurrence basis. The policy date or retroactive date shall predate the Contract. The termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of the Contract or later if otherwise specified in the Bid Documents. Where the Specifications require underground excavation, underground hazard coverage must be included. Where the Specifications require demolition and/or use of explosives, the explosion and collapse hazard coverage must be included.

- (i) Bodily Injury: \$500,000 each occurrence.
- (ii) Property Damage: \$500,000 each occurrence.

B. Automobile Liability. (Including owned, non-owned and hired vehicles).

- (i) Bodily Injury: \$500,000 each occurrence.
- (ii) Property Damage: \$500,000 each occurrence.

C. Workers' Compensation and Employers' Liability.

- (i) Employers' Liability: \$500,000 each accident.
\$500,000 disease policy limits.
\$500,000 disease – each employee.
- (ii) Statutory Limits for Workers' Compensation.

D. Umbrella Excess Liability. \$1,000,000 for each occurrence and \$1,000,000 in the aggregate which provides excess coverage over all underlying insurance policies.

Contractor's failure to procure the necessary insurance and/or submit the required Certificates of Insurance, as stated above, within ten (10) calendar days of the School District's Award shall constitute a default by the Contractor, and the School District may, at its sole discretion, award the Contract to the next lowest responsible Bidder, reserving to itself all rights for damages relating to said default, or, in the alternative, allow the Contractor additional time in which to secure the required insurance coverage. Other forms of insurance or changes in the amounts may be required in the Specifications.

The Contractor shall include the School District, including its employees and directors, and the architect and/or the engineer as additional insured parties on the Contractor's insurance policies, with the exception of the Contractor's workers' compensation insurance policy.

The Contractor's Certificate of Insurance shall be accompanied by a notarized letter from the Contractor's insurance carrier advising the Owner to what degree the aggregate limit has been impaired.

The minimum coverage limits set forth herein shall be subject to periodic review, and the School District reserves the right to require that the Contractor increase the minimum coverage limits if, in the reasonable opinion of the School District, the minimum coverage limits become inadequate.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain the Owner's usual liability insurance. The Owner may provide Builder's Risk insurance at its option.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any 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 notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work 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 completion of that portion of the Work.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.6 Pennsylvania Prevailing Wage Rates Attention is called to the fact that not less than the minimum salaries and wages set forth in the Pennsylvania Prevailing Wage Rates and identified in the Contract Documents must be paid on this project. This regulation and the general Pennsylvania prevailing minimum wage rates, (Act 442 of 1961, P.L. 987, amended), 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.

- a. State Prevailing Wage Rate schedules are included in the project's construction documents.
- b. It is the Bidder's responsibility to perform and to adhere to all related administrative functions, as required by the Commonwealth of Pennsylvania.
- c. Refer to Section 008200 for additional information and for the applicable prevailing wage rate determinations for the PENNSYLVANIA PREVAILING WAGE ACT.

§ 13.7 Discrimination Prohibited and Compliance with ADA According to 62 Pa., C.S.A. §3701, the Contractor agrees that: at its own expense, shall conform to the non-discrimination policies and plans required by the Contract Documents, the laws of the Commonwealth of Pennsylvania, and all other laws applicable to the Project.

§ 13.7.1 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.

§ 13.7.2 No contractor or subcontractor 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.

§ 13.7.3 The contract may be canceled or terminated by the owner or government agency, and all money due or to become due under the contract may be forfeited for a violation of the terms or conditions of that portion of the contract.

§ 13.7.4 Unless exempted by law, Contractor shall include the requirements of this section in every subcontract or purchase order so that it will be binding upon each subcontractor or supplier of the Contractor.

§ 13.7.5 In the event the Contractor believes it necessary to modify its sequence of Work, the work environment or means and methods to comply with the applicable requirements of the Americans with Disabilities Act (ADA), Contractor shall notify the Architect and Owner in writing of the proposed modification. The Architect and Owner shall have a reasonable period of time to review the request before responding in writing to Contractor. All costs of the proposed modifications shall be borne by Contractor, including impact costs to other Contractors or other parts of the Project, including any claims arising therefrom. Contractor shall implement no modification until he receives written consent from the Architect.

§ 13.7.6 If Contractor, its employees, subcontractors, suppliers or any other person or entity responsible to Contractor fails to comply with any applicable law or requirement of this Agreement or the Contract Documents, upon notice from the Architect or Owner, Contractor shall commence to cure such non-compliance within twenty-four (24) hours and shall achieve compliance within seventy-two (72) hours of receipt of written notice. Any failure of Contractor to do so after written notice to comply shall constitute a breach of contract and the Owner, in addition to its other rights in the event of a breach, shall have the right to terminate contractor's right to perform the Work.

§ 13.8 Human Relations Act. 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 Agreement, by reference. Your attention is directed to the language of the Commonwealth's non-discrimination clause in 16 PA Code 49.101.

§ 13.9 Background Check Requirements (Act 34 and Act 151) For any employee or other representative of the Contractor or its subcontractors who enters the work site, the Contractor shall provide the District originals (or notarized copies satisfactory to the Owner) of criminal record and child abuse background check reports. When an original background check report is provided, the School District will copy and return the original to the Contractor. The reports must be provided before any employee or other representative of the Contractor or its subcontractors enters the work site. Failure to comply with these requirements is a breach of the contract between the Contractor and the School District, will result in withholding of contract payments, and may result in assessment of penalty under applicable law. The Contractor is responsible for ensuring compliance with these requirements by all its subcontractors. Required reports include criminal history record information from Pennsylvania State Police and FBI pursuant to the School Code, 24 P.S. §1-111 (Act 34). Such criminal history record information shall be no more than five years old. As to child abuse reports, the Contractor must provide for all such individuals an official clearance statement pursuant to the Child Protective Services Law, 23 Pa. C.S.A. §6355 (Act 151). Such child abuse information shall be no more than two years old.

§ 13.10 Public Works Employment Verification Act Contractor shall comply with all applicable provisions of Pennsylvania's Public Works Employment Verification Act, 43 P.S. §167.1, et seq. In accordance with the Act, the Contractor will use the E-Verify Program operated by the Department of Homeland Security to verify the employment eligibility of each new employee hired after January 1, 2013 within five (5) business days of the hire date. Prior to commencing work, the Contractor shall fully and accurately complete a Commonwealth of Pennsylvania Public Works Employment Verification Form and shall provide that form to the Owner. The Public Works Employment Verification Form can be obtained on the website of Pennsylvania's Department of General Services: <http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Public-Works-Employment-Verification/Documents/Public%20Works%20Employment%20Verification%20Form.pdf>. For all new employees hired during the course of the Project, the Subcontractor must continue to use the E-Verify Program to verify their employment eligibility.

- 1) Contractor's subcontractors, at any tier, are also required to comply with the provisions of the Public Works Employment Verification Act. If Subcontractor enters into any subcontracts relating to the Project, the subcontracts must contain information about the requirements of the Public Works Employment Verification Act, and must identify that the applicable form may be obtained at: <http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Public-Works-Employment-Verification/Documents/Public%20Works%20Employment%20Verification%20Form.pdf>

§ 13.11 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 bid purposes. Except for a limited selection of products which are specifically identified in the contract documents, it is not the intent to limit the bidder, the bid or the evaluation of the bid to any one material or product specified, but rather to describe the minimum standard. When proprietary names are used and are followed by the words "no alternatives or substitutions shall be accepted," only the specific product identified can be provided. This limitation is restricted to a limited selection of products for this project. When proprietary names are used as a standard of quality, they shall be followed by the words "or alternatives of the quality necessary to meet the specifications." A bid containing an alternative which does not meet the specifications may be declared non-responsive. A bid containing an alternative may be accepted but, if an award is made to that bidder, the bidder will be required to replace any alternatives which do not meet the specifications.

§ 13.12 Provisions for the Use of Steel and Steel Products made in the United States In accordance with Act 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 produced in the United States as defined therein shall be used or supplied in the performance of the contract or any subcontracts thereunder.

- a. In accordance with Act 161 of 1982, cast iron products are also included and shall be produced in the United States. Act 144 of 1984 further defines "steel products" to include machinery and equipment. The Act also provides clarification and penalties.

§ 13.13 Competent Workmen: No workmen shall be regarded as competent first class, within the meaning of this Act, except those who are duly skilled in their respective branches of labor, and who shall be paid not less than such rates of wages and for such hours work as shall be established as current rates of wages paid for such hours by employers of organized labor in doing similar work in the district where work is being done.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance,

the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those arising under Sections 10.3 and 10.4, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding

on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the Berks County Bar Association. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Consolidation or Joinder

§ 15.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.2 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

SECTION 008200– PREVAILING WAGES AND FORMS

The following information contains the Commonwealth of Pennsylvania Prevailing Wage rates generated specifically for this project. Contractors are to utilize this information in preparation of their bids.

This section contains ten (10) pages, not including this cover page.

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

Project Name:	Additions and Renovations to Knapp Elementary School
Awarding Agency:	North Penn School District
Contract Award Date:	4/1/2020
Serial Number:	20-00953
Project Classification:	Building/Highway
Determination Date:	2/4/2020
Assigned Field Office:	Philadelphia
Field Office Phone Number:	(215)560-1858
Toll Free Phone Number:	
Project County:	Montgomery County

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 20-00953 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	5/29/2017		\$47.30	\$34.85	\$82.15
Asbestos & Insulation Workers	5/1/2018		\$49.30	\$35.85	\$85.15
Asbestos & Insulation Workers	5/1/2019		\$51.20	\$36.95	\$88.15
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2017		\$28.52	\$18.22	\$46.74
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2018		\$29.52	\$18.22	\$47.74
Boilermaker (Commercial, Institutional, and Minor Repair Work)	1/1/2019		\$29.26	\$18.48	\$47.74
Boilermakers	1/1/2018		\$46.26	\$33.36	\$79.62
Boilermakers	3/1/2018		\$45.89	\$33.73	\$79.62
Boilermakers	1/1/2019		\$45.51	\$34.11	\$79.62
Boilermakers	8/1/2019		\$47.21	\$34.11	\$81.32
Bricklayer	5/1/2017		\$40.98	\$26.78	\$67.76
Bricklayer	5/1/2018		\$43.73	\$26.78	\$70.51
Bricklayer	5/1/2019		\$46.48	\$26.78	\$73.26
Carpenter - Chief of Party (Surveying & Layout)	5/1/2017		\$45.25	\$27.59	\$72.84
Carpenter - Chief of Party (Surveying & Layout)	5/1/2018	4/30/2019	\$45.83	\$27.59	\$73.42
Carpenter - Chief of Party (Surveying & Layout)	5/1/2019	4/30/2020	\$46.54	\$27.59	\$74.13
Carpenter - Chief of Party (Surveying & Layout)	5/1/2020		\$47.73	\$27.59	\$75.32
Carpenter - Instrument Person (Surveying & Layout)	5/1/2017		\$39.35	\$27.59	\$66.94
Carpenter - Instrument Person (Surveying & Layout)	5/1/2018	4/30/2019	\$39.85	\$27.59	\$67.44
Carpenter - Instrument Person (Surveying & Layout)	5/1/2019	4/30/2020	\$40.47	\$27.59	\$68.06
Carpenter - Instrument Person (Surveying & Layout)	5/1/2020		\$41.50	\$27.59	\$69.09
Carpenter - Rodman (Surveying & Layout)	5/1/2017		\$19.68	\$19.64	\$39.32
Carpenter - Rodman (Surveying & Layout)	5/1/2018	4/30/2019	\$19.93	\$19.49	\$39.42
Carpenter - Rodman (Surveying & Layout)	5/1/2019	4/30/2020	\$20.24	\$19.69	\$39.93
Carpenter - Rodman (Surveying & Layout)	5/1/2020		\$20.75	\$19.49	\$40.24
Carpenters	5/1/2017		\$39.35	\$27.59	\$66.94
Carpenters	5/1/2018	4/30/2019	\$39.85	\$27.59	\$67.44
Carpenters	5/1/2019	4/30/2020	\$40.87	\$27.59	\$68.46
Carpenters	5/1/2020		\$41.90	\$27.59	\$69.49
Cement Masons	5/1/2017		\$36.45	\$31.76	\$68.21
Cement Masons	5/1/2018		\$37.50	\$32.26	\$69.76
Cement Masons	5/1/2019		\$38.50	\$32.81	\$71.31
DockBuilder/Pile Drivers (Building, Heavy & Highway)	5/1/2018		\$43.45	\$34.47	\$77.92
Dockbuilder/Piledriver (Building, Heavy, Highway)	11/1/2017		\$43.45	\$33.22	\$76.67
Dockbuilder/Piledriver (Building, Heavy, Highway)	5/1/2018		\$44.70	\$33.22	\$77.92
Drywall Finisher	5/1/2017		\$37.11	\$26.75	\$63.86
Drywall Finisher	5/1/2018	4/30/2019	\$39.27	\$27.49	\$66.76
Drywall Finisher	5/1/2019		\$37.75	\$28.11	\$65.86
Electricians	4/30/2017		\$45.16	\$35.25	\$80.41
Electricians	4/29/2018		\$46.89	\$36.52	\$83.41
Electricians	5/1/2019		\$48.26	\$38.15	\$86.41
Elevator Constructor	1/1/2018		\$55.76	\$33.05	\$88.81

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

Project: 20-00953 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Elevator Constructor	1/1/2020		\$59.44	\$35.25	\$94.69
Floor Coverer	5/1/2019		\$44.37	\$28.44	\$72.81
Floor Coverer	5/1/2020		\$46.01	\$28.44	\$74.45
Floor Layer	5/1/2017		\$42.51	\$27.91	\$70.42
Floor Layer	5/1/2018		\$43.11	\$28.09	\$71.20
Glazier	5/1/2017		\$41.30	\$31.80	\$73.10
Glazier	5/1/2018	4/30/2019	\$43.32	\$32.33	\$75.65
Glazier	5/1/2019		\$43.87	\$33.38	\$77.25
Iron Workers - Reinforcing Steel Mesh - Rebar	7/1/2017		\$42.56	\$29.30	\$71.86
Iron Workers - Reinforcing Steel Mesh - Rebar	7/1/2018		\$51.46	\$30.60	\$82.06
Iron Workers - Reinforcing Steel Mesh - Rebar	7/1/2019		\$52.66	\$30.85	\$83.51
Iron Workers (Riggers)	7/1/2017		\$39.83	\$27.92	\$67.75
Iron Workers	7/1/2017		\$47.30	\$32.91	\$80.21
Iron Workers	7/1/2018		\$42.88	\$30.60	\$73.48
Iron Workers	7/1/2019		\$49.30	\$34.41	\$83.71
Iron Workers	1/1/2020		\$49.80	\$34.41	\$84.21
Laborers (Class 01 - General)	5/1/2020		\$32.05	\$25.25	\$57.30
Laborers (Class 01 - See notes)	5/1/2017		\$28.65	\$24.95	\$53.60
Laborers (Class 01 - See notes)	5/1/2019		\$31.65	\$26.62	\$58.27
Laborers (Class 02 - See notes)	5/1/2017		\$30.85	\$25.65	\$56.50
Laborers (Class 02 - See notes)	5/1/2019		\$33.15	\$26.50	\$59.65
Laborers (Class 02 - see notes)	5/1/2020		\$35.15	\$26.15	\$61.30
Laborers (Class 03 - See notes)	5/1/2017		\$28.92	\$25.18	\$54.10
Laborers (Class 03 - See notes)	5/1/2019		\$30.52	\$25.98	\$56.50
Laborers (Class 03 - See notes)	5/1/2020		\$32.47	\$25.43	\$57.90
Laborers (Class 04 - See notes)	5/1/2017		\$28.95	\$24.95	\$53.90
Laborers (Class 04 - See notes)	5/1/2019		\$30.52	\$25.98	\$56.50
Laborers (Class 04 - See notes)	5/1/2020		\$32.47	\$25.43	\$57.90
Laborers (Class 05 - See notes)	5/1/2017		\$28.65	\$24.95	\$53.60
Laborers (Class 05 - See notes)	5/1/2019		\$30.20	\$25.80	\$56.00
Laborers (Class 05 - See notes)	5/1/2020		\$32.05	\$25.25	\$57.30
Landscape Laborer	5/1/2017		\$22.71	\$23.08	\$45.79
Landscape Laborer	5/1/2019		\$24.64	\$23.68	\$48.32
Landscape Laborer	5/1/2020		\$26.55	\$23.13	\$49.68
Marble Finisher	5/1/2017		\$35.55	\$24.17	\$59.72
Marble Finisher	5/1/2018		\$37.55	\$24.17	\$61.72
Marble Finisher	5/1/2019		\$39.75	\$24.17	\$63.92
Marble Mason	5/1/2017		\$40.36	\$26.99	\$67.35
Marble Mason	5/1/2018		\$43.11	\$26.99	\$70.10
Marble Mason	5/1/2019		\$45.86	\$26.99	\$72.85
Millwright	7/1/2017		\$41.35	\$32.24	\$73.59
Millwright	5/1/2018		\$43.33	\$32.96	\$76.29
Millwright	5/1/2019		\$45.50	\$33.29	\$78.79
Operators (Building, Class 01 - See Notes)	5/1/2017		\$44.87	\$28.14	\$73.01

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 20-00953 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Building, Class 01 - See Notes)	5/1/2018		\$46.41	\$28.60	\$75.01
Operators (Building, Class 01 - See Notes)	5/1/2019		\$46.41	\$30.60	\$77.01
Operators (Building, Class 01 - See Notes)	5/1/2020		\$47.96	\$31.05	\$79.01
Operators (Building, Class 01 - See Notes)	5/1/2021		\$49.50	\$31.51	\$81.01
Operators (Building, Class 01A - See Notes)	5/1/2017		\$47.86	\$29.03	\$76.89
Operators (Building, Class 01A - See Notes)	5/1/2018		\$49.41	\$29.49	\$78.90
Operators (Building, Class 01A - See Notes)	5/1/2019		\$49.41	\$31.49	\$80.90
Operators (Building, Class 01A - See Notes)	5/1/2020		\$50.96	\$31.94	\$82.90
Operators (Building, Class 01A - See Notes)	5/1/2021		\$52.51	\$32.39	\$84.90
Operators (Building, Class 02 - See Notes)	5/1/2017		\$44.62	\$28.07	\$72.69
Operators (Building, Class 02 - See Notes)	5/1/2018		\$46.16	\$28.53	\$74.69
Operators (Building, Class 02 - See Notes)	5/1/2019		\$46.16	\$30.53	\$76.69
Operators (Building, Class 02 - See Notes)	5/1/2020		\$47.71	\$30.98	\$78.69
Operators (Building, Class 02 - See Notes)	5/1/2021		\$49.25	\$31.44	\$80.69
Operators (Building, Class 02A - See Notes)	5/1/2017		\$47.61	\$28.97	\$76.58
Operators (Building, Class 02A - See Notes)	5/1/2018		\$49.16	\$29.42	\$78.58
Operators (Building, Class 02A - See Notes)	5/1/2019		\$49.17	\$31.41	\$80.58
Operators (Building, Class 02A - See Notes)	5/1/2020		\$50.71	\$31.87	\$82.58
Operators (Building, Class 02A - See Notes)	5/1/2021		\$52.26	\$32.32	\$84.58
Operators (Building, Class 03 - See Notes)	5/1/2017		\$40.53	\$26.87	\$67.40
Operators (Building, Class 03 - See Notes)	5/1/2018		\$42.07	\$27.33	\$69.40
Operators (Building, Class 03 - See Notes)	5/1/2019		\$42.08	\$29.32	\$71.40
Operators (Building, Class 03 - See Notes)	5/1/2020		\$43.62	\$29.78	\$73.40
Operators (Building, Class 03 - See Notes)	5/1/2021		\$45.16	\$30.24	\$75.40
Operators (Building, Class 04 - See Notes)	5/1/2017		\$40.24	\$26.78	\$67.02
Operators (Building, Class 04 - See Notes)	5/1/2018		\$41.78	\$27.22	\$69.00
Operators (Building, Class 04 - See Notes)	5/1/2019		\$41.78	\$29.23	\$71.01
Operators (Building, Class 04 - See Notes)	5/1/2020		\$43.32	\$29.69	\$73.01
Operators (Building, Class 04 - See Notes)	5/1/2021		\$44.87	\$30.14	\$75.01
Operators (Building, Class 05 - See Notes)	5/1/2017		\$38.51	\$26.27	\$64.78
Operators (Building, Class 05 - See Notes)	5/1/2018		\$40.05	\$26.73	\$66.78
Operators (Building, Class 05 - See Notes)	5/1/2019		\$40.06	\$28.72	\$68.78
Operators (Building, Class 05 - See Notes)	5/1/2020		\$41.60	\$29.18	\$70.78
Operators (Building, Class 05 - See Notes)	5/1/2021		\$43.14	\$29.64	\$72.78
Operators (Building, Class 06 - See Notes)	5/1/2017		\$37.52	\$25.98	\$63.50
Operators (Building, Class 06 - See Notes)	5/1/2018		\$39.07	\$26.43	\$65.50
Operators (Building, Class 06 - See Notes)	5/1/2019		\$39.07	\$28.43	\$67.50
Operators (Building, Class 06 - See Notes)	5/1/2020		\$40.61	\$28.89	\$69.50
Operators (Building, Class 06 - See Notes)	5/1/2021		\$42.16	\$29.34	\$71.50
Operators (Building, Class 07A- See Notes)	5/1/2017		\$54.14	\$32.47	\$86.61
Operators (Building, Class 07A- See Notes)	5/1/2018		\$55.99	\$33.02	\$89.01
Operators (Building, Class 07A- See Notes)	5/1/2019		\$56.30	\$35.11	\$91.41
Operators (Building, Class 07A- See Notes)	5/1/2020		\$58.16	\$35.65	\$93.81
Operators (Building, Class 07A- See Notes)	5/1/2021		\$60.00	\$36.21	\$96.21

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

Project: 20-00953 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Building, Class 07B- See Notes)	5/1/2017		\$53.84	\$32.40	\$86.24
Operators (Building, Class 07B- See Notes)	5/1/2018		\$55.70	\$32.92	\$88.62
Operators (Building, Class 07B- See Notes)	5/1/2019		\$56.00	\$35.03	\$91.03
Operators (Building, Class 07B- See Notes)	5/1/2020		\$57.86	\$35.57	\$93.43
Operators (Building, Class 07B- See Notes)	5/1/2021		\$59.72	\$36.11	\$95.83
Painters Class 1 (see notes)	5/1/2017		\$37.82	\$26.46	\$64.28
Painters Class 1 (see notes)	5/1/2018	4/30/2019	\$38.64	\$27.64	\$66.28
Painters Class 1 (see notes)	5/1/2019		\$39.04	\$28.99	\$68.03
Painters Class 1 (see notes)	2/1/2020		\$46.16	\$28.75	\$74.91
Painters Class 2 (see notes)	2/1/2017		\$53.67	\$26.09	\$79.76
Painters Class 2 (see notes)	2/1/2018		\$54.14	\$27.27	\$81.41
Painters Class 2 (see notes)	2/1/2019		\$55.52	\$28.39	\$83.91
Painters Class 2 (see notes)	2/1/2020		\$57.12	\$28.79	\$85.91
Plasterers	5/1/2017		\$37.42	\$28.83	\$66.25
Plasterers	5/1/2018		\$37.42	\$30.04	\$67.46
Plasterers	5/1/2019		\$37.72	\$30.74	\$68.46
plumber	5/1/2018	4/30/2019	\$53.45	\$33.54	\$86.99
plumber	5/1/2019		\$55.45	\$34.54	\$89.99
Plumbers	5/1/2017		\$51.42	\$32.57	\$83.99
Pointers, Caulkers, Cleaners	5/1/2017		\$42.26	\$25.69	\$67.95
Pointers, Caulkers, Cleaners	5/1/2018		\$45.01	\$25.69	\$70.70
Pointers, Caulkers, Cleaners	5/1/2019		\$47.76	\$25.69	\$73.45
Roofers (Composition)	5/1/2017		\$36.15	\$30.22	\$66.37
Roofers (Composition)	5/1/2018		\$37.15	\$31.27	\$68.42
Roofers (Composition)	5/1/2019		\$38.35	\$31.80	\$70.15
Roofers (Shingle)	5/1/2016		\$25.70	\$19.17	\$44.87
Roofers (Shingle)	5/1/2019		\$28.50	\$20.87	\$49.37
Roofers (Slate & Tile)	5/1/2016		\$28.70	\$19.17	\$47.87
Roofers (Slate & Tile)	5/1/2018		\$30.50	\$20.37	\$50.87
Roofers (Slate & Tile)	5/1/2019		\$31.50	\$20.87	\$52.37
Sheet Metal Workers	5/1/2017		\$46.42	\$39.51	\$85.93
Sheet Metal Workers	5/1/2018		\$47.58	\$41.60	\$89.18
Sheet Metal Workers	5/1/2019		\$49.79	\$42.89	\$92.68
Sprinklerfitters	4/1/2017		\$37.40	\$21.74	\$59.14
Sprinklerfitters	4/1/2018		\$38.80	\$22.74	\$61.54
Sprinklerfitters	5/1/2019		\$57.20	\$28.32	\$85.52
Steamfitters	5/1/2017		\$54.64	\$32.53	\$87.17
Steamfitters	5/1/2018		\$56.37	\$34.39	\$90.76
Steamfitters	5/1/2019		\$58.17	\$35.99	\$94.16
Stone Masons	5/1/2017		\$40.36	\$26.99	\$67.35
Stone Masons	5/1/2018		\$43.11	\$26.99	\$70.10
Stone Masons	5/1/2019		\$45.86	\$26.99	\$72.85
Terrazzo Finisher	5/1/2017		\$39.06	\$22.73	\$61.79
Terrazzo Finisher	5/1/2018		\$41.31	\$22.73	\$64.04

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

Project: 20-00953 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Terrazzo Finisher	5/1/2019		\$43.61	\$22.73	\$66.34
Terrazzo Grinder	5/1/2017		\$39.33	\$22.73	\$62.06
Terrazzo Grinder	5/1/2018		\$41.58	\$22.73	\$64.31
Terrazzo Grinder	5/1/2019		\$43.88	\$22.73	\$66.61
Terrazzo Mechanics	5/1/2017		\$43.71	\$24.81	\$68.52
Terrazzo Mechanics	5/1/2018		\$46.46	\$24.81	\$71.27
Terrazzo Mechanics	5/1/2019		\$49.21	\$24.81	\$74.02
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 Setter	5/1/2017		\$43.71	\$24.81	\$68.52
Tile Setter	5/1/2018		\$46.46	\$24.81	\$71.27
Tile Setter	5/1/2019		\$49.21	\$24.81	\$74.02
Truckdriver class 1(see notes)	5/1/2017		\$30.46	\$17.96	\$48.42
Truckdriver class 1(see notes)	5/1/2018		\$31.93	\$17.96	\$49.89
Truckdriver class 1(see notes)	5/1/2019		\$32.21	\$19.19	\$51.40
Truckdriver class 1(see notes)	5/1/2020		\$34.93	\$17.96	\$52.89
Truckdriver class 1(see notes)	5/1/2021		\$36.48	\$17.96	\$54.44
Truckdriver class 2 (see notes)	5/1/2017		\$30.56	\$17.96	\$48.52
Truckdriver class 2 (see notes)	5/1/2018		\$32.03	\$17.96	\$49.99
Truckdriver class 2 (see notes)	5/1/2019		\$32.31	\$19.19	\$51.50
Truckdriver class 2 (see notes)	5/1/2020		\$35.03	\$17.96	\$52.99
Truckdriver class 2 (see notes)	5/1/2021		\$36.58	\$17.96	\$54.54
Truckdriver class 3 (see notes)	5/1/2017		\$30.56	\$17.96	\$48.52
Truckdriver class 3 (see notes)	5/1/2018		\$32.28	\$17.96	\$50.24
Truckdriver class 3 (see notes)	5/1/2019		\$32.56	\$19.19	\$51.75
Truckdriver class 3 (see notes)	5/1/2020		\$35.28	\$17.96	\$53.24
Truckdriver class 3 (see notes)	5/1/2021		\$36.83	\$17.96	\$54.79
Window Film / Tint Installer	6/1/2019		\$24.52	\$12.08	\$36.60

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 20-00953 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter - Chief of Party (Surveying & Layout)	5/1/2017		\$51.42	\$27.39	\$78.81
Carpenter - Chief of Party (Surveying & Layout)	5/1/2018	4/30/2019	\$53.20	\$27.69	\$80.89
Carpenter - Chief of Party (Surveying & Layout)	5/1/2019	4/30/2020	\$54.98	\$28.04	\$83.02
Carpenter - Chief of Party (Surveying & Layout)	5/1/2020	4/30/2021	\$57.22	\$28.04	\$85.26
Carpenter - Chief of Party (Surveying & Layout)	5/1/2021		\$59.93	\$27.69	\$87.62
Carpenter - Instrument Person (Surveying & Layout)	5/1/2017		\$44.71	\$27.39	\$72.10
Carpenter - Instrument Person (Surveying & Layout)	5/1/2018	4/30/2019	\$46.26	\$27.69	\$73.95
Carpenter - Instrument Person (Surveying & Layout)	5/1/2019	4/30/2020	\$47.81	\$28.04	\$75.85
Carpenter - Instrument Person (Surveying & Layout)	5/1/2020	4/30/2021	\$49.76	\$28.04	\$77.80
Carpenter - Instrument Person (Surveying & Layout)	5/1/2021		\$52.11	\$27.69	\$79.80
Carpenter - Rodman (Surveying & Layout)	5/1/2017		\$35.77	\$21.19	\$56.96
Carpenter - Rodman (Surveying & Layout)	5/1/2018	4/30/2019	\$37.01	\$21.34	\$58.35
Carpenter - Rodman (Surveying & Layout)	5/1/2019	4/30/2020	\$38.25	\$21.34	\$59.59
Carpenter - Rodman (Surveying & Layout)	5/1/2020	4/30/2021	\$39.81	\$21.34	\$61.15
Carpenter - Rodman (Surveying & Layout)	5/1/2021		\$41.69	\$21.34	\$63.03
Carpenter	5/1/2018	4/30/2019	\$46.26	\$27.69	\$73.95
Carpenter	5/1/2019	4/30/2020	\$47.81	\$28.04	\$75.85
Carpenter	5/1/2020	4/30/2021	\$49.76	\$28.04	\$77.80
Carpenter	5/1/2021		\$51.76	\$28.04	\$79.80
Carpenters	5/1/2017		\$44.71	\$27.39	\$72.10
Carpenters	5/1/2018		\$46.56	\$27.39	\$73.95
Carpenters	5/1/2019		\$48.46	\$27.39	\$75.85
Carpenters	5/1/2020		\$50.41	\$27.39	\$77.80
Carpenters	5/1/2021		\$52.41	\$27.39	\$79.80
Cement Masons	5/1/2017		\$34.45	\$31.51	\$65.96
Cement Masons	5/1/2018		\$35.65	\$32.01	\$67.66
Cement Masons	5/1/2019		\$37.90	\$31.51	\$69.41
Cement Masons	5/1/2020		\$39.70	\$31.51	\$71.21
Cement Masons	5/1/2021		\$41.55	\$31.51	\$73.06
Electric Lineman	5/29/2017		\$52.60	\$26.37	\$78.97
Electric Lineman	5/28/2018		\$53.64	\$27.45	\$81.09
Electric Lineman	5/27/2019		\$54.66	\$28.56	\$83.22
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	1/1/2017		\$44.20	\$31.26	\$75.46
Iron Workers	7/1/2017		\$47.30	\$32.91	\$80.21
Iron Workers	7/1/2019		\$49.30	\$34.41	\$83.71
Iron Workers	1/1/2020		\$49.80	\$34.41	\$84.21
Laborers (Class 01 - See notes)	5/1/2017		\$29.75	\$25.65	\$55.40
Laborers (Class 01 - See notes)	5/1/2018		\$31.25	\$25.65	\$56.90
Laborers (Class 01 - See notes)	5/1/2019		\$31.95	\$26.50	\$58.45
Laborers (Class 01 - See notes)	5/1/2020		\$33.95	\$26.15	\$60.10
Laborers (Class 01 - See notes)	5/1/2021		\$36.20	\$25.65	\$61.85
Laborers (Class 02 - See notes)	5/1/2017		\$29.95	\$25.65	\$55.60
Laborers (Class 02 - See notes)	5/1/2018		\$31.45	\$25.65	\$57.10
Laborers (Class 02 - See notes)	5/1/2019		\$32.15	\$26.50	\$58.65

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

Project: 20-00953 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 02 - See notes)	5/1/2020		\$34.15	\$26.15	\$60.30
Laborers (Class 02 - See notes)	5/1/2021		\$36.40	\$25.65	\$62.05
Laborers (Class 03 - See notes)	5/1/2017		\$29.95	\$25.65	\$55.60
Laborers (Class 03 - See notes)	5/1/2018		\$31.45	\$25.65	\$57.10
Laborers (Class 03 - See notes)	5/1/2019		\$32.15	\$26.50	\$58.65
Laborers (Class 03 - See notes)	5/1/2020		\$34.15	\$26.15	\$60.30
Laborers (Class 03 - See notes)	5/1/2021		\$36.40	\$25.65	\$62.05
Laborers (Class 04 - See notes)	5/1/2017		\$24.55	\$25.65	\$50.20
Laborers (Class 04 - See notes)	5/1/2018		\$26.05	\$25.65	\$51.70
Laborers (Class 04 - See notes)	5/1/2019		\$26.75	\$26.50	\$53.25
Laborers (Class 04 - See notes)	5/1/2020		\$28.75	\$26.15	\$54.90
Laborers (Class 04 - See notes)	5/1/2021		\$31.00	\$25.65	\$56.65
Laborers (Class 05 - See notes)	5/1/2017		\$30.60	\$25.65	\$56.25
Laborers (Class 05 - See notes)	5/1/2018		\$32.10	\$25.65	\$57.75
Laborers (Class 05 - See notes)	5/1/2019		\$32.80	\$26.50	\$59.30
Laborers (Class 05 - See notes)	5/1/2020		\$34.80	\$26.15	\$60.95
Laborers (Class 05 - See notes)	5/1/2021		\$37.05	\$25.65	\$62.70
Laborers (Class 06 - See notes)	5/1/2017		\$30.65	\$25.65	\$56.30
Laborers (Class 06 - See notes)	5/1/2018		\$32.15	\$25.65	\$57.80
Laborers (Class 06 - See notes)	5/1/2019		\$32.85	\$26.50	\$59.35
Laborers (Class 06 - See notes)	5/1/2020		\$34.85	\$26.15	\$61.00
Laborers (Class 06 - See notes)	5/1/2021		\$37.10	\$25.65	\$62.75
Laborers (Class 07 - See notes)	5/1/2017		\$30.50	\$25.65	\$56.15
Laborers (Class 07 - See notes)	5/1/2018		\$32.00	\$25.65	\$57.65
Laborers (Class 07 - See notes)	5/1/2019		\$32.70	\$26.50	\$59.20
Laborers (Class 07 - See notes)	5/1/2020		\$34.70	\$26.15	\$60.85
Laborers (Class 07 - See notes)	5/1/2021		\$36.95	\$25.65	\$62.60
Laborers (Class 08 - See notes)	5/1/2017		\$30.25	\$25.65	\$55.90
Laborers (Class 08 - See notes)	5/1/2018		\$31.75	\$25.65	\$57.40
Laborers (Class 08 - See notes)	5/1/2019		\$32.45	\$26.50	\$58.95
Laborers (Class 08 - See notes)	5/1/2020		\$34.45	\$26.15	\$60.60
Laborers (Class 08 - See notes)	5/1/2021		\$36.70	\$25.65	\$62.35
Laborers (Class 09 - See notes)	5/1/2017		\$30.10	\$25.65	\$55.75
Laborers (Class 09 - See notes)	5/1/2018		\$31.60	\$25.65	\$57.25
Laborers (Class 09 - See notes)	5/1/2019		\$32.30	\$26.50	\$58.80
Laborers (Class 09 - See notes)	5/1/2020		\$34.30	\$26.15	\$60.45
Laborers (Class 09 - See notes)	5/1/2021		\$36.55	\$25.65	\$62.20
Laborers (Class 10- See notes)	5/1/2017		\$30.25	\$25.65	\$55.90
Laborers (Class 10- See notes)	5/1/2018		\$33.30	\$25.65	\$58.95
Laborers (Class 10- See notes)	5/1/2019		\$32.45	\$26.50	\$58.95
Laborers (Class 10- See notes)	5/1/2020		\$34.45	\$26.15	\$60.60
Laborers (Class 10- See notes)	5/1/2021		\$36.70	\$25.65	\$62.35
Laborers (Class 11 -See Notes)	5/1/2017		\$30.15	\$25.65	\$55.80
Laborers (Class 11 -See Notes)	5/1/2018		\$31.55	\$25.65	\$57.20

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 20-00953 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 11 -See Notes)	5/1/2019		\$32.35	\$26.50	\$58.85
Laborers (Class 11 -See Notes)	5/1/2020		\$34.35	\$26.15	\$60.50
Laborers (Class 11 -See Notes)	5/1/2021		\$36.50	\$25.65	\$62.15
Laborers (Class 12 -See Notes)	5/1/2017		\$31.85	\$25.65	\$57.50
Laborers (Class 12 -See Notes)	5/1/2018		\$32.45	\$25.65	\$58.10
Laborers (Class 12 -See Notes)	5/1/2019		\$34.05	\$26.50	\$60.55
Laborers (Class 12 -See Notes)	5/1/2020		\$36.05	\$26.15	\$62.20
Laborers (Class 12 -See Notes)	5/1/2021		\$37.40	\$25.65	\$63.05
Laborers (Class 13 -See Notes)	5/1/2017		\$33.88	\$25.65	\$59.53
Laborers (Class 13 -See Notes)	5/1/2018		\$35.38	\$25.65	\$61.03
Laborers (Class 13 -See Notes)	5/1/2019		\$36.08	\$26.50	\$62.58
Laborers (Class 13 -See Notes)	5/1/2020		\$38.08	\$26.15	\$64.23
Laborers (Class 13 -See Notes)	5/1/2021		\$40.33	\$25.65	\$65.98
Laborers (Class 14 -See Notes)	5/1/2017		\$30.00	\$25.65	\$55.65
Laborers (Class 14 -See Notes)	5/1/2018		\$31.50	\$25.65	\$57.15
Laborers (Class 14 -See Notes)	5/1/2019		\$32.20	\$26.50	\$58.70
Laborers (Class 14 -See Notes)	5/1/2020		\$34.20	\$26.15	\$60.35
Laborers (Class 14 -See Notes)	5/1/2021		\$36.45	\$25.65	\$62.10
Laborers Utility (PGW ONLY) (Flagperson)	5/1/2017		\$23.52	\$17.58	\$41.10
Laborers Utility (PGW ONLY)	5/1/2017		\$30.55	\$17.58	\$48.13
Landscape Laborer	4/1/2016		\$21.19	\$22.65	\$43.84
Landscape Laborer	5/1/2019		\$24.22	\$23.50	\$47.72
Landscape Laborer	5/1/2020		\$26.13	\$22.95	\$49.08
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2017		\$44.87	\$28.14	\$73.01
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2018		\$46.41	\$28.60	\$75.01
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2017		\$47.86	\$29.03	\$76.89
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2018		\$49.41	\$29.49	\$78.90
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2017		\$44.62	\$28.07	\$72.69
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2018		\$46.16	\$28.53	\$74.69
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2017		\$47.61	\$28.97	\$76.58
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2018		\$49.16	\$29.42	\$78.58
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2017		\$40.53	\$26.87	\$67.40
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2018		\$42.07	\$27.33	\$69.40
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2017		\$40.24	\$26.78	\$67.02
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2018		\$41.78	\$27.22	\$69.00
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2017		\$38.51	\$26.27	\$64.78

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

Project: 20-00953 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2018		\$40.05	\$26.73	\$66.78
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2017		\$37.52	\$25.98	\$63.50
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2018		\$39.07	\$26.43	\$65.50
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2017		\$54.14	\$32.47	\$86.61
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2018		\$55.99	\$33.02	\$89.01
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2017		\$53.84	\$32.40	\$86.24
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2018		\$55.70	\$32.92	\$88.62
Painters (Bridges, Stacks, Towers)	2/1/2017		\$53.67	\$26.09	\$79.76
Painters (Bridges, Stacks, Towers)	2/1/2018		\$54.14	\$27.27	\$81.41
Painters (Bridges, Stacks, Towers)	2/1/2019		\$55.52	\$28.39	\$83.91
Painters (Bridges, Stacks, Towers)	2/1/2020		\$57.12	\$28.79	\$85.91
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2017		\$51.91	\$32.53	\$84.44
Steamfitters	5/1/2018		\$56.37	\$34.39	\$90.76
Truckdriver class 1(see notes)	5/1/2017		\$30.31	\$17.96	\$48.27
Truckdriver class 1(see notes)	5/1/2018		\$31.78	\$17.96	\$49.74
Truckdriver class 1(see notes)	5/1/2019		\$32.06	\$19.19	\$51.25
Truckdriver class 1(see notes)	5/1/2020		\$34.78	\$17.96	\$52.74
Truckdriver class 1(see notes)	5/1/2021		\$36.33	\$17.96	\$54.29
Truckdriver class 2 (see notes)	5/1/2017		\$30.41	\$17.96	\$48.37
Truckdriver class 2 (see notes)	5/1/2018		\$31.88	\$17.96	\$49.84
Truckdriver class 2 (see notes)	5/1/2019		\$32.16	\$19.19	\$51.35
Truckdriver class 2 (see notes)	5/1/2020		\$34.88	\$17.96	\$52.84
Truckdriver class 2 (see notes)	5/1/2021		\$36.43	\$17.96	\$54.39
Truckdriver class 3 (see notes)	5/1/2017		\$30.66	\$17.96	\$48.62
Truckdriver class 3 (see notes)	5/1/2018		\$32.13	\$17.96	\$50.09
Truckdriver class 3 (see notes)	5/1/2019		\$32.41	\$19.19	\$51.60
Truckdriver class 3 (see notes)	5/1/2020		\$35.13	\$17.96	\$53.09
Truckdriver class 3 (see notes)	5/1/2021		\$36.68	\$17.96	\$54.64

SECTION 011200 - MULTIPLE CONTRACT SUMMARY

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Description of Contracts.
- B. General Coordination and distribution of work between prime contracts.
- C. Refer to other Sections and Drawings for further descriptions of work and coordination.

1.2 RELATED SECTIONS

- A. TECHNICAL SPECIFICATIONS

1.4 DESCRIPTION OF CONTRACTS

- A. The Asbestos Abatement Prime Contract is one of 5 Prime Contracts working at Knapp Elementary School. The other 4 Prime Contracts were bid under the project title Additions and Renovations to Knapp Elementary School Designed by Schrader Architects and Managed by ICS Consulting.
- B. The work of this project shall be performed in coordination with, but does not take direction from, Schrader Architects and ICS Consulting.
- C. The work of this project shall be performed in coordination with 4 other Prime Contracts as defined in this Section.
- D. The following is a list of the other Prime Contracts for this project:
- E.
 - Contract 1 General Construction
 - Contract 2Plumbing Construction
 - Contract 3Mechanical Construction
 - Contract 4 Electrical Construction
- F. If there is a conflict on a specific item with regards to assignment of work to a specific contractor between the Contract Documents as stated herein the conflict must be brought to the attention of the Asbestos Abatement Consultant/Designer and the Owner.

If an item is covered in two or more contract package descriptions, each Contractor shall include the item at the time of bid. After Contract award, a credit will be solicited for work in question.

- G. Each Contractor shall supervise his Work, using his best skills and attention. He shall be solely responsible for construction means, methods, techniques, sequences, dimensions and procedures and/or coordinating all portions of their Work, with all Work to be performed under separate contracts and/or other Bid Packages. Refer to the General Conditions Article 6 on work by Separate Contractors or by owner.
- H. All items of work listed under the Prime Contract Package Descriptions shall be provided by the Prime Contractor unless specifically noted as furnished or installed only.
- I. All Prime Contractors shall maintain site conduct in accordance with the rules and procedures specified under the General Conditions.
- J. All Prime Contractors shall maintain, contribute to and coordinate the schedule as outlined in Specification Section 013200.
- K. The Owner will secure and will pay for the Building Permit. All other fees and permits are the responsibility of the appropriate Prime Contractors.
- L. Each Prime Contractor shall be responsible to return all laydown, storage and work areas to their original condition except areas designated on the site utilization plan, which shall be the responsibility of the General Contractor. Confirmation of completion of this requirement shall be necessary prior to release of final payment.
- M. Definitions:
- Coordinate: The term "coordinate" means "to cooperate with related trades to furnish and install all connections between the trades in correct sequence size and location to create a complete system ready for intended use."
- Verify: The term "verify" means "to measure, investigate, review, test, check the accuracy or correctness of and prove by demonstration, evidence, or testimony the location, size, dimension and condition of an item."
- Furnish: The term "furnish" is used to mean "supply and deliver to the project site, ready for unloading, unpacking, assembly, installation and similar operations."
- Install: The term "install" is used to describe operations at the project site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, performing, coordinating with other trades, protecting, cleaning, and similar activities".

Provide: The term "provide" means "to furnish and install, complete and ready for the intended use."

N. The following items are to be included in each Prime Contractor's Scope of Work:

1. Coordinate all work with other Prime Contractors.
2. Submit shop drawings, samples, schedules, data, manuals, as-built drawings, etc., required by the Contract Documents. Update, on a weekly basis, a record set of drawings in the field office. A final set of drawings of this Contractors work shall be submitted to the Architect upon the completion of the work.
3. Observe and comply with at all times all Federal and State laws and regulations, and local bylaws, ordinances and regulations in any manner affecting the conduct of the work or applying to employees on the project, as well as all safety precautions and orders or decrees which have been promulgated or enacted, or which may be promulgated or enacted, by legal bodies or tribunals having authority or jurisdiction over the work, materials, equipment, employees, such observance and compliance shall be solely and without qualification the responsibility of this Trades Contractor without reliance on superintendence or direction by the Owner or their Representative. The duty of enforcement of all of said laws, ordinances, regulations, orders or decrees lies with the body of agency promulgating them, not with the Owner or their Representatives.
4. Perform all work in accordance with the project schedule and update as the project progresses.
5. Provide protection of existing and new roofing system, equipment, structure, finishes and landscaping from damage resulting from the work of this contract. Repair any damage promptly to the satisfaction of the Owner.
6. Provide safety and protection of persons and property per OSHA, local and state requirements. Provide maintenance of all safety precautions throughout the work of this Contract. Provide protection at floor and roof penetrations not shown on the drawings, but required for work of this Contract. Provide all safety signage required by OSHA for the work of this Contract. Furnish Company Safety Plan, Hazard Communication Plan, MSDS information and other OSHA required documents to the "Lead Contractor" prior to the start of work.
7. Promptly address the recommendations made by the "Lead Contractor" for jobsite safety.
8. If the applicable Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be tested, inspected, or approved by someone other than this Trades Contractor, the Contractor will give the Owner and their Representative timely notice of readiness. The Contractor will then furnish the Owner the required certificates of inspection, testing or approval.
9. Provide all fees, Federal, State and Local taxes, special permits,

- inspections, etc. as required to perform the work of this Contract unless item is specifically identified as being provided by the Owner.
10. All submittals, shop drawings and product samples must be received no later than ninety (90) days following the date of Notice to Proceed. Those submittals for critical schedule activities must be submitted and approved in time to make required deliveries. Contractors are responsible to make material deliveries to accomplish phase completions. All project submittals, RFI's, and daily field reports will be completed via submittal exchange. Each Prime Contractor must manage their open/required submittals, RFI's, etc. to achieve dates as established in the approved project schedule.
 11. No guns, illegal drugs, tobacco products or alcoholic beverages will be allowed on this project or School property. The School District may require any individual employed on engaged in the project, either directly or indirectly, to submit to drug, and/or alcohol testing, on the basis of reasonable suspicion or if an individual has been involved in an accident. Random drug and/or alcohol testing is strongly encouraged. All testing shall be paid by the Prime Contractors. Any individual who refuses to cooperate with or submit for testing or who test positive for alcohol or drugs shall be excluded from the job site at the direction of the School District.
 12. Authorized representatives and agents of any participating State of Pennsylvania, or local authority having jurisdiction representative(s) shall be permitted to inspect all work, materials, and other relevant data and records. This Trades Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing thereof.
 13. Verify existing conditions prior to start of work and notify Architect/Engineer of any discrepancies.
 14. The General Contractor shall provide for all temporary enclosures of building openings as required to maintain the schedule of the project. Should any Contractor have materials pertinent to the enclosure of the building, that are delayed on the project, which in turn delays the work of other Contractors, or delays the enclosure of the building, that Contractor shall be required to provide and/or maintain the temporary enclosures, or materials required to enclose the missing portions of that Contractor's Work. All temporary enclosures must be presented to an authorized representative of the school district, the architect and the authorities having jurisdiction for review and approval. The contractor responsible for the temporary enclosure is required to maintain all necessary means of emergency egress, accessibility and security as required by the school district, the architect and the authorities having jurisdiction.
 15. Pennsylvania Act 34 requires that all employees on the project site must have valid clearances and background checks (criminal record, child abuse and FBI fingerprinting) on file at the North Penn School District office. All Contractors must submit the original and one (1) copy of each report for each employee to the Owner for approval. The original report will be returned to the Contractor and the copy kept for record. Also

reference Specification Section 002110 – Background Checks (Criminal, Child Abuse, and FBI) requirements.

16. All Contractors are responsible to clean Contractor's construction vehicle wheels in order to keep mud off paved surfaces.
17. Each Prime Contractor is responsible for general clean-up and trash removal resulting from the work or employees of that contract. The Asbestos Abatement Contractor shall provide their own dumpsters for all demolished materials including nonhazardous materials. Removal of demolition debris from site will be by the Contractor performing the demolition.
18. All Contractors are responsible to provide dust, toxic fume and noise control for their own work. Noise and vibration or any other construction related activities which create excessive disturbances must be coordinated with the school district in advance of scheduling these activities.
19. Identification badges must be worn by all Contractor Employees working on the Project site, as provided by the North Penn School District.
32. Each week Prime Contractors are to provide to the Owner's Designated Project representative a Daily Log that states the number of employees on site each day, work performed each day completed and distributed electronically in submittal exchange; subcontractors, number of employees and work performed each day; any issues; any resolutions to issues; including any temperature and weather conditions.
33. All other duties and requirements identified in the Contract Documents.

END OF SECTION 011200

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SECTION 012400 – UNIT PRICES

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for Unit Prices.
- B. Schedule(s) of Unit Prices. Specification Sections that may be referenced in unit price and quantity allowance schedules contain requirements for products necessary to achieve the unit price work.

1.3 DEFINITIONS

- A. Unit Price: an amount proposed by bidders stated on the Form of Proposal as a price per unit of measurement for materials or services added to, or in some instances deducted from, the Contract Sum by appropriate modification if the quantities of Work required by the Contract Documents are increased or decreased, or if additional Work not included in the Base Bid is added. Additional work based on unit prices will occur only within the Contract limits for the Project.
 - 1. Unit prices may be used only as elected and authorized by the Owner.
 - 2. Having an established unit price does not mean the Work will be authorized.
 - 3. For each type of unit price work, the Owner reserves the right to perform the work with its own forces or to seek pricing from and award such work to other contractors or sources.
 - 4. See Section 7.1.7 of the General Conditions, requiring Owner's approval for Unit Prices not incorporated into the bid amount.

1.4 ADMINISTRATIVE REQUIREMENTS AND PROCEDURES

- A. Unit Prices shall include all costs for the specified Work including as applicable, cost of materials, delivery, installation, demolition, cutting and patching, equipment rental, insurance, taxes, overhead and profit, etc.
- B. Unit price descriptions include requirements for each type of Work. Additional requirements and related information for materials and/or assemblies described under each unit price are included by reference to the Technical Specification.
- B. Measurement and Payment: Methods of measurement and payment for unit prices are specified in referenced Specification Sections if such methods need clarification or vary from the following:

1. Measurement: Unless otherwise indicated, the Contractor is responsible for making accurate measurement of the actual unit price based work-in-place by means acceptable to the Asbestos Abatement Consultant/Designer and designated Owner's Project Representative.
 2. Basis for Payment: Unless otherwise indicated, payment will be made on actual net quantity of authorized unit price based work in place and approved. Adjustments will be made based on net variation of total installed quantity from the estimated or allowed quantity, if any, required by the Contract Documents.
 - a. No additional compensation will be made for costs due to unauthorized work.
 - b. No payment will be made for rejected work.
- F. Owner reserves the right to reject Contractor's measurement of work in place that involves use of established unit prices and to have this work measured at the Owner's expense by an independent surveyor acceptable to the Contractor.
- G. After actual removed quantity of Work covered by each unit price is measured and verified, a Change Order will be issued based on the unit price established in the Form of Proposal to adjust the Contract Sum (add or deduct) for the difference between the allowance quantity and the installed quantity.
- H. Schedule: At the earliest practical date after award of the Contract, notify the Owner, Construction Manager and Asbestos Abatement Consultant/Designer of the date when specific areas of work described by each unit price must be completed to avoid delaying the Work.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Refer to unit prices and Technical Specification for materials required to be provided.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Coordinate abatement, removal, or demolition for each unit price to ensure that each item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF UNIT PRICES:

- A. Reference Bid Forms for Unit Price information.

END OF SECTION 012400

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SECTION 012500 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Promptly implement change order procedures.
 - 1. Provide full written documentation and dates required to evaluate changes.
 - 2. Maintain detailed records of work done on a time and material/force account basis.
 - 3. Provide full documentation to Asbestos Abatement Consultant/Designer on request.
- B. Designate in writing the member of Contractor's organization:
 - 1. Who is authorized to accept changes in the work.
 - 2. Who is responsible for informing others in the Contractor's employ of the authorization of changes in the work.
- C. Owner will designate in writing the person who is authorized to execute Change Orders.

1.2 RELATED REQUIREMENTS

- A. OWNER-CONTRACTOR AGREEMENT: The amount of established unit prices.
- B. GENERAL CONDITIONS of the CONTRACT for CONSTRUCTION:
 - 1. Methods of determining cost or credit to Owner resulting from changes in work made on a time and material basis.
 - 2. Contractor's claims for additional costs.
- C. Section 012900: PAYMENT PROCEDURES
- D. Section 017800: PROJECT RECORD DOCUMENTS

1.3 DEFINITIONS

- A. Change Order: See General Conditions.
- B. Construction Change Directive, AIA Document G714: Per General Conditions of Contract, Article 7.3.
- C. Asbestos Abatement Consultant/Designer's Supplemental Instructions, AIA Document G710: A written order, instructions, or interpretations, signed by Asbestos Abatement Consultant/Designer making minor changes in the Work not involving a change in the Contract Sum or Contract Time.

1.4 PRELIMINARY PROCEDURES

- A. Asbestos Abatement Consultant/Designer may initiate changes by submitting a Proposal Request to Contractor. Request will include:
 - 1. Detailed description of the change, products, and location of the change in the Project.
 - 2. Supplementary or revised Drawings and Specifications.
 - 3. The projected time span for making the change, and a specific statement as to whether overtime work is, or is not, authorized.
 - 4. A specific period of time during which the requested price will be considered valid.
 - 5. Such request is for information only, and is not an instruction to execute the changes, nor to stop work in progress.
- B. Contractor may initiate changes by submitting a written notice to Asbestos Abatement Consultant/Designer, containing:
 - 1. Description of the proposed changes.
 - 2. Statement of the reason from making the changes.
 - 3. Statement of the effect on the Contract Sum and the Contract Time.
 - 4. Statement of the effect on the work of separate Contractors.
 - 5. Documentation supporting any change in Contract Sum or Contract Time, as appropriate.

1.5 CONSTRUCTION CHANGE AUTHORIZATION

- A. In lieu of Proposal Request, Asbestos Abatement Consultant/Designer may issue a Construction Change Directive for Contractor to proceed with a change per the Change Directive Process.
- B. Authorization will describe changes in the work, both additions and deletions, with attachments of revised Contract Documents to define details of the change, and will designate the method of determining any change in the Contract Sum and any change in Contract Time.
- C. Owner and Asbestos Abatement Consultant/Designer will sign and date the Construction Change Directive as authorization for the Contractor to proceed with the changes.
- D. Contractor shall sign and date the Construction Change Directive to indicate agreement with the terms herein.

1.6 DOCUMENTATION OF PROPOSALS AND CLAIMS

- A. Support each quotation for a lump sum proposal, and for each unit price which has not previously been established, with sufficient data to allow the Asbestos Abatement Consultant/Designer to evaluate the quotation.
- B. On each proposal, additional data to support time and cost computations:

1. Labor required.
 2. Equipment required.
 3. Products required.
 - a. Recommended source of purchase and unit cost.
 - b. Quantities required.
 4. Taxes, insurance and bonds.
 5. Credit for work deleted from Contract, similarly documented.
 6. Overhead and profit.
 7. Justification for any change in Contract Time.
- C. Support each claim for additional costs, and for work done on a time and material/force account basis, with documentation as required for a lump sum proposal, plus additional information.
1. Name of the Owner's authorized agent who ordered the work, and date of the order.
 2. Dates and times work was performed, and by whom.
 3. Time record, summary of hours worked, and hourly rates paid.
 4. Receipts and invoices for:
 - a. Equipment used, listing dates and times of use.
 - b. Products used, listing of quantities.
 - c. Subcontracts.
- D. Document requests for substitutions for Products as specified in Section 01630.

1.7 PREPARATION OF CHANGE ORDERS

- A. Asbestos Abatement Consultant/Designer will prepare each Change Order.
- B. Form: Change Order, AIA Document G701 unless otherwise directed.
- C. Change Order will describe changes in the work, both additions and deletions, with attachments of revised Contract Documents to define details to the change.
- D. Change Order will provide an accounting of the adjustment in the Contract Sum and in the Contract Time.
- E. Agreement on any change order shall constitute a final settlement on all matters relating to the change in the Work that is subject to the change order, including, but not limited to, all direct and indirect costs associated with such change and any adjustment to the Contract Sum and the Project Schedule.

1.8 LUMP SUM / FIXED PRICE CHANGE ORDER

- A. Content of Change Orders will be based on, either:
 1. Asbestos Abatement Consultant/Designer's Proposal Request and Contractor's responsive Proposal as mutually agreed between Owner and Contractor.

2. Contractor's Proposal for a change, as recommended by the Asbestos Abatement Consultant/Designer.
- B. Owner and Asbestos Abatement Consultant/Designer will sign and date the Change Order as authorization for the Contractor to proceed with the changes.
- C. Contractor shall sign and date the Change Order to indicate agreement with the terms therein.

1.9 UNIT PRICE CHANGE ORDER

- A. Content of Change Orders will be based on, either:
1. Asbestos Abatement Consultant/Designer definition of the scope of the required changes.
 2. Contractor's Proposal for a change, as recommended by the Asbestos Abatement Consultant/Designer.
 3. Survey of completed work.
- B. The amount of the unit prices to be:
1. Those stated in the Agreement.
 2. Those mutually agreed upon between Owner and Contractor, if not identified in Agreement.
- C. When quantities of each of the items affected by the Change Order can be determined prior to start of the work:
1. Owner and Asbestos Abatement Consultant/Designer will sign and date the Change Order as authorization for Contractor to proceed with the changes.
 2. Contractor shall sign and date the Change Order to indicate agreement with the terms therein.
- D. When quantities of the items cannot be determined prior to start of the work:
1. Asbestos Abatement Consultant/Designer will issue a Construction Change Directive directing Contractor to proceed with the change on the basis of Unit Prices, and will cite the applicable unit prices.
 2. At completion of the change, Asbestos Abatement Consultant/Designer will determine the cost of such work based on the unit prices and quantities used.
 - a. Contractor shall submit documentation to Asbestos Abatement Consultant/Designer to establish the number of units of each item and any claims for a change in Contract Time on a daily basis.
 3. Asbestos Abatement Consultant/Designer will sign and date the Change Order to establish the change in Contract Sum and in Contract Time.
 4. Owner and Contractor will sign and date the Change Order to indicate their agreement with the terms therein.

1.10 TIME AND MATERIAL / FORCE ACCOUNT CHANGE ORDER /
CONSTRUCTION CHANGE AUTHORIZATION

- A. Asbestos Abatement Consultant/Designer and Owner will issue a Construction Change Directive directing Contractor to proceed with the changes.
- B. Contractor will submit to the Asbestos Abatement Consultant/Designer an all inclusive list of labor rates within 20 days from issuance of Contract Documents and prior to the start of any time and material work.
- C. Should time allow, prior to commencement of work, Contractor shall submit to the Asbestos Abatement Consultant/Designer a "not to exceed quotation" for extra work being done on a time and material force account change order.
- D. Contractor will submit daily work sheets to the Asbestos Abatement Consultant/Designer for approval by the following day.
- E. At completion of the change, Contractor shall submit itemized accounting and supporting data as provided in the Article "Documentation of Proposals and Claims" of this section. Supporting data shall include daily worksheets signed by Asbestos Abatement Consultant/Designer or Owner's Representatives.
- F. Asbestos Abatement Consultant/Designer will determine the allowable cost of such work including overhead and profit, as provided in the General Conditions and Supplementary Conditions.
- G. Asbestos Abatement Consultant/Designer will sign and date the Change Order to establish the change in Contract Sum and in Contract Time.
- H. Owner and Contractor will sign and date the Change Order to indicate their agreement therewith.

1.11 CORRELATION WITH CONTRACTOR'S SUBMITTALS

- A. Contractor will periodically revise Schedule of Values and Request for Payment forms to record each change as a separate item of work, and to record the adjusted Contract Sum.
- B. The General Contractor, with the Owner and Asbestos Abatement Consultant/Designer's concurrence, will periodically revise the Construction Schedule to reflect each change in Contract Time.
 - 1. Revise sub-schedules to show changes for other items of work affected by the changes.
- C. Upon completion of work under a Change Order, Contractor will enter pertinent changes in Record Documents.

1.12 UNJUST ENRICHMENT

- A. In no event shall Owner be subject to a claim of unjust enrichment or quantum meruit, regardless of whether Owner has been unjustly enriched.

- B. Contractor hereby waves any right to make or bring a claim of unjust enrichment on quantum meruit.

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION (Not Applicable).

END OF SECTION 012500

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General Conditions and other Division 1, Specifications Sections, apply to this Section.
 - 1. Provisions of this section apply to the work of the Prime Contract.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements governing the Contractor's Applications for Payment.
- B. This Section specifies administrative and procedural requirements governing each Prime Contractor's Applications for Payment.
 - 1. Coordinate the Schedule of Values and Applications for Payment with the Contractor's Construction Schedule. List of Subcontracts, and Submittal Schedule.
- C. The Contractor's Construction Schedule and Submittal Schedule are included in Section "Submittals".

1.3 SCHEDULE OF VALUES

- A. Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.
- B. Each Prime Contractor shall coordinate preparation of its Schedule of Values for its part of the work with preparation of the Contractor's Construction Schedule.
 - 1. Correlate the items in the Schedule of Values with other required administrative schedules and forms, including:
 - a. Contractor's construction schedule.
 - b. Application for Payment form.
 - c. List of subcontractors.
 - d. Schedule of alternates.
 - e. List of products.
 - f. List of principal suppliers and fabricators, if items purchased by Contractor.
 - g. Schedule of submittals.
 - 2. Submit the Schedule of Values within 10 days of award of contract.

3. Sub-Schedules: Where the work is separated into phases, areas or floors that require separate payments, provide sub-schedules showing values correlated with portion of the work.
- C. Format: Use the Project Manual Table of Contents as a guide to establish the format for the Schedule of Values.
1. Type Schedule on AIA Document G703 - Continuation Sheet for Application and Certificate for Payment or on 8-1/2 x 11 in. white bond paper.
 2. Contractor's standard forms or media driven printout will be considered upon request.
 3. Follow Table of Contents or Project Manual for listing component parts. Identify each line item by number and title of major Specification Section. Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of the Asbestos Abatement Consultant/Designer.
 - c. Project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
- D. Content:
1. List each "Major Item of Work" listed in Item A Base Bid on the Bid Form: As a separate line item to serve as a basis for computing values for Progress Payments.
 2. For each major line item, list unit price for each item listed in the unit price list.
 3. For the various portions of the Work:
 - a. Each item shall include a directly proportional amount of the Contractor's overhead and profit.
 - b. For items on which progress payments will be requested for stored materials, breakdown the value into:
 1. The cost of the materials, delivered and unloaded, with taxes paid.
 2. The total installed value.
 - c. Contractor shall include in various items a proportional amount of overhead and profit on Owner's direct purchased materials which were included in Contractor's bid.
 4. Submit a "Sub-Schedule" of unit costs and quantities for each separate stage, phase or portion of Work with unit values for the materials to be purchased by Contractor broken down into:

- a. Cost of the material, delivered and unloaded at the site, with taxes paid.
 - b. Installation costs, including Contractor's overhead and profit.
5. The installed unit volume multiplied by the quantity listed shall equal the cost of that item in the Schedule of Values.
6. The sum of all values listed in the schedule shall equal the total Contract Sum.
7. The quantities listed in Item A Base Bid of the Bid Form are estimated quantities. The quantities may increase or decrease. Unit prices will be used to adjust the final contract amount.

1.4 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Asbestos Abatement Consultant/Designer and paid for by the Owner.
 1. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.
- B. Payment: After the Asbestos Abatement Consultant/Designer has issued a Project Certificate for Payment, the Owner shall make payment within the time provided in the Contract Documents.
- C. Payment Application Times: Pencil copies of pay applications are due to be submitted to the **Asbestos Abatement Consultant/Designer** on the 25th day of each month for work completed up to that day. Upon approval by the **Asbestos Abatement Consultant/Designer**, three (3) notarized originals shall be sent to the Asbestos Abatement Consultant/Designer for further processing. Originals must be received by the Asbestos Abatement Consultant/Designer by the 1st of each month. Contractors will receive payment in accordance with the general conditions to the contract.
- D. Payment Application Forms: Use AIA Document and Continuation Sheets G703 as the form for Application for Payment.
- E. Application Preparation: Complete every entry on the form, including notarization and execution by person authorized to sign legal documents on behalf of the Contractor. Incomplete applications will be returned without action.
 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions have been made.
 2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.

- F. Transmittal: Submit THREE (3) executed copies of each Application for Payment to the Asbestos Abatement Consultant/Designer by means ensuring receipt by the 1st of the month.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:
1. Contractor's Construction Schedule per Section 01320.
 2. List of subcontractors.
 3. List of principal suppliers and fabricators for both Owner's direct purchase of Materials and Contractors.
 4. Schedule of Values.
 5. Schedule of principal products.
 6. Schedule of unit prices.
 7. Submittal Schedule.
 8. Copies of authorizations and licenses from governing authorities for performance of the work.
 9. Certificates of insurance and insurance policies.
 10. Performance and payment bonds.
- H. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment; this application shall reflect any Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the work. Administrative actions and submittals that shall proceed or coincide with this application include:
1. Occupancy permits and similar approvals.
 2. Warranties (guarantees) and maintenance agreement.
 3. Test/adjust/balance records.
 4. Maintenance instructions.
 5. Meter readings.
 6. Start-up performance reports.
 7. Change-over information related to Owner's occupancy, use, operation and maintenance.
 8. Final cleaning.
 9. Application for reduction of retainage, and consent of surety.
 10. List of incomplete work, recognized as exceptions to Asbestos Abatement Consultant/Designer's Certificate of Substantial Completion.
- I. Final Payment Application: Administrative actions and submittals which must precede or coincide with submittal of the final payment Application for Payment include the following:
1. Completion of Project close-out requirements.
 2. Completion of Punchlist items.
 3. Transmittal of required Project construction records to Owner.
 4. Resolution of all Claims
 5. Execution of all Change Orders

6. Assessment of Liquidated Damages
7. Removal of temporary facilities and services.
8. Removal of surplus materials, rubbish and similar elements.
9. Consent of Surety to release final payment.
10. Executed final waiver

J. Owner Payment

- A. Notwithstanding anything to the contrary, in no event shall Contractor stop the Work in connection with any withholding of payment for an item on failure to make payment relating to an item in connection with a good faith dispute.
- B. Owner reserves the right, at its sole discretion, to issue joint checks. In no event shall joint payment create any obligations or contracts between Owner and a sub-contractor's supplier.

1.5 PAYMENT FOR STORED MATERIALS

The Owner may pay for off site stored materials to be purchased by Contractor, at their discretion and through consultation with the Asbestos Abatement Consultant/Designer, provided the following requirements are met:

1. Prime Contractor must provide insurance certificate indicating such materials specifically insured. Materials remain Prime Contractor's insurance responsibility until they are delivered to the job site, which is when the Owner's Builders Risk goes into effect. Reference insurance specifications.
2. Materials shall be segregated and clearly marked with the Owner's name and project name.
3. Prime Contractor must provide a fully executed "Bill of Sale".
4. Prime Contractor must provide proof (through personal inspection by Owner's representative) that materials noted can be physically verified. Prime Contractor shall reimburse the Owner and Asbestos Abatement Consultant/Designer for all reasonable expenses associated with representative's inspection trip.

END OF SECTION 012900

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SECTION 013110 - PROJECT MEETINGS

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Contractor participation in Preconstruction Meeting and Project Meetings.

1.2 RELATED REQUIREMENTS

- A. Section 013300: SUBMITTAL PROCEDURES

1.3 PRECONSTRUCTION CONFERENCE (Initial Job Conference)

- A. Asbestos Abatement Consultant/Designer or Owner will schedule THE PRECONSTRUCTION CONFERENCE after Notice to Award.
- B. Location: Temporary field office or as designated by the Owner's designated project representative or the Asbestos Abatement Consultant/Designer.
- C. Attendance:
 - 1. Owner/Owner's Representative.
 - 2. Asbestos Abatement Consultant/Designer's Representative.
 - 3. Architect
 - 4. Construction Manager
 - 5. Contractor's Representative, as appropriate.
 - 6. Contractor's major Subcontractors' Representatives as deemed appropriate by Contractor or Asbestos Abatement Consultant/Designer.
- D. Agenda: Use this format:
 - 1. Distribution of Contract Documents.
 - 2. Submittal of Source of Supply Forms listing subcontractors, proposed products, Schedule of Values, and progress schedule.
 - 3. Designation of responsible personnel.
 - 4. Procedures and processing of field decisions, required submittals, substitutions, applications for payment, proposal requests, change orders, and Contract close-out procedures.
 - 5. Scheduling, major equipment and component deliveries, and priorities.
 - 6. Use of premises by Owner and Contractor(s).
 - 7. Owner's requirements, and when appropriate, occupancy.
 - 8. Temporary facilities.
 - 9. Security and housekeeping.
 - 10. Procedures for testing.

1.4 PROGRESS MEETINGS

- A. Asbestos Abatement Consultant/Designer or Owner will schedule regular progress meetings.
- B. Called meetings and/or special meetings shall be as required by progress of the work.
- C. Location of the progress meetings: Field office trailer or as designated by Owner's designated project representative or the Asbestos Abatement Consultant/Designer.
- D. Attendance:
 - 1. Owner/Owner's Representative.
 - 2. Asbestos Abatement Consultant/Designer's Representative.
 - 3. Architect
 - 4. Construction Manager
 - 5. Contractors working on site or necessary for coordination of upcoming work (mandatory).
 - 6. Suppliers as appropriate to the agenda.
- E. Agenda:
 - 1. Review, approval of minutes of previous meeting.
 - 2. Review of work progress since previous meeting.
 - 3. Field observation, problems, conflicts.
 - 4. Problems which impede Construction Schedule.
 - 5. Review of off-site fabrication, delivery schedules.
 - 6. Corrective measures and procedures to regain project's schedule.
 - 7. Revisions to Construction Schedule.
 - 8. Progress, schedule, during succeeding work period.
 - 9. Coordination of schedules.
 - 10. Review submittal schedules; expedite as required.
 - 11. Maintenance of quality standards.
 - 12. Pending changes and substitutions.
 - 13. Review proposed changes for:
 - a. Effect on Construction Schedule and on Completion date.
 - b. Effect on other contracts of the Project.
 - 14. Other business.
 - 15. Discuss outstanding proposal requests, RFI's, change orders, etc.
 - 16. Safety Issues

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION (Not Applicable).

END OF SECTION 013110

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Pre-bid Schedule
- B. Procedures for preparation, development and updating of CPM CONSTRUCTION SCHEDULE.

1.2 RELATED REQUIREMENTS

- A. Section 011200 - MULTIPLE CONTRACT SUMMARY
- B. Section 013300 - SUBMITTAL PROCEDURES

PART 2 – PROJECT SCHEDULE

2.1 GENERAL

- A. Upon Notice to Proceed the overall Project CPM Schedule will be prepared by the General Contractor in accordance with the following.

PART 3 - CPM CONSTRUCTION SCHEDULING

3.1 GENERAL

- A. The CPM Schedule network plan including any appropriate milestone dates and the computer-produced reports shall be part of the Owner/Contractor agreement as stipulated herein.
- B. The Prime Contractors shall provide all information required by the General Contractor for development of a network plan and schedule for this in accordance with the requirements of this section of the General Requirements.
- C. The purpose of the plan and schedule will be to assure adequate planning and execution of the work of the Prime Contractor, and to assist the Architect in monitoring the progress of the work and evaluating proposed changes to the contract and schedule.
- D. The project management tool commonly called the Critical Path Method (CPM) shall be employed for the planning, scheduling and reporting of all work to be performed under the contract.

- E. Changes to the construction schedule affecting start and completion dates of activities or durations shall not automatically mean that an extension of the Contract Completion Date is warranted or due the Contractor. A Contract Modification or delay may not affect existing critical activities or may cause non-critical activities to become critical, resulting only in absorbing a part of the available total float that may exist within an activity chain on the Network and no change to the interim milestone dates or the Contract Completion Date.
- F. Total float is defined as the amount of time between the early start date and the late start date, or the early finish date and the late finish date, for each and every activity in the schedule. Float is not for the exclusive use or benefit of either the Owner or any of the Prime Contractors. Extensions of time to interim milestone dates or the Contract Completion Date under the Contract will be granted only to the extent that equitable time adjustment to the activity or activities affected by the Contract Modification or delay exceeds the total float of the affected or subsequent paths and extends any interim milestone date or the Contract Completion Date.
- G. In no event shall any progress report or updated schedule constitute an extension or change of the Contract Time, a milestone date or the Contract Sum unless any such adjustment is agreed to by the Owner and authorized pursuant to a change order.

3.2 INITIAL SUBMITTAL AND NETWORK PREPARATION

- A. To the extent necessary for the General Contractor to reflect in a computerized CPM Schedule network diagram the Prime Contractor's proposed plan for completion of their work, the Prime Contractors shall be prepared to meet with and assist the General Contractor, and furnish information subsequent to award of the contract.
- B. Following the Contract Award, the General Contractor will meet with the other Prime Contractors and conduct a review meeting to assure their understanding of said schedule and contractual milestone dates.
- C. Within ten (10) calendar days after the meeting to review the Project Schedule, the Prime Contractors will provide their proposed plans of operation to the General Contractor. The Contractor's plan of operations shall consist of, but not limited to, the following:
 - 1. List of proposed Construction Activities.
 - 2. List of Proposed Duration's for Construction Activities (in work days).
 - 3. List of proposed Duration's for major procurement items (in work days).
 - 4. Proposed Sequencing of Construction Activities.
- D. The General Contractor and other Prime Contractors will then meet and jointly develop the CPM project schedule, based on all of the Prime Contractor's proposed plans and sequences of operation. Any areas of such plans which

conflict with timely completion of the project will be subject to revision unless adequate justification for these plans, duration's and logic.

- E. The Prime Contractor will be responsible for assuring that any and all subcontractor work, as well as his own work, is included and that the diagram shows a coordinated plan of work.
- F. Proposed durations assigned to each activity shall reflect the Prime Contractor's best estimate of time required to complete activity considering the scope and resources planned for activity.
- H. Failure by the Prime Contractors to include the element of work required for performance of the contract shall not excuse any of the Prime Contractors from completing all their work within the Contract Completion Date. If the General Contractor questions any of the Prime Contractor's proposed durations, said Prime Contractor shall within five (5) calendar days provide estimates of his labor and intended crew and/or equipment sizes required for the activity which support the proposed duration.
- I. Seasonal weather conditions will be considered in the planning and scheduling of all work influenced by high or low ambient temperatures to insure the completion of all contract work within the allotted contract time milestone completion dates.

3.3. REVIEW AND APPROVAL

- A. Within ten (10) calendar days after receipt of the CPM Schedule and reports provided by the General Contractor, each Prime Contractor shall meet with the General Contractor, if required, for joint review, correction, or adjustment of the proposed plan and schedule. After these joint meetings, the CPM Schedule and reports will be revised in accordance with agreements reached during the joint reviews. Two (2) copies each of the CPM Schedule and reports will be provided to the Prime Contractors and the Architect. The General Contractor shall provide, on compact disk, an electronic version of the schedule in the native software format to the Architect for verification of conformance with the contract documents. The revised CPM Schedule will be reviewed by the Prime Contractors, and if found to be as previously agreed upon, will be accepted within three (3) working days.
- B. Upon establishment of an agreed upon schedule, the Prime Contractor will sign the CPM Schedule network drawings and computer produced reports, which will then indicate the acceptance and approval of the project schedule, sequence of activities and times for completion. Receipt of the approved project schedule by the Prime Contractor and the Architect will be a condition precedent to the making of any partial payments under the Contract.

3.4 SCHEDULING UPDATING AND REVISIONS

- A. The Approved Project Schedule will be updated by the General Contractor on a monthly basis for the purpose of recording and monitoring the progress of work. The other Prime Contractors shall meet with the General Contractor monthly at a minimum upon request to review actual progress made to date, dates of activities started and completed, and the percentage of work completed to date on each activity started by not completed.
- B. Upon completion of the joint reviews, the General Contractor will revise the schedule to reflect progress of the work to date and provide a copy to the other Prime Contractors.
- C. Based on the result of the progress update, when the approved project schedule no longer represents the actual prosecution and progress of the work, a revision to the schedule logic sequence and the precedence diagram may be required by the Architect or requested by the Prime Contractors.
- D. The Prime Contractors may also request revisions to the logic sequence and precedence diagram in the event his planning for the project is revised. If the Prime Contractor desires to make changes in the Approved Project Schedule to reflect revisions in this method of operating and scheduling, he shall notify the General Contractor in writing two weeks prior to the next schedule update, stating the reasons for the proposed revision.
- E. The General Contractor will give consideration to reasonable requests for changes to the schedule logic sequence.
- F. The General Contractor will prepare a revised construction schedule incorporating the necessary or agreed to changes to the logic sequence and distribute it to all Prime Contractors.
- G. General Contractor shall complete updates & submit updated schedule in paper and electronic format in the native software format to the Architect by the 25th of each month. Failure to submit can be grounds for withholding payment. Prime Contractor not providing updated information to the General Contractor in a timely manner may have payment withheld.
- H. Updating the schedule to reflect actual progress made up to the date of an update shall not be considered revisions to logic sequence and schedule.
- I. If the Prime Contractor does not record any exceptions to the published Project Schedule update or the revised construction schedule within five (5) calendar days of its receipt, he will be deemed to have accepted and approved it.

3.5 RESPONSIBILITY FOR COMPLETION

- A. The Prime Contractor shall furnish sufficient forces, plan and equipment, and shall work such hours including night shift and overtime operations, as necessary to

ensure the prosecution of the work in accordance with the most current update of the Project Schedule. If, in the opinion of the Architect, the Prime Contractor falls behind in meeting the schedule as presented in the most current update, the Prime Contractor shall take steps as may be necessary to improve his progress, and the Architect and/or Owner's designated project representative may require him to increase the hours of work, the number of shifts, overtime operations and/or the amount of construction plant and equipment without additional cost to the Owner. All additional expenses incurred by the Owner due to such work will be deducted from the amount due the Prime Contractor. The provisions of this section shall not be construed as prohibiting work on Saturdays, Sundays, and holidays if the Prime Contractor so elects and if approved by the Architect or the Owner's designated project representative.

- B. Failure of the Prime Contractor to comply with the requirements of this subsection shall be a basis for determination by the Owner that the Prime Contractor is not prosecuting the work with such diligence as will ensure completion within the time stipulated. Upon such determination, the Owner may terminate the Prime Contractor's right to proceed with the Work or any separable part thereof, in accordance with the provisions of Article 14.2 of the General Conditions, or may take such other actions as may be deemed appropriate.
- C. Failure of the prime contractor to comply with the requirements of this subsection shall be a basis for determination by the owner that the prime contractor is not prosecuting the work with such diligence as will ensure completion within the time stipulated. Upon such determination, the owner may terminate the prime contractor's right to proceed with the work or any separable part thereof, in accordance with the provisions of the General Conditions, or may take such other actions as may be deemed appropriate.

3.6 STIPULATIONS

- A. Each prime contractor shall be responsible for understanding the scheduling terminology employed.
- B. The value of creating and maintaining the schedule shall be included in the schedule of values.
- C. Acceptance of the approved baseline construction schedule by each prime contractor shall be a condition precedent to the making of any progress payments under the contract.
- D. The schedule may be used in evaluating proposed changes to the contract and/or to the schedule itself.
- E. Float is not for the exclusive use or benefit of either the owner or any of the prime contractors.

- F. Extensions of time to interim milestone dates or the contract completion date under the contract will be granted only to the extent that equitable time adjustment to the activity or activities affected by the contract modification or delay exceeds the total float of the affected or subsequent paths and extends any interim milestone date or the contract completion date.
- G. Changes to the schedule affecting start and completion dates of activities or durations shall not automatically mean that an extension of the Contract Completion Date is warranted or due the contractor. A Contract Modification or delay may not affect existing critical activities or may cause non-critical activities to become critical, resulting only in absorbing a part of the available total float that may exist within an activity chain on the network and no change to the interim milestone dates or the Contract Completion Date.
- H. In no event shall any progress report or updated schedule constitute an extension or change of the Contract Time, a milestone date or the Contract Sum unless any such adjustment is agreed to by the owner and authorized pursuant to a change order.
- I. Updating the schedule to reflect actual progress made up to the date of an update shall not be considered revisions to logic sequence and schedule.
- J. If any prime contractor does not record any exceptions to the published project schedule update or the revised construction schedule within five work days of its receipt, he will be deemed to have accepted and approved it.

3.7 SCHEDULING TOOLS AND PROCESSES

- A. The project management tool commonly known as the critical path method (CPM) will be employed for the planning, scheduling and reporting of all work to be performed under the contract.
- B. The scheduling work will be performed within the principles and practices described in The Practice Standard for Scheduling and ANSI/PMI 99-001-2004, cited at the end of this specification section. Other reference books cited there will provide additional clarification and instruction.
- D. Each time the schedule is updated it will be saved and copied. The copy will be used for the next update. Each schedule update will be assigned a unique project ID to differentiate it from other updates in the series.
- E. The primary printed schedule presentation will be in the form of a Gantt Chart (bar chart). The activities will be organized by phases and work areas, according to the configuration of the specific project. In the column section the displayed data will include activity description, original duration, remaining duration (on an updated schedule, but not a baseline), (early) start and (early) finish dates, and total float. The title block will include the unique project ID.

- 3.8 REFERENCE DOCUMENTS:
- A. The Practice Standard for Scheduling. Published by the Project Management Institute, Newtown Square PA, ISBN 13: 978-1-930699-84-7, ISBN 10: 1-930699-84-0.
 - B. A Guide to the Project Management Body of Knowledge, ANSI/PMI 99-001-2004, Section III, Chapter 6, Project Time Management. Published by the Project Management Institute, Newtown Square PA,
 - C. CPM in Construction Management, 5th Edition. Written by James J. O'Brien and Fredric L. Plotnick, published by McGraw-Hill, ISBN 0071344403.
 - D. Project Management: A Systems Approach to Planning, Scheduling and Controlling, 8th Edition. Written by Harold Kerzner, published by John Wiley & Sons, ISBN 0471225770.

END OF SECTION

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SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Procedures for preparation and submittal of Shop Drawings, Product Data, and Samples.
- B. Contractor review and approval, and distribution of copies.

1.2 RELATED REQUIREMENTS

- A. GENERAL CONDITIONS of the CONTRACT: Definitions and basic responsibilities of entities.

1.3 SHOP DRAWINGS

- A. Present in a clear and thorough manner. Title each drawing with Project name and number.
- B. Identify field dimensions; show relation to adjacent or critical feature of work or products.
 - 1. Elements of drawings shall be identified by reference to sheet number and detail, schedule or room numbers shown on Contract Drawings.
- C. Minimum sheet size: Manufacturer's standard; adequate to clearly illustrate.
- D. Each contractor submitting shop drawings is required to submit a minimum of three (3) copies of all shop drawings (TWO COPIES AND ONE REPRODUCIBLE). (One for General Contractor, one for the Asbestos Abatement Consultant/Designer, one for the Owner with the reproducible returning to the Contractor). Submittals may be submitted electronically via e-mail.

1.4 PRODUCT DATA

- A. Submit only pages which are pertinent.
 - 1. Clearly mark each copy of printed data to identify applicable Products, models, options, and other data, referenced to Specification Section and Article number.
 - 2. Show reference standards, performance characteristics and capacities.
 - 3. Show dimensions and clearances required.
 - 4. Show wiring or piping diagrams and controls.
 - 5. Show component parts, and finishes.
- B. Manufacturer's standard schematic drawings and diagrams:

1. Modify drawings and diagrams to delete information which is not applicable to the Work.
2. Supplement standard information to provide information specifically applicable to the Work.
3. Delete information not applicable.
4. Provide manufacturer's preparation, assembly, and installation instructions when required by the Specification Section.

1.5 SAMPLES

- A. Office Samples: Limit to items requiring color, pattern and similar selections and shall be sufficient size and quantity to clearly illustrate:
 1. Full range of color, texture and pattern, for Asbestos Abatement Consultant/Designer/Engineer selection.
 2. Submit samples for selection of finishes within 20 days after date of Contract.
 3. Submit a minimum of two items.
- B. Label each sample with identification required for transmittal letter.
- C. Approved samples which may be used in the Work are indicated in the respective Specification Section.

1.6 COLOR SELECTIONS

- A. The Contractor, as soon as possible, shall assemble from appropriate subcontractors and material suppliers, the manufacturer's names of all material requiring color selection by the Asbestos Abatement Consultant/Designer including those already defined on the drawings. Color charts shall be supplied to the Asbestos Abatement Consultant/Designer. Promptly after the required information has been supplied, the Asbestos Abatement Consultant/Designer will prepare a complete color schedule based on the approved samples of materials submitted. The Asbestos Abatement Consultant/Designer will not prepare a color schedule or approve colors of any items until complete information on all items requiring color selection has been supplied by all Contractors.

1.7 MANUFACTURER'S CERTIFICATES

- A. Submit Certificates, in duplicate, in accordance with requirements of each Specification Section.

1.8 CONTRACTOR RESPONSIBILITIES

- A. Review and approve Shop Drawings, Product Data, and Samples PRIOR to submission to Asbestos Abatement Consultant/Designer and Engineer.

- B. Determine and verify:
1. Field measurements.
 2. Field construction criteria.
 3. Manufacturer's catalog numbers and similar data.
 4. Conformance of submittal with requirements of Contract Documents.
- C. Coordinate each submittal with requirements of the Work and of the Contract Documents.
- D. Sign or initial each sheet of shop drawings and product data and each sample label to certify approval and compliance with requirements of Contract Documents.
- E. Notify the Asbestos Abatement Consultant/Designer in writing, at time of submission, of ANY AND ALL DEVIATIONS in the submittals from requirements of the Contract Documents.
- F. DO NOT FABRICATE PRODUCTS or begin work which requires submittals until return of submittals with Asbestos Abatement Consultant/Designer/Engineer review stamp.

1.9 SUBMITTAL REQUIREMENTS

- A. Transmit submittals promptly in accordance with approved Progress Schedule, and in such sequence as to cause NO DELAY in the work or in the work of any other Contractor.
1. The Contractor shall transmit submittals directly to the Asbestos Abatement Consultant/Designer with a copy to the Asbestos Abatement Consultant/Designer.
 2. The Contractor shall transmit all submittals using the submittal sheet supplied by the Asbestos Abatement Consultant/Designer.
 3. All submittals shall be made within 60 days of the date of the Notice to Proceed, or as required to maintain the project schedule.

- B. Contractor shall prepare for his use on this project a shop drawing stamp or a permanent stick on label as required in Division 1 and shall contain the following:

Contractor approves and submits these shop drawings and samples and thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data and that he has checked and coordinated each shop drawing and sample with the requirements of the work and of the Contract Documents and with work of other Contractors.

_____ Date Contractor

Specification Section _____ Contract No.

Submittal No.

The above stamp or permanent stick on label shall be affixed by the Contractor to all shop drawings and data submitted by the Contractor thus indicating that the Contractor has thoroughly reviewed same and approves of their content. Drawings not stamped in this manner will be returned to Contractor as "not reviewed" for resubmission and no action shall be taken.

C. Number of submittals required:

1. Shop Drawings: Submit Three (3) copies of all shop drawings (two copies and one reproducible). One (1) original set of shop drawings bearing review comments will be returned to the Contractor.
2. Product Data: Submit Three (3) copies. Two (2) of which bearing review comments will be returned to the Contractor.
3. Samples: Submit the number stated in each specification section.

D. Submittals shall contain:

1. The date of submission and the dates of any previous submissions.
2. The Project title and number.
3. Contract identification.
4. The name of:
 - a. Contractor
 - b. Supplier
 - c. Manufacturer
5. Identification of the project, with the specification section number.
6. Field dimensions, clearly identified as such.
7. Relation to adjacent or critical features of the Work or materials.
8. Applicable standards, such as ASTM or Federal Specification numbers.
9. Identification of deviations from Contract Documents.
10. Identification of revisions on re-submittals.
11. An 8 in. x 3 in. blank space for Contractor and Asbestos Abatement

Consultant/Designer/Engineer stamps.

1.10 RESUBMISSION REQUIREMENTS

- A. Make any corrections or changes in the submittals required by the Asbestos Abatement Consultant/Designer/Engineer and resubmit under procedures specified for initial submittals.
- B. Indicate any changes which have been made other than those requested by the Asbestos Abatement Consultant/Designer/Engineer.

1.11 ASBESTOS ABATEMENT CONSULTANT/DESIGNER/ENGINEER REVIEW

- A. Asbestos Abatement Consultant/Designer's/Engineer's review of submittals is for GENERAL CONFORMANCE ONLY AND IS NOT IMPLIED OR EXPRESSED AS ACCEPTANCE OR APPROVAL of the submission.

- B. Submittals will be reviewed and returned to the Contractor within two (2) weeks following the date of receipt from the Contractor to the Asbestos Abatement Consultant/Designer.

1.12 DISTRIBUTION

- A. Distribute reproductions of the Shop Drawings and copies of Product Data which carry the Asbestos Abatement Consultant/Designer/Engineer stamp of review to:
 - 1. Job site file.
 - 2. Record Documents file.
 - 3. Other affected contractors.
 - 4. Subcontractors.
 - 5. Supplier or Fabricator.
- B. Distribute samples which carry the Asbestos Abatement Consultant/Designer/Engineer stamp of review as directed by the Asbestos Abatement Consultant/Designer/Engineer.

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION (Not Applicable).

END OF SECTION 013300

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Environmental & Industrial Hygiene

Field Services. . .

Laboratory Services. . .

Training. . .

. . . **Solutions**

TECHNICAL SPECIFICATIONS

PREPARED FOR

NORTH PENN SCHOOL DISTRICT

FOR

ASBESTOS ABATEMENT

AT

KNAPP ELEMENTARY SCHOOL

698 KNAPP ROAD

LANSDALE, PA

CRITERION'S PROJECT NO. 192391

PREPARED BY

IAN FORSTER

AHERA PROJECT DESIGNER

PENNSYLVANIA CERTIFICATION #035653

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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. AHERA: Asbestos Hazard Emergency Response Act (and associated regulations; 40 CFR 763)
- C. Air Monitoring: The process of measuring the fiber content of a specific volume of air in a stated period of time.
- D. 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.
- E. Amended Water: Water to which a surfactant has been added.
- F. Asbestos Abatement Contractor (AAC): A contractor who is licensed and certified to perform asbestos abatement in Pennsylvania.
- G. 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.
- H. Building Owner: North Penn School District is the owner of Knapp Elementary School
- I. 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.
- J. Child Occupied Facility: Is defined as when a child below the age of six (6) visits a location on two (2) separate occasions with a week (Sunday through Saturday) provided that each visits last at least three (3) hours for a total of six (6) hours per week and the combined annual visit last at least sixty (60) hours per year.
- K. Contractor: See asbestos abatement contractor.

- L. Construction Manager: The company or individual employed by the building owner to oversee all phases of the construction project.
- M. 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.
- N. 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.
- O. Encapsulating Paint: A product designed to coat and seal surfaces covered or coated with lead-based paint to prevent exposure to lead. The product/paint must comply with the American Society for Testing and Materials (ASTM E 1795, E 1796, and E 1797).
- P. 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.
- Q. Equipment Room: A contaminated area or room, which is part of the worker decontamination unit with provisions for storage of contaminated clothing and equipment.
- R. Fixed Object: A unit of equipment or furniture in the work area, which cannot be removed for the work area.
- S. Glovebag Technique: A method with limited applications for removing small amounts of friable asbestos-containing material (ACM) from HVAC ducts, short piping runs, valves, joints, elbows, and other nonplanar surfaces in a non-contained work area. The glovebag assembly is a manufactured or fabricated device consisting of a glovebag (typically constructed of 6 mil transparent plastic), two inward projecting long sleeve rubber gloves, one inward projecting water wand sleeve, an internal tool pouch, and an attached, labeled receptacle for asbestos waste. The glovebag is constructed and installed in such a manner that it surrounds the object or area to be decontaminated and contains all asbestos fibers released during the removal process. All workers who are permitted to use the glovebag technique must be highly trained, experienced, and skilled in this method.

- T. 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.
- U. HEPA Vacuum Equipment: Vacuuming equipment with a HEPA filter system.
- V. Holding Area: A chamber in the equipment decontamination area located between the washroom and an uncontaminated area. The holding area comprises an air lock.
- W. 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.
- X. 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).
- Y. 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.
- Z. Onsite Hygienist: The onsite professional hired by the Owner for the purpose of ensuring that work is in compliance with these specifications. See also Project Designer.
- AA. Plastic Sheeting: Disposable plastic (polyethylene) sheeting that is a minimum of six (6) millimeters thick.
- BB. Project Designer: An individual who is licensed and certified to design asbestos abatement specification by the state of Pennsylvania, please also refer to onsite hygienist as the owners representative on the site.
- CC. Removal: All herein specified procedures necessary to remove ACM from the designated areas and to dispose of these materials at an acceptable site.
- DD. RRP: Renovation, Repair and Painting program (40 CFR Part 745)
- EE. 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.

- FF. Surfactant: A chemical wetting agent added to water to improve penetration.
- GG. Washroom: A room between the work area and the holding area in the equipment decontamination area. The washroom comprises an air lock.
- HH. 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.
- II. 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.
- JJ. 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 materials (ACM) within the time constraints and associated with the following areas:

- A. Knapp Elementary School
698 Knapp Road
Lansdale, PA

The Asbestos Abatement includes the following:

- Floor Tile and Mastic
- Black Board Glue Dots
- Interior Window Caulking
- Sink Mastic
- Fire Doors
- Pipe Fitting Insulation
- Transite Window Panels
- Interior and Exterior window caulking
- Non-asbestos PCB containing Door Caulk

Schedule: A phasing schedule is attached to this specification in Section 2.1; the abatement will be completed in the phases as listed below. The asbestos abatement contractor must submit a phasing schedule to the School District which must be then approved by the School District prior to any asbestos abatement taking place. The phasing schedule must be based on the School Districts construction schedule that will be provided to the contractor.

Asbestos

The estimated quantities and locations of asbestos-containing materials are listed below:

Location	Description	Amount		Phase	Planned Start Date
		Square	Linear		
Room 10	Interior Window Glazing		88	1A	6/15/2020*
Room 10	Interior Window Caulking		44	1A	6/15/2020*
Room 10	Joints associated with fiberglass pipe insulation	5 each (ea.)		1A	6/15/2020*
Room 10	Transite Window Panels (below windows – blue)	44		1A	6/15/2020*

Location	Description	Amount		Phase	Planned Start Date
		Square	Linear		
Room between Room 10 and Room 11	Black Sink Mastic	10		1A	6/15/2020*
Room 11	Transite Window Panels (below windows – blue)	44		1A	6/15/2020*
Room 11	Interior Window Glazing		88	1A	6/15/2020*
Room 11	Interior Window Caulking		44	1A	6/15/2020*
Room 21	Interior Window Glazing		84	1A	6/15/2020*
Room 21	Interior Window Caulking		44	1A	6/15/2020*
Room 21	Transite Window Panels (below windows – blue)	44		1A	6/15/2020*
Library	Black Sink Mastic	5		1A	6/15/2020*
Hallway outside Locker Rooms	Black Mastic associated with non-asbestos 12x12 floor tile	435		2	3/31/2021
Girls and Boys Locker Room	Pipe Fitting Insulation above plaster ceiling	50 ea.		2	3/31/2021
General Supply Room	Joints associated with fiberglass pipe insulation	10 ea.		3	6/15/2021
Room 18A	Joints associated with fiberglass pipe insulation	7 ea.		5	12/23/2021
1968 Section – Hallway from Room 21 to Main Lobby	Joints associated with fiberglass pipe insulation	120 ea.		1A	6/15/2020 *
1968 Section – Hallway from Room 21 to Main Lobby	Non-asbestos 2x4 lay-in ceiling tile and associated grid	2500		1A	6/15/2020 *
1955 Section – Short Hallway, Hallway outside Faculty Lounge and Hallway outside Multipurpose Room	Non-asbestos 2x4 lay-in ceiling tile and associated grid and the non-asbestos 12x12 spline ceiling tile	1000		1A	6/15/2020 *
1955 Section –Hallway outside Multipurpose Room	Non-asbestos 2x4 lay-in ceiling tile and associated grid	800		1A	6/15/2020 *
Principal's Office	Joints associated with fiberglass pipe insulation	13 ea.		3	6/15/2021**
Main Office	Joints associated with fiberglass pipe insulation	9 ea.		3	6/15/2021**
Boiler Room	Joints associated with fiberglass pipe insulation	14 ea.		1A	6/15/2020 *
Custodial Office and Supply Room	Joints associated with fiberglass pipe insulation	23 ea.		3A	6/15/2021
Slop Sink Room across from Room 11	Joints associated with fiberglass pipe insulation	44 ea.		6	4/13/2022
Basement – Tunnel	Joints associated with fiberglass pipe insulation	9 ea.		1A	6/15/2020 *

Location	Description	Amount		Phase	Planned Start Date
		Square	Linear		
Room 24	Blackboard Glue Dots	100		1B	12/23/2020
Room 24	Fire Door	1 ea.		1B	12/23/2020
Room 26	Blackboard Glue Dots	100		1B	12/23/2020
Room 26	Fire Door	1 ea.		1B	12/23/2020
Music Room (Stage Area)	Fire Door	2 ea.		2	3/31/2021
Boy's Restroom across from Room 27	Black Mastic associated with non-asbestos 12x12 floor tile	108		2	3/31/2021
Girl's Restroom across from Room 27	Black Mastic associated with non-asbestos 12x12 floor tile	108		2	3/31/2021
Room 27	Black Board Glue Dots	170		2	3/31/2021
Room 27	Fire Door	1 ea.		2	3/31/2021
Room 28	Black Board Glue Dots	150		2	3/31/2021
Room 28	Fire Door	1 ea.		2	3/31/2021
Room 9	Black Board Glue Dots	170		2	3/31/2021
Room 9	Fire Door	1 ea.		2	3/31/2021
1955 Section – Smaller Hallway	Black Mastic associated with non-asbestos 12x12 floor tile	840		2	3/31/2021
1955 Section – Guidance Office, Locker Rooms and Bathrooms below concrete slab and behind walls	Air Cell Pipe Insulation		200	2	3/31/2021
Hallway outside Gym	Fire Door	4 ea.		2	3/31/2021
Room 23	Blackboard Glue Dots	140		3A	6/15/2021*
Room 23	Fire Door	1 ea.		3A	6/15/2021*
Room 25	Black Board Glue Dots	100		3A	6/15/2021*
Room 25	Fire Door	1 ea.		3A	6/15/2021*
Hallway outside Gym	Fire Door	4 ea.		3A	6/15/2021*
Cafeteria	Fire Door	4 ea.		3B	6/15/2021*
1968 Section – Hallway from Room 21 to Main Lobby	Fire Door	6 ea.		3B	6/15/2021*
Principal's Office Storage Room	Gray 9x9 floor Tile and Black Mastic	200		3B	6/15/2021*
Room 8	Blackboard Glue Dots	170		4	6/15/2021*
Room 7	Blackboard Glue Dots	170		4	6/15/2021*
Room 6	Blackboard Glue Dots	170		4	6/15/2021*
Room 5	Blackboard Glue Dots	170		4	6/15/2021*

Location	Description	Amount		Phase	Planned Start Date
		Square	Linear		
Guidance Suite	Black Mastic associated with non-asbestos 12x12 floor tile	560		4	6/15/2021*
Small Group Instruction Room	Black Mastic associated with non-asbestos 12x12 floor tile	280		4	6/15/2021*
Room 4	Blackboard Glue Dots	170		4	6/15/2021*
Room 4A	Black Mastic associated with non-asbestos 12x12 floor tile	675		4	6/15/2021*
Room 3	Blackboard Glue Dots	170		4	6/15/2021*
Room 2	Blackboard Glue Dots	170		4	6/15/2021*
Room 2	Black Mastic associated with non-asbestos 12x12 floor tile	830		4	6/15/2021*
Room 1	Blackboard Glue Dots	170		4	6/15/2021*
1955 Section – Long Hallway	Black Mastic associated with non-asbestos 12x12 floor tile	1800		4	6/15/2021*
Art Room	Blackboard Glue Dots	80		6	4/13/2022
Art Room	Fire Door	2 ea.		6	12/23/2021
Art Room	Kiln Doors	2 ea.		3	6/15/2021*
Room 16	Interior Window Glazing		84	5	12/23/2021
Room 16	Interior Window Caulking		44	5	12/23/2021
Room 16	Blackboard Glue Dots	100		5	12/23/2021
Room 16	Black Sink Mastic	5		5	12/23/2021
Room 16	Transite Window Panels (below windows – blue)	44		5	12/23/2021
Room 17	Interior Window Glazing		84	5	12/23/2021
Room 17	Interior Window Caulking		44	5	12/23/2021
Room 17	Blackboard Glue Dots	32		5	12/23/2021
Room 17	Transite Window Panels (below windows – blue)	44		5	12/23/2021
Room between Room 17 and Room 18	Black Sink Mastic	10		5	12/23/2021
Room 18	Interior Window Glazing		84	5	12/23/2021
Room 18	Interior Window Caulking		44	5	12/23/2021
Room 18	Blackboard Glue Dots	132		5	12/23/2021
Room 18	Transite Window Panels (below windows – blue)	44		5	12/23/2021
Room 19	Interior Window Glazing		84	5	12/23/2021
Room 19	Interior Window Caulking		44	5	12/23/2021

Location	Description	Amount		Phase	Planned Start Date
		Square	Linear		
Room 19	Blackboard Glue Dots	100		5	12/23/2021
Room 19	Black Sink Mastic	5		5	12/23/2021
Room 19	Transite Window Panels (below windows – blue)	44		5	12/23/2021
Room 20	Interior Window Glazing		84	5	12/23/2021
Room 20	Interior Window Caulking		44	5	12/23/2021
Room 20	Blackboard Glue Dots	32		5	12/23/2021
Room 20	Transite Window Panels (below windows – blue)	44		5	12/23/2021
Room between Room 20 and Room 21	Black Sink Mastic	10		5	12/23/2021
Room 21	Black Board Glue Dots	132		5	12/23/2021
Room 10	Black Board Glue Dots	100		3A	12/23/2021*
Room 11	Black Board Glue Dots	32		1	6/15/2020 *
Room 12	Interior Window Glazing		84	6	4/13/2022
Room 12	Black Board Glue Dots	100		6	4/13/2022
Room 12	Black Sink Mastic	5		6	4/13/2022
Room 12	Transite Window Panels (below windows – blue)	44		6	4/13/2022
Room 12	Interior Window Caulking		44	6	4/13/2022
Room 13	Interior Window Glazing		84	6	4/13/2022
Room 13	Interior Window Caulking		44	6	4/13/2022
Room 13	Black Board Glue Dots	100		6	4/13/2022
Room 13	Transite Window Panels (below windows – blue)	44		6	4/13/2022
Room between Room 13 and Room 14	Black Sink Mastic	10		6	4/13/2022
Room 14	Interior Window Glazing		84	6	4/13/2022
Room 14	Interior Window Caulking		44	6	4/13/2022
Room 14	Black Board Glue Dots	32		6	4/13/2022
Room 14	Transite Window Panels (below windows – blue)	44		6	4/13/2022
Room 15	Interior Window Glazing		84	6	4/13/2022
Room 15	Interior Window Caulking		44	6	4/13/2022
Room 15	Black Board Glue dots	100		6	4/13/2022
Room 15	Black Sink Mastic	5		6	4/13/2022

Location	Description	Amount		Phase	Planned Start Date
		Square	Linear		
Room 15	Transite Window Panels (below windows – blue)	44		6	4/13/2022
General Supply Room across from Room 16	Gray 9x9 Floor Tile and Black Mastic	200		3	12/23/2021

PCB containing Exterior Door Caulk

Location	Description	Amount		Phase	Planned Start Date
		Square	Linear		
1968 Section (specific locations can be found on the map/phasing plan)	Exterior Door Caulk		130	1A	6/15/2020*
1968 Section	Exterior Window Caulk		1080 (12 windows)	1,5 & 6	6/15/2020 * 4/13/2022

*= Potential last day of school pending snow days Actual start date will be confirmed late spring.

**= Work could be completed during 3/31/2021 if area is ready

GENERAL SCOPE OF WORK NOTES:

1. The asbestos abatement contractor will be responsible for removing any items from the work area that 1) cannot be properly protected and 2) may impede the removal process.
2. Computers, monitors, printers or other electronic equipment shall also be removed by the School District. If any electronic items are found in the work area and need moving, the Asbestos Abatement Contractor (AAC) should contact School District personnel or on-site representative before moving these items.
3. Contractors are reminded to follow OSHA regulations regarding safety and work in elevated spaces throughout the project.
4. Contractors are reminded that the on-site hygienist will be the building owner's representative on-site and will conduct all pre-commencement inspections prior to all asbestos abatement, air sampling (pre, during and clearance) and will enforce both this specification, State of Pennsylvania and EPA regulations.
5. **All quantities are approximate and must be verified by contractors.**
6. Contractors are reminded that any damage to the building through the asbestos abatement and lead stabilization activity is the responsibility of the contractor to repair.

7. All waste generated by the asbestos abatement activity or the lead stabilization may only pass through the building on an approved route. The waste route must be approved by either the School District or its on-site representative.
8. It is the asbestos abatement contractor's responsibility to submit the initial asbestos abatement notification to the appropriate agencies but it is also the asbestos abatement contractor's responsibility to submit an alternative method request when appropriate.

Notes related to the blackboard glue dot abatement

1. The asbestos abatement contractor will use a non-friable method with minimal damage to the underlying substrate to remove the glue dots. **If damage to the wall during the abatement process occurs then the asbestos abatement contractor is responsible for repair of the substrate to a standard approved by the school district.**

Notes related to Floor Tile and Mastic Abatement

1. The asbestos abatement contractor will use a non-friable method to remove the floor tile in the rooms stated above. The only methods that will be considered acceptable in this situation will be dry ice or heat machine; flooding and dyking must not be used.
2. The asbestos abatement contractor will use a non-friable method to remove the mastic in the rooms stated above. The use of chemical mastic removers will be allowed in this instances but the contractor must take precautions to control the odor from the use of the chemical. In addition, the contractor must neutralize any chemical residue that is used by following the manufactures instructions.

Notes related to the Pipe Fitting Insulation and Pipe Insulation Abatement

1. The asbestos abatement contractor will be responsible for the removal all ceiling tile, ceiling tile grid and fiberglass batt insulation in the entirety of the 1968 Section hallway below where pipe fitting insulation is being removed, 1955 section small hallway, hallway outside Faculty Lounge and hallway outside multipurpose room (see phasing plan 1). The contractor should make sure that all fire alarms, lighting and all ceiling mounted items that were suspended by the ceiling grid are safely secured in place as the areas in question will be occupied after the abatement has been completed. The owner's representative has final say on the nature of how the items will be secured in place and all items properly secured from all corners or a minimum of two points. All light fixtures must be secured at 4 points.
2. The asbestos abatement contractor is responsible for the removal of Air-Cell asbestos pipe insulation and pipe fittings that is imbedded in the concrete slab and walls in various locations throughout the building; specific locations are indicated in Section 2.1. The asbestos abatement contractor must saw cut the concrete slab to access the pipe insulation, the contractor must not impact the asbestos pipe insulation with the cutting

saw. The asbestos abatement contractor must demo part or the entire wall to access pipe insulation and pipe fitting insulation associated with the saw cutting operation noted previously. The pipe insulation that is embedded in concrete must be removed as per Section 3, Section 4 or Section 6.

3. The asbestos abatement contractor is responsible for the infill of the trench that has been created with 2B clean stone to the bottom of the existing slab once all asbestos removal has been completed, cleanup of any asbestos debris and passed a visual inspection by the on-site hygienist or building owner's representative.
4. The asbestos abatement contractor is responsible for the repair of all penetrations into the wall cavity that were made to access the asbestos pipe insulation and pipe fitting insulation as listed in note 2 of the Notes related to the Pipe Fitting Insulation and Pipe Insulation Abatement section.
5. The asbestos abatement contractor must install plastic containment sheeting around the work area where saw cutting is taking place, using wet saw cutting methods, with negative air machines venting to the outside of the building to control the dust, control carbon monoxide discharge into the building and prevent any accidental asbestos fiber release from occurring.
6. The asbestos abatement contractor should assume that spot demolition of plaster ceiling is needed in several locations where asbestos containing pipe fitting insulation could or is found. All openings made into the plaster ceiling must be covered by the asbestos abatement contractor with plywood sheeting.
7. Any asbestos containing pipe insulation or pipe fitting insulation in the concrete slab, wall cavity, and crawlspace or above the finished slab is assumed to be removed as part of this project. Any asbestos pipe insulation or pipe fitting insulation that is noted to be abandoned in place below the floor slab must have all of its edges encapsulated if exposed.

Notes related to the Window Caulking, Window Glazing and Door Caulking

1. The asbestos abatement contractor is made aware that the interior and exterior window caulking that they are responsible for removing as an asbestos containing material also contains PCB's. The asbestos abatement contractor should follow all state and federal regulations related to the disposal of the asbestos and PCB containing window caulk.
2. The asbestos abatement contractor is responsible for the removal of all exterior caulking associated with the doors on the 1968 portion of the building. This material is non-asbestos containing. The contractor will remove all the caulking and dispose of it according to state and federal regulations.
3. The asbestos abatement contractor must remove the entire window system including all window caulking, window glazing and transite panels and clean/scrape any remaining

caulking from the brick work or casing that remains. The asbestos abatement contractor is not responsible for the boarding up and opening created by the removal of the window system.

Notes related to the Fire Door Removal

1. The general contractor is responsible for removing the fire doors from the hinges and then they will be stored on-site for the asbestos abatement contractor to pick up and dispose of as an asbestos containing material.

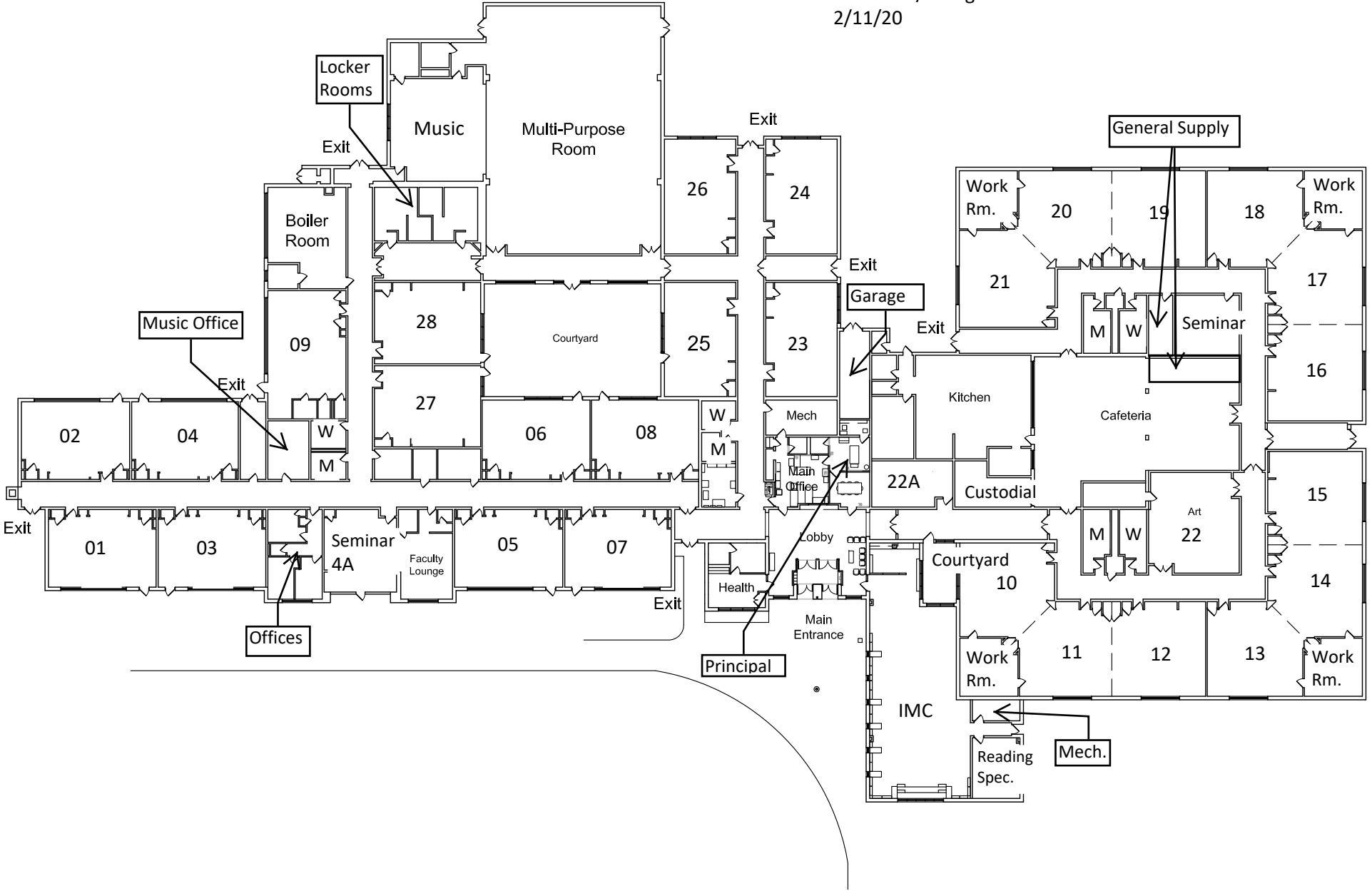
Notes related to the Sink Mastic Removal

1. All plumbing connections must be disconnected from the sink prior to removal of the sink. The entire sink will be removed as a single piece and disposed of as asbestos waste as per state and federal regulations.

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

KNAPP ELEMENTARY

Room #'s / Designations -
2/11/20



SECTION 3

TECHNICAL SPECIFICATIONS – CONTAINED SPACE

Note: Section 3 covers the removal under full containment of asbestos-containing pipe and pipe fitting insulation that is not removed via the glove bag or mini-enclosure technique. In addition, this section covers the removal of non-friable materials that have or will be rendered friable during the abatement i.e. transite piping embedded in concrete.

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 on-site hygienist or building owner's representative, 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 (AHERA).

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 on-site hygienist or building owner's representative) 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 Owners Representative 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 Owners Representative 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 Owners Representative 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 on-site hygienist or building owner's representative.

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 The asbestos abatement contractor must submit prior to asbestos abatement project starting and prior to the employee appearing at the site the required security clearances to work in a school. These security clearances MUST have been secured in the last year from the submission date. Please see references to bid document for further details relating the clearance requirements.

- 3.2.10 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 coordinated with the Owner.
- 3.2.11 The Owner or Building Owners Representative, 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.
- 3.2.12 The asbestos abatement contractor must make available when requested by the owner or the building owners representative manufacturer's certificate that vacuums, negative air pressure equipment, and other local exhaust ventilation equipment conform to ANSI Z9.2-79.
- 3.2.13 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 SUPERINTENDENT, FOREMAN, CRAFTSMAN

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

The Project Superintendent 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.

In addition to the Superintendent, 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 the superintendent and/or 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 Superintendent 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 six (6) millimeter 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 six (6) millimeter 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 air (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 by manometer shall be the responsibility of the Contractor. Negative pressure will be verified by the on-site hygienist using smoke testing.

3.5 WORK AREA PREPARATION (Contained Space)

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 five (5) AFDs or portion thereof, there shall be at least one AFD unit on-site for backup purposes. The on-site hygienist or building owner's representative, 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 factored manufactured extension cords 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. Confirmation must be in writing on contractor's letterhead including the electrician's contractor license number.

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, state and local 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 condition.
 - 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 (2) layers of six (6) millimeter 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 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 at all times 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), all containments must be within the pre-established construction areas behind the construction partitions:
 - 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 two (2) layers of six (6) millimeter polyethylene sheeting with joints staggered, over lapped by twelve (12) inches 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 as per section 3.5.1/C/1. 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 six (6) millimeter 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

MAY CAUSE CANCER

CAUSES DAMAGE TO LUNGS

AUTHORIZED PERSONNEL ONLY

**WEAR RESPIRATORY PROTECTION AND PROTECTIVE
CLOTHING 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 six (6) millimeter 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 six (6) millimeter plastic on walls. Cover floors first so that plastic extends at least twelve (12) inches up on walls, then cover walls with plastic sheeting to the floor level, thus overlapping the floor material by a minimum of twelve (12) inches.

All joints in the plastic sheeting shall have a minimum of twelve (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 (2) 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 on-site hygienist or building owner's representative.
- 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 Building Owners Representative authorizes work to commence.

3.6.2 Asbestos Removal (Contained Space)

- A. Prepare site per paragraph 3.6.1.
- B. 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 fifteen (15) minutes maintaining a minimum negative pressure differential. The contractor must install and use a manometer to confirm the negative pressure inside the containment. The Contractor will make calculations to determine the minimum number of Air Filtration Devices, which must be used in each work area.
- C. 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.
- D. Protect all fixtures, grills, lockers, chairs and other non-removable equipment from amended water. Surfactants can cause oxidation. Also, protect painted surfaces and flooring.
- E. Remove saturated asbestos material in manageable sections. Materials shall not be allowed to dry out. Material drop shall not exceed fifteen (15) feet in height.
- F. 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.

- G. 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.
- H. Glovebag asbestos removal (if applicable) may be employed for removing pipe and pipe fitting insulation where full work area preparation is impractical. Only the requirements of the preparation of the work area are waived. Respiratory protection, half face air-purifying respirators with HEPA filters, are required, along with disposable clothing, double-bagging the material removed, brushing the exposed surfaces, cleaning the area, and passing air clearance tests as specified in Glovebag Technique section (if applicable).

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-scalant inspection, in writing from the on-site hygienist or the building owner's representative.
- C. After visual inspection of work area by the on-site hygienist, 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 on-site hygienist or building owner's representative 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. On-site hygienist or building owners representative 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.
- G. For work areas where >160 square feet (SF) or >260 linear feet (LF) 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 or <260 LF 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.

The final clearance sample results shall be analyzed and the results made available to the building owner or building owners representative no more than twenty-four (24) hours after the samples have been collected from the work area.

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 (1) final test performed in each area. A test may consist of one (1) sample or a series of samples performed at the same time.

The School District retains the right to conduct, at its discretion, TEM clearance sampling at any point during the asbestos abatement project.

- H. When appropriate, on-site hygienist or building owners representative 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, on-site hygienist or building owner's representative 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 by the on-site hygienist or building owners representative.
- C. After a minimum of 24 hours following this request, on-site hygienist or building owners representative 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 at 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*****

SECTION 4

ASBESTOS REMOVAL

MINI-ENCLOSURE TECHNIQUE

4.1 GENERAL

4.1.1 Scope

- A. This Specification covers the abatement of asbestos-containing pipe insulation, pipe fitting insulation and other types of asbestos containing materials (if applicable) with the mini-enclosure technique.
- B. Asbestos removal using mini-enclosure techniques is employed for removing ACM where full containment or glovebag is impractical.

4.1.2 Description of Work

- A. The work specified herein shall be the removal of asbestos-containing pipe insulation, pipe fitting insulation and other types of asbestos containing materials (if applicable) by persons who are knowledgeable, qualified, and trained in the removal, treatment, handling, and disposal of ACM material using the mini-enclosure technique and the subsequent cleaning of the affected environment; who comply with Federal and State regulations which mandate work practices and who are capable of performing the work of the Contract.
- B. The Contractor shall supply all labor, materials, equipment, services, insurance, and incidentals which are necessary or required to perform the work in accordance with applicable governmental regulations and these Specifications.
- C. Related Work Specified elsewhere; refer to:

Asbestos Removal - Section 1, 2, 3 and 6

4.1.3 Terminology

The following terms used in these Specifications are defined in Section 1.

4.1.4 Applicable Documents

See paragraph 3.1 for Applicable Documents.

4.1.5 Submittals and Notices

In addition to the submittals and notices required in paragraph 3.2, the following are required.

Historic Airborne Fiber Data: Submit airborne asbestos fiber count data from an independent air monitoring firm to demonstrate the ability to perform the work of this Section while maintaining an airborne fiber count below 0.1 fibers per cubic centimeter in the breathing zone of the individual performing the work. Include the following data for each procedure required by the work:

- Date of measurements
- Operations monitored
- Sampling and analytical methods used and evidence of their accuracy
- Number, duration, and results of samples taken

4.1.6 Personal Protection and Safety

- A. The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his work plan, appliances, methods, and for any damages, which may result from his operations, improper construction practices, or maintenance. He shall erect and properly maintain at all times as required by the conditions and progress of the work, proper safeguards for the protection of workmen and the public and shall post warning signs around the construction area.
- B. During the removal operations, the Contractor may be placing his workers in a potentially hazardous electrical environment. Care and special consideration should be exercised by the Contractor to avoid electrical shock to his employees. The requirements as set forth in the latest edition of the National Electrical Code shall be adhered to at all times. Particular emphasis shall be placed on the requirements listed in Article 210 - BRANCH CIRCUITS, Article 225 - GROUNDING, Article 300 - WIRING METHODS, and Article 305 - TEMPORARY WIRING, whenever and wherever the existing electrical power service shall be de-energized as outlined in NEC/NFPA 70e and temporary electrical power utilized.

C. Respiratory Protection Requirements

1. All respiratory protection programs shall be established in accordance with the respiratory protection requirements of 29 CFR 1910.134, 29 CFR 1910.1001, and 1926.1101. Copies of these regulations are included herein by reference and shall be considered as a requirement of these Specifications.
2. All respirators used shall be selected from those approved by the National Institute of Occupational Safety and Health (NIOSH) for use in atmospheres containing asbestos fibers.
3. Respiratory protection: half-face, negative air-purifying respirators are required at a minimum.
4. Provide authorized visitors with suitable respirators whenever they are required to enter the work area.
5. The following activities may be performed wearing a full facepiece, powered air-purifying respirator: pre-cleaning the work area, preparing the work area, loading the asbestos material in the transport vehicle and unloading the transport vehicle at the landfill.

D. Provide workers and authorized visitors with sufficient sets of protective full body impervious protective clothing. Such clothing shall consist of full body coveralls and headgear. Provide eye protection and hard hats as required by applicable safety regulations. Reusable type protective clothing and footwear shall be left in the Contaminated Equipment Room until the end of the asbestos abatement work, at which time such items shall be disposed of as asbestos waste, or shall be thoroughly cleaned of all asbestos or ACM. Disposable type protective clothing, headgear, and footwear may be provided.

E. Provide and post, at the work area, the decontamination and work procedures to be followed by workers and authorized visitors as described in these Specifications.

F. Worker Protection Procedures

Each worker and authorized visitor shall remove street clothes in a change room provided by The Contractor and put on a respirator and clean protective clothing before entering the work area.

Each time they leave the work area, all workers and authorized visitors shall remove gross contamination from clothing, HEPA vacuum clothing, and then don a second disposable suit over the first. Workers and/or authorized visitors shall then proceed directly to the next work area or proceed to the decontamination area provided by the Contractor.

Workers removing waste containers from the work area enclosure shall enter the holding area from outside wearing a respirator and dressed in clean disposable coveralls.

Workers shall not eat, drink, smoke, or chew gum or tobacco while in the work area. The use of **any** tobacco, including electronic cigarettes and vaping, product is grounds for removal from the work site. See Administration regulations #1333 and Board Policy 1333 12/1/2007 for further details.

Workers shall be fully protected with respirators and protective clothing from the time of first disturbance of ACM or asbestos-contaminated materials prior to commencing actual asbestos abatement and until final cleanup is completed.

- G. Equipment removal procedures: Clean surfaces of contaminated containers and equipment thoroughly by wet sponging or wiping before moving such items to uncontaminated areas.
- H. During summer work activities, the work area environment may be very hot and humid. The Contractor shall take precautions to protect his workers from the hostile environment as well as the asbestos fibers. First-aid items such as stretchers, water and cold packs should be kept adjacent to the work area exits, thus allowing any personnel requiring emergency treatment egress from the work area with minimum contamination to the clean environment. No worker shall be allowed to reach through the barrier to get water or first-aid supplies during break periods inside the work area. Breaks, lunch, or worker rest periods should be held outside the work area. All decontamination procedures shall be followed prior to exiting the work area except in extreme emergencies.

During cold weather periods the workers shall be provided with adequate protection from the environment to not cause harm to the workers.

If excavation of the work area is required by contaminated personnel due to an emergency, all work efforts shall stop, and all forces shall be directed at minimizing the area contamination, cleanup operations, and first-aid procedures. These activities shall be noted in the daily log book.

- I. Post two (2) safety warning signs in the construction area which follow the "Sample Format Warning Sign" shown below:

Sample Format Warning Sign
Minimum Size - 24" x 36"
Material - Aluminum or Fiberglass
Script:

DANGER

ASBESTOS

MAY CAUSE CANCER

CAUSES DAMAGE TO LUNGS

AUTHORIZED PERSONNEL ONLY

**WEAR RESPIRATORY PROTECTION AND PROTECTIVE
CLOTHING IN THIS AREA**

Color - Black Letters on Red Background

- J. During work activities requiring decontamination procedures, the Contractor shall provide a means of communication for the workers inside the work area without requiring personnel to enter or leave the work area. This method of communications shall be a two-way radio, localized wire-connected telephone, or similar system.

This communication system shall remain intact until the work area barriers are removed. Then all equipment shall be wiped down; HEPA vacuumed, or disposed of as asbestos-contaminated material.

- K. Adequate shower facilities shall be provided by the Contractor. An employee leaving the work area shall follow all decontamination procedures necessary or as described herein.

4.2 MATERIAL AND EQUIPMENT

4.2.1 Materials

Materials shall be as described in paragraph 3.4.

4.2.2 Tools and Equipment

Provide suitable tools for use inside a mini-enclosure and suitable for the work at hand.

4.3 EXECUTION

4.3.1 Preparation

A. Separation of Work Areas from Occupied Areas

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 barriers, constructed as follows:
 - a. Critical barriers between the work area and other areas of the building are to be constructed. The critical barriers shall consist of two (2) layers of six (6) millimeter plastic sheeting. If the integrity of the barriers is not acceptable to the on-site hygienist or the building owner's representative, then an acceptable wood frame shall be constructed so as to enhance the integrity of the barrier.
 - b. Place asbestos warning signs at the regulated work area barrier and at all open entrances to the regulated work area. Signs must be placed conspicuously and must be easily read. Signs must conform to legal size and wording.
2. Shut down electric power. Provide temporary power and lighting and ensure safe installation of temporary power sources and equipment in accordance with applicable electrical code requirements and Section 3.5.1/C/1
3. Shut down and isolate heating, cooling, and ventilation air systems to prevent contamination and fiber dispersal to other areas of the structure as per section 3.6.1/A/3. Physically blank off, with light gauge metal, all supply and return air duct work which leads to and from an isolated work area when the air-handling unit serves areas other than within the isolated work area.

B. Pre-Clean Work Area

Pre-Clean work area as described in paragraph 3.6.B.

C. Prepare Work Area

Prepare work area as described in paragraph 3.6.C.

D. Decontamination Enclosure Systems

Decontamination systems may be located in an area remote from but central to the work. Contractor's employees shall have access to a shower facility, provided by the asbestos abatement contractor, after performing asbestos-related work.

E. Maintenance of Enclosure System

1. Ensure that barriers are maintained and intact at all times. Repair damaged barriers and remedy defects immediately upon discovery.
2. Visually inspect enclosures at the beginning of each work period.

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 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 with the owner and other prime contractors.
5. All other preparatory steps have been taken, and applicable notices posted, and permits obtained.
6. The Contractor requests a pre-commencement inspection from the on-site hygienist or the building owner's representative, in writing.
7. The on-site hygienist or the building owner's representative authorizes work to commence, in writing.

4.3.2 Asbestos Removal - Mini-Enclosure Procedure

- A. Shutdown and isolate any heating, cooling, and ventilation air systems to prevent contamination and fiber dispersal to other areas as per section 3.6.1/A/3.
- B. Remove any movable objects and cover all non-movable items with plastic and tape.
- C. Any openings (windows, doors, duct, diffusers, etc.) are sealed with a minimum of two (2) independent layers of six (6) millimeter thick polyethylene (poly) sheeting.

- D. The six (6) millimeter thick polyethylene sheeting is affixed around the ACM with spray adhesive and tape.
- E. The floor is covered with poly below the work area.
- F. A HEPA filtration unit or a HEPA vacuum is attached to the enclosure to provide negative air.
- G. While inside the enclosure, workers wear disposable coveralls, proper respiratory protection, and head covering.
- H. ACM is removed using wet removal techniques and HEPA vacuuming.
- I. The removal surface is encapsulated.
- J. Properly dispose of coveralls and other contaminated items. All contaminated material must be disposed of properly in accordance with procedures described in Section 3.

4.3.3 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.
- B. Air sampling will be conducted outside the mini-enclosure during removal by the on-site hygienist or building owners representative. If the results of the air tests indicate a 0.01 f/cc level or greater, the work shall be stopped and the source of the fibers shall be determined. Upon mitigation of the fiber source, authorization to continue the work may be issued.
- C. After a visual inspection by the on-site hygienist or building owner's representative and encapsulation of the work area, a final air clearance test will be conducted.
- D. The final air clearance test will be conducted in accordance with AHERA (40 CFR 763) protocol. The final air clearance test will consist of an air test by Phase Contrast Microscopy (PCM) with limits of 0.010 f/cc by NIOSH Method 7400.
- E. The final clearance sample results shall be analyzed and the results made available to the building owner or building owners representative no more than twenty-four (24) hours after the samples have been collected from the work area.
- F. **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 (1) final test performed in each area. A test

may consist of one (1) sample or a series of samples performed at the same time.

4.3.4 Disposal of Asbestos-Containing Materials and Asbestos-Contaminated Waste

Disposal of ACM and asbestos-contaminated waste shall be as determined in Section 3.6.4.

4.3.5 Reestablishment of Objects and Systems

Re-establish objects and systems in accordance with paragraph 3.6.5.

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

SECTION 5

NON-FRIABLE FLOOR TILE/MASTIC REMOVAL

5.1 GENERAL

5.1.1 Scope

This Specification covers the abatement of vinyl-asbestos floor tile (VAT) and mastic. Due to the need to re-occupy the school, all floor tile/mastic removal must be performed in a non-friable manner (dry ice or infrared heat for floor tile and low odor mastic remover or similar application for mastic removal). It is imperative that there are no odor issues when school is occupied and it is the asbestos abatement contractor's responsibility to take steps and measures to ensure that no odor issues occur.

5.1.2 Description of Work

- A.** Remove all vinyl asbestos floor tile and mastic as required for new finish. All floors shall be removed to original concrete by asbestos contractor.
- B.** The work specified herein shall be the removal of VAT by persons knowledgeable, qualified, and trained in the removal, treatment, handling, and disposal of asbestos-containing material, and the subsequent cleaning of the affected environment, and who comply with federal and state regulations which mandate work practices, and who are capable of performing the work of this contract.
- C.** The Contractor shall supply all labor, materials, equipment, services, insurance, and incidentals which are necessary or required to perform the work in accordance with applicable governmental regulations and these Specifications.

5.2 MATERIAL AND EQUIPMENT

5.2.1 Materials

Materials shall be as described in Section 3.4.

5.2.2 Tools and Equipment

- A.** Provide approved electric heat appliance(s), dry ice or approved equal for removal of VAT and asbestos-contaminated debris. Low odor chemical applications may be used for mastic removal. Submit documentation to Owner, on-site hygienist or building owner's representative for review and approval.

- B.** If asbestos-containing floor tile is rendered friable, entire work area must be fully contained in accordance with Section 3 of this specification.

5.3 EXECUTION

5.3.1 Preparation

A. Prepare Work Area

1. Critical barriers between the work area and other areas of the building are to be constructed. The critical barriers shall consist of two (2) layers of six (6) millimeter plastic. If the integrity of the barrier is not acceptable to the onsite hygienist of building owners representative, then an acceptable wood frame shall be constructed so as to enhance the integrity of the barrier.
2. All HVAC registers, diffuses, duct, etc. shall be cleaned and sealed with plastic and duct tape.
3. Maintain established emergency and fire exits or establish alternative exit satisfactory to building owner representative, architect and AHJ or fire officials.
4. Outside access to the work area shall be restricted and security of the work area is the responsibility of the asbestos abatement contractor. Appropriate warning signs shall be posted on the containment walls and all entrances, exits and approaches to the work area to prevent unauthorized entrance to the work area.
5. Air filtration devices (AFD's) shall be employed inside the work area to provide air changes.
6. Remove and dispose of carpets and cove base moldings.

B. Decontamination Enclosure System

Build suitable decontamination systems as described in Section 3.6.1.D. In small enclosures where <160 SF of vinyl asbestos floor tile or mastic is removed, Contractor's employees shall have access to shower facility, that is provided by the asbestos abatement contractor, after performing asbestos-related work.

In all cases, access between contaminated and uncontaminated rooms or areas shall be through an airlock previously defined.

C. Maintenance of Barrier 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 barriers at the beginning of each work period.

D. 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 and applicable notices posted and permits obtained.
6. The Contractor requests a pre-commencement inspection by the on-site hygienist or the building owner's representative, in writing.
7. Removal work will not begin until the on-site hygienist or the building owner's representative authorizes work to commence, in writing.

5.3.2 Asbestos Removal

- A. Prepare site in accordance with paragraph 5.3.1.
- B. Contractor shall utilize approved electrical heating applicator(s) or dry ice to remove all floor tile.
- C. Contractor shall exercise extreme caution when removing vinyl asbestos floor tiles to ensure that breakage is minimal.
- D. Contractor shall exercise extreme caution when removing vinyl asbestos floor tiles to ensure that the surface from which they are removed as well as adjacent surfaces are not damaged in any way. The contractor is responsible for the repair or replacement any materials that they damage during the asbestos abatement project.
- E. Contractor shall use a low odor mastic remover for the removal of floor mastic.
- F. All mastic shall be removed so that the substrate can accommodate replacement flooring or adhesive material.
- G. All vinyl and wooden baseboards associated with floor tile/mastic removal must be removed.

- H. It is imperative that there are no odor issues when school is re-occupied. Generally, a sufficient number of air filtration devices and a thorough mopping of the floors will prevent odor issues.
- I. There will be no encapsulation following non-friable floor tile removal.
- J. Contractor shall utilize safe work practices and proper cleanup procedures.
- K. Personal protection shall be "Tyvek" suits and half-face air purifying respirators at a minimum.
- L. All debris generated from the removal shall be placed daily in sealed containers. The containers shall be labeled in accordance with OSHA Regulation 29 CFR 1910.1001(g)(2) and NESHAP 61.149(d). Clean external surfaces of containers thoroughly by sponging in the designated areas. Move containers to holding area pending disposal. Ensure that containers are removed from the holding area by workers who have entered from uncontaminated work areas and are dressed in clean coveralls and wearing an appropriate respirator.

5.3.3 Cleanup and Air Monitoring

During the work, the on-site hygienist or building owners representative shall monitor the outside fiber levels.

Employ the following procedures in cleaning up the work area:

- A. Prepare the work area for the air test, which will be performed after a visual inspection and encapsulation of the work area.
- B. Once the work area is clean of visible accumulations of asbestos material, the on-site hygienist or building owner's representative will perform an aggressive initial clearance test with limits of 0.010 f/cc by NIOSH Method 7400. The Contractor will employ a wet cleaning process until the designated fiber level is achieved. It is the Owner's intent to pay for one initial series of tests per area.

The final clearance sample results shall be analyzed and the results made available to the building owner or building owners representative no more than twenty-four (24) hours after the samples have been collected from the work area.

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 (1) final test performed in each area. A test may consist of one (1) sample or a series of samples performed at the same time.

- C. The School District retains the right to conduct, at its discretion, TEM clearance sampling at any point during the asbestos abatement project.
- D. After barriers are removed, the on-site hygienist or building owners representative will conduct a final visual inspection. The asbestos abatement contractor shall continue cleaning the work site until it passes the visual inspection.

5.3.4 Disposal of Asbestos-Containing Materials and Asbestos-Contaminated Waste

Disposal shall be performed in accordance with paragraph 3.6.4.

5.3.5 Re-establishment of Objects and Systems

Re-establish objects and systems in accordance with paragraph 3.6.5.

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

SECTION 6
ASBESTOS REMOVAL
GLOVEBAG REMOVAL

6.1 GENERAL

6.1.1 Scope

- A. This Specification covers the abatement of asbestos-containing materials with the glovebag technique for the following materials:

Removal of asbestos-containing pipe insulation and pipe fitting insulation.

- B. Asbestos removal using glovebag techniques may be employed for removing pipe and pipe fitting insulation where full area or mini-enclosure preparation is impractical.

6.1.2 Description of Work

- A. The work specified herein shall be the removal of ACM by persons knowledgeable, qualified, and trained in the removal, treatment, handling, and disposal of ACM material by glovebags, the subsequent cleaning of the affected environment, and who comply the federal and state regulations which mandate work practices, and who are capable of performing the work of the contract.

- B. The Contractor shall supply all labor, materials, equipment, services, insurance, and incidentals which are necessary or required to perform the work in accordance with applicable governmental regulations and these Specifications.

- C. Related Work Specified Elsewhere: Refer to Sections:

1. Asbestos Removal – Sections 1, 2, 3 and 4

6.1.3 Terminology

The following terms used in these Specifications are defined in Section 1.1.

6.1.3 Applicable Documents

See Section 3.1 for Applicable Documents.

6.1.5 Submittals and Notices

In addition to the submittals and notices required in Section 3.2, the following are required:

Historic Airborne Fiber Data: Submit airborne asbestos fiber count data from an independent air monitoring firm to demonstrate the ability to perform work of this Section while maintaining an airborne fiber count below 0.1 fiber per cubic centimeter in the breathing zone of the individual performing the work. Include the following data for each procedure required by the work:

- ◆ Date of measurements
- ◆ Operations monitored
- ◆ Sampling and analytical methods used and evidence of their accuracy
- ◆ Number, duration, and results of samples taken

6.1.6 Personal Protection and Safety

- A. The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his work plan, appliances, methods, and for any damages which may result from his operations, improper construction practices, or maintenance. He shall erect and properly maintain all times as required by the conditions and progress of the work, proper safeguards for the protection of workmen and the public and shall post warning signs around the job site.
- B. During the removal operations, the Contractor may be placing his workers in a potentially hazardous electrical environment. Care and special consideration should be exercised by the Contractor to avoid electrical shock to his employees. The requirements as set forth in the latest edition of the National Electrical Code shall be adhered to at all times. Particular emphasis shall be placed on the requirements listed in Article 210 BRANCH CIRCUITS, Article 225 - OUTSIDE BRANCH CIRCUITS AND FEEDERS, Article 250 - GROUNDING, Article 300 – WIRING METHODS, and Article 305 - TEMPORARY WIRING, whenever and wherever the existing electrical power service shall be de-energized as outlined in NEC/NFPA 70e and temporary electrical power utilized.
- C. Respiratory Protection Requirements
 - 1. All respiratory protection programs shall be established in accordance with the respiratory protection requirements of 29 CFR 1910.134, 29 CFR 1910.1001 and 1926.1101. Copies of these regulations are included herein by reference and shall be considered as a requirement of these Specifications.

2. All respirators used shall be selected from those approved by the Mine Safety and Health Administration (MSHA) and/or the National Institute of Occupational Safety and Health (NIOSH) for use in atmospheres containing asbestos fibers.
 3. Respiratory protection: half-face, negative air-purifying respirators are required as a minimum.
 4. Provide authorized visitors with suitable respirators whenever they are required to enter the work area.
 5. The following activities may be performed wearing a half-face, negative air-purifying respirator: pre-cleaning the work area, preparing the work area, loading the asbestos material in the transport vehicle and unloading the transport vehicle at the landfill.
- D. Provide workers and authorized visitors with sufficient sets of protective full body impervious protective clothing. Such clothing shall consist of full body coveralls and headgear. Provide eye protection and hard hats as required by applicable safety regulations. Reusable type protective clothing and footwear shall be left in the Contaminated Equipment Room until the end of the asbestos abatement work, at which time such items shall be disposed of as asbestos waste, or shall be thoroughly cleaned of all asbestos or ACM. Disposable type protective clothing, headgear, and footwear may be provided.
- E. Provide and post, at the work area, the decontamination and work procedures to be followed by workers and authorized visitors as described in these Specifications.
- F. Worker Protection Procedures
1. Each worker and authorized visitor shall, remove street clothes in a Change Room provided by the Contractor and put on a respirator and clean protective clothing before entering the work area.
 2. Workers removing waste containers from the work area enclosure shall enter the holding area from outside wearing a respirator and dressed in clean disposable coveralls.
 3. Workers shall not eat, drink, smoke, or chew gum or tobacco while in the work area. The use of **any** tobacco, including electronic cigarettes and vaping, product is grounds for removal for the work site. See Administration regulations #1333 and Board Policy 1333 12/1/2007 for further details.
 4. Workers shall be fully protected with respirators and protective clothing from the time of first disturbance of ACM or asbestos-contaminated materials prior to commencing actual asbestos abatement and until final cleanup is completed.

- G. Equipment removal procedures: Clean surfaces of contaminated containers and equipment thoroughly by wet sponging or wiping before moving such items to uncontaminated areas.
- H. During summer work activities, the work area environment may be very hot and humid. The Contractor shall take precautions to protect his workers from the hostile environment as well as the asbestos fibers. First-aid items such as stretchers, water and cold packs should be kept adjacent to the work area exits, thus allowing any personnel requiring emergency treatment egress from the work area with minimum contamination to the clean environment. No worker shall be allowed to reach through the barrier to get water or first-aid supplies during break periods inside the work area. Breaks, lunch, or worker rest periods should be held outside the work area. All decontamination procedures shall be followed prior to exiting the work area except in extreme emergencies.
1. During cold weather periods, the workers shall be provided with adequate protection from the environment to not cause harm to the workers.
 2. If evacuation of the work area is required by contaminated personnel due to an emergency, all work efforts shall stop, and all forces shall be directed at minimizing the area contamination, cleanup operations and first-aid procedures. These activities shall be noted in the daily log book.
- I. Post safety warning signs which following the "Sample Format Warning Sign" shown below:

Sample Format Warning Sign
Minimum Size – 24” x 36”
Material - Aluminum or Fiberglass
Script:

DANGER

ASBESTOS

MAY CAUSE CANCER

CAUSES DAMAGE TO LUNGS

AUTHORIZED PERSONNEL ONLY

**WEAR RESPIRATORY PROTECTION AND PROTECTIVE
CLOTHING IN THIS AREA**

- J. During work activities requiring decontamination procedures, the Contractor shall provide a means of communication for the workers inside
- AR-GB-4

the work area without requiring personnel to enter or leave the work area. This method of communications shall be a two-way radio, localized wire-connected telephone, or similar system.

1. This communication system shall remain intact until the work area barriers are removed. Then all equipment shall be wiped down, HEPA vacuumed or disposed of as asbestos-contaminated material.
- K. Adequate shower facilities shall be provided by the Contractor. An employee leaving the work area shall following all decontamination procedures necessary or as described herein.

6.1.7 Superintendent, Foreman, Craftsman

- A. The Contractor shall have a job superintendent present at all times while work on this Contract is in progress.
- B. The Project Superintendent shall be thoroughly familiar and experienced with asbestos removal using glovebag procedures and related work and shall be familiar with and shall enforce the use of all safety procedures and equipment. He shall be knowledgeable to all EPA, OSHA, and NIOSH requirements and guidelines.
- C. In addition to the Superintendent, the Contractor shall furnish one (1) or more supervisors who are familiar and experienced with asbestos removal using glovebag procedures and its related work, safety procedures, and equipment.
 1. It shall be a requirement of this Contract that the superintendent and/or one (1) or more the Contractor's foremen be inside the work area at all times while work is in progress.
 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.

6.2 MATERIAL AND EQUIPMENT

6.2.1 Materials

- A. Deliver all materials in the original packages, container, or bundles bearing the name of the manufacturer and the brand name.
 1. Store all materials subject to damage off the ground, away from wet or damp surfaces, and under cover sufficient to prevent damage or contamination.
 2. 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.

- B. Plastic (polyethylene) sheet, of six (6) millimeter thickness or greater as specified in sizes to minimize the frequency of joints.
- C. Tape capable of sealing glovebags and for attachment of glovebags to finished or unfinished surface 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. Paperbacked tape is not acceptable.
- D. 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 surfactant to 5 gallons of water.
- E. Impermeable containers: Suitable to receive and retain any ACM or asbestos-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 six (6) millimeter thick.
- F. Warning labels and signs: As required by OSHA Regulation 29 CFR 1910.1001.
- G. 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.

6.2.2 Tools and Equipment

Provide suitable tools for use in a glovebag and suitable for the work at hand.

6.3 EXECUTION

6.3.1 Preparation

- A. Separation of Work Areas from Occupied Areas
 - 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 barriers, constructed as follows:

- a. Critical barriers between the work area and other areas of the building are to be constructed. The critical barriers shall consist of two (2) layers of six (6) millimeter plastic. If the integrity of the barriers is not acceptable to the onsite hygienist or the building owner's representative, then an acceptable wood frame shall be constructed so as to enhance the integrity of the barrier.
 - b. Place asbestos warning signs at the barrier and appropriate warning signs shall be posted on the containment walls and all entrances, exits and approaches to the work area to prevent unauthorized entrance to the work area. Signs must be placed conspicuously and must be easily read. Signs must conform to legal size and wording.
2. Shut down electric power. Provide temporary power and lighting and ensure safe installation of temporary power sources and equipment per applicable electrical code requirements as per section 3.5.1/C/1.
5. 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. See also section 3.6.1/A/3

B. Pre-Clean 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.
 - a. 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 cover with minimum of six (6) millimeter polyethylene.
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 with plastic sheeting sealed with tape. Use a minimum of one (1) layer of six (6) millimeter plastic on floors.
 - a. All joints in the plastic sheeting shall have a minimum of twelve (12) inches of overlap and shall be securely sealed with tape to prevent leakage of air and water.
 2. Maintain emergency and fire exits from the work areas, or establish alternative exits satisfactory to the building owner, building owner's representative, architect and AHJ or fire officials.
 3. Employ air filtration devices inside the work area.
- D. Decontamination Enclosure Systems
1. Building suitable decontamination systems as described in Section 3.6.1 (D). Decontamination systems may be located in an area remote from but central to the work.
- E. Maintenance of Enclosure System
1. Ensure that barriers are maintained and intact at all times. Repair damaged barriers and remedy defects immediately upon discovery.
 2. Visually inspect enclosures at the beginning of each work period.
- 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 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, and applicable notices posted, and permits obtained.
 6. The Contractor requests a pre-commencement inspection by the onsite hygienist or the building owner's representative.
 7. The onsite hygienist or the building owner's representative authorizes work to commence.

6.3.2 Asbestos Removal - Glovebag Procedures

NOTE: Glovebag removal should not be used if the use of the glovebag will cause fiber release from sections of the work that are not enclosed.

- A. Glovebags are single use items only, unless they have been designed and certified for multiple uses.
- B. Check pipe, valve, etc., to ensure that it is not too hot to work on.
- C. If insulation is badly damaged, fully wrap and seal those sections not being removed with polyethylene and tape.
- D. Determine the size of glovebag needed and slit sides of bag to fit around pipe to be serviced.
- E. Place all tools in tool pouch and attach glovebag to work area. Ensure that glovebag is secured to the work area so that it is able to support itself and all materials in it. Seal edges of glovebag to make an airtight seal.
- F. Thoroughly wet the work site insulation inside bag with amended water. Remove any wires, bands, or protection sheathing and re-wet insulation if necessary.
- G. Remove insulation while wetting insulation with amended water. Clean bare pipe of visible accumulations of ACM. Clean pipe with brush and then wet wipe. Apply encapsulant and seal exposed ends of insulation.
- H. Thoroughly clean all reusable tools in bag. Wash down inside of bag so that all visible debris is in bottom portion of bag.
- I. Place tools in glove and pull glove inside out. Seal glove from bag and cut off glove.
- J. Remove air from bag using HEPA filter equipped vacuum. Twist and seal bag with tape or tie. Remove glovebag.
- K. Inspect bare pipe for visible asbestos and clean work area.
- L. Properly dispose of coveralls, and other contaminated items. All contaminated materials must be disposed of properly as per Section 3.

6.3.3 Cleanup and Air Monitoring

- A. Employ the following procedures in cleaning up the work area:
 - 1. Wet clean all surfaces and remove all visible accumulation of ACM from the work area.
 - 2. Air sampling will be conducted during the glovebag removal. If the results of the air tests indicate a 0.01 f/cc level or greater, the work shall be stopped and the source of the fibers shall be

determined. Upon mitigation of the fiber source, authorization to continue the work may be issued.

3. After a visual inspection by the on-site hygienist or building owner's representative and encapsulation of the work area, a final air clearance test will be conducted.
4. The final air clearance test will be conducted in accordance with AHERA regulations (40 CFR Part 763). At minimum, the final air clearance test will consist of an air test by Phase Contrast Microscopy (PCM) with limits of 0.010 f/cc by NIOSH Method 7400.
5. The final clearance sample results shall be analyzed and the results made available to the building owner or building owners representative no more than twenty-four (24) hours after the samples have been collected from the work area.
6. **Additional testing required after the first 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 charge to the Contractor, one (1) test performed in each area. A test may consist of one sample or a series of samples performed at the same time.

6.3.4 Disposal of Asbestos-Containing Materials and Asbestos-Contaminated Waste

- A. Disposal of ACM and asbestos-contaminated wastes shall be as determined in Section 3.6.4.

6.3.5 Re-establishment of Objects and Systems

- A. Reestablish objects and systems in accordance with paragraph 3.6.5.

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

SECTION 7

ASBESTOS REMOVAL

NON-FRIABLE TRANSITE REMOVAL

7.1 SCOPE

6.1.1 This specification covers the abatement of asbestos containing transite panels.

7.2 DESCRIPTION OF WORK

7.2.1 The work specified herein shall be the removal of asbestos-containing transite panels by persons knowledgeable, qualified, and trained in the removal, treatment, handling, and disposal of asbestos-containing material, and the subsequent cleaning of the affected environment, and who comply with federal and state regulations which mandate work practices, and who are capable of performing the work of this contract.

7.2.2 The Contractor shall supply all labor, materials, equipment, services, insurance, and incidentals which are necessary or required to perform the work in accordance with applicable governmental regulations and these specifications.

7.3 APPLICABLE DOCUMENTS

7.3.1 The current issue of each document shall govern. Where conflict among requirements or with these specifications exists, the more stringent requirements shall apply.

7.3.1.1 Regulations: Comply with applicable federal, state, and local regulations.

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

7.3.1.3 Title 40, Code of Federal Regulations, Part 61, Subparts A and B, National Emissions Standards for Hazardous Air Pollutants. U.S. Environmental Protection Agency (EPA).

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

7.4 SUBMITTALS AND NOTICES:

7.4.1 Prior to the commencement of work:

7.4.1.1 Send a written notice of proposed abatement work, with copy to the building owner's representative, to the applicable air pollution control agency, state agency, and/or EPA as applicable, not fewer than ten (10) days before work commences on the Project.

- 7.4.1.2 Submit proof satisfactory to the building owner's representative that all required permits, site location, and arrangements for transport and disposal of asbestos-containing or contaminated materials, supplies, and the like have been obtained.
- 7.4.1.3 Submit to the building owner's representative plan and shop drawing for construction of decontamination enclosure systems and for isolation of the work areas in compliance with this specification and applicable regulations.
- 7.4.1.4 Submit documentation to the building owner's representative indicating that each employee has had instruction on the hazard of asbestos exposure, on use and fitting of respirator, on protective dress, on use of showers, on entry and exit of work areas, and on all aspects of work procedures and protective measures and understands this instruction.
- 7.4.1.5 Submit verification to building owner's representative, 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 prior to entering the work area. The OSHA required medical questionnaire should be filled out and taken to the medical doctor prior to the examination.
- 7.4.1.6 Submit names and training certificate of superintendent and foreman who will be performing work related to this project. Copies of these documents shall be maintained in the Project Log Book. Substitution may be made by written notice to building owner's representative.
- 7.4.1.7 Submit authorized personnel list of employees who have received training and medical examination. A copy of this list is to be maintained in Project Log Book.
- 7.4.1.8 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.
- 7.4.1.9 Post warning signs in and around the regulated area to comply with OSHA Regulations 29 CFR 1910.1001 (g)(1) and 1926.1101.
- 7.4.1.10 Owner, on-site hygienist or building owner's representative and Contractor must agree in writing on building condition prior to commencement of work. The Contractor shall submit an inventory of all items removed from the work area and an inventory of all items remaining in the work area.

7.1.4.11 All vacuums, negative air pressure equipment, and other local exhaust ventilation equipment must conform to ANSI Z9.2-79.

7.4.1.12 Asbestos abatement 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 fill out the enclosed check list to document the progression of the job. A separate checklist will be required for each individually prepped work area.

7.4.1.13 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's Regulation 29 CFR 1926.1101 (d).

7.4.2 Contractor must provide verification to the building owner's representative that the employer has provided the following information to the examining physician or physicians:

7.4.2.1 A copy of OSHA Regulation Standard 29 CFR 1926.1101.

7.4.2.2 A description of the affected employee's duties as they relate to the employee's exposure.

7.4.2.3 The employee's representative exposure level or anticipated exposure level.

7.4.2.4 A description of any personal protective and respiratory equipment used or to be used.

7.4.2.5 Information from previous medical examinations of the affected employee that is not otherwise available to the examining physician.

7.5 PERSONAL PROTECTION AND SAFETY:

7.5.1 The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, methods, and for any damages which may result from his operations, improper construction practices, or maintenance. He shall erect and properly maintain at all times as required by the conditions and progress of the work, proper safeguards for the protection of workmen and the public and shall post warning signs around the job site.

7.5.2 During the removal operations the Contractor may be placing his workers in a potentially hazardous electrical environment. Care and special consideration should be exercised by the Contractor to avoid electrical shock to his employees. The requirements as set forth in the latest edition of the National Electrical Code shall be adhered to at all times. Particular emphasis shall be placed on the requirements listed in Article 210-BRANCH CIRCUITS, Article 225-OUTSIDE BRANCH CIRCUITS AND FEEDERS, Article 250-GROUNDING, Article 300-WIRING METHODS, and Article 305-TEMPORARY WIRING, whenever and

wherever the existing electrical power service shall be de-energized pursuant to requirements of NEC/NFPA 70e and temporary electrical power utilized.

7.5.3 Respiratory protection requirements:

7.5.3.1 All respiratory protection programs shall be established in accordance with the respiratory protection requirements of 29 CFR 1910.134, CRF 1910.1001 and 1926.1101. Copies of these regulations are included herein by reference and shall be considered as a requirement of these specifications.

7.5.3.2 All respirators used shall be selected from those approved by the National Institute of Occupational Safety and Health (NIOSH) for use in atmospheres containing asbestos fibers.

7.5.3.3 Respiratory protection, half-face negative air-purifying respirators are required as a minimum.

7.5.3.4 All activities which are performed during and after removal and prior to the actual removal of the barrier (if applicable) shall be conducted wearing a half-face NIOSH approved negative air-purifying respirator.

7.5.3.5 Provide authorized visitors with sufficient sets of protective full body impervious protective clothing. Such clothing shall consist of full body coveralls and headgear. Provide eye protection and hard hats as required by applicable safety regulations. Reusable type protective clothing and footwear shall be left in the Contaminated Equipment Room until the end of the asbestos abatement work, at which time such items shall be disposed of as asbestos waste, or shall be thoroughly cleaned of all asbestos-containing material. Disposable type protective clothing, headgear, and footwear may be provided. Provide and post, in the Equipment Room and the Clean Room, the decontamination and work procedures to be followed by workers, and authorized visitors as described in these specifications.

7.5.3.6 Worker protection procedures: Each worker and authorized visitor shall, upon entering the job site: remove street clothes in the Clean Change Room and put on a respirator and clean protective clothing before entering the Equipment Room or the work area.

7.5.3.6.1 All workers and authorized visitors shall, each time they leave the work area: remove gross contamination from clothing before leaving the work area; proceed to the Equipment Room and remove all clothing except respirators; still wearing the respirator proceed naked to the showers, clean the outside of the respirator with soap and water while showering; remove the respiratory; thoroughly shampoo and wash themselves.

7.5.3.6.2 Following showering and drying off, each worker and authorized visitor shall proceed directly to the Clean Change

Room and dress in clean clothes at the end of each day's work, or before eating, smoking, or drinking. Before re-entering the work area from the Clean Change Room, each worker and authorized visitor shall put on a clean respirator and shall dress in clean protective clothing.

7.5.3.6.3 Contaminated work footwear shall be stored in the Equipment Room when not in use in the work area. Upon completion of asbestos abatement, dispose of footwear as contaminated waste.

7.5.3.6.4 Workers removing transite material from the enclosure shall enter the area from outside wearing a respirator and dressed in clean disposable coveralls.

7.5.3.6.5 Workers shall not eat, drink, smoke, or chew gum or tobacco while in the work area. The use of **any** tobacco, including electronic cigarettes and vaping, product is grounds for removal for the work site. See Administration regulations #1333 and Board Policy 1333 12/1/2007 for further details.

7.5.3.6.6 Workers shall be fully protected with respirators and protective clothing from the time of first disturbance of asbestos-containing or contaminated materials prior to commencing actual asbestos abatement and until final cleanup is completed.

7.5.3.7 Equipment removal procedures: Clean surfaces of contaminated containers and equipment thoroughly by wet sponging or wiping before moving such items in uncontaminated areas.

7.5.3.8 During summer work activities the work area environment may be very hot and humid. The Contractor shall take precautions to protect his workers from the hostile environment as well as the asbestos fibers. First-aid items such as stretchers, salt tablets, water and cold packs should be kept adjacent to the work area, thus allowing any personnel requiring emergency treatment egress from the work area with minimum contamination to the clean environment. No worker shall be allowed outside the work area to get water or first-aid supplies during break periods inside the work area. Breaks, lunch or worker rest periods should be held outside the work area. All decontamination procedures shall be followed prior to exiting the work area except in extreme emergencies.

7.5.3.9 During cold weather periods the workers shall be provided with adequate protection from the environment to not cause harm to the workers.

7.5.3.10 If evacuation of the work area is required by contaminated personnel due to an emergency, all work efforts shall stop, and all forces shall be directed at minimizing the area contamination, cleanup operations and first-aid procedures. These activities shall be noted in the daily log book.

7.5.3.11 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

MAY CAUSE CANCER

CAUSES DAMAGE TO LUNGS

AUTHORIZED PERSONNEL ONLY

**WEAR RESPIRATORY PROTECTION AND PROTECTIVE
CLOTHING IN THIS AREA**

7.5.3.12 Adequate shower facilities shall be provided by the Contractor. An employee leaving the work area shall follow all decontamination procedures necessary or as described herein.

7.6 SUPERINTENDENT, FOREMAN, CRAFTSMAN:

- 7.6.1 The Contractor shall have a job superintendent present at all times while work on this contract is in progress.
- 7.6.2 The project superintendent 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.
- 7.6.3 In addition to the Superintendent, the Contractor shall furnish one (1) or more foremen who are familiar and experienced with asbestos removal and its related work, safety procedures, and equipment.
- 7.6.4 It shall be a requirement of this Contract that the superintendent and/or one (1) or more of the Contractor's foremen be inside the work area at all times while work is in progress.
- 7.6.5 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.

7.7 MATERIAL AND EQUIPMENT

7.7.1 Materials

Materials shall be as described in Section 3.4

7.7.2 Tools and Equipment

Provide suitable tools for removal of transite panels and asbestos-contaminated debris.

7.8 EXECUTION

7.8.1 Preparation

7.8.1.1 Prepare the work area:

7.8.1.1.1 Where practical, a barrier around the transite panels is to be constructed. The barrier shall consist of two (2) layers of six (6) millimeter plastic sheeting. If the integrity of the barrier is not acceptable by the on-site hygienist or the building owner's representative then an acceptable wood frame shall be constructed as to enhance the integrity of the barrier.

7.8.1.1.2 The barrier shall be constructed so as to isolate the removal work area.

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

7.8.1.1.4 Maintain established emergency and fire exits, or establish alternative exits satisfactory to the building owner, building owner's representative, architect and AHJ or fire officials.

7.8.1.1.5 Outside perimeter of the work area shall be defined by a barricade established at a minimum of twenty (20) linear feet from the work. Appropriate warning signs shall be posted to prevent unauthorized entrance to the work area.

7.8.1.2 Decontamination enclosure systems:

7.8.1.2.1 Decontamination systems may be located in an area remote from but central to the work.

7.8.1.2.2 In all cases access between contaminated and uncontaminated rooms or areas shall be through an air lock previously defined.

7.8.1.3 Maintenance of barrier system:

7.8.1.3.1 Ensure that barriers and plastic linings are effectively sealed and taped. Repair damaged barriers and remedy defects immediately upon discovery.

7.8.1.3.2 Visually inspect barriers at the beginning of each work period.

7.8.1.4 Asbestos removal work shall not commence until:

7.8.1.4.1 Arrangements have been made for disposal of waste at an acceptable site.

7.8.1.4.2 Work areas and decontamination enclosure systems and parts of the building required to remain in use are effectively segregated.

7.8.1.4.3 Tools, equipment, and material waste receptors are on hand.

7.8.1.4.4 Arrangements have been made for building security with the building owner and other prime contractors.

7.8.1.4.5 All other preparatory steps have been taken and applicable notices posted and permits obtained.

7.8.1.4.6 Removal work will not begin until the on-site hygienist or building owner's representative authorized work to commence, in writing.

7.8.2 Asbestos Removal

7.8.2.1 Prepare site per paragraph 7.8.1.

7.8.2.2 Remove and clean any fixtures or objects, which can be removed, that may interfere with the transite panel removal. Use hand-held water spraying or HEPA vacuum equipment during fixture and object removal to reduce fiber dispersal.

7.8.2.3 The transite panels are to be removed in sections when possible. This will be accomplished as follows:

7.8.2.3.1 Thoroughly wet the areas with amended water where the transite panels are fastened.

7.8.2.3.2 Unfasten the transite by either unscrewing the bolts if possible or cutting with a blow torch if necessary. Appropriate safety measures will be followed if cutting with a blow torch is necessary.

7.8.2.3.3 The transite panels shall be carefully placed on the floor. The transite panels should never be allowed to drop.

During this operation a HEPA vacuum will be kept in the immediate vicinity so as to clean up any friable material generated. Under no circumstances should the transite panels be cut, drilled, or have any activity performed which would generate fibers or friable material.

7.8.2.3.4 When obstructions are present which prevent removal of the transite panels after all fasteners have been removed, the panels may be broken. Breaking the transite panels may be accomplished by hand or with an acceptable hand tool. The entire area to be broken must first be wetted with amended water. Care shall be taken to minimize the generation of any fibers or friable material.

7.8.2.3.5 During each day's work, the transite panels shall be enclosed in six (6) millimeter thick polyethylene plastic, before the wetted areas dry. The transport vehicle can be lined with six (6) millimeter polyethylene plastic such as to constitute an enclosure for the transite panels. The on-site hygienist or building owner's representative shall deem if the enclosure is acceptable. All debris generated from the removal shall be placed in sealed containers. The containers shall be labeled in accordance with OSHA Regulation 29 CFR 1910.1001 (g)(2). Clean external surfaces of containers thoroughly by wet sponging in the designated area. Move containers to holding area pending disposal. Ensure that containers are removed from the holding area by workers who have entered from uncontaminated work areas and are dressed in clean overalls and wearing an appropriate respirator.

7.8.3 Cleanup and Air Monitoring

7.8.3.1 During the work, the on-site hygienist or building owner's representative and/or the Owner's Environmental Consultant shall monitor the background fiber levels, outside fiber levels, and the work area fiber levels.

7.8.3.2 Employ the following procedures in cleaning up the work area:

7.8.3.2.1 Wet clean all surfaces and remove all visible accumulation of asbestos containing material from the work area. Prepare the work area for the air test, which will be performed after a visual inspection and encapsulation of the work area.

7.8.3.2.2 Once the work area is clean of visible accumulations of asbestos material, the on-site hygienist or building owner's representative 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.

7.8.3.2.3 The final clearance sample results shall be analyzed and the results made available to the building owner or building owners representative no more than twenty-four (24) hours after the samples have been collected from the work area.

7.8.3.2.4 After barriers are removed, the onsite hygienist or the building owner's representative will conduct a thorough visual inspection. Contractor shall continue cleaning the work site until it passes the visual inspection.

7.8.3.2.5 **Additional testing required after the first 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 charge to the Contractor, one (1) test performed in each area. A test may consist of one (1) sample or a series of samples performed at the same time.

7.8.4 Disposal of Asbestos-Containing Materials and Asbestos Contaminated Waste

7.8.4.1 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.

7.8.4.2 Bags of contaminated asbestos materials removed from the work area 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.

7.8.4.3 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.

7.8.4.4 The drums or bags shall be cleaned in the equipment decontamination area as previously described and placed in the transport vehicle.

7.8.4.5 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.

7.8.4.6 Respiratory protection will be required in loading and unloading asbestos materials.

7.8.4.7 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.

7.8.4.8 Activities involving the removal of waste, loading onto vehicle, and disposal at the landfill, shall be documented in daily reports. A second document, landfill manifest, shall be completed when material disposed at landfill. Both documents shall indicate date and volume of material handled.

7.8.4.8.1 Asbestos waste:

7.8.4.8.1.1 All wastewater shall be filtered through a five-micron filter prior to final disposal in a sanitary sewer. In the absence of a sanitary sewer system, the wastewater shall be drummed and transported to a landfill per the previous requirements for disposal.

7.8.4.8.1.2 Asbestos waste other than contaminated water shall be drummed or bagged and transported as previously described.

7.8.5 Re-establishment of Objects and Systems:

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

7.8.5.2 Remount objects in the course of the work in their former positions. Repair any moveable or fixed objects damaged during the course of the work.

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

7.8.5.4 Repaint any areas damaged during the course of the work unless this work is scheduled to be repaired by others.

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

SECTION 8

NON-FRIABLE BLACKBOARD GLUE DOT REMOVAL

8.1 GENERAL

8.1.1 Scope

This section covers the abatement of blackboard glue dots.

8.1.2 Description of Work

- A. Remove all blackboard glue dots for the installation of new smart boards and display boards. All glue dots shall be removed to original plaster or concrete walls by asbestos abatement contractor.
- B. The work specified herein shall be the removal of glue dots by persons knowledgeable, qualified, and trained in the removal, treatment, handling, and disposal of asbestos-containing material, and the subsequent cleaning of the affected environment, and who comply with federal and state regulations which mandate work practices, and who are capable of performing the work of this contract.
- C. The Contractor shall supply all labor, materials, equipment, services, insurance, and incidentals which are necessary or required to perform the work in accordance with applicable governmental regulations and these Specifications.
- D. Related Work Specified Elsewhere; refer to:

Asbestos Removal – Sections 2 and 3

8.2 MATERIAL AND EQUIPMENT

8.2.1 Materials

Materials shall be as described in Section 3.

8.2.2 Tools and Equipment

- A. Provide approved scrappers and knives for the removal of the glue dots.
- B. If asbestos-containing glue dots are rendered friable during the removal, then the entire work area must be fully contained in accordance with Section 3 of this specification.

8.3 EXECUTION

8.3.1 Preparation

A. Prepare Work Area

1. Critical barriers between the work area and other areas of the building are to be constructed. The critical barriers shall consist of two (2) layers of 6-mil fire retardant plastic sheeting. If the integrity of the barrier is not acceptable to the onsite hygienist or the building owner's representative, then an acceptable wood frame shall be constructed so as to enhance the integrity of the barrier.
2. All HVAC registers, diffusers, duct, etc. shall be cleaned and sealed with plastic and duct tape.
3. Maintain established emergency and fire exits or establish alternative exit satisfactory to owner, owner's representative, architect and AHJ or fire officials.
4. Outside access to the work area shall be restricted and security of the work area is the responsibility of the Contractor. Appropriate warning signs shall be posted at all entrance, exits or approaches to the regulated areas to prevent unauthorized entrance to the work area.
5. Air filtration devices (AFD's) shall be employed inside the work area to provide air changes.

B. Decontamination Enclosure System

Workers should have access to a suitable decontamination system as described in Section 3, specifically a shower facility to be provided by the asbestos abatement contractor.

In all cases, access between contaminated and uncontaminated rooms or areas shall be through an airlock previously defined.

C. Maintenance of Barrier 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 barriers at the beginning of each work period.

D. 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 with the owner and other prime contractors
5. All other preparatory steps have been taken and applicable notices posted and permits obtained.
6. The Contractor requests a pre-commencement inspection, in writing.
7. Removal work will not begin until the on-site hygienist or building owner's representative authorizes work to commence, in writing.

8.3.2 Asbestos Removal

- A. Prepare site in accordance with paragraph 4.3.1.
- B. Contractor shall utilize scrappers and knives to remove all glue dots in an intact condition.
- C. The contractor will remove all glue dots and blackboards with the glue dots as asbestos containing waste.
- D. Contractor shall exercise extreme caution when removing the glue dots to ensure that the surfaces from which they are removed are not damaged in any way. The asbestos abatement contractor is responsible for all patching of surfaces where glue dots are removed.
- E. There will be no encapsulation following non-friable glue dot removal.
- F. Contractor shall utilize safe work practices and proper cleanup procedures.
- G. Personal protection shall be Tyvek suits and half-face air purifying respirators with HEPA cartridges or filters at a minimum.
- H. All debris generated from the removal shall be placed daily in sealed containers. The containers shall be labeled in accordance with OSHA Regulation 29 CFR 1910.1001(g) (2) and NESHAP 61.149(d). Clean external surfaces of containers thoroughly by sponging in the designated areas. Move containers to holding area pending disposal. Ensure that containers are removed from the holding area by workers who have entered from uncontaminated work areas and are dressed in clean coveralls and wearing an appropriate respirator.

8.3.3 Cleanup and Air Monitoring

During the work, the API shall monitor the outside fiber levels.

Employ the following procedures in cleaning up the work area:

- A. Prepare the work area for the air test, which will be performed after a visual inspection and encapsulation of the work area.

The final air clearance test will be conducted in accordance with AHERA (40 CFR 763) and the City of Philadelphia Asbestos Control Regulations protocol. At minimum, the final air clearance test will consist of an air test by phase contrast microscopy (PCM) with limits of 0.010 f/cc by NIOSH Method 7400.

The final clearance sample results shall be analyzed and the results made available to the building owner or building owners representative no more than twenty-four (24) hours after the samples have been collected from the work area.

After barriers are removed, the onsite hygienist or the building owner's representative will conduct a thorough visual inspection. Contractor shall continue cleaning the work site until it passes the visual inspection.

Additional testing required after the first 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 charge to the Contractor, one (1) test performed in each area. A test may consist of one (1) sample or a series of samples performed at the same time.

- B. After barriers are removed, the on-site hygienist or building owner's representative will conduct a final thorough visual inspection. The Contractor shall continue cleaning the work site until it passes the visual inspection.

8.3.4 Disposal of Asbestos-Containing Materials and Asbestos-Contaminated Waste

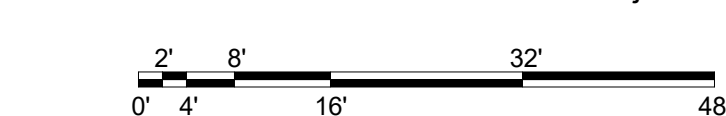
Disposal shall be performed in accordance with section 3.

8.3.5 Re-establishment of Objects and Systems

Re-establish objects and systems in accordance with section 3.

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

All work to be performed second shift, or after hours during school occupancy



Drawing Title:

COMPOSITE
DEMOLITION PLAN






Drawing Number:

AD101

Abatement done over Easter Break 2021, if work proceeds beyond the start of school then balance needs to be completed second shift.



1	COMPOSITE FIRST FLOOR DEMOLITION PLAN
AD101	SCALE: 1/16" = 1'-0"

	Ceiling demolition and elbow abatement Phase 2 - 3/31/2021
	Chalkboard, glue dot removal Phase 2 - 3/31/2021
	Air Cell Pipe Insulation abatement Phase 2 - 3/31/2021
	Fire Door removal and abatement Phase 2 - 3/31/2021
	Floor tile and mastic abatement Phase 2 - 3/31/2021

NOTE: MODULAR CLASSROOM TO BE REMOVED IN THEIR ENTIRETY. PATCH & REPAIR REMAINING BUILDING TO ENSURE WATER TIGHT CONSTRUCTION.

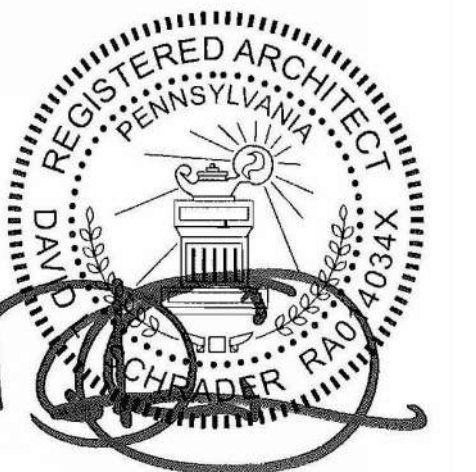
SCHRADER GROUP
61 Leverington Ave, Suite 105
Philadelphia, PA 19127
: 215 482 7440
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Consultants:
Civil:
Boucher & James Inc.
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(215) 345-9400

MEP:
Snyder Hoffman Associates
1005 W Lehigh St.
Bethlehem, PA 18018
(610) 694- 8020

Structural Engineer
SCHRADER GROUP
153 East King Street, Suite 211-212
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(717) 299-4470

Professional Seal:



Owner:
North Penn School District
401 EAST HANCOCK STREET
LANDSDALE, PA 19446

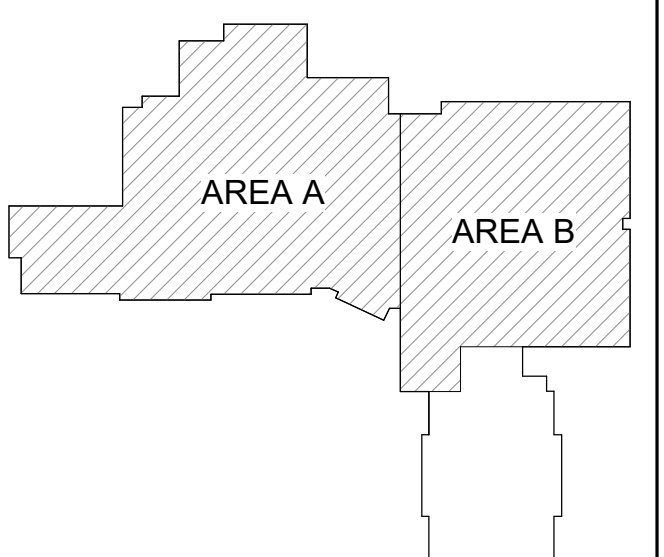
Additions and Renovations to:

Knapp Elementary School

698 KNAPP ROAD LANSDALE, PA 19446

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Key Plan:

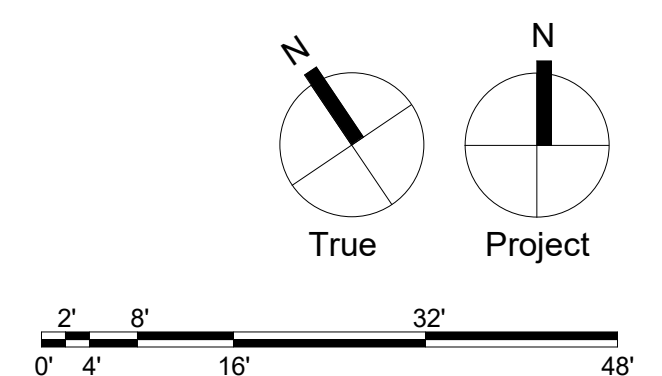


Drawing Title:

COMPOSITE
DEMOLITION PLAN

Drawing Number:

AD101



Drawing Date 02/12/2020

PERMIT SET - 01.09.2020 - NOT FOR CONSTRUCTION

All work to be performed second shift, or after hours during school occupancy

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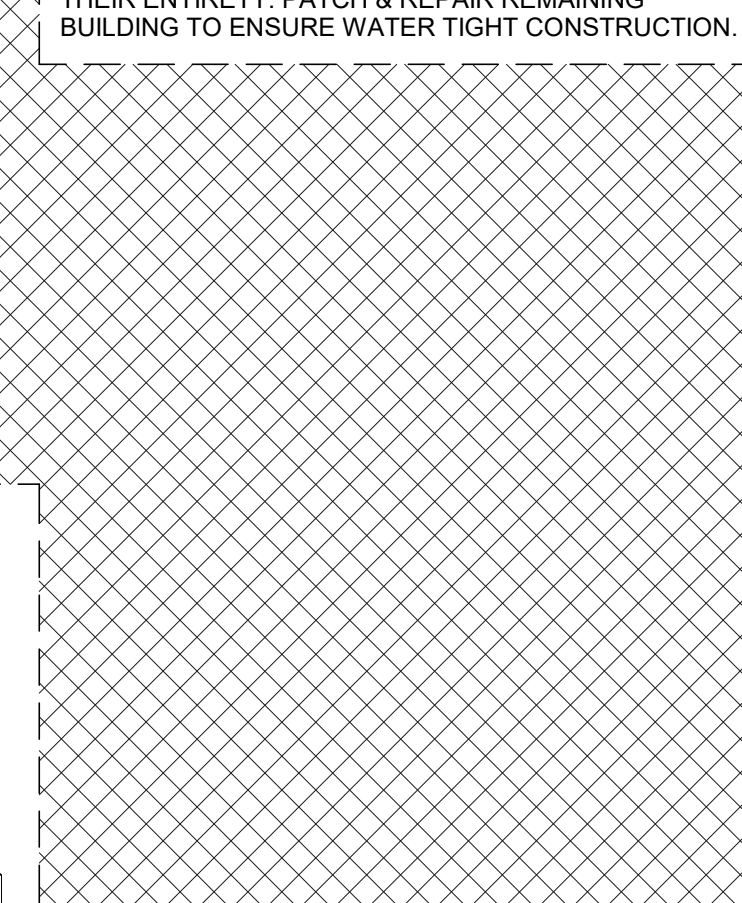
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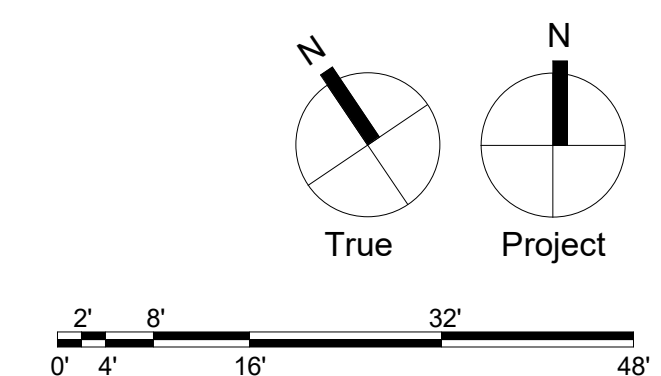
SG PROJECT NUMBER: 19-006

The diagram illustrates two overlapping regions, AREA A and AREA B, which share a common intersection. AREA A is the region on the left, and AREA B is the region on the right. The intersection of the two areas is shaded with diagonal lines, while the non-overlapping parts of each area are white. This visualizes the concept of the union of two sets, where the total area covered by both sets is the sum of their individual areas minus the area of their intersection.

AD101



1	COMPOSITE FIRST FLOOR DEMOLITION PLAN
AD101	SCALE: 1/16" = 1'-0"



PERMIT SET - 01.09.2020 - NOT FOR CONSTRUCTION

All work to be performed second shift, or after hours during school occupancy

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North Penn School District

Additions and Renovations to:
 Knapp Elementary School
 KNAPP ROAD LANSDALE, PA 19446

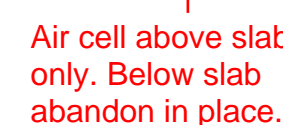
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SG PROJECT NUMBER: 19-006

The diagram shows two overlapping regions, AREA A and AREA B. AREA A is on the left and AREA B is on the right. The intersection of the two areas is shaded with diagonal lines, representing the common area between them.

COMPOSITE
DEMOLITION PLAN

AD101



AD101 SCALE: 1/16" = 1'-0"

AD101 SCALE: 1/16" = 1'-0"



PERMIT SET - 01.09.2020 - NOT FOR CONSTRUCTION

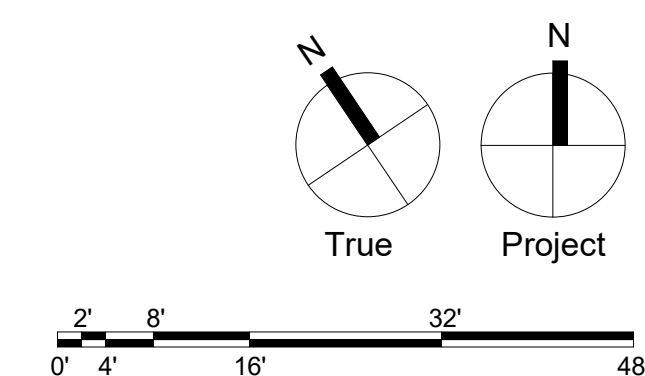
All work to be performed second shift, of after hours during school occupancy

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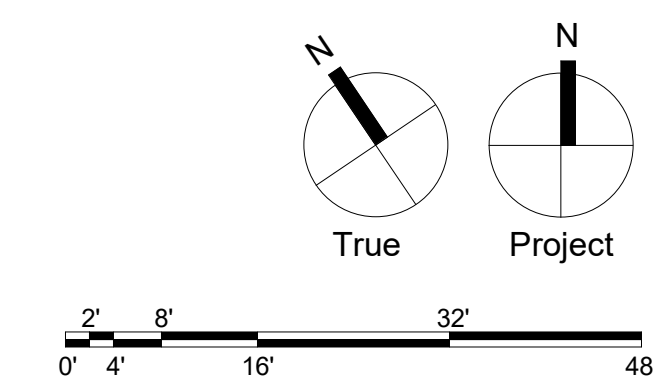
DATE: 01/09/2020

SG PROJECT NUMBER: 19-006

The diagram shows two overlapping areas, AREA A and AREA B, both filled with diagonal hatching. AREA A is on the left and AREA B is on the right. Below AREA B is a third, unshaded area that is also hatched. A vertical line is on the far left.

COMPOSITE
DEMOLITION PLAN

AD101



Drawing Date 02/12/2020

PERMIT SET - 01.09.2020 - NOT FOR CONSTRUCTION

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The following table shows the results of the regression analysis. The dependent variable is the number of days absent from work due to illness or injury. The independent variables are age, gender, education, experience, tenure, and income. The R-squared value indicates the proportion of variance explained by the model.

North Penn School District

401 EAST HANCOCK STREET
LANDSDALE, PA 19446

Additions and Renovations to:

North Penn SD Knapp
Elementary School

700 KNAPP ROAD LANSDALE, PA 19446

[illegible]

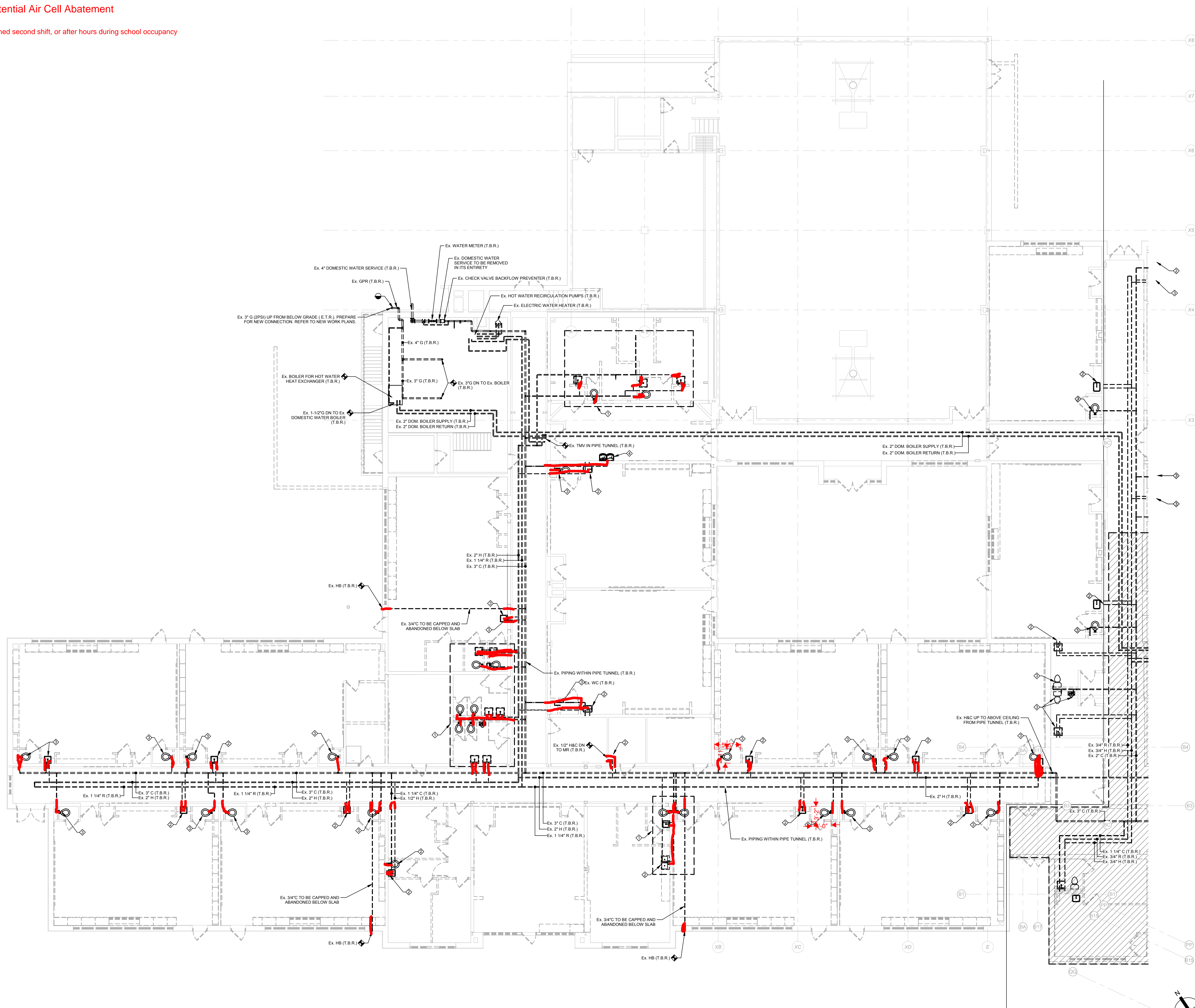
DATE: 01/08/2020

SG PROJECT NUMBER: 19-006

PARTIAL DEMOLITION PLAN - AREA A - WATER & GAS PIPING

Drawing Number:

PD102.1



1 | PARTIAL DEMOLITION PLAN - WATER & GAS PIPING - AREA A
PD102.1 | SCALE: 1/8" = 1'-0"

Drawing Date 02/12/2020

PERMIT SET - NOT FOR CONSTRUCTION