



240 Continental Drive, Suite 200  
Newark, Delaware 19713  
Tel. (302) 738-7551  
Fax (302) 454-5989/5988

**Addendum**

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Brandywine School District  
Claymont, Delaware

BID NO. 1-13-01

BSD Demolition Projects

Tt Project No. 15704-09001

Addendum No. 01  
to  
Drawings and Project Manual

December 7, 2012

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To: ALL BIDDERS

This ADDENDUM forms a part of the BIDDING AND CONTRACT DOCUMENTS and modifies the following documents:

Original DRAWINGS dated November 29, 2012

PROJECT MANUAL dated October 21, 2012

Acknowledge receipt of the ADDENDUM in the space provided on the FORM OF PROPOSAL

This ADDENDUM consists of (1) page and the following:

**ATTACHMENTS**

Meeting Record  
Prebid Sign-in Sheet  
Plan Holder's List (Bid Register)  
Bush School Environmental Bid Document  
Former Administration Building Environmental Bid Document

**END OF ADDENDUM 01**

## Meeting Record

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Meeting Date: November 29, 2012

Publication Date: December 7, 2012

Prepared By: Tim Skibicki, AIA

Attendees: Pre-Bid Meeting Attendees (see attached list)

Additional Distribution: John Read, Brandywine School District  
Carol Riddle, BSD

Project No.: 15704-09001

Regarding: Brandywine School District Demolition Projects- Pre-Bid Meeting

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<b>Item Number</b>	<b>Item</b>	<b>Action</b>
1.	Tim Skibicki stated the purpose of the meeting was to hold a pre-bid meeting for Brandywine School District demolition project - Bid # 01-13-01.	
2.	Bids Due @ 2:00 PM, January 10 <sup>th</sup> @ Brandywine Operations Center, 4 Mt. Lebanon Road, Wilmington, DE 19803	
3.	Documents can be purchased at Tetra Tech's office for a non-refundable \$100.00 fee per set.	
4.	Please submit all questions to Tim Skibicki via email @ <a href="mailto:tim.skibicki@tetrattech.com">tim.skibicki@tetrattech.com</a> or via fax @ 302.454.5989.	
5.	Substitution requests will be considered during the bidding phase only and must be submitted in writing as required by the specifications.	
6.	With the exception of this Addendum Only plan holders who purchased drawings from Tetra Tech will receive future Addenda.	
7.	A 10% Bid Security as well as performance and payment bonds are required to be submitted with bids.	
8.	The Subcontractor's List on the bid form was reviewed. There were no comments or requests for revisions. Only subcontractors that are performing the work should be listed on the subcontractor's List.	
9.	Permits are the responsibility of the demolition contractor.	
10.	All contractors performing work in New Castle County (NCCO) are required to have a NCCO contractor's license including subcontractors.	

11. The project schedule was reviewed. It was stated that Brandywood Elementary School is the first priority and the abatement has already been completed on that project. All three (3) projects will be required to have 90% grass germination prior to receiving Certificate of Occupancy. Project Schedule is defined in the Summary Specification section in the Project Manual.
12. The project scope was reviewed. Tim Skibicki stated that original drawings of the three buildings are included in the construction documents, however; measurements or surveys of the building itself were not performed. The drawings are for reference only and are not to be considered "existing condition" documents. The demolition contractor is responsible for visiting the site to take field measurements and verify existing conditions as deemed necessary. The contractor is responsible for removing the building in its entirety. Change order proposals for conditions in the building structure, above or below grade that vary from the contract documents, will not be entertained.
13. Alternates were reviewed.
14. PDF's of the contract documents can be made available to Plan Holders upon request.
15. Post Meeting Note:  

Regarding Boilers: the two (2) Boilers at Brandywood Elementary have been dismantled and abated. The former Administration Building has one boiler that does not contain asbestos. The Bush School has one tube style boiler which will be dismantled (and abated if necessary). The boilers at the three Buildings, whole or dismantled, will be the responsibility of the demolition Contractor to remove and dispose of.
16. Environmental Bid Documents will be issued as an attachment to this Addendum (Addendum #1).
17. Demolition Contractor is responsible for providing the Certified Construction Reviewer (CCR) inspection duties as required by DNREC for Stormwater Management and Sediment Controls Measures.



TETRA TECH

240 Continental Drive, Suite 200, Newark, Delaware 19713

PREBID MEETING SIGN-IN SHEET

Brandywine School District  
BSD DEMOLITION PROJECT Bid # 1-13-01  
.....  
Tt PROJECT NO.: 143-15704-09001  
DATE: November 29, 2012

Name	Company	Physical Address	Telephone	Fax	e-mail
1 GARY CARDEWALE	NATIONAL WASTE & Recycling Services	225 Turbul Bull Ave Hammitt NJ 08610 600 S BRANDY WINE DOWNTOWN PA	(609) 890-7455	(609) 890-3900	GaryC@CardewaleWaste.com
2 JUAN FIELD	TERRA TECHNICAL		610-269-1010	610-269-6355	JFIELD@TERRA.WA
3 Darryl menze	RePiorson	426 Sycamore Road Piles Grove NJ	609 832 0032		Dmenze@replama.com
4 Ross Kemske	ADTEL Const.	10-102 Deice Newark DE 19702	302-383-3095		RKEMSKE@A-DEL.com
5 Michael Dvornak	Dvornak Const. & Design	207 SILVER Birch Ln SEAFORD DE 19701	302-855-2522	302 858-1671	michael@dvorak CONSTRUCTION design . com
6 George Mangan	JPC Group	228 Blackwood Barns bar Ren Blackwood NJ	856-232-0400	856-232-1343	George@jpcgroupinc.com
7 Jerry Howard	Fitzgerald Demo	17057 Fitzgerald Rd Lincolnton DE 19160	302 842 2699	302 482 2496	Fitzgerald@FEMO. @UNIVERSITY.NJ

8 Chloe Chaney Swain Ex Inc. 18678 Unit 1 302-422-4349 302-422-9028 C.H.N. @ AOL.Cd

Sherman Av.  
Lynch Deln. 18960

9 \_\_\_\_\_  
\_\_\_\_\_ ADE DESIGN CONTRACTING. COM \_\_\_\_\_  
\_\_\_\_\_ DESIGN CONSTRUCTION INC PO BOX 25125 WILM. DE 19899 302-429-6900  
\_\_\_\_\_ REYBOLD 106 E. SCOTLAND DR 302 388 6712 PMCNEUS@REYBOLD.COM

11 \_\_\_\_\_  
\_\_\_\_\_ Mandcorp PO Box 1192 Dover DE 19903 302-678-9300 mandcorp@comcast.net

12 \_\_\_\_\_  
\_\_\_\_\_ Jim Runyon Meco demolition 684 Dunks Ferry Rd 215-768-0373 J Runyon @ Meco demolition, com  
\_\_\_\_\_ Bensalem, PA 19006

13 \_\_\_\_\_  
\_\_\_\_\_ Craig Cody \_\_\_\_\_ Cody @ Meco demolition, com

14 \_\_\_\_\_  
\_\_\_\_\_ \_\_\_\_\_

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18 \_\_\_\_\_  
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19 \_\_\_\_\_  
\_\_\_\_\_ \_\_\_\_\_

- 20 David Booth Neuber Environmental 42 Ridge Rd. Phoenixville, PA 19460 (610) 933-4332 davebooth@neuber  
ear.com
- 21 James Mscisz USA Environmental 8436 Centerville Ave Phila. PA 19153 215-365-5810 JMscisz@  
USATEMI.COM
- 22 Val Verissimo BRISTOL INDS. CORP P.O. BOX 12304 WILM., DE 19850 302-292-1401 Acristolood.com
- 23 F. Eruba C. O. STARBUCK P.O. Box 12524 WILM. DE 215-477-3232 Val@coscibm.com
- 24 José George Whiting-Turner 131 <sup>suite 404</sup> Constitution Ave Newark DE 302-292-0676 jg@whiting-turner.com
- 25 Frank Townsend FFI 13 Beth Dr. ~~Wilmington~~ WILM DE 302-420-1242 FFIGC@  
NSW.COM
- 26 Bob Lubick B.R.B. Cont. 677 Gates Lane 19406 610-476-2301 Lilubick@Adl.Com  
King of Prussia
- 27 Don Yareck Castle Crest 185A Old New Castle 302-326-3600 302-526-3601  
Churchmans Rd DE 19200
- 28 WAYNE BELLAMY THOMAS BLDG GR. 35 ALBIDA NEWARK, DE 19202 302-293-8514 wbellamy@tdgde.com
- 29 \_\_\_\_\_
- 30 \_\_\_\_\_

# SIGN IN SHEET

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JERRY HOWARD Fitzgerald Demo 302 422 2496

C. Lee Chaney Swain Excavation Inc 302-422-4349

Val Verissimo BRISTOL IND. CORP 302-292-1401

GARY CARTEVALE NATIONAL WASTE & Recycling (609) 890-2455  
GAYC@CRANWATERDEPOT.M.COM

MICHAEL DVORAK Duonal Const. & Design 302-832-1222  
302-229-9614

Jim Runyon - Mecco Demolition Inc. JRunyon@MeccoDemolition.com  
FAX-609-298-2120 215-768-0333 CELL  
215 671 9535 OFFICE

Darryl Mease R.E. Pierson 609 839 0032  
Dmease@RecDemol.com

ANDREW DIFFLEY DESIGN CONTRACTING, Inc 302-429-6900 F  
ADD@DESIGNCONTRACTING.COM 429 6925 F

ROBERT KEMSKIE A-DEL CONSTRUCTION 302-383-3095

FRANK TOWNSEND RFI 302-420-1242  
FFIGC@MSN.COM

James Mscisz USA Environmental 215-365-5810

Kevin Killeen IPC

Bids Due: **2:00 p.m., January 10, 2013 at**  
**Brandywine Operations Center (Formerly Data Service Center**  
**4 Mount Lebanon Road**  
**Wilmington, DE 19803**

**REGISTER OF BID DOCUMENTS**  
**PLEASE PRINT CLEARLY**

**\$ 100.00 per set**

<p>#01</p>	<p>Name of Company: <u>Dvorak Construction &amp; Design</u></p> <p>Physical Address: <u>207 Silver Birch Ln.</u>  City, State: <u>Bear, DE 19701</u></p> <p>Contact: <u>Michael Dvorak</u> GC: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/></p> <p>Phone: <u>(302) 229-9614</u></p> <p>Fax: <u>(302) 838-1671</u> Date: <u>11/29/2012</u></p> <p>E-Mail: <a href="mailto:michael@dvorakconstructiondesign.com">michael@dvorakconstructiondesign.com</a></p>
<p>#02</p>	<p>Name of Company: <u>R.E. Pierson</u></p> <p>Physical Address: <u>426 Swedesboro Road</u>  City, State: <u>Piles Grove, NJ 08098</u></p> <p>Contact: <u>Darryl Mease</u> GC: YES <input type="checkbox"/> NO <input type="checkbox"/></p> <p>Phone: <u>(609) 839-0032</u></p> <p>Fax: <u>(856) 769-5630</u> Date: <u>11/29/2012</u></p> <p>E-Mail: <a href="mailto:Dmease@repdemo.com">Dmease@repdemo.com</a></p>
<p>#03</p>	<p>Name of Company: <u>Design Contracting, Inc.</u></p> <p>Physical Address: <u>1000 N. Heald St.</u>  City, State: <u>Wilmington, DE 19802</u></p> <p>Contact: <u>Andrew Diffley</u> GC: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/></p> <p>Phone: <u>(302) 429-6900</u></p> <p>Fax: <u>(302) 429-6925</u> Date: <u>11/29/2012</u></p> <p>E-Mail: <a href="mailto:ad@designcontracting.com">ad@designcontracting.com</a></p>

Bids Due: **2:00 p.m., January 10, 2013 at**  
**Brandywine Operations Center (Formerly Data Service Center**  
**4 Mount Lebanon Road**  
**Wilmington, DE 19803**

**REGISTER OF BID DOCUMENTS**  
**PLEASE PRINT CLEARLY**

**\$ 100.00 per set**

<b>#04</b>	<p>Name of Company: <u>Tetra Technical Ser.</u></p> <p>Physical Address: <u>600 S. Brandywine Ave.</u>  City, State: <u>Downingtown, PA 19335</u></p> <p>Contact: <u>Juan Field</u> GC: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/></p> <p>Phone: <u>(610) 269-1010</u></p> <p>Fax: <u>(610) 269-6355</u> Date: <u>11/29/2012</u></p> <p>E-Mail: <a href="mailto:jfield@goterra.com">jfield@goterra.com</a></p>
<b>#05</b>	<p>Name of Company: <u>National Waste &amp; Recycling Services</u></p> <p>Physical Address: <u>225 Turnbull Ave.</u>  City, State: <u>Hamilton, NJ 08610</u></p> <p>Contact: <u>Gary Carnevale</u> GC: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/></p> <p>Phone: <u>(609) 890-2455</u></p> <p>Fax: <u>(609) 890-3900</u> Date: <u>11/29/2012</u></p> <p>E-Mail: <a href="mailto:GaryC@carnevaledisposal.com">GaryC@carnevaledisposal.com</a></p>
<b>#06</b>	<p>Name of Company: <u>Thomas Building Group</u></p> <p>Physical Address: <u>35 Albe Dr.</u>  City, State: <u>Newark, DE 19702</u></p> <p>Contact: <u>Wayne M. Bellamy</u> GC: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/></p> <p>Phone: <u>(302) 293-8514</u></p> <p>Fax: <u>(302) 283-0610</u> Date: <u>11/29/2012</u></p> <p>E-Mail: <a href="mailto:wbellamy@tbgde.com">wbellamy@tbgde.com</a></p>

Bids Due: **2:00 p.m., January 10, 2013 at**  
**Brandywine Operations Center (Formerly Data Service Center**  
**4 Mount Lebanon Road**  
**Wilmington, DE 19803**

**REGISTER OF BID DOCUMENTS**  
**PLEASE PRINT CLEARLY**

**\$ 100.00 per set**

<p align="center">#07</p>	<p>Name of Company: <u>JPC Group, Inc.</u></p> <p>Physical Address: <u>228 Blackwood-Barnsboro Rd.</u>  City, State: <u>Blackwood, NJ 08012</u></p> <p>Contact: <u>George Manogue</u> GC: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/></p> <p>Phone: <u>(215) 787-7824</u></p> <p>Fax: <u>(856) 232-1243</u> Date: <u>11/29/2012</u></p> <p>E-Mail: <a href="mailto:georgem@jpcgroupinc.com">georgem@jpcgroupinc.com</a></p>
	<p align="center">#08</p>
<p align="center">#09</p>	<p>Name of Company: <u>B.R.B. Contractors</u></p> <p>Physical Address: <u>677 Coates Lane</u>  City, State: <u>King of Prussia, PA 19406</u></p> <p>Contact: <u>Bob Lilick</u> GC: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/></p> <p>Phone: <u>(610) 476-2301</u></p> <p>Fax: <u>(610) 275-0768</u> Date: <u>11/29/2012</u></p> <p>E-Mail: <a href="mailto:lil76ick@aol.com">lil76ick@aol.com</a></p>

Bids Due: **2:00 p.m., January 10, 2013 at**  
**Brandywine Operations Center (Formerly Data Service Center**  
**4 Mount Lebanon Road**  
**Wilmington, DE 19803**

**REGISTER OF BID DOCUMENTS**  
**PLEASE PRINT CLEARLY**

**\$ 100.00 per set**

<p>#10</p>	<p>Name of Company: <u>A-Del Construction Co.</u></p> <p>Physical Address: <u>10 A-Del Drive</u>  City, State: <u>Newark, DE 19702</u></p> <p>Contact: <u>Rob Kemske II</u> GC: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/></p> <p>Phone: <u>(302) 383-3095</u></p> <p>Fax: _____ Date: <u>11/29/2012</u></p> <p>E-Mail: <u><a href="mailto:Rkemske@A-Del.com">Rkemske@A-Del.com</a></u></p>
<p>#11</p>	<p>Name of Company: <u>Meco Demolition, Inc.</u></p> <p>Physical Address: <u>684 Dunksferry Rd.</u>  City, State: <u>Bensalem, PA 19020</u></p> <p>Contact: <u>Craigg Cody</u> GC: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/></p> <p>Phone: <u>(610) 496-6165</u></p> <p>Fax: _____ Date: <u>11/29/2012</u></p> <p>E-Mail: <u><a href="mailto:ccody@mecodemolition.com">ccody@mecodemolition.com</a></u></p>
<p>#12</p>	<p>Name of Company: <u>FFI</u></p> <p>Physical Address: <u>13 Perth Dr.</u>  City, State: <u>Wilmington, DE 19803</u></p> <p>Contact: <u>Frank Townsend</u> GC: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/></p> <p>Phone: <u>(302) 420-1242</u></p> <p>Fax: <u>(302) 478-0900</u> Date: <u>11/30/2012</u></p> <p>E-Mail: <u><a href="mailto:FFIGC@msn.com">FFIGC@msn.com</a></u></p>

Bids Due: **2:00 p.m., January 10, 2013 at**  
**Brandywine Operations Center (Formerly Data Service Center**  
**4 Mount Lebanon Road**  
**Wilmington, DE 19803**

**REGISTER OF BID DOCUMENTS**  
**PLEASE PRINT CLEARLY**

**\$ 100.00 per set**

<b>#13</b>	Name of Company: <u>Construction Data Company</u>			
	Physical Address: <u>One Oakbrook Terrace, Suite 510</u>			
	City, State: <u>Oakbrook Terrace, IL 60181</u>			
	Contact: <u>DaVonna Corzine</u>	GC:	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
	Phone: <u>512-634-5980</u>			
	Fax: <u>866-714-9554</u>	Date: <u>12/4/2012</u>		
	E-Mail: <u><a href="mailto:plans@cdcnews.com">plans@cdcnews.com</a></u>			
<b>#14</b>	Name of Company: <u>Construction Software Technologies</u>			
	isqft planroom			
	Physical Address: <u>c/o Service Point 211 N. 13th St</u>			
	City, State: <u>Philadelphia, PA 19107</u>			
	Contact: <u>April Ayers</u>	GC:	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
	Phone: <u>800-364-2059 x8106</u>			
	Fax: <u>866-570-8187</u>	Date: <u>12/4/2012</u>		
	E-Mail: <u><a href="mailto:philly@isqft.com">philly@isqft.com</a></u>			
<b>#15</b>	Name of Company: <u>MidAtlantic Dismantlement</u>			
	Physical Address: <u>913 Horse Pond Rd / P.O. Box 1192</u>			
	City, State: <u>Dover DE 19901 / Dover DE 19903</u>			
	Contact: <u>Matt Mitten</u>	GC:	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
	Phone: <u>302-678-9300</u>			
	Fax: <u>302-678-9304</u>	Date: <u>12/6/2012</u>		
	E-Mail: <u><a href="mailto:madcorp@comcast.net">madcorp@comcast.net</a></u>			

**BIDDING DOCUMENT**

**Contract No. 1-13-04**

**Brandywine School District  
Bush Early Education Center**

Bidding Document for

Asbestos Abatement and  
Universal and Hazardous Waste Collection and Disposal

October 25, 2012

## **INSTRUCTION TO BIDDERS**

### ***1. DEFINED TERMS***

Terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

1.1 Bidder - one who submits a Bid directly to Owner as distinct from Sub-bidder, who submits a bid to a bidder.

1.2 Issuing Office - the office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

1.3 Successful Bidder - the lowest, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

1.4 Owner - the "Owner" in all documents contained in this Contract, shall be Brandywine School District.

1.5 Consultant - the firm that has been subcontracted by the Brandywine School District to manage this Contract.

### ***2. QUALIFICATIONS OF BIDDERS***

2.1 Contractor shall have a State of Delaware issued Asbestos Abatement Contractor License in good standing and employ individually licensed Asbestos Abatement Supervisor and Abatement Workers. Licenses shall be kept current through the duration of the project.

2.2 Contractor shall have a licensed electrician as part of the team, to perform work including, but not limited to, de-energizing lighting fixtures and installing temporary power fixtures.

2.3 In selecting the lowest responsive, responsible Bidder, consideration will be given not only to the financial standing but also to the general competency of the Bidder for the performance of the Work covered by the Bid. To this end, each Bid shall be supported by a statement of the Bidder's experience as of recent date on the form entitled "Bidder's General Information," bound herein. General Bid information provided shall include indication of the successful completion of three (3) projects of similar scope and nature as described under section 10 of the Bidder's General Information.

### ***3. EXAMINATION OF CONTRACT DOCUMENTS AND THE SITE***

3.1 It is the responsibility of each Bidder before submitting a Bid:

A. To examine thoroughly the Contract Documents and other related data identified in the

Bidding Documents;

- B. To visit the site to become familiar with and satisfy Bidder as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work;
- C. To consider Federal, State and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work;
- D. To study and carefully correlate Bidder's knowledge and observations with the Contract documents and such other related data; and
- E. To promptly notify Owner of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Contract Documents and other such related documents.

3.2 Before submitting a Bid, each Bidder will be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid or performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

#### **4. INTERPRETATIONS AND ADDENDA**

4.1 All questions about the meaning or intent of the Bidding Documents are to be directed to the Consultant in writing. Interpretations or clarifications considered necessary by Owner and/or Consultant in response to such questions will be issued by Addenda emailed or delivered to all parties recorded by Owner as having received the Bidding Documents. Questions will be received by the Consultant until Thursday, November 8, 2012. Only questions answered by formal written Addenda will be binding. Oral or other interpretations or clarifications will be without legal effect.

4.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner.

4.3 Any changes to the Contract documents shall be made only by written Addenda. Bidders shall bear the entire responsibility for being sure they have received any and all Addenda. After the Bids have been received, no claim that the Bidder did not have complete information will be considered. No verbal agreement or conversation with any officer, agent or employee of the School District, either before or after the execution of this Contract, shall affect or modify any of the terms or conditions outlined herein.

## ***5. BID SECURITY***

5.1 Each Bid must be accompanied by Bid security made payable to Owner in an amount of no less than ten percent of the Bid price and in the form of a certified or cashier's check or a Bid Bond on the Bid Bond form attached.

5.2 The Bid security of Successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security, and met the other conditions required by the Contract Documents, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the required Contract security within ten days after the Award of Contract, Owner may annul the award of Contract, and the Bid security of that bidder will be forfeited. The Bid security of the other Bidders whom the Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the thirty-fifth day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven days after the Bid opening.

## ***6. BIDFORM***

6.1 The Bid Proposal form is included with the Bid Documents: additional copies may be obtained from the Owner or the Owner's Consultant. Please note a fee may be required to obtain the Bid Documents.

6.2 The Bidder must bid on all portions or groups of work presented in the bid. All blanks on the Bid Proposal form must be completed in black or blue ink or by typewriter. Failure to complete all blanks in the Bid Form will be considered non-responsive. All names must be typed or printed in black or blue ink below the signature.

6.3 The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid proposal form).

All bids must be signed by, or on behalf of, the legal entity making the bid. In the event a bid is made by a corporation, the Bid Proposal form shall be signed by the President whose signature shall be attested by the Secretary with the corporate seal placed thereon. In the event the corporation has duly authorized another person(s) to sign on behalf of the President and/or Secretary, a copy of said authorization shall accompany the bid. In case of an individual making a bid on their own behalf, the bid shall be signed by that individual or shall be accompanied by an authorization signed by the individual permitting the signature of the bid and other documents on behalf of that individual.

6.4 A completed Non-Collusion Affidavit and list of Subcontractors/Teaming Partners must accompany each Bid. All blanks on the Non-Collusion affidavit must be completed in black or blue ink or typewritten.

## ***7. SUBMISSION OF BIDS***

7.1 Bids will be received by the Brandywine School District until 2:00 p.m., Thursday, November 15, 2012 at the District office (formerly Data Service Center) located at 4 Mount Lebanon Road, Wilmington, Delaware. The Bidder shall provide one original and two copies of all documents submitted. The copies must be exact replicas of the original. If there are any discrepancies in the documents, the Owner reserves the right to use the lowest cost or other information that is to the benefit of the Owner as identified in either the original or copies.

7.2 Sealed envelopes containing the bids shall be clearly marked in the upper left-hand corner with the name and address of the Bidder and shall bear the words " **Sealed Bid – Bush Early Education Center Asbestos Abatement Contract No. 1-13-04**", the name of Owner, the address where the bid is to be delivered or mailed to, and the date and hour of opening of bids. The Bid Security shall be enclosed in the same envelope with the Bid.

## ***8. MODIFICATION AND WITHDRAWAL OF BIDS***

8.1 Bids may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Bids are to be submitted a minimum of two days prior to the opening of Bids.

## ***9. OPENING OF BIDS***

9.1 Bids will be opened and read aloud publicly at the place where the bids are to be submitted.

## ***10. BIDS TO REMAIN SUBJECT TO ACCEPTANCE***

10.1 All Bids will remain subject to acceptance for sixty (60) days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the date.

## ***11. AWARD OF CONTRACT***

11.1 Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner.

11.2 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibilities, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons, organizations to perform and



furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

11.3 If the Contract is awarded, it will be awarded to the lowest bidder whose evaluation indicates that the award will be in the best interests of the Project. Portions of the Contract will not be split between contractors.

## ***12. CONTRACT SECURITY***

12.1 When the Successful Bidder delivers the executed Agreement to the Owner, it must be accompanied by the required Performance and Payment Bonds.

## ***13. UNIT PRICES***

13.1 This Contract is a Lump Sum Fixed Price Contract for each Group contained within the Project. The Owner reserves the right to reject any bid based upon their bid analysis.

13.2 Change Orders will not be given for any work shown on the Plans. Change Orders will only be granted for work that is considered above and beyond the standard scope of the Project.

## ***14. STATE WAGE RATES***

Applies to all contractors and subcontractors

14.1 Minimum Wages – It is the Bidders responsibility to review and use the appropriate rates established in the State Prevailing Wages - Prevailing Wages for Building Construction Effective March 15, 2012.

All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

14.2 The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- A. Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be



performed by the classification requested is not performed by a classification in the wage determination; and

- B. The classification is utilized in the area by the construction industry; and
- C. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- D. With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

14.3 If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

14.4 In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

14.5 The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

14.6 Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

14.7 If the contractor does not make payments to a trustee or third party person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Prevailing Wage Rates have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations



under the plan or program.

### ***15. SAFETY STANDARDS***

All items supplied and all work completed on this project shall comply with the current applicable Occupational Safety and Health Standards Act of 1970, the National Electrical Code, National Mechanical Code, the National Fire Protection Code, and other applicable Federal, State, and Local codes, as well as provisions in the Technical Specifications regarding safety. Bidder assumes all responsibility of jobsite safety.

### ***16. SCOPE OF WORK***

The Scope of Work to be completed as part of this project is detailed in the in the following documents which are considered part of this Bidding Document:

1. Master Specification for Asbestos Abatement/Decontamination for Brandywine School District, Various Schools;
2. Site Specific Section 01013 – Summary of the Work – Asbestos Abatement for the Bush Early Education Center;
3. Site Specific Section 17001 – Universal and Hazardous Waste Removal for the Bush Early Education Center.

**BID FORM**

Bidder's Firm Name: \_\_\_\_\_

Bidder's Address: \_\_\_\_\_

Bidder's Phone Number: \_\_\_\_\_

Bidder's Fax Number: \_\_\_\_\_

The undersigned bidder proposes to furnish all permits, labor, materials, tools, supplies, insurance, pay all applicable taxes, provide prevailing wage documentation, and perform the proposed work pursuant to Scope of Work of this document and as provided in the Contract Documents for the performance of the above referenced ("Project"), for the lump sum unit rate costs of:

Line Item	Item	Individual Price	Per unit	Number of units	Extended Costs
<b>Group A – Asbestos Abatement Unit Rates</b>					
1	<b>Chalk boards and adhesive material</b>		units	10	
2	<b>Sink brush / trowel on material</b>		units	8	
3	<b>9" x 9" Floor tile material</b>		square feet	12, 303	
4	<b>12" x 12" Floor tile and mastic materials</b>		square feet	5,573	
5	<b>Large elbows / fittings / valves materials</b>		units	125	
6	<b>Joint compound and drywall materials</b>		square feet	4,664	
7	<b>Exterior / interior door buck / frame caulk materials</b>		units	40	
8	<b>Window caulk material</b>		units	34	
9	<b>Limited disassembly and demolition of boiler to provide access for sampling</b>		unit	1	

Total Price for Group A: \$ \_\_\_\_\_  
(Price in numbers)

Total Price for Group A: \_\_\_\_\_  
(Price in words)

In the event that the actual quantity varies by more than 10% above or below the estimated quantities presented in section A, the individual prices will be used to calculate an add/deduct cost.

Unit rates are to include all applicable labor, equipment, and materials to properly abate the identified material as pursuant to the requirements detailed in the Scope of Work.

Line Item	Item	Individual Price	Per unit	Number of units	Extended Costs
<b>Group B – Universal and Hazardous Material Collection, Transportation, and Disposal Rates</b>					
1	PCB-containing Light Ballast		pound	400	
2	Emergency Exit and Lighting Lead Acid Batteries		battery	16	
3	Fire Extinguishers		unit	10	
4	Decommission Ansul® Fire System		unit	1	
5	Refrigerant (multiple compressors)		pound	20	

Total Price for Group B: \$ \_\_\_\_\_  
(Price in numbers)

Total Price for Group B: \_\_\_\_\_  
(Price in words)

In the event that the actual quantity varies by more than 10% above or below the estimated quantities presented in section B, the individual prices will be used to calculate an add/deduct cost.

Unit rates are to include all applicable labor, equipment, and materials to properly collect, package, transport, and dispose the identified material as pursuant to the requirements detailed in the Scope of Work.

Line Item	Item	Individual Price	Per unit
<b>Group C – Alternates</b>			
1	Complete abatement of boiler material(s) in the event sample analysis indicates the material(s) is asbestos-containing		Boiler

It is the Bidder's responsibility to review the specifications and the premises. The Bidder shall, before his bid submission, be held responsible to have examined: all matters referred to in the Contract Documents and Specifications; any addenda to these documents, if issued; the premises so as to have satisfied himself as to the existing conditions of the premises; and the limitations under which the work shall be executed. Any plans, reports, etc. are for reference purposes only.

The contractor further understands and agrees that he will perform and complete all work in accordance with the Contract Documents and will accept in full compensation therefore, the amount of the Bid. Prevailing wage documentation is required to be submitted with each invoice. No payment will be made to the contractor without providing the prevailing wage documentation.

I/we hereby state that we have reviewed the specifications and have agreed to the scope prior to submitting this proposal.

Bidder's Firm Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Phone / Fax Number: \_\_\_\_\_

To complete the scope of work as stated in the bid documents, the Bidder intends:

\_\_\_\_\_ working days;

\_\_\_\_\_ number of shifts per working day;

\_\_\_\_\_ number of workers per shift.

Items to be included with this completed bid form:

- \_\_\_\_\_ Copy of current generic Insurance Certificate
- \_\_\_\_\_ Copy of State of Delaware Business License
- \_\_\_\_\_ List of Subcontractors/Teaming Partners, if applicable
- \_\_\_\_\_ Bidder's General Information Form
- \_\_\_\_\_ Bid Bond, or Certified/Cashier's Check
- \_\_\_\_\_ Non-Collusion Statement

# BIDDER'S GENERAL INFORMATION

The bidder shall furnish the following information. Additional sheets shall be attached as required. Failure to complete the Bidder's General Information may cause the Bid to be nonresponsive and may cause its rejection.

1. BIDDER'S/CONTRACTOR'S name and address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. CONTRACTOR'S telephone number:

\_\_\_\_\_

3. CONTRACTOR'S license number:

\_\_\_\_\_

4. When organized:

\_\_\_\_\_

5. If a corporation, where incorporated:

\_\_\_\_\_

6. How many years have you been engaged in the contracting business under your present firm or trade name:

\_\_\_\_\_

7. Have you ever failed to complete any work awarded to you?  
where and why?

\_\_\_\_\_ If so,  
\_\_\_\_\_

8. Have you ever defaulted on a contract?

\_\_\_\_\_ If so, where and why?

9. Name of person who inspected the site of the proposed Work for the Bidder:

Name:

Date of

Inspection:

\_\_\_\_\_

10. List of the three (3) recent projects completed involving work of similar type and complexity, listing the following data for each project:

(1) Project Name

Contract Price

Name, Address and Telephone Number of Owner's Representative

\_\_\_\_\_  
\_\_\_\_\_

(2) Project Name

Contract Price

Name, Address and Telephone Number of Owner's Representative

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(3) Project Name \_\_\_\_\_  
Contract Price \_\_\_\_\_  
Name, Address and Telephone Number of Owner's Representative \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the "Owner" in verification of the recitals comprising this Bidder's General Information.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
(NAME OF BIDDER)

By: \_\_\_\_\_

Title: \_\_\_\_\_

State of: \_\_\_\_\_ County of: \_\_\_\_\_,

being duly sworn, deposes and says that he/she answers to \_\_\_\_\_

\_\_\_\_\_  
(NAME OF ORGANIZATION)

the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
(NOTARY PUBLIC)

My Commission  
Expires \_\_\_\_\_

# LIST OF SUBCONTRACTORS/TEAMING PARTNERS

Bidder's Firm Name: \_\_\_\_\_

Bidders that propose using subcontractors for any specialized work must submit their company information and copies of any related current license for the work they propose to complete.

If, necessary, copy this sheet to provide more detail.

<b>Company</b>	<b>Address</b>	<b>Contact</b>	<b>Phone Number</b>	<b>Area of Expertise / License #</b>

# NON-COLLUSION AFFIDAVIT

State of \_\_\_\_\_ :

County of \_\_\_\_\_ : s.s.

I state that I am \_\_\_\_\_ of \_\_\_\_\_  
(TITLE) (NAME OF MY FIRM)

and that I am authorized to make this Affidavit on behalf of my firm, and its owner's, directors, and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Bid.

I state that:

- 1) The price(s) and amount(s) of this Bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- 2) Neither the price(s) nor the amount(s) of this Bid, and neither the approximate price(s) nor approximate amount(s) of this Bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- 3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this Contract, or to submit a bid higher than this Bid, or to submit any intentionally high or non-competitive bid or other form of complimentary bid.
- 4) The Bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complimentary or other non-competitive bid
- 5)

\_\_\_\_\_ Its affiliates, subsidiaries, officers,  
(NAME OF MY FIRM)

directors, employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

I state that \_\_\_\_\_ understands and acknowledges that  
(NAME OF BIDDER'S FIRM)

the above representations are material and important, and will be relied on by Brandywine School District in awarding the Contract(s) for which this Bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Brandywine School District of the true facts relating to the submission of bids for the Contract.

\_\_\_\_\_  
(NAME OF BIDDER)

SWORN TO AND SUBSCRIBED  
BEFORE ME this \_\_\_\_\_

DAY OF \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
(NOTARY PUBLIC)

\_\_\_\_\_  
(MY COMMISSION EXPIRES)

**BID BOND**

(Not Necessary if Certified or Cashier's Check is Used)

KNOW ALL MEN BY THESE PRESENT THAT \_\_\_\_\_ Of  
(NAME OF CONTRACTOR)

\_\_\_\_\_ In the County of \_\_\_\_\_ in the State of \_\_\_\_\_  
(CITY or TOWN) (COUNTY) (STATE)

as surety, legally authorized to do business in the State of Delaware, are held and firmly bound unto the

Brandywine School District in the sum of \_\_\_\_\_ Dollars, or 10% not to exceed

\_\_\_\_\_ Dollars, to be paid to said Brandywine School District, for which payment well

and truly to be made, we do bind ourselves, and each of our heirs, executors, administrators and successors, jointly and severally, for and in the whole, firmly by these presents. Sealed with our seals, dated the

\_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord, Two Thousand Twelve (2012).

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the above bound principal

\_\_\_\_\_ who has submitted to said Brandywine School District, a certain proposal to enter into a certain Contract shall be awarded said Contract, and

\_\_\_\_\_ shall well and truly enter into and execute said Contract

and furnish therewith such Surety Bond or Bonds as may be required by the terms of said Contract and approved by said Brandywine School District, said Contract, and said Bond to be entered into within twenty (20) days after the date of official Notice of Award thereof in accordance with the terms of said Proposal, then this obligation to be void, otherwise shall remain in full force and virtue.

SIGNED AND SEALED IN

THE PRESENCE OF A WITNESS:

SIGNED: \_\_\_\_\_

BY: \_\_\_\_\_

SIGNED: \_\_\_\_\_

BY: \_\_\_\_\_

(SEAL)

# PERFORMANCE BOND

(With Corporate Surety)

KNOW ALL MEN BY THESE PRESENT, that we, \_\_\_\_\_

\_\_\_\_\_  
(NAME AND ADDRESS OF CONTRACTOR)

As PRINCIPAL and \_\_\_\_\_ a corporation incorporated under  
(SURETY COMPANY)

the laws of the State of \_\_\_\_\_ as SURETY are held and firmly bound unto  
(NAME OF STATE)

Brandywine School District \_\_\_\_\_ in the full and just sum of

\_\_\_\_\_ (\$ \_\_\_\_\_ ) dollars,  
(WRITTEN DOLLAR AMOUNT)

lawful money of the United States of America, to be paid to the said Municipality or its assigns, to which payment will and truly to be made, we bind ourselves, and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a Contract with the above Municipality, bearing even date herewith, for the undertaking of certain obligations as therein set forth.

NOW, THEREFORE, the condition of these obligations such that if the bounden Principal, as Contractor, shall in all respects comply with and faithfully perform the terms and conditions of said Contract, including the Specifications and conditions referred to and made a part thereof, and such alterations as may be made in said Specifications as therein provided, and shall well truly, and in a manner satisfactory to the School District fulfill all obligations as therein set forth, then this Obligation shall be void, but otherwise the same shall be and remain in full force, virtue and effect.

It is further provided that any alteration which may be made in the terms of the Contract or its specifications with the express approval of the School District or the Principal to the other, shall not in any way release the Principal and the Surety or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alteration or forbearance being hereby waived.

IN WITNESS WHEREOF, the said Principal and pursuant to due and legal action authorizing the

same to be done Surety have duly executed this Bond under Seal, on \_\_\_\_\_  
(DATE OF BOND)

SIGNED AND SEALED IN  
THE PRESENCE OF A WITNESS:

SIGNED: \_\_\_\_\_

(SEAL) \_\_\_\_\_

BY: \_\_\_\_\_  
(NAME)

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

(SEAL) \_\_\_\_\_

SIGNED: \_\_\_\_\_  
(SURETY COMPANY)

TITLE: \_\_\_\_\_

BY: \_\_\_\_\_  
(NAME)

TITLE: \_\_\_\_\_

# PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT, that we,

\_\_\_\_\_  
(NAME AND ADDRESS OF CONTRACTOR)

As PRINCIPAL and \_\_\_\_\_ a corporation incorporated under  
(SURETY COMPANY)

the laws of the State of \_\_\_\_\_ as SURETY are held and firmly bound unto  
(NAME OF STATE)

Brandywine School District \_\_\_\_\_ in the full and just sum of

\_\_\_\_\_ (\$ \_\_\_\_\_ ) dollars,  
(WRITTEN DOLLAR AMOUNT)

lawful money of the United States of America, to be paid to the said School District or its assigns, to which payment well and truly to be made, we bind ourselves, and each of our heirs, executors, administrators, Successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a Contract with the above School District, hereinafter called Obligee, bearing even date herewith, for the approximate sum of \_\_\_\_\_ (\$ \_\_\_\_\_ ) dollars.

NOW, THEREFORE, the condition of these obligations such that if the bounden PRINCIPAL shall and will promptly pay or cause to be paid in full all sums of money which may be due by contract or otherwise, to any individual, firm, partnership, association or corporation, for all material furnished or labor supplied or performed in the prosecution of the work, whether or not the said material or labor entered into and became component parts of the work and for rental of the equipment used and services rendered by public utilities in, or in connection with the prosecution of such work, then this obligation to be void, otherwise to remain in full force and effect.

The PRINCIPAL and SURETY, hereby, jointly and severally, agree with the Obligee herein that any individual firm, partnership, association or corporation, which has performed labor or furnished material in prosecution of the work as provided, and any public utility which has not been paid in full therefore, may sue in assumption on this Payment Bond in his, their, or its own name and may prosecute the same to final judgment for such sum or sums as may be justly due him, them or it, and have execution thereon. Provided, however, that the Obligee shall not be liable for the payment of any costs of expenses of such suit.

RECOVERY by any individual, firm, partnership, association or corporation hereunder shall be subject to the provisions of the "Public Works Contractors' Bond Law of 1967," Act No. 385, approved December 20, 1967, P.L. 869, which Act shall be incorporated herein and made a part hereof, as fully and completely as though its provisions were fully and at length herein recited.

It is further provided that any alteration which may be made in the terms of the Contract or in the work to be done or materials to be furnished or labor to be supplied or performed under it or the giving by the Obligee of any extension of time for the performance of the Contract or any other forbearance on the part of either the Obligee or the Principal to the other, shall not in any way release the PRINCIPAL and the SURETY or SURETIES of any such alteration, extension or forbearance being hereby waived.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have duly executed this Bond under seal this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

SIGNED AND SEALED IN THE PRESENCE OF A WITNESS:

SIGNED: \_\_\_\_\_

(SEAL)

BY: \_\_\_\_\_  
(NAME)

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

(SEAL)

SIGNED: \_\_\_\_\_  
(SURETY COMPANY)

TITLE: \_\_\_\_\_

BY: \_\_\_\_\_  
(NAME)

TITLE: \_\_\_\_\_

**Master Specification for Asbestos Abatement/Decontamination for  
Brandywine School District  
Various Schools**

**(Electronic copy provided on compact disk)**

**Site Specific Section 01013 – Summary of the Work – Asbestos Abatement  
Bush Early Education Center**



**BrightFields, Inc.**  
Environmental Services

September 11, 2012

Ms. Terri McCall  
State of Delaware  
Office of Maintenance and Budget  
Division of Facilities Management  
540 S. DuPont Highway, Suite 1  
Dover, Delaware 19901

RECEIVED

SEP 18 2012

FACILITIES MANAGEMENT

**RE: Brandywine School District  
Bush Early Education Center  
101 Whitby Drive  
Wilmington, Delaware  
BrightFields File # 2092.04.74  
BUSH - TASK 3**

Dear Ms. McCall:

Enclosed please find the Site Specific Section 01013 – Summary of the Work – Asbestos Abatement for the above mentioned project site, asbestos-containing materials were identified within the subject property slated for demolition and confirms the requirement for abatement by a licensed abatement contractor. The following Section 01013 has been prepared as an addendum to the Master Specification for asbestos abatement for the Brandywine School District, Various Schools which was reviewed and approved by the State of Delaware Office of Maintenance and Budget Division of Facilities Management on February 22, 2012. We are seeking your review and concurrence prior to initiation of the required abatement work on this project.

Please contact me at (302) 656-9600 if you have any questions.

Sincerely,  
BrightFields, Inc.

Monty W. Krough, Sr.  
AHERA Certified Project Designer No. 016725

Attachments: Project Specific P.E. Signature Page  
Section 01013 – Summary of the Work – Asbestos Abatement  
Project Specific Prevailing Wage Rate Sheet

In accordance with Delaware Code, Title 16, Chapter 78, Paragraph 7805 (1), the State of Delaware Facilities Management has reviewed this Specification and approves its use for the above mentioned project.

Signature: Terri McCall Date: 9/20/2012  
Print: TERRI MCCALL

State of Delaware, Office of Management and Budget, Division of Facilities Management



## **Attachment 1**

### **Project Specific P.E. Signature Page**



**BrightFields, Inc.**  
Environmental Services

To the best of my knowledge, the attached site specific, **01013 summary of work** (asbestos abatement) has been prepared from the information provided by the owner, physical observations of the building(s), and has been prepared in accordance with standard industry practices and all applicable federal, state and local codes and environmental regulations. The site specific 01013 scope of work becomes part of the Master Specification for Asbestos Abatement/Decontamination for Brandywine School District, Various Schools previously submitted and approved by Facilities management.

It is ultimately the responsibility of the Abatement Contractor to inspect all existing conditions prior to the execution of the contract and also to comply with all applicable State, Local, and Federal Codes and environmental regulations during all aspects of the abatement project.

A handwritten signature in blue ink that reads "Kenneth L. Hannon".

\_\_\_\_\_  
Kenneth L. Hannon, P.E.  
Delaware P.E. #17368

Date: 09/10/12

## **Attachment 2**

### **Section 01013 – Summary of the Work – Asbestos Abatement**

**BrightFields, Inc.**

**SECTION 01013 - SUMMARY OF THE WORK - ASBESTOS ABATEMENT**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings (figure 1) provided at the end of this Section and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 WORK COVERED BY CONTRACT DOCUMENTS**

- A. **The Project** name is Asbestos Abatement at The Brandywine School District, Bush Early Education Center.
  - 1. **Project Location:** Bush Early Education Center, 101 Whitby Drive, Wilmington, DE 19803
  - 2. **Owner:** Brandywine School District, 4 Mt. Lebanon Road, Wilmington, DE 19803
- B. **Contract Documents:** Prepared for the project by Brightfields, Inc. 801 Industrial Ave. Suite 1, Wilmington, DE 19802

Conditions that are indicated on the Contract Documents include but are not limited to the following:

- 1. Master Specification For the Brandywine School District #2092.04.74, Dated 2/20/2012
- 2. Site Specific Scope of Work #2092.04.74 Bush Task 3, Dated 9/11/2012
- 3. Any Addenda to the Specification or the Scope of Work

Notices & Permits:

- 1. Job Site Notices & Permits:
  - a. Equal Employment Opportunity
  - b. Material Safety Data Sheets for Encapsulating Agents, Glues, Etc.
  - c. Federal EPA 10-day Notification
  - d. State of Delaware (DNREC) 10-day Notification
  - e. Prevailing Wage Determination
  - f. Emergency Planning Procedures
  - g. Sub-Contractors List

Work to be performed prior to work under this contract: The owner shall remove all moveable, un-contaminated objects from the work area that are slated for public auction.

Work to be performed subsequent to work under this contract: Upon completion of asbestos removal and subsequent decontamination, contractor shall secure affected window openings to ensure the security of the building envelope. This includes but is not limited to installation and anchoring of minimal 1/4 inch sheathing over each window opening and attaching to the opening in such a matter as to not allow access or removal from the exterior of the building.

**BrightFields, Inc.**

- C. The Work** consists of the proper removal of all asbestos containing chalk board and adhesives, floor tile, floor tile mastic, interior / exterior door buck / frame caulk, window caulk, brush on / trowel on sink insulation materials.
- D. The Work** will be constructed under a single prime contract.

Removal Procedures:

**Please note: Abatement activities cannot begin or be completed without the Owner's State of Delaware licensed Project Monitor present.**

- A. Gross removal of ACM floor tile, floor tile mastic, chalk boards, associated adhesive, brush on / trowel on sink insulation, joint compound and associated drywall:
  - 1. Install a 3-stage decontamination unit with shower at the entrance to the work area/containment. The decontamination unit will be erected in such a manner as to allow for a separate equipment room/bag-out. In no instance will the personal decontamination unit be used as a bag-out/equipment passage.
  - 2. Install and run HEPA filtered air filtration devices. Pre-clean any areas needing critical barriers and install critical barriers.
  - 3. The work area containment shall consist of two layers of all criticals (building slated for demolition).
  - 4. Establish and maintain a pressure differential of -0.02 inches of water measured on a strip chart recorder or other approved method. The owners' representative shall inspect and record the pressure differential at least 2 times per 8-hour shift. The contractor shall supply a pressure differential manometer that is capable of monitoring and recording on a strip chart, pressure differential of 0.005 inches of water. The manometer shall be equipped with an automatically activated alarm system that will sound if the pressure differential drops below the pre-set value. All strip charts will be turned in to the owners' representative at the completion of the project phase. Work shall not commence until an adequate pressure differential is achieved and maintained.
  - 5. Remove by mechanical method ACM materials and associated debris. ACM and associated debris is to be properly containerized, labeled and removed from the work area to the waste trailer. Clean entire area using an approved vacuum equipped with HEPA filter.
  - 6. A thorough visual inspection will be performed and if the area is sufficiently cleaned of all visible debris, the approval will be given to mist the entire area with an EPA approved lock-down encapsulating agent.
  - 7. After sufficient drying time a thorough final visual inspection will be conducted, leaving critical barriers in place, by the owners' representative.

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8. After this procedure is completed and a visual inspection passed, final air clearance sampling may be performed at the owners representatives' discretion, based on the observation made during the final visual inspection (building slated for demolition). Final Clearance shall be by PCM or TEM using EPA AHERA protocol (when applicable).
  9. HEPA filtered air filtration devices shall remain in use until final visual inspection has been approved and or analytical clearance has been determined.
- B. Gross removal of ACM drywall joint compound, associated drywall and large elbows/fittings/valves associated with the large fiberglass pipe lines / runs.
1. Install a 3-stage decontamination unit with shower at the entrance to the work area/containment. The decontamination unit will be erected in such a manner as to allow for a separate equipment room/bag-out. In no instance will the personal decontamination unit be used as a bag-out/equipment passage.
  2. Install and run HEPA filtered air filtration devices. Pre-clean any areas needing critical barriers and install critical barriers.
  3. The work area containment shall consist of two layers at all critical barriers, a single layer of re-enforced poly as the top layer and two layers of additional layers on floors for the removal of the drywall / joint compound materials from the wall and ceilings of the containment area.
  4. Removal of the large mudded elbow/fittings and valves shall be conducted by utilizing wrap and cut methods.
  5. Establish and maintain a pressure differential of -0.02 inches of water measured on a strip chart recorder or other approved method. The owners' representative shall inspect and record the pressure differential at least 2 times per 8-hour shift. The contractor shall supply a pressure differential manometer that is capable of monitoring and recording on a strip chart, pressure differential of 0.005 inches of water. The manometer shall be equipped with an automatically activated alarm system that will sound if the pressure differential drops below the pre-set value. All strip charts will be turned in to the owners' representative at the completion of the project phase. Work shall not commence until an adequate pressure differential is achieved and maintained.
  6. Once an approval to commence is received from the owners' representative, ACM may be properly remediated, bagged, labeled and removed from the work area to the waste trailer. Asbestos contaminated building components from the work area can be properly cleaned, encapsulated, inspected by the owners' representative and abatement contractors' supervisor. After successful inspection of the asbestos contaminated building components may be removed from the work area and staged in a convenient location by the owner or their designated demolition contractor for reclamation.

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7. A thorough final work area fine cleaning and subsequent visual inspection will be performed and if the area is sufficiently cleaned of all visible debris the approval will be given to mist the area with an approved encapsulating agent.
8. After sufficient drying time and a thorough visual inspection, all floor polyethylene is to be removed and packaged for disposal as asbestos contaminated waste leaving critical barriers in place.
9. After this procedure is completed and a visual inspection passed, final air clearance sampling may be performed by the owners' representative. Final Clearance shall be by PCM or TEM using EPA AHERA protocol (when applicable).
10. HEPA filtered air filtration devices shall remain in use until final visual or analytical clearance has been determined.

**C. Gross removal of ACM door buck / frame caulk and window caulk materials. NOTE: Work can not start until all interior ACM has been removed from the building.**

1. An established hot zone will be established using asbestos danger tape (red in color), and a 6ml drop cloth be staged immediately adjacent to the work area and extend 6 feet out in all directions of the door buck / frame and window openings - section 01527 of the Master Specification.
2. A Pre-commencement inspection shall be conducted by the abatement contractor's supervisor and the owner representative and when approval from the owners' representative is received the abatement activities may commence. The asbestos containing materials shall be adequately wetted with amended water during the abatement. Dry removal of any asbestos material is forbidden and will not be tolerated. The ACBM caulking materials are to be continuously wetted. The caulk shall be removed from the metal buck / frames, window units and associated block at the remaining openings and immediately placed into 6ml. asbestos disposal bags for proper disposal – section 02081 of the Master Specification.
3. Once an approval to commence is received from the owners' representative, door buck / frame, window caulk and glaze units will be removed using techniques intended to prevent the ACM from becoming friable during the removal operations. The asbestos containing materials shall be adequately wetted with amended water during the abatement. Dry removal of any asbestos material is forbidden and will not be tolerated. The ACBM building material (caulk) shall be continuously wetted, removed from the metal buck / frames, window caulk and glaze units and associated block walls at the remaining openings and immediately placed into 6ml. asbestos disposal bags for proper disposal- section 02081 of the Master Specification.

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4. During the abatement activities the owner's representative will be collecting PCM air samples, one up wind and one down wind, to evaluate if the contractor is removing the ACM in a continuous non-friable fashion.
5. The asbestos waste can now be removed from the area for proper disposal at an EPA approved landfill - 02084 of the Master Specification.
6. A thorough final visual inspection will be performed by the abatement contractors' supervisor and the owner's representative to evaluate if the area has been sufficiently cleaned of ACM and is free from any remaining visible debris.
7. The abatement contractor will be responsible for the installation and anchoring of minimal 1/4 inch sheathing over each remaining door buck, window opening and attaching to the opening in such a matter as to not allow access or removal from the exterior of the building.

Visual Project Inspections shall be performed during the project phases indicated:

- i. Pre-Cleaning: A visual inspection of all pre-cleaned surfaces must be performed by the contractors' on-site supervisor and the owners' representative together prior to any abatement activities,
- ii. Daily Project Inspections: An inspection of the integrity of the work area shall be performed by the owner's representative a minimum of twice daily.
- II. Final Visual Inspection (for demolition): A final visual inspection of the work areas shall be performed by the contractors' on-site supervisor and owners' representative prior to any final air clearance sampling that may be conducted by the owners representative.
- III. Project Completion Inspection: A final visual inspection of the work areas shall be performed by the contractors' on-site supervisor and owners' representative after any final air clearance sampling has passed and containment system has been demobilized, prior to turning area over to the owner.

Minimum Respiratory protection for gross removal of floor tile, floor tile mastic, cork board, cork board adhesive, chalk board adhesive, door buck / window caulk and glaze materials during this project shall include a full-face powered air purifying respirator (PAPR) using HEPA air cartridges.

The contractor can require more stringent respiratory protection, but not less stringent respiratory protection - section 01562 of the Master Specification.

All workers must have their current State of Delaware Asbestos Worker/Supervisor Badge and current medical information available daily for verification and recording purposes by the owners' representative in order to work on the project. **NO EXCEPTIONS SHALL BE TOLERATED.**

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The abatement contractor shall supply extra, new respirators (PAPR), respirator cartridges, disposable coveralls (w/head and foot covers) along with, soap, shampoo and disposable towels at the decontamination unit for use by authorized visitors as well as the owners' representative at all times. All decontamination procedures shall be strictly followed and enforced. A signed copy of the Workers' Acknowledgment shall be obtained from each worker - section 01560 of the Master Specification.

Work areas shall be sealed at all criticals, using 2 layers of 6ml poly and maintained at a pressure differential of at least -0.02 inches of water monitored continuously and verified by the manometer strip chart recorder as mentioned in section 01513 of the Master Specification.

Electric power in the work area shall be shut down (where possible) and temporary power shall be brought to the work area from outside as mentioned in section 01503 of the Master Specification. The contractor will supply temporary electrical utilities.

The owner shall supply water sources for the project. The contractor shall supply and ensure proper back flow protection at water source hook-ups. Hot water shall be supplied by the contractor as mentioned in section 01513 of the Master Specification.

It is the contractors' responsibility to ensure the integrity of the enclosures and decontamination facilities. Inspection window are required as mentioned in section 01526 of the Master Specification.

Asbestos containing materials shall be adequately wetted with amended water during abatement. Dry removal of any asbestos material is forbidden and will not be tolerated.

The contractor shall supply extra, new respirators and disposable coveralls (w/head and foot covers) for use by authorized visitors as well as the owners' representative. All decontamination procedures shall be strictly followed and enforced. A signed copy of the Workers' Acknowledgment shall be obtained from each worker.

Shower water shall be filtered or jelled for disposal. All filters and/or jelled water shall be disposed of properly as asbestos contaminated waste.

**Measurements provided in this section are approximate and it is understood that ALL measurements must be verified by the contractor and reported to the owners' representative.**

Work shall be performed in accordance with the requirements of this specification and all applicable federal, state and local regulations. The contractor should take special note of the following:

- a. Contractor shall be responsible to provide an adequate number leaf blower(s) and box fan(s) required for aggressive air monitoring as mentioned in section 01711 of the Master Specification. The design and conditions must be acceptable to the owners' representative.
- b. All asbestos waste shall be disposed of at an EPA approved land fill for asbestos waste. The contractor shall provide the owners' representative with the completed chain of custody as well as the landfill receipts as mentioned in section 02084 of the Master Specification.
- c. The contractor shall take special precautions to ensure the integrity of all areas of the owners' property including but not limited to pavements, parking lots and grass areas within

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and without the work area.

- d. The owner will pay for the first set of PCM or TEM clearance samples in those areas requiring PCM or TEM clearance. If any of these sets of TEM final clearances fail, the contractor shall pay for any subsequent TEM analyses.
- e. It is the contractors' responsibility to verify ALL measurements and locations of asbestos containing materials and work site conditions prior to the opening of bids. Any discrepancies in the measurements, locations or work site conditions must be made prior to the opening of bids.

The work includes the removal/encapsulation of asbestos-containing building materials according to the requirements of the following master specification sections in the sequence indicated:

General and Administrative Requirements:

- 01013 Summary of the Work – Asbestos Abatement
- 01043 Project Coordination – Asbestos Abatement
- 01097 Reference Standards and Definitions – Asbestos Abatement
- 01601 Materials and Equipment – Asbestos Abatement
- 01632 Product Substitutions – Asbestos Abatement
- 01701 Contract Closeout – Asbestos Abatement

Abatement Work:

- 01098 Codes, Regulations and Standards – Asbestos Abatement
- 01503 Construction Facilities and Temporary Controls – Asbestos Abatement
- 01526 Temporary Enclosures
- 01560 Worker Protection – Asbestos Abatement
- 01562 Respiratory Protection
- 01563 Decontamination Units

Asbestos Removal Work Procedures:

- 02063 Removal of Asbestos Contaminated Materials
- 02081 Removal of Asbestos-Containing Materials
- 02084 Disposal of Regulated Asbestos Containing Material
- 02085 Resilient Floor Covering Manufacturers' Recommended Work Practices
- 02087 Resilient Flooring Removal – Aggressive Asbestos Abatement

Decontamination of the Work Area:

- 01701 Contract Closeout – Asbestos Abatement

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01711 Project Decontamination  
01712 Cleaning and Decontamination Procedures

### Plan of Action:

Submit a detailed plan of the procedures to be used in complying with the requirements of this specification. Include the location and layout of decontamination unit(s), the sequencing of work, the interfacing of other trades, methods to be used to assure the safety of the building occupants and visitors, detailed disposal plan and a detailed description of the methods to be used to control pollution. The plan shall be submitted at the pre-work meeting and approved by the owners' representative prior to starting work.

### Inspection:

Prior to starting work, inspect work areas. Prepare a list of damages to the structure, surfaces and equipment of surrounding areas of the building that may be construed as damage caused by the work. Photograph or videotape existing conditions as necessary to document these conditions. Submit to the owners' representative prior to starting work.

### Submittal:

Prior to starting work, submit the following to the owners' representative for review. Do not begin without the approval of the owners' representative.

1. Plan of Action
2. Pre-existing Condition Inspection Report. (Non applicable)

## **1.3 WORK SEQUENCE**

**A. The Work** will be conducted in two (2) areas, in the following sequence:

1. **One (1):** Removal of interior building ACM. Work of this phase shall be completed in accordance with project schedule. Work shall be completed prior to the start of the exterior ACM removal activities.
2. **Two (2):** Removal of exterior building ACM. Work of this phase shall be completed in accordance with project schedule.

## **1.4 ASBESTOS-CONTAINING MATERIALS:**

**A. The work** of this contract involves activities that will disturb asbestos-containing materials (ACM). The location and type of ACM known to be present at the worksite is set forth in the

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“Schedule of Asbestos-Containing Materials” at the end of this section. If any other ACM or PACM is found, notify the owner, other employers and employees about the location and quantity of the ACM or PACM within 24 hours of the discovery.

The following asbestos-containing materials are known to be present at the worksite. If any other materials are found that are suspected of containing asbestos, notify the owners’ representative immediately.

Chalk Boards and Adhesive	12%	Sink Brush / Trowel On Insulation	10%
9”x 9” Floor Tile	10-12%	Exterior Door Buck / Frame Caulk	1.75%
Window Frame Caulk	1.5%	Large Mudded Elbows/Fittings/Valves	20%
12” x 12” Floor Tile /Mastic	5%	Dry Wall Joint Compound	1.25%

**1.5 ASBESTOS HEALTH RISK:**

- A. The disturbance or dislocation of ACM may cause asbestos fibers to be released into the building’s atmosphere, thereby creating a potential health risk to workers and building occupants. Apprise all workers, supervisory personnel, subcontractors and consultants who will be at the job site of the seriousness of the risk and of proper work procedures which must be followed.
- B. Where in the performance of the work, workers, supervisory personnel, subcontractors, or consultants may encounter, disturb, or otherwise function in the immediate vicinity of any identified ACM, take appropriate continuous measures as necessary to protect all building occupants from the risk of exposure to airborne asbestos. Such measures shall include the procedures and methods described herein, and compliance with regulations of applicable federal, state and local agencies.

**1.6 CONTRACTOR USE OF PREMISES**

- A. **General:** During the construction period the Contractor shall have full use of the premises for construction operations, including use of the site. The Contractor's use of the premises is limited only by the Owner's right to perform work or to retain other contractors on portions of the Project.
- B. **Use of the Site:** Limit use of the premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.
  - 1. **Owner Occupancy:** Allow for Owner occupancy.
  - 2. **Driveways and Entrances:** Keep driveways and entrances serving the premises clear and available to the Owner, the Owner's employees, and emergency vehicles at all times. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. **Use of the Existing Building:** Maintain the existing building in a weather tight condition throughout the construction period.
  - 1. **Smoking:** Smoking or open fires will not be permitted on school property.

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2. **Toilet Rooms:** Except for toilet rooms designated for use by the Contractor's personnel, use of existing toilets within the building, by the Contractors' personnel, will not be permitted. It will be the contractors' responsibility to maintain the cleanliness of the designated toilet rooms.

**1.7 OCCUPANCY REQUIREMENTS**

- A. **Partial Owner Occupancy:** The Owner reserves the right to occupy and to place and install equipment in completed areas of the building prior to Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placing of equipment and partial occupancy shall not constitute acceptance of the total Work.
  1. The owners' representative will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner occupancy.

**1.8 AIR MONITORING BY THE OWNER:**

- A. **The Owner has contracted for air monitoring.** Air monitoring may be conducted both outside and inside of the work area during the work, and for clearance sampling at the end of the project
  1. **Outside of the Work Area:** The Owner's air monitoring firm may sample air outside of the work area to detect faults in the work area isolation such as:
    - a. Contamination of the building outside of the work area with airborne asbestos fibers,
    - b. Failure of filtration or rupture in the differential pressure system,
    - c. Contamination of air outside the building envelop with airborne asbestos fibers.
  2. **Inside the Work Area:** The Owners' air monitoring firm may monitor airborne fiber counts in the Work Area. The purpose of this air monitoring is to detect airborne asbestos concentrations which may challenge the ability of the Work Area isolation procedures to protect the balance of the building or outside of the building from contamination by airborne fibers.
- B. **Work area clearance:** Clearance air sampling by the Owners' air monitor at the completion of asbestos abatement work is described in Section 01711 Project Decontamination.
- C. **Air monitoring** required by OSHA is work of the Contractor and is not covered in this section.

**1.9 SCHEDULE OF AIR SAMPLES BY OWNER:**

- A. **Sample cassettes:** Samples will be collected on 25 mm. cassettes as follows:
  1. **PCM:** 0.8 micrometer mixed cellulose ester.

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2. **TEM:** 0.45 micrometer mixed cellulose ester or 0.40 micrometer polycarbonate, with 5.0 micron mixed cellulose ester backing filter.

**B. Number and Volume of Samples:** The number and volume of air samples given in the schedules is approximate. The exact number and volume of samples collected by the Owner may vary depending upon job conditions and the analytical method used.

**C. Sample Volume and Sensitivity:**

1. **PCM:** The sample volumes collected by the Owners' air monitor will be determined by the

$$\frac{(\# \text{ Fibers in sample} - \text{fibers in blank}) 385\text{mm squared}}{(\text{Vol. Liters}) (1000) (0.00785\text{mm squared}) (\# \text{ fields})} = \text{fibers/cc}$$

Where Number of fibers = 5.5 fibers/100 fields, based on a limit of detection (LOD) of 7 fibers/mm<sup>2</sup> on the filter

$$\begin{aligned} \text{Area of 100 fields} &= 0.785\text{mm}^2 \\ \text{Total Filter Area} &= 385\text{mm}^2 \\ \text{Limit Value} &= \text{as specified in the schedules of samples below} \end{aligned}$$

- a. For purposes of this specification, the sample volume calculated above will be considered to be of sufficient size so that there is a 95% level of confidence that the value measured by each individual sample at the limit of detection (LOD) is less than or equal to the limit values specified below.
  - b. For purposes of this specification, the Limit of Detection (LOD) is defined as 7 fibers/mm<sup>2</sup> on the filter or 5.5 fibers/100 fields.
  - c. For purposes of this specification, overloaded samples will be considered as exceeding the applicable limit value.
2. **TEM:** Analytical Sensitivity of 0.05 structures/cc as set forth in the AHERA regulation.

**D. Base Line:**

1. **Before Start of Work:** The owners' representative will secure air samples to establish a base line.

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2. **PCM Samples**

Location Sampled	Number of Samples	Limit Value (Fibers/cc)	Approx. Volume (Liters)	Rate (Liters/Minute)
Each Work Area	5	0.01	1200	1-10
Outside Each Work Area	5	0.01	1200	1-10
Outside Building	5	0.01	1200	1-10

3. **TEM Samples:**

Location Sampled	Number of Samples	Analytical Sensitivity (Struct. /cc.)	Approx. Volume (Liters)	Rate (Liters/Minute)
Each Work Area	1	0.005	1,200	1-10
Outside Each Work Area	1	0.005	1,200	1-10
Outside Building	1	0.005	1,200	1-10

4. **Base Line:** a level expressed in fibers per cubic centimeter which is twenty-five percent greater than the largest of the following:

- a. Average of the PCM samples collected outside each Work Area.
- b. Average of the PCM samples collected outside the building.
- c. 0.01 fibers per cubic centimeter.

5. **Samples collected for TEM analysis** will be held without analysis. These samples will be analyzed under the conditions and terms set forth in "Fibers Counted" and "Affect on Contract Sum".

E. **Daily:**

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1. **From start of work** of Section 01526 Temporary Enclosures through the work of Section 01711 Project Decontamination, the Owner may take samples.
2. **Sample volume and sensitivity** inside the work area may vary depending upon conditions in the work area. If samples are overloaded at the sample volume required for a limit value equal to the “Stop Action Levels” or “Immediate Stop Action Levels” given later in this section, the level is considered to have been exceeded.
3. **PCM Samples:**

Location Sampled	Number of Samples	Limit Value (Fibers/cc)	Approx. Volume (Liters)	Rate (LPM)
Each Work Area	2	0.01	1000	1-10
Outside Each Work Area at Critical Barrier	1	0.01	1000	1-10
Clean Room	1	0.01	1000	1-10
Equipment Decon	1	0.01	1000	1-10
Outside Building	1	0.01	1000	1-10
Output of Pressure Differential System	1	0.01	1000	1-10

- F. **Additional samples** may be taken at the owner's or owners' representatives' discretion. If airborne fiber counts exceed allowed limits additional samples may be taken as necessary to monitor fiber levels.

**1.10 ANALYTICAL METHODS USED BY THE OWNER:**

- A. The following methods will be used by The Owner in analyzing filters used to collect air samples. Sampling rates may be varied from printed standards to allow for high volume sampling.
1. Phase Contrast Microscopy (PCM) will be performed using the NIOSH 7400 method.
  2. Transmission Electron Microscopy (TEM) will be performed using the analysis method set forth in the AHERA regulation 40 CFR Part 763 Appendix A.

**1.11 LABORATORY TESTING BY OWNER:**

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- A. **The services of a testing laboratory** may be employed by the Owner to perform laboratory analyses of the air samples. A technician will be at the job site, and samples may be sent daily by carrier for next day delivery, so that verbal reports on air samples can be obtained within 24 hours (when applicable).
- B. **A complete record** of all air monitoring and results will be furnished to the owners' representative, the Owner, and the Contractor.
- C. **The Contractor will have access** to all air monitoring tests and results upon request.
- D. **Written Reports** of all air monitoring tests will be posted at the job site on a daily basis.

### **1.12 FIBERS AND STRUCTURES**

- A. **Fibers Counted:** The following procedure will be used to resolve any disputes regarding fiber types when a project has been stopped due to excessive airborne fiber counts.
  - 1. **Large Fibers:** "Airborne Fibers" referred to above include all fibers regardless of composition as counted by phase contrast microscopy (PCM), unless additional analysis by transmission or scanning electron microscopy demonstrates to the satisfaction of the owners' representative that non-asbestos fibers are being counted. "Airborne Fibers" counted in samples analyzed by transmission electron microscopy shall be asbestos fibers, greater than 5 microns in length. For purposes of stop action levels, subsequent to analysis by electron microscopy, the number of "Airborne Fibers" shall be determined by multiplying the number of fibers, regardless of composition, counted by PCM by the proportion of fibers that are asbestos as determined by TEM (a number equal to, asbestos fibers counted, divided by all fibers counted in the electron microscopy analysis).
  - 2. **Small Structures:** "Airborne Fibers" referred to above include asbestos structures (fibers, bundles, clusters or matrices) of any diameter and any length greater than 0.5 microns.

### **1.13 ADDITIONAL TESTING:**

- A. **The Contractor may conduct** air monitoring and laboratory testing. If he elects to do this the cost of such air monitoring and laboratory testing shall be at no additional cost to the Owner.

### **1.14 PERSONAL MONITORING:**

- A. **Owner will not perform** air monitoring for the Contractor to meet Contractor's OSHA requirements for personal sampling or any other purpose. The Contractor will be responsible for their own air monitoring to meet OSHA requirements and all other monitoring not explicitly identified as being conducted by the Owners Representative, at NO additional cost to the Owner.

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**1.15 MISCELLANEOUS PROVISIONS**

**PART 2 - PRODUCTS (Not Applicable)**

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**PART 3 - EXECUTION**

**3.1 STOP ACTION LEVELS:**

- A. **Inside Work Area:** Maintain an average airborne count in the work area of less than the Stop Action Level given below for the type of respiratory protection in use. If the fiber counts rise above this figure for any sample taken, revise work procedures to lower fiber counts. If the Time Weighted Average (TWA) fiber count for any work shift or 8 hour period exceeds the Stop Action Level, stop all work except corrective action, leave pressure differential and air circulation system in operation and notify owners' representative. After correcting cause of high fiber levels, do not recommence work for 24 hours unless otherwise authorized, in writing, by owners' representative.

STOP ACTION LEVEL (F/cc)	IMMEDIATELY STOP LEVEL (F/cc)	MINIMUM RESPIRATOR REQUIRED	PROTECTION FACTOR
0.1	0.5	Half face	10
0.5	2.5	PAPR	1000
1.0	5.0	Supplied Air Pressure Demand	1000

1. If airborne fiber counts exceed Immediate Stop Level given above for type of respiratory protection in use for any period of time cease all work except corrective action. Notify the owners' representative. Do not recommence work until fiber counts fall below Stop Action Level given above for the type of respiratory protection in use. After correcting cause of high fiber levels, do not recommence work for 24 hours unless otherwise authorized, in writing, by the owners' representative.

- B. **Outside Work Area:** If any air sample taken outside of the Work Area exceeds the base line established in Part 1 of this section, immediately and automatically stop all work except corrective action. The owners' representative will determine the source of the high reading and so notify the Contractor in writing.

1. If the high reading was the result of a failure of Work Area isolation measures initiate the following actions:
  - a. Immediately erect new critical barriers as set forth in Section 01526 of the Master Specification, Temporary Enclosures to isolate the affected area from the balance of the building. Erect Critical Barriers at the next existing structural isolation of the involved space (e.g. wall, ceiling, and floor).
  - b. Decontaminate the affected area in accordance with Section 01712 of the Master Specification, Cleaning & Decontamination Procedures.

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- c. Require that respiratory protection as set forth in Section 01562 of the Master Specification, Respiratory Protection be worn in affected area until area is cleared for re-occupancy in accordance with Section 01711 of the Master Specification, Project Decontamination.
  - d. Leave Critical Barriers in place until completion of work and insure that the operation of the pressure differential system in the Work Area results in a flow of air from the balance of the building into the affected area.
  - e. If the exit from the clean room of the personnel decontamination unit enters the affected area, establish a decontamination facility consisting of a Shower Room and Changing Room as set forth in Section 01563 of the Master Specification, Decontamination Units at entry point to affected area.
  - f. After Certification of Visual Inspection in the Work Area remove critical barriers separating the work area from the affected area. Final air samples will be taken within the entire area as set forth in Section 01711 of the Master Specification, Project Decontamination.
2. If the high reading was the result of other causes initiate corrective action as determined by the owners' representative.
- B. **Effect on Contract Sum:** Complete corrective work with no change in the Contract Sum if high airborne fiber counts were caused by Contractor's activities. The Contract Sum and schedule will be adjusted for additional work caused by high airborne fiber counts beyond the Contractor's control.

**3.2 STOP WORK:**

- A. **If the owner or owners' representative** presents a written stop work order, immediately and automatically conform to that stop work order, while maintaining temporary enclosures and pressure differential. Do not recommence abatement work until authorized in writing by the owners' representative.
- B. **Immediately initiate the following actions:** After being presented with a stop work order immediately:
  1. Cease all asbestos removal activities, or any other activities that disturbs ACM.
  2. Repair any fallen, ripped or otherwise failed work area isolation measures.
  3. Maintain in operation all work area isolation measures including those required by Sections of the Master Specification as follows: 01526 "Temporary Enclosures," 01513 "Temporary Pressure Differential & Air Circulation System," 01563 "Decontamination Units."
  4. Maintain all worker protections including those required by Sections of the Master

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Specification as follows: 01560 “Worker Protection - Asbestos Abatement,” and 01562 “Respiratory Protection.”

5. Fog the air in the work area with a mist of amended water to reduce airborne fiber levels.

C. **Do not recommence work** until authorized in writing by the Owner or owners’ representative.

**SCHEDULE OF ASBESTOS-CONTAINING MATERIALS:**

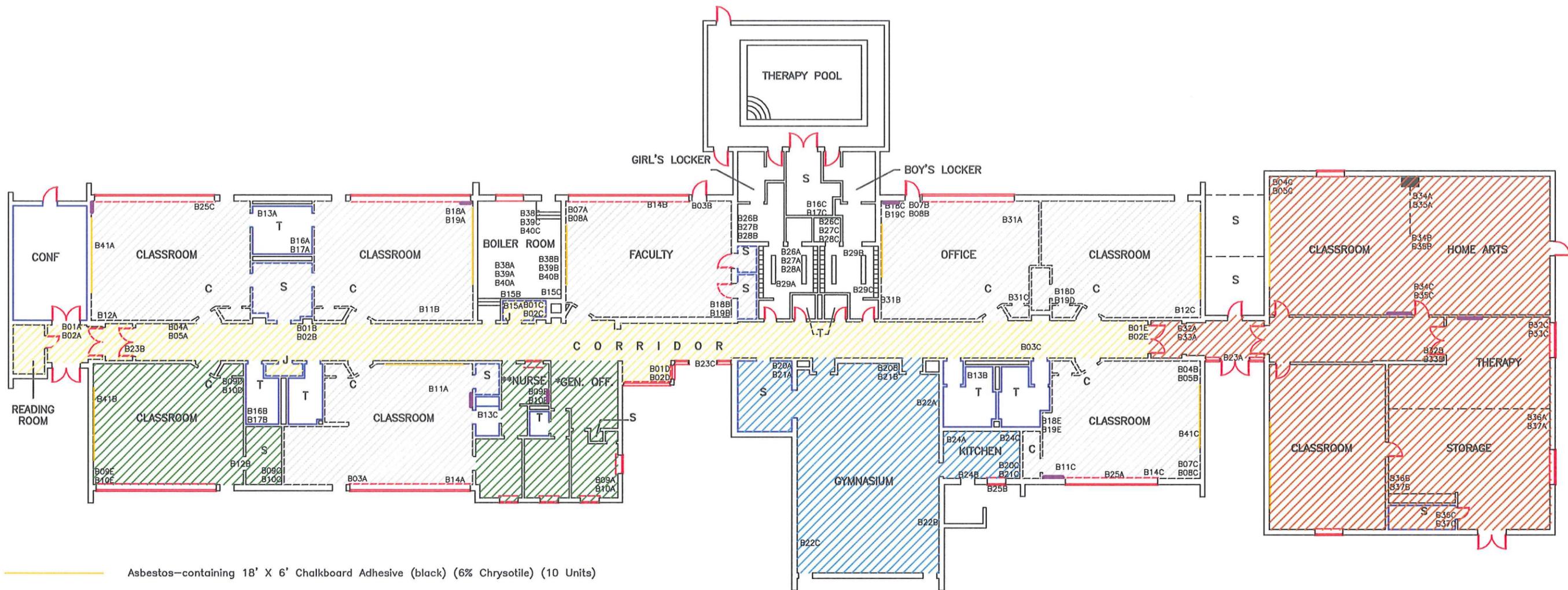
Quantities are estimations only and need to be field verified by Contractor. Figure 1 indicates the location and estimated quantity of the ACM.

**APPROXIMATE QUANTITIES AND LOCATIONS  
CONTRACTOR MUST VERIFY ALL QUANTITIES AND LOCATIONS OF ACM**

<u>Location</u>	<u>Material</u>	<u>Quantity</u>	<u>% Asbestos</u>
<b>Interior:</b>	Chalk Boards and Adhesive	10 units	12% Chrysotile
	Sink Brush / Trowel On Insulation	8 units	10% Chrysotile
	9“ x 9” Floor Tile	12,303 square feet	10 – 12% Chrysotile
	12” x 12” Floor Tile and Mastic	5,573 square feet	5% Chrysotile
	Large Elbows/Fittings/Valves	125 units	20% Chrysotile
	Joint Compound, associated dry wall	4,664 square feet	1.25% Chrysotile
<b>Exterior:</b>	Exterior/Interior Door Buck/Frame Caulk	40 units	1.75% Chrysotile
	Window Caulk	34 units	1.5% Chrysotile

(Note: ACM quantities include only areas that were accessible at the time of inspection as indicated on figures contained in the specification. Any ACM behind walls, above ceilings, otherwise inaccessible or obscured are not included and shall be handled using the add/deduct unit pricing.)

**END OF SECTION - 01013**



- Asbestos-containing 18' X 6' Chalkboard Adhesive (black) (6% Chrysotile) (10 Units)
- Asbestos-containing Sink Trowel on Materials (black) (5% Chrysotile) (8 Units)
- Asbestos-Containing window caulk and exterior/interior door buck/frame caulk (1.5% and 1.75% Chrysotile) (34 Window Units/40 Door Buck)
- Asbestos-containing joint compound (1.25% Chrysotile) (4,664 Sq Ft)
- Asbestos-containing 9" x 9" Floor Tile (beige) (10% Chrysotile) (2,662 Sq Ft)
- Asbestos-containing 9" x 9" Floor Tile (green) (10% Chrysotile) (1,681 Sq Ft)
- Asbestos-containing 9" x 9" Floor Tile (gray) (12% Chrysotile) (6,287 Sq Ft)
- Asbestos-containing 9" x 9" Floor Tile (light gray) (10% Chrysotile) (1,673 Sq Ft)
- Asbestos-containing Mastic (black) (5% Chrysotile) (4,673 Sq Ft)  
Please note that asbestos-containing 12" x 12" floor tile must be removed as ACM and 900 sq ft light brown speckled tile and mastic (under 12" X 12")

Contractor's will be required to provide limited demolition activities of boilers to provide access for additional sampling.

Note: ~125 large diameter pipe fittings/elbows (white/gray) associated with insulated fiber glass pipes throughout. (20% Chrysotile)

		<b>BrightFields, Inc.</b> Environmental Evaluation, Investigation, and Remediation	
801 Industrial Street, Suite 1 Wilmington, Delaware 19801		302 658-9800 302 656-9700 fax	
First Level Floor Plan and Sample Locations Brandywine School District Bush Early Education Center			
	BY	DATE	SCALE:
	ADS	2/9/12	Unscaled
	MWK	2/9/12	DWG. NO.
PROJECT #	2092.04.74	FIGURE 1 of 1	REV. 0
		AC FILE:	BRBUSHF1.dwg



RECEIVED  
SEP 13 2012

STATE OF DELAWARE  
DEPARTMENT OF LABOR  
DIVISION OF INDUSTRIAL AFFAIRS  
225 Corporate Boulevard, Suite 104  
Newark, Delaware 19702

TELEPHONE (302) 761-8200  
(302) 451-3423  
Fax (302) 368-6604

**Via Facsimile and Regular Mail**

September 11, 2012

Mr. Jason Sunde  
Bright Fields Inc  
801 Industrial St  
Wilmington, DE 19801

Re: Bush Early Education Center Demolition, New Castle County, DE

Dear Mr. Sunde:

I am responding to your request for a category determination for the Bush Early Education Center Demolition, which is a state funded construction project located in New Castle County, DE. The work consists of asbestos abatement, waste removal and disposal, project management of environmental services, demolition of former school structures, grading and site restoration. You estimate the total cost of construction for this project to be \$400,000.00.

Based upon the information you provided the Department of Labor has determined that this project is a Heavy Construction project.

Delaware's Prevailing Wage Regulations provide that the rates applicable to a project are the rates in effect on the date of publication of the specifications for that project. I have enclosed a certified copy of the March 15, 2012, prevailing wage rates for Heavy Construction to be included in your bid specification. However, please be advised that, in the event that a contract for a project is not executed within one hundred and twenty (120) days from the earliest date the specifications were published, the rates in effect at the time of the execution of the contract shall be the applicable rates for the project.

If you have any questions or I can provide any additional assistance, please do not hesitate to contact me at (302) 451-3409.

Sincerely,

Kyle Maguire  
Labor Law Enforcement Officer  
Kyle.Maguire@state.de.us

Enclosure

STATE OF DELAWARE  
DEPARTMENT OF LABOR  
DIVISION OF INDUSTRIAL AFFAIRS  
OFFICE OF LABOR LAW ENFORCEMENT  
PHONE: (302) 451-3423

Mailing Address:  
225 CORPORATE BOULEVARD  
SUITE 104  
NEWARK, DE 19702

Located at:  
225 CORPORATE BOULEVARD  
SUITE 104  
NEWARK, DE 19702

PREVAILING WAGES FOR HEAVY CONSTRUCTION EFFECTIVE MARCH 15, 2012

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	20.23	18.60	40.43
BOILERMAKERS	65.47	30.73	56.37
BRICKLAYERS	44.98	22.19	23.83
CARPENTERS	49.06	49.06	39.22
CEMENT FINISHERS	23.01	22.94	17.35
ELECTRICAL LINE WORKERS	34.86	26.30	25.89
ELECTRICIANS	59.10	59.10	59.10
GLAZIERS	19.54	16.96	11.48
INSULATORS	50.38	50.38	50.38
IRON WORKERS	58.70	25.54	55.78
LABORERS	37.20	37.20	37.20
MILLWRIGHTS	60.85	60.85	47.42
PAINTERS	56.07	56.07	56.07
PILEDRIVERS	66.42	37.64	29.30
PLASTERERS	18.40	15.97	10.80
PLUMBERS/PIPEFITTERS/STEAMFITTERS	70.08	21.62	17.12
POWER EQUIPMENT OPERATORS	55.81	28.48	55.81
SHEET METAL WORKERS	29.40	18.23	17.13
SPRINKLER FITTERS	31.68	11.99	9.93
TRUCK DRIVERS	24.92	23.06	23.27

CERTIFIED: 9/11/12

BY: [Signature]  
ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

**NOTE:** THESE RATES ARE PROMULGATED AND ENFORCED PURSUANT TO THE PREVAILING WAGE REGULATIONS ADOPTED BY THE DEPARTMENT OF LABOR ON APRIL 3, 1992.

CLASSIFICATIONS OF WORKERS ARE DETERMINED BY THE DEPARTMENT OF LABOR. FOR ASSISTANCE IN CLASSIFYING WORKERS, OR FOR A COPY OF THE REGULATIONS OR CLASSIFICATIONS, PHONE (302) 451-3423.

NON-REGISTERED APPRENTICES MUST BE PAID THE MECHANIC'S RATE.

**PROJECT:** Bush Early Education Center Demolition, New Castle County

**Site Specific Section 17001 – Universal and Hazardous Waste Removal  
Bush Early Education Center**

## Section 17001 – UNIVERSAL AND HAZARDOUS WASTE REMOVAL

### Part 1.0 GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Performance of the scope of work in accordance with all local, State and Federal regulations. The scope of work includes the safe collection, packaging and offsite recycling/disposal of universal waste and hazardous materials. The work will be performed in conjunction with the asbestos abatement activities prior to site demolition.
- B. Work shall comply with Section 02086 Hazardous Waste Management

#### 1.2 DEFINITIONS

- A. Off-site disposal: this term is meant to represent the removal of any/all materials from the site to an offsite location properly licensed/permitted to handle the material.
- B. Permits: are defined as those items issued by a regulatory agency to ensure compliance with local, city and state ordinances.
- C. DNREC: is the Delaware Department of Natural Resources and Environmental Control
- D. OSHA: is defined as the Occupational Safety & Health Administration
- E. EPA: is the Environmental Protection Agency

#### 1.3 SUBMITTALS

- A. Prior to removal of any wastes, a Health & Safety Plan (2 bound copies) shall be prepared by the Contractor and submitted to the Owner outlining at a minimum the following items:
  - a. Emergency contact and phone numbers,
  - b. Route to the nearest hospital,
  - c. Personal Protection Equipment required,
  - d. Handling and storage procedures for identified wastes,
  - e. Decontamination procedures,
  - f. Material Safety Data Sheets, and
  - g. Acknowledgment for all workers.

#### 1.4 QUALIFICATIONS

- A. Submit a copy of a current Delaware business license and current insurance certificate to Owner with bid form.
- B. For the environmental items of concern, the disposal or recycling facilities to be used for final disposition will be required to be identified.
- C. The Contractor will be required to provide copies of any licensing required.

#### 1.5 REGULATORY REQUIREMENTS

- A. All work must confirm to all appropriate regulatory requirement under DNREC, OSHA and EPA.

- B. It will be the responsibility of the Contractor to complete all necessary paperwork, including acquiring a waste generator identification number from the U.S. Environmental Protection Agency, if required, to track the waste generated.
- C. Obtain any required approvals from the Owner.
- D. All fees for any required permits shall be borne by the Contractor.

1.6 SCHEDULING SEQUENCE

- A. All work shall be coordinated so as not to interfere with other Contractors onsite. It is anticipated that the scope can be completed concurrently with asbestos abatement activities.
- B. The Contractor shall inform the Owner in writing of their planned sequence of activities before beginning the work.

PART 2.0 PRODUCTS

2.1 MATERIALS

- A. Under no circumstances are any wastes to be broken, damaged or otherwise released as part of this removal action. Except for items or materials indicated to be reused, salvaged, or otherwise indicated to remain the Owner's property, all wastes materials shall be removed from the site for disposal disposition at the Contractor's option.
- B. Regardless of ownership, the Contractor will be responsible for all collection, segregation, packaging, transportation and recycling/disposal of items for recycling or disposal.

PART 3.0 EXECUTION

3.1 IDENTIFIED WASTES

- A. The following section describes the scope of work for this project. It is the goal of the Owner to award one contract for the safe collection, packaging, transportation and disposal of the identified waste on the site.
- B. An environmental survey of the site has been completed for identification of the environmental items of concern. The following has been identified:

<b>Line Item</b>	<b>Item</b>	<b>Per unit</b>	<b>Number of units</b>
<b>1</b>	<b>PCB-containing Light Ballast</b>	<b>pound</b>	<b>400</b>
<b>2</b>	<b>Emergency Exit and Lighting Lead Acid Batteries</b>	<b>battery</b>	<b>16</b>
<b>3</b>	<b>Fire Extinguishers</b>	<b>unit</b>	<b>10</b>
<b>4</b>	<b>Decommission Ansul® Fire System</b>	<b>unit</b>	<b>1</b>

<b>Line Item</b>	<b>Item</b>	<b>Per unit</b>	<b>Number of units</b>
<b>5</b>	<b>Refrigerant (multiple compressors)</b>	<b>pound</b>	<b>20</b>

- C. Fluorescent light bulb fixtures can be found throughout the school facility. The Contractor will verify that the ballast is labeled PCB or non-PCB containing. In the event the label does not indicate that it is either PCB or non-PCB containing, it will be considered PCB-containing. After the contractor has verified the electrical system has been disconnected, the PCB-containing ballasts will be removed from the light fixtures and placed in suitable containers for shipment to prevent damage during transport to the disposal/recycling facility.
- D. Refrigerant which is typically found in air conditioner and freezer compressors is present onsite. The Contractor shall retain the services of a licensed company to remove and recycle the refrigerant present onsite. After removal, the unit will be tagged or labeled indicating the unit is refrigerant free.
- E. An Ansul ® fire suppression system is present in the kitchen is required to be decommissioned.
- F. Fire extinguishers shall be maintained onsite until all work under the asbestos abatement and universal and hazardous material collection and disposal is complete. At the completion of these activities, the fire extinguishers shall be removed for recycling prior to site demolition.
- G. Emergency lighting unit batteries shall be removed from each unit and package for disposal/recycling.

END OF SECTION

**BIDDING DOCUMENT**

**Contract No. 1-13-05**

**Brandywine School District  
Administration Building**

Bidding Document for

Asbestos Abatement and  
Universal and Hazardous Waste Collection and Disposal

October 25, 2012

## **INSTRUCTION TO BIDDERS**

### ***1. DEFINED TERMS***

Terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

1.1 Bidder - one who submits a Bid directly to Owner as distinct from Sub-bidder, who submits a bid to a bidder.

1.2 Issuing Office - the office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

1.3 Successful Bidder - the lowest, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

1.4 Owner - the "Owner" in all documents contained in this Contract, shall be Brandywine School District.

1.5 Consultant - the firm that has been subcontracted by the Brandywine School District to manage this Contract.

### ***2. QUALIFICATIONS OF BIDDERS***

2.1 Contractor shall have a State of Delaware issued Asbestos Abatement Contractor License in good standing and employ individually licensed Asbestos Abatement Supervisor and Abatement Workers. Licenses shall be kept current through the duration of the project.

2.2 Contractor shall have a licensed electrician as part of the team, to perform work including, but not limited to, de-energizing lighting fixtures and installing temporary power fixtures.

2.3 In selecting the lowest responsive, responsible Bidder, consideration will be given not only to the financial standing but also to the general competency of the Bidder for the performance of the Work covered by the Bid. To this end, each Bid shall be supported by a statement of the Bidder's experience as of recent date on the form entitled "Bidder's General Information," bound herein. General Bid information provided shall include indication of the successful completion of three (3) projects of similar scope and nature as described under section 10 of the Bidder's General Information.

### ***3. EXAMINATION OF CONTRACT DOCUMENTS AND THE SITE***

3.1 It is the responsibility of each Bidder before submitting a Bid:

A. To examine thoroughly the Contract Documents and other related data identified in the

Bidding Documents;

- B. To visit the site to become familiar with and satisfy Bidder as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work;
- C. To consider Federal, State and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work;
- D. To study and carefully correlate Bidder's knowledge and observations with the Contract documents and such other related data; and
- E. To promptly notify Owner of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Contract Documents and other such related documents.

3.2 Before submitting a Bid, each Bidder will be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid or performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

#### **4. INTERPRETATIONS AND ADDENDA**

4.1 All questions about the meaning or intent of the Bidding Documents are to be directed to the Consultant in writing. Interpretations or clarifications considered necessary by Owner and/or Consultant in response to such questions will be issued by Addenda emailed or delivered to all parties recorded by Owner as having received the Bidding Documents. Questions will be received by the Consultant until Thursday, November 8, 2012. Only questions answered by formal written Addenda will be binding. Oral or other interpretations or clarifications will be without legal effect.

4.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner.

4.3 Any changes to the Contract documents shall be made only by written Addenda. Bidders shall bear the entire responsibility for being sure they have received any and all Addenda. After the Bids have been received, no claim that the Bidder did not have complete information will be considered. No verbal agreement or conversation with any officer, agent or employee of the School District, either before or after the execution of this Contract, shall affect or modify any of the terms or conditions outlined herein.

## ***5. BID SECURITY***

5.1 Each Bid must be accompanied by Bid security made payable to Owner in an amount of no less than ten percent of the Bid price and in the form of a certified or cashier's check or a Bid Bond on the Bid Bond form attached.

5.2 The Bid security of Successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security, and met the other conditions required by the Contract Documents, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the required Contract security within ten days after the Award of Contract, Owner may annul the award of Contract, and the Bid security of that bidder will be forfeited. The Bid security of the other Bidders whom the Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the thirty-fifth day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven days after the Bid opening.

## ***6. BIDFORM***

6.1 The Bid Proposal form is included with the Bid Documents: additional copies may be obtained from the Owner or the Owner's Consultant. Please note a fee may be required to obtain the Bid Documents.

6.2 The Bidder must bid on all portions or groups of work presented in the bid. All blanks on the Bid Proposal form must be completed in black or blue ink or by typewriter. Failure to complete all blanks in the Bid Form will be considered non-responsive. All names must be typed or printed in black or blue ink below the signature.

6.3 The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid proposal form).

All bids must be signed by, or on behalf of, the legal entity making the bid. In the event a bid is made by a corporation, the Bid Proposal form shall be signed by the President whose signature shall be attested by the Secretary with the corporate seal placed thereon. In the event the corporation has duly authorized another person(s) to sign on behalf of the President and/or Secretary, a copy of said authorization shall accompany the bid. In case of an individual making a bid on their own behalf, the bid shall be signed by that individual or shall be accompanied by an authorization signed by the individual permitting the signature of the bid and other documents on behalf of that individual.

6.4 A completed Non-Collusion Affidavit and list of Subcontractors/Teaming Partners must accompany each Bid. All blanks on the Non-Collusion affidavit must be completed in black or blue ink or typewritten.

## ***7. SUBMISSION OF BIDS***

7.1 Bids will be received by the Brandywine School District until 2:00 p.m., Thursday, November 15, 2012 at the District office (formerly Data Service Center) located at 4 Mount Lebanon Road, Wilmington, Delaware. The Bidder shall provide one original and two copies of all documents submitted. The copies must be exact replicas of the original. If there are any discrepancies in the documents, the Owner reserves the right to use the lowest cost or other information that is to the benefit of the Owner as identified in either the original or copies.

7.2 Sealed envelopes containing the bids shall be clearly marked in the upper left-hand corner with the name and address of the Bidder and shall bear the words "**Sealed Bid – Former Administration Building Asbestos Abatement Project Contract No. 1-13-05**", the name of Owner, the address where the bid is to be delivered or mailed to, and the date and hour of opening of bids. The Bid Security shall be enclosed in the same envelope with the Bid.

## ***8. MODIFICATION AND WITHDRAWAL OF BIDS***

8.1 Bids may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Bids are to be submitted a minimum of two days prior to the opening of Bids.

## ***9. OPENING OF BIDS***

9.1 Bids will be opened and read aloud publicly at the place where the bids are to be submitted.

## ***10. BIDS TO REMAIN SUBJECT TO ACCEPTANCE***

10.1 All Bids will remain subject to acceptance for sixty (60) days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the date.

## ***11. AWARD OF CONTRACT***

11.1 Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner.

11.2 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibilities, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons, organizations to perform and



furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

11.3 If the Contract is awarded, it will be awarded to the lowest bidder whose evaluation indicates that the award will be in the best interests of the Project. Portions of the Contract will not be split between contractors.

## ***12. CONTRACT SECURITY***

12.1 When the Successful Bidder delivers the executed Agreement to the Owner, it must be accompanied by the required Performance and Payment Bonds.

## ***13. UNIT PRICES***

13.1 This Contract is a Lump Sum Fixed Price Contract for each Group contained within the Project. The Owner reserves the right to reject any bid based upon their bid analysis.

13.2 Change Orders will not be given for any work shown on the Plans. Change Orders will only be granted for work that is considered above and beyond the standard scope of the Project.

## ***14. STATE WAGE RATES***

Applies to all contractors and subcontractors

14.1 Minimum Wages – It is the Bidders responsibility to review and use the appropriate rates established in the State Prevailing Wages - Prevailing Wages for Building Construction Effective March 15, 2012.

All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

14.2 The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- A. Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be



performed by the classification requested is not performed by a classification in the wage determination; and

- B. The classification is utilized in the area by the construction industry; and
- C. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- D. With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

14.3 If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

14.4 In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

14.5 The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

14.6 Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

14.7 If the contractor does not make payments to a trustee or third party person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Prevailing Wage Rates have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations



under the plan or program.

### ***15. SAFETY STANDARDS***

All items supplied and all work completed on this project shall comply with the current applicable Occupational Safety and Health Standards Act of 1970, the National Electrical Code, National Mechanical Code, the National Fire Protection Code, and other applicable Federal, State, and Local codes, as well as provisions in the Technical Specifications regarding safety. Bidder assumes all responsibility of jobsite safety.

### ***16. SCOPE OF WORK***

The Scope of Work to be completed as part of this project is detailed in the in the following documents which are considered part of this Bidding Document:

1. Master Specification for Asbestos Abatement/Decontamination for Brandywine School District, Various Schools;
2. Site Specific Section 01013 – Summary of the Work – Asbestos Abatement for the Former Administration Building;
3. Site Specific Section 17001 – Universal and Hazardous Waste Removal for the Former Administration Building.

**BID FORM**

Bidder's Firm Name: \_\_\_\_\_

Bidder's Address: \_\_\_\_\_

\_\_\_\_\_

Bidder's Phone Number: \_\_\_\_\_

Bidder's Fax Number: \_\_\_\_\_

The undersigned bidder proposes to furnish all permits, labor, materials, tools, supplies, insurance, pay all applicable taxes, provide prevailing wage documentation, and perform the proposed work pursuant to Scope of Work of this document and as provided in the Contract Documents for the performance of the above referenced ("Project"), for the lump sum unit rate costs of:

Line Item	Item	Individual Price	Per unit	Number of units	Extended Costs
<b>Group A – Asbestos Abatement Unit Rates</b>					
1	12" x 12" Floor tile and mastic materials		square feet	16,475	
2	Mastic adhesive		square feet	12,343	
3	Sink brush/trowel on material		units	4	

Total Price for Group A: \$ \_\_\_\_\_  
(Price in numbers)

Total Price for Group A: \_\_\_\_\_  
(Price in words)

**In the event that the actual quantity varies by more than 10% above or below the estimated quantities presented in section A, the individual prices will be used to calculate an add/deduct cost.**

**Unit rates are to include all applicable labor, equipment, and materials to properly abate the identified material as pursuant to the requirements detailed in the Scope of Work.**

Line Item	Item	Individual Price	Per unit	Number of units	Extended Costs
<b>Group B – Universal and Hazardous Material Collection, Transportation, and Disposal Rates</b>					
1	PCB-containing Light Ballast		ballast	150	
2	Mercury halide bulbs		bulb	30	
3	Fire Extinguishers		unit	10	
4	Decommission Ansul® Fire System		unit	1	
5	Refrigerant (multiple compressors & tank)		pound	20	
6	Mercury containing thermostats		pound	2	

Total Price for Group B: \$ \_\_\_\_\_  
(Price in numbers)

Total Price for Group B: \_\_\_\_\_  
(Price in words)

**In the event that the actual quantity varies by more than 10% above or below the estimated quantities presented in section B, the individual prices will be used to calculate an add/deduct cost.**

**Unit rates are to include all applicable labor, equipment, and materials to properly collect, package, transport, and dispose the identified material as pursuant to the requirements detailed in the Scope of Work.**

It is the Bidder's responsibility to review the specifications and the premises. The Bidder shall, before his bid submission, be held responsible to have examined: all matters referred to in the Contract Documents and Specifications; any addenda to these documents, if issued; the premises so as to have satisfied himself as to the existing conditions of the premises; and the limitations under which the work shall be executed. Any plans, reports, etc. are for reference purposes only.

The contractor further understands and agrees that he will perform and complete all work in accordance with the Contract Documents and will accept in full compensation therefore, the amount of the Bid. Prevailing wage documentation is required to be submitted with each invoice. No payment will be made to the contractor without providing the prevailing wage documentation.

I/we hereby state that we have reviewed the specifications and have agreed to the scope prior to submitting this proposal.

Bidder's Firm Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Phone / Fax Number: \_\_\_\_\_

To complete the scope of work as stated in the bid documents, the Bidder intends:

\_\_\_\_\_ working days;

\_\_\_\_\_ number of shifts per working day;

\_\_\_\_\_ number of workers per shift.

Items to be included with this completed bid form:

- \_\_\_\_\_ Copy of current generic Insurance Certificate
- \_\_\_\_\_ Copy of State of Delaware Business License
- \_\_\_\_\_ List of Subcontractors/Teaming Partners, if applicable
- \_\_\_\_\_ Bidder's General Information Form
- \_\_\_\_\_ Bid Bond, or Certified/Cashier's Check
- \_\_\_\_\_ Non-Collusion Statement

# BIDDER'S GENERAL INFORMATION

The bidder shall furnish the following information. Additional sheets shall be attached as required. Failure to complete the Bidder's General Information may cause the Bid to be nonresponsive and may cause its rejection.

1. BIDDER'S/CONTRACTOR'S name and address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. CONTRACTOR'S telephone number:

\_\_\_\_\_

3. CONTRACTOR'S license number:

\_\_\_\_\_

4. When organized:

\_\_\_\_\_

5. If a corporation, where incorporated:

\_\_\_\_\_

6. How many years have you been engaged in the contracting business under your present firm or trade name:

\_\_\_\_\_

7. Have you ever failed to complete any work awarded to you?  
where and why?

\_\_\_\_\_ If so,  
\_\_\_\_\_

8. Have you ever defaulted on a contract?

\_\_\_\_\_ If so, where and why?

9. Name of person who inspected the site of the proposed Work for the Bidder:

Name:

Date of

Inspection:

\_\_\_\_\_

10. List of the three (3) recent projects completed involving work of similar type and complexity, listing the following data for each project:

(1) Project Name

Contract Price

Name, Address and Telephone Number of Owner's Representative

\_\_\_\_\_  
\_\_\_\_\_

(2) Project Name

Contract Price

Name, Address and Telephone Number of Owner's Representative

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(3) Project Name \_\_\_\_\_  
Contract Price \_\_\_\_\_  
Name, Address and Telephone Number of Owner's Representative \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the "Owner" in verification of the recitals comprising this Bidder's General Information.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
(NAME OF BIDDER)

By: \_\_\_\_\_

Title: \_\_\_\_\_

State of: \_\_\_\_\_ County of: \_\_\_\_\_,

being duly sworn, deposes and says that he/she answers to \_\_\_\_\_

\_\_\_\_\_  
(NAME OF ORGANIZATION)

the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
(NOTARY PUBLIC)

My Commission  
Expires \_\_\_\_\_

# LIST OF SUBCONTRACTORS/TEAMING PARTNERS

Bidder's Firm Name: \_\_\_\_\_

Bidders that propose using subcontractors for any specialized work must submit their company information and copies of any related current license for the work they propose to complete.

If, necessary, copy this sheet to provide more detail.

<b>Company</b>	<b>Address</b>	<b>Contact</b>	<b>Phone Number</b>	<b>Area of Expertise / License #</b>

# NON-COLLUSION AFFIDAVIT

State of \_\_\_\_\_ :

County of \_\_\_\_\_ : s.s.

I state that I am \_\_\_\_\_ of \_\_\_\_\_  
(TITLE) (NAME OF MY FIRM)

and that I am authorized to make this Affidavit on behalf of my firm, and its owner's, directors, and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Bid.

I state that:

- 1) The price(s) and amount(s) of this Bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- 2) Neither the price(s) nor the amount(s) of this Bid, and neither the approximate price(s) nor approximate amount(s) of this Bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- 3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this Contract, or to submit a bid higher than this Bid, or to submit any intentionally high or non-competitive bid or other form of complimentary bid.
- 4) The Bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complimentary or other non-competitive bid
- 5)

\_\_\_\_\_ Its affiliates, subsidiaries, officers,  
(NAME OF MY FIRM)

directors, employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

I state that \_\_\_\_\_ understands and acknowledges that  
(NAME OF BIDDER'S FIRM)

the above representations are material and important, and will be relied on by Brandywine School District in awarding the Contract(s) for which this Bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Brandywine School District of the true facts relating to the submission of bids for the Contract.

\_\_\_\_\_  
(NAME OF BIDDER)

SWORN TO AND SUBSCRIBED  
BEFORE ME this \_\_\_\_\_

DAY OF \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
(NOTARY PUBLIC)

\_\_\_\_\_  
(MY COMMISSION EXPIRES)

# BID BOND

(Not Necessary if Certified or Cashier's Check is Used)

KNOW ALL MEN BY THESE PRESENT THAT \_\_\_\_\_ Of  
(NAME OF CONTRACTOR)

\_\_\_\_\_ In the County of \_\_\_\_\_ in the State of \_\_\_\_\_  
(CITY or TOWN) (COUNTY) (STATE)

as surety, legally authorized to do business in the State of Delaware, are held and firmly bound unto the

Brandywine School District in the sum of \_\_\_\_\_ Dollars, or 10% not to exceed

\_\_\_\_\_ Dollars, to be paid to said Brandywine School District, for which payment well

and truly to be made, we do bind ourselves, and each of our heirs, executors, administrators and successors, jointly and severally, for and in the whole, firmly by these presents. Sealed with our seals, dated the

\_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord, Two Thousand Twelve (2012).

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the above bound principal

\_\_\_\_\_ who has submitted to said Brandywine School District, a certain proposal to enter into a certain Contract shall be awarded said Contract, and

\_\_\_\_\_ shall well and truly enter into and execute said Contract and furnish therewith such Surety Bond or Bonds as may be required by the terms of said Contract and approved by said Brandywine School District, said Contract, and said Bond to be entered into within twenty (20) days after the date of official Notice of Award thereof in accordance with the terms of said Proposal, then this obligation to be void, otherwise shall remain in full force and virtue.

SIGNED AND SEALED IN

THE PRESENCE OF A WITNESS:

SIGNED: \_\_\_\_\_

BY: \_\_\_\_\_

SIGNED: \_\_\_\_\_

BY: \_\_\_\_\_

(SEAL)

# PERFORMANCE BOND

(With Corporate Surety)

KNOW ALL MEN BY THESE PRESENT, that we, \_\_\_\_\_

\_\_\_\_\_  
(NAME AND ADDRESS OF CONTRACTOR)

As PRINCIPAL and \_\_\_\_\_ a corporation incorporated under  
(SURETY COMPANY)

the laws of the State of \_\_\_\_\_ as SURETY are held and firmly bound unto  
(NAME OF STATE)

Brandywine School District in the full and just sum of

\_\_\_\_\_ (\$ \_\_\_\_\_ ) dollars,  
(WRITTEN DOLLAR AMOUNT)

lawful money of the United States of America, to be paid to the said Municipality or its assigns, to which payment will and truly to be made, we bind ourselves, and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a Contract with the above Municipality, bearing even date herewith, for the undertaking of certain obligations as therein set forth.

NOW, THEREFORE, the condition of these obligations such that if the bounden Principal, as Contractor, shall in all respects comply with and faithfully perform the terms and conditions of said Contract, including the Specifications and conditions referred to and made a part thereof, and such alterations as may be made in said Specifications as therein provided, and shall well truly, and in a manner satisfactory to the School District fulfill all obligations as therein set forth, then this Obligation shall be void, but otherwise the same shall be and remain in full force, virtue and effect.

It is further provided that any alteration which may be made in the terms of the Contract or its specifications with the express approval of the School District or the Principal to the other, shall not in any way release the Principal and the Surety or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alteration or forbearance being hereby waived.

IN WITNESS WHEREOF, the said Principal and pursuant to due and legal action authorizing the

same to be done Surety have duly executed this Bond under Seal, on \_\_\_\_\_  
(DATE OF BOND)

SIGNED AND SEALED IN  
THE PRESENCE OF A WITNESS:

SIGNED: \_\_\_\_\_

(SEAL) \_\_\_\_\_

BY: \_\_\_\_\_  
(NAME)

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

(SEAL) \_\_\_\_\_

SIGNED: \_\_\_\_\_  
(SURETY COMPANY)

TITLE: \_\_\_\_\_

BY: \_\_\_\_\_  
(NAME)

TITLE: \_\_\_\_\_

# PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT, that we,

\_\_\_\_\_  
(NAME AND ADDRESS OF CONTRACTOR)

As PRINCIPAL and \_\_\_\_\_ a corporation incorporated under  
(SURETY COMPANY)

the laws of the State of \_\_\_\_\_ as SURETY are held and firmly bound unto  
(NAME OF STATE)

Brandywine School District \_\_\_\_\_ in the full and just sum of

\_\_\_\_\_ (\$ \_\_\_\_\_ ) dollars,  
(WRITTEN DOLLAR AMOUNT)

lawful money of the United States of America, to be paid to the said School District or its assigns, to which payment well and truly to be made, we bind ourselves, and each of our heirs, executors, administrators, Successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a Contract with the above School District, hereinafter called Obligee, bearing even date herewith, for the approximate sum of \_\_\_\_\_ (\$ \_\_\_\_\_ ) dollars.

NOW, THEREFORE, the condition of these obligations such that if the bounden PRINCIPAL shall and will promptly pay or cause to be paid in full all sums of money which may be due by contract or otherwise, to any individual, firm, partnership, association or corporation, for all material furnished or labor supplied or performed in the prosecution of the work, whether or not the said material or labor entered into and became component parts of the work and for rental of the equipment used and services rendered by public utilities in, or in connection with the prosecution of such work, then this obligation to be void, otherwise to remain in full force and effect.

The PRINCIPAL and SURETY, hereby, jointly and severally, agree with the Obligee herein that any individual firm, partnership, association or corporation, which has performed labor or furnished material in prosecution of the work as provided, and any public utility which has not been paid in full therefore, may sue in assumption on this Payment Bond in his, their, or its own name and may prosecute the same to final judgment for such sum or sums as may be justly due him, them or it, and have execution thereon. Provided, however, that the Obligee shall not be liable for the payment of any costs of expenses of such suit.

RECOVERY by any individual, firm, partnership, association or corporation hereunder shall be subject to the provisions of the "Public Works Contractors' Bond Law of 1967," Act No. 385, approved December 20, 1967, P.L. 869, which Act shall be incorporated herein and made a part hereof, as fully and completely as though its provisions were fully and at length herein recited.

It is further provided that any alteration which may be made in the terms of the Contract or in the work to be done or materials to be furnished or labor to be supplied or performed under it or the giving by the Obligee of any extension of time for the performance of the Contract or any other forbearance on the part of either the Obligee or the Principal to the other, shall not in any way release the PRINCIPAL and the SURETY or SURETIES of any such alteration, extension or forbearance being hereby waived.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have duly executed this Bond under seal this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

SIGNED AND SEALED IN THE PRESENCE OF A WITNESS:

SIGNED: \_\_\_\_\_

(SEAL)

BY: \_\_\_\_\_  
(NAME)

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

(SEAL)

SIGNED: \_\_\_\_\_  
(SURETY COMPANY)

TITLE: \_\_\_\_\_

BY: \_\_\_\_\_  
(NAME)

TITLE: \_\_\_\_\_

**Master Specification for Asbestos Abatement/Decontamination for  
Brandywine School District  
Various Schools**

**(Electronic copy provided on compact disk)**

**Site Specific Section 01013 – Summary of the Work – Asbestos Abatement  
Former Administration Building**



**BrightFields, Inc.**  
Environmental Services

September 27, 2012

Ms. Terri McCall  
State of Delaware  
Office of Maintenance and Budget  
Division of Facilities Management  
540 S. DuPont Highway, Suite 1  
Dover, Delaware 19901

**RECEIVED**

SEP 28 2012

**FACILITIES MANAGEMENT**

**RE: Brandywine School District  
Administration Building  
1000 Pennsylvania Avenue  
Claymont, Delaware  
BrightFields File # 2092.11.74  
BUSH - TASK 4**

Dear Ms. McCall:

Enclosed please find the Site Specific Section 01013 – Summary of the Work – Asbestos Abatement for the above mentioned project site, asbestos-containing materials were identified within the subject property slated for demolition and confirms the requirement for abatement by a licensed abatement contractor. The following Section 01013 has been prepared as an addendum to the Master Specification for asbestos abatement for the Brandywine School District, Various Schools which was reviewed and approved by the State of Delaware Office of Maintenance and Budget Division of Facilities Management on February 22, 2012. We are seeking your review and concurrence prior to initiation of the required abatement work on this project.

Please contact me at (302) 656-9600 if you have any questions.

Sincerely,  
BrightFields, Inc.

Monty W. Krough, Sr.  
AHERA Certified Project Designer No. 016725

Attachments: Project Specific P.E. Signature Page  
Section 01013 – Summary of the Work – Asbestos Abatement  
Project Specific Prevailing Wage Rate Sheet

In accordance with Delaware Code, Title 16, Chapter 78, Paragraph 7805 (1), the State of Delaware Facilities Management has reviewed this Specification and approves its use for the above mentioned project.

Signature: Terri McCall Date: 10-2-2012

Print: Terri McCall

State of Delaware, Office of Management and Budget, Division of Facilities Management

## **Attachment 1**

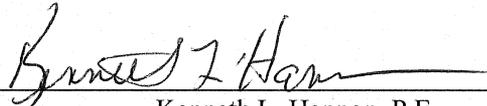
### **Project Specific P.E. Signature Page**



**BrightFields, Inc.**  
Environmental Services

To the best of my knowledge, the attached site specific, **01013 summary of work** (asbestos abatement) has been prepared from the information provided by the owner, physical observations of the building(s), and has been prepared in accordance with standard industry practices and all applicable federal, state and local codes and environmental regulations. The site specific 01013 scope of work becomes part of the Master Specification for Asbestos Abatement/Decontamination for Brandywine School District, Various Schools previously submitted and approved by Facilities management.

It is ultimately the responsibility of the Abatement Contractor to inspect all existing conditions prior to the execution of the contract and also to comply with all applicable State, Local, and Federal Codes and environmental regulations during all aspects of the abatement project.

A handwritten signature in black ink, which appears to read "Kenneth L. Hannon", is written over a horizontal line.

Kenneth L. Hannon, P.E.  
Delaware P.E. #17368

Date: 9/27/12

## **Attachment 2**

### **Section 01013 – Summary of the Work – Asbestos Abatement**



## SECTION 01013 - SUMMARY OF THE WORK - ASBESTOS ABATEMENT

### PART 1 - GENERAL

#### 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 WORK COVERED BY CONTRACT DOCUMENTS

**The Project** name is Asbestos Abatement at The Brandywine School District Administration Building.

1. **Project Location:** 1000 Pennsylvania Avenue, Claymont, DE 19703
2. **Owner:** Brandywine School District, 4 Mt. Lebanon Road, Wilmington, DE 19803

**B. Contract Documents:**

Prepared by: BrightFields, Inc.  
801 Industrial Street,  
Wilmington, DE 19801

Contract Documents include the following:

1. Master Specification For the Brandywine School District #2092.04.74, dated 2/20/2012
2. Site Specific Scope of Work #2092.11.74 BSD Admin Task 4, dated 9/24/2012
3. Any Addenda to the Specification or the Scope of Work

Notices & Permits:

1. Job Site Notices & Permits:
  - a. Equal Employment Opportunity
  - b. Material Safety Data Sheets
  - c. Federal EPA 10-day Notification; if required
  - d. State of Delaware (DNREC) 10-day Notification
  - e. Prevailing Wage Determination
  - f. Emergency Planning Procedures
  - g. Sub-Contractors List

Work to be performed subsequent to work under this contract: Property is subject for demolition, only asbestos-containing material (ACM) or ACM contaminated materials are to leave the site.



All other building materials will remain on the site for reclamation by the owner's demolition contractor. It will be the contractor's responsibility to work around any un-contaminated objects from the structure.

The abatement contractor will be responsible for following all OSHA guidelines for the duration of the project.

- C. The Work** consists of the proper removal of the following asbestos-containing materials:

Floor tile, floor tile mastic and sink brush/trowel on coating material.

- D. The Work** will be constructed under a single prime contract.

**1. Removal Procedures:**

**Removal of interior asbestos-containing materials (Flooring Materials & Sink Brush/Trowel On Coating Material):**

- i. Please note: Abatement activities cannot begin or be completed without the Owner's licensed Project Monitor present.**
- ii. Install 3-stage decontamination unit with shower in a centralized position to the three work areas. Please note since the decontamination unit is not directly attached to the individual work areas all personnel entering the contaminant must don two layers of protective clothing. When leaving the work area personnel must remove the outside layer of protective clothing prior to exiting the contaminant and entering the decontamination unit.
- iii. The decontamination unit will be erected in such a manner as to allow for a separate equipment room/bag-out. In no instance will the personal decontamination unit be used as a bag-out/equipment passage unless there is only one entry way into the work area and the method has been approved by the Owner's Project Monitor present.
- iv. Install and run high efficiency particulate absolute (HEPA) filtered air filtration devices in each work area. Pre-clean any areas needing critical barriers and install critical barriers within the individual work areas. Please note this work will be completed under all constructed regulated containment areas, which will require that all critical barriers be sealed with 2 layers of poly for each containment area. (Structure slated for demolition).
- v. Establish and maintain a pressure differential of -0.02 inches of water measured on a strip chart recorder or other approved method in each work area. The Owners' representative shall inspect and record the pressure differential at least 2 times per 8-hour shift. The Contractor shall supply a pressure differential manometer that is capable of monitoring and recording on a strip chart, pressure differential of 0.005 inches of water. The manometer shall be equipped with an automatically activated alarm system



that will sound if the pressure differential drops below the pre-set value. The Owner's representative may request that all strip charts recordings be turned over to the owner at the completion of the project. Work shall not commence until an adequate pressure differential is achieved and maintained in each work area.

- vi. A pre-commencement inspection shall be conducted by the abatement Contractor's supervisor and the Owner's representative; when approval from the Owner's representative is received the abatement activities may commence. The asbestos-containing materials shall be adequately wetted with amended water during the abatement process. Dry removal of any asbestos-containing materials will not be tolerated. The asbestos-containing building materials shall be continuously wetted and immediately placed into 6 ml. asbestos disposal bags for proper disposal, according to section 02081 and 02084 of the Master Specification.
- vii. Removal of the sink units associated with the asbestos-containing sink coating material and resulting debris. Sink units are to be removed from their counters, properly containerized, labeled and removed from the work area to the waste trailer. Contractors must prevent leaks after the sinks have been removed.
- viii. Removal by mechanical and chemical methods of all asbestos-containing flooring materials and resulting debris. All asbestos-containing flooring materials are to be properly containerized, labeled and removed from the work area to the waste trailer. Clean entire area using an approved vacuum equipped with HEPA filter.
- ix. After this procedure is completed and a visual inspection has passed, final clearance sampling will be performed by the Owner's representative. Final Clearance shall be conducted by phase contrast microscopy (PCM) analysis using EPA approved protocol.
- x. HEPA filtered air filtration devices shall remain in use until final analytical clearance has been established.

**2. The following inspections shall be performed during the project phases indicated:**

- a. Pre-Cleaning: A visual inspection of all pre-cleaned surfaces must be performed by the Contractors' on-site supervisor and the Owners' representative together prior to any abatement activities.
- b. Daily Project Inspections: An inspection of the integrity of the work area shall be performed a minimum of twice daily by the Owners representative.
- c. Final Visual Inspection (air clearance): A final visual inspection of the work areas shall be performed by the Contractors' on-site supervisor and Owners' representative prior to aggressive final air clearance sampling.



- d. Project Completion Inspection (post air clearance): A final visual inspection of the work area shall be performed by the Contractors' on-site supervisor and Owners' representative after aggressive final air clearance sampling has passed and containment system has been demobilized, prior to turning the area (s) over to the Owner.

Minimum Respiratory protection for this project shall include **full face Powered Air Purifying Respirators (PAPR)** for set up and removal of the asbestos-containing materials.

Water and electricity may be available at the site; however, it is the Contractors responsibility to verify any existing service and to provide all utilities required to complete the abatement in accordance with Section 01503 of the Master Specification, governing regulations, NEMA, NECA, OSHA and UL standards.

All workers must have their current State of Delaware Asbestos Worker/Supervisor Badge and current medical information available daily for verification and recording purposes by the Owners' representative in order to work on the project. **NO EXCEPTIONS SHALL BE TOLERATED.**

The abatement Contractor shall supply extra, new respirators (PAPR), respirator cartridges, disposable coveralls (w/head and foot covers) at the decontamination unit for use by authorized visitors as well as the Owners' representative at all times. All decontamination procedures shall be strictly followed and enforced. A signed copy of the Workers' Acknowledgment shall be obtained from each worker - section 01301 of the Master Specification.

**Measurements provided in this section are approximate and it is understood that ALL measurements must be verified by the Contractor and reported to the Owners' representative.**

1. All work shall be performed in accordance with the requirements of the specification and all applicable Federal, State and local regulations. The Contractor should take special note to the following sections of the Master Specification:

- a. Division 1 - General Requirements:

- 01013 Summary of Work - Asbestos Abatement
- 01028 Application for Payment - Asbestos Abatement
- 01043 Project Coordination - Asbestos Abatement
- 01097 Reference Standards and Definitions - Asbestos Abatement
- 01098 Codes, Regulations and Standards - Asbestos Abatement
- 01301 Submittals - Asbestos Abatement
- 01310 Schedule
- 01503 Construction Facilities and Temporary Controls - Asbestos Abatement
- 01513 Temporary Pressure Differential & Air Circulation System
- 01526 Temporary Enclosures
- 01527 Regulated Areas
- 01528 Entry into Controlled Areas
- 01529 Mini Enclosures and Glove bags



01560 Worker Protection - Asbestos Abatement  
01562 Respiratory Protection  
01563 Decontamination Units  
01601 Materials and Equipment - Asbestos Abatement  
01632 Product Substitutions - Asbestos Abatement  
01701 Contract Closeout - Asbestos Abatement  
01711 Project Decontamination  
01712 Cleaning and Decontamination Procedures

b. Division 2 - Site Work

02061 Building Component Demolition - Asbestos Abatement  
02062 Non-Asbestos Demolition  
02063 Removal of Asbestos Contaminated Materials  
02081 Removal of Asbestos Containing Material  
02084 Disposal of Regulated Asbestos Containing Material  
02085 Resilient Floor Covering Manufacturers' Recommended Work Practices  
02086 Hazardous Waste Management  
02087 Resilient Flooring Removal - Aggressive Asbestos Abatement  
02088 Removal of Asbestos Roofing Materials

c. Division 9 – Finishes

09805 Encapsulation of Asbestos-Containing Materials

2. Submittals: Prior to starting work, submit the following to the Owners' representative for review. Do not begin without the approval of the Owners' representative.
  - a. Scope of Work - Submit a detailed plan of the procedures to be used in complying with the requirements of this specification. Include the sequencing of work, methods to be used to assure the safety of the building occupants and visitors, detailed disposal plan and a detailed description of the methods to be used to control pollution. The plan shall be submitted at the pre-work meeting and approved by the Owners' representative prior to starting work.
3. Inspection: Prior to starting work, inspect work areas. Prepare a list of damages to the structure, surfaces and equipment of surrounding areas of the building that may be construed as damage caused by the work. Photograph or videotape existing conditions as necessary to document these conditions. Submit to the Owners' representative prior to starting work (non applicable, structure slated for demolition).



### 1.3 WORK SEQUENCE

**D. The Work** will be conducted in one (1) area, in the following sequence:

- 1. One (1):** Removal of interior building ACM. Work of this phase shall be completed in accordance with project schedule. Work shall be completed prior to the start of the exterior ACM removal activities.

### 1.4 ASBESTOS-CONTAINING MATERIALS:

- A. The work** of this contract involves activities that will disturb asbestos-containing materials. The location and type of asbestos-containing materials known to be present at the worksite is set forth in the “Schedule of Asbestos-Containing Materials” at the end of this section. If any other asbestos-containing materials or suspect asbestos-containing materials are found, notify the Owner, other employers and employees about the location and quantity of the asbestos-containing materials or suspect asbestos-containing materials within 24 hours of the discovery.

The following asbestos-containing materials are known to be present at the worksite. If any other materials are found that are suspected of containing asbestos, notify the Owners’ representative immediately.

Floor Tile (16,475 square feet) & Mastic (28,818 square feet)	4-8% Chrysotile
Sink Brush/Trowel On Coating (4 units)	2% Chrysotile

### 1.5 ASBESTOS HEALTH RISK:

- A.** The disturbance or dislocation of asbestos-containing materials may cause asbestos fibers to be released into the atmosphere, thereby creating a potential health risk to workers. Apprise all workers, supervisory personnel, subcontractors and consultants who will be at the job site of the seriousness of the risk and of proper work procedures which must be followed.
- B.** Where in the performance of the work, workers, supervisory personnel, subcontractors, or consultants may encounter, disturb, or otherwise function in the immediate vicinity of any identified asbestos-containing materials, take appropriate continuous measures as necessary to protect all building occupants from the risk of exposure to airborne asbestos. Such measures shall include the procedures and methods described herein, and compliance with regulations of applicable federal, state and local agencies.

### 1.6 CONTRACTOR USE OF PREMISES

- A. General:** During the abatement period the Contractor shall have limited use of the premises for abatement operations.
- B. Use of the Site:** Limit use of the premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.



1. **Owner Occupancy:** Allow for Owner occupancy and Owner's representative.
  2. **Driveways and Entrances:** Keep driveways and entrances serving the premises clear and available to the Owner, the Owner's employees, and emergency vehicles at all times. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. **Use of the Existing Building:** Maintain the existing building in a weather tight condition throughout the construction period. Repair damage caused by construction operations (non applicable). Take all precautions necessary to protect the building during the construction period.
1. **Smoking:** Smoking or open fires will not be permitted on the property.
  2. **Toilet Rooms:** Use of onsite toilets will not be permitted (non applicable). It will be the Contractors' responsibility to maintain on site toilet facilities and/or use local offsite public facilities.

## 1.7 OCCUPANCY REQUIREMENTS

- A. **Partial Owner Occupancy:** The Owner reserves the right to occupy and to place and install equipment in completed areas of the building prior to Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placing of equipment and partial occupancy shall not constitute acceptance of the total Work.
1. The Owners' representative will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner occupancy.

## 1.8 AIR MONITORING BY THE OWNER:

- A. **The Owner has contracted for air monitoring.** Air monitoring may be conducted both outside and inside of the work area during the work, and for clearance sampling at the end of the project
1. **Outside of the Work Area:** The Owner's air monitoring firm may sample air outside of the Work Area to detect faults in the Work Area isolation such as:
    - a. Contamination of the building outside of the Work Area with airborne asbestos fibers,
    - b. Failure of filtration or rupture in the differential pressure system,
    - c. Contamination of air outside the building envelop with airborne asbestos fibers.
  2. **Inside the Work Area:** The Owners' air monitoring firm may monitor airborne fiber counts in the Work Area. The purpose of this air monitoring is to detect airborne asbestos concentrations which may challenge the ability of the Work Area isolation procedures to protect the balance of the building or outside of the building from contamination by airborne fibers.
- B. **Work area clearance:** Clearance air sampling by the Owners' air monitor at the completion of asbestos abatement work is described in Section 01711 Project Decontamination.



- C. **Air monitoring** required by OSHA is work of the Contractor and is not covered in this section. Contractor shall comply with all applicable regulatory sampling requirements as well as all monitoring requirements detailed in the Section.

**1.9 SCHEDULE OF AIR SAMPLES BY OWNER:**

- A. **Sample cassettes:** Samples will be collected on 25 mm. cassettes as follows:

- 1. **PCM:** 0.8 micrometer mixed cellulose ester.

- B. **Number and Volume of Samples:** The number and volume of air samples given in the schedules is approximate. The exact number and volume of samples collected by the Owner may vary depending upon job conditions and the analytical method used.

- C. **Sample Volume and Sensitivity:**

- 1. **PCM:** The sample volumes collected by the Owners’ air monitor will be determined by the following formula:

$$\frac{(\# \text{ Fibers in sample} - \text{fibers in blank}) 385\text{mm squared}}{(\text{Vol. Liters}) (1000) (0.00785\text{mm squared}) (\# \text{ fields})} = \text{fibers/cc}$$

Where:

- Number of fibers = 5.5 fibers/100 fields, based on a limit of detection (LOD) of 7 fibers/mm<sup>2</sup> on the filter
- Area of 100 fields = 0.785mm<sup>2</sup>
- Total Filter Area = 385mm<sup>2</sup>
- Limit Value = as specified in the schedules of samples below

- a. For purposes of this specification, the sample volume calculated above will be considered to be of sufficient size so that there is a 95% level of confidence that the value measured by each individual sample at the limit of detection (LOD) is less than or equal to the limit values specified below.
- b. For purposes of this specification, the Limit of Detection (LOD) is defined as 7 fibers/mm<sup>2</sup> on the filter or 5.5 fibers/100 fields.
- c. For purposes of this specification overloaded samples will be considered as exceeding the applicable limit value.

- D. **Base Line:**

- 1. **Before Start of Work:** The owners’ representative may secure air samples to establish a base line.

2. **PCM Samples**

Location Sampled	Number of Samples	Limit Value (Fibers/cc)	Approx. Volume (Liters)	Rate (Liters/Minute)
Each Work Area	5	0.01	1200	1-10
Outside Each Work Area	5	0.01	1200	1-10
Outside Building	5	0.01	1200	1-10

3. **TEM Samples:**

Location Sampled	Number of Samples	Analytical Sensitivity (Struct. /cc.)	Approx. Volume (Liters)	Rate (Liters/Minute)
Each Work Area	1	0.005	1,200	1-10
Outside Each Work Area	1	0.005	1,200	1-10
Outside Building	1	0.005	1,200	1-10

4. **Base Line:** a level expressed in fibers per cubic centimeter which is twenty-five percent greater than the largest of the following:

- a. Average of the PCM samples collected outside each Work Area
- b. Average of the PCM samples collected outside the building
- c. 0.01 fibers per cubic centimeter

5. **Samples collected for Transmission Electron Microscopy (TEM) analysis** will be held without analysis. These samples will be analyzed under the conditions and terms set forth in "Fibers Counted" and "Affect on Contract Sum".



**E. Daily:**

1. **From start of work** of Section 01526 Temporary Enclosures through the work of Section 01711 Project Decontamination sections of the Master Specification, the Owner may take samples.
2. **Sample volume and sensitivity:** inside the work area may vary depending upon conditions in the work area. If samples are overloaded at the sample volume required for a limit value equal to the “Stop Action Levels” or “Immediate Stop Action Levels” given later in this section, the level is considered to have been exceeded.
3. **PCM Samples:**

Location Sampled	Number of Samples	Limit Value (Fibers/cc)	Approx. Volume (Liters)	Rate (LPM)
Each Work Area	2	0.01	1000	1-10
Outside Each Work Area at Critical Barrier	1	0.01	1000	1-10
Clean Room	1	0.01	1000	1-10
Equipment Decon	1	0.01	1000	1-10
Outside Building	1	0.01	1000	1-10
Output of Pressure Differential System	1	0.01	1000	1-10

- F. Additional samples** may be taken at the Owner's or Owners’ representatives’ discretion. If airborne fiber counts exceed allowed limits additional samples may be taken as necessary to monitor fiber levels.

**1.10 ANALYTICAL METHODS USED BY THE OWNER:**

- A.** The following methods will be used by The Owner in analyzing filters used to collect air samples. Sampling rates may be varied from printed standards to allow for high volume sampling.
1. Phase Contrast Microscopy (PCM) will be performed using the NIOSH 7400 method.
  2. Transmission Electron Microscopy (TEM) will be performed using the analysis method set forth in the AHERA regulation 40 CFR Part 763 Appendix A (when applicable).



### 1.11 LABORATORY TESTING BY OWNER:

- A. **The services of a testing laboratory** may be employed by the Owner to perform laboratory analyses of the air samples. A technician will be at the job site, and samples will be sent daily by carrier for next day delivery, so that verbal reports on air samples can be obtained within 24 hours.
- B. **A complete record** of all air monitoring and results will be furnished to the Owners' representative, the Owner, and the Contractor.
- C. **The Contractor will have access** to all air monitoring tests and results upon request.
- D. **Written Reports:** of all air monitoring tests will be posted at the job site on a daily basis.

### 1.12 FIBERS AND STRUCTURES

- A. **Fibers Counted:** The following procedure will be used to resolve any disputes regarding fiber types when a project has been stopped due to excessive airborne fiber counts.
  - 1. **Large Fibers:** "Airborne Fibers" referred to above include all fibers regardless of composition as counted by phase contrast microscopy (PCM), unless additional analysis by transmission or scanning electron microscopy demonstrates to the satisfaction of the Owners' representative that non-asbestos fibers are being counted. "Airborne Fibers" counted in samples analyzed by transmission electron microscopy shall be asbestos fibers, greater than 5 microns in length.

For purposes of stop action levels, subsequent to analysis by electron microscopy, the number of "Airborne Fibers" shall be determined by multiplying the number of fibers, regardless of composition, counted by PCM by the proportion of fibers that are asbestos as determined by TEM (a number equal to, asbestos fibers counted, divided by all fibers counted in the electron microscopy analysis).

- 2. **Small Structures:** "Airborne Fibers" referred to above include asbestos structures (fibers, bundles, clusters or matrices) of any diameter and any length greater than 0.5 microns.

### 1.13 ADDITIONAL TESTING:

- A. **The Contractor may conduct** air monitoring and laboratory testing. If Contractor elects to do this the cost of such air monitoring and laboratory testing shall be at no additional cost to the Owner. The Contractor is required to provide Owner with results of all air monitoring and testing within 3 days of receiving results.

### 1.14 PERSONAL MONITORING:

- A. **Owner will not perform** air monitoring for the Contractor to meet Contractor's OSHA requirements for personal sampling or any other purpose.



**1.15 MISCELLANEOUS PROVISIONS**

A. None.

**PART 2 - PRODUCTS (Not Applicable)**

**PART 3 - EXECUTION**

**3.1 STOP ACTION LEVELS:**

A. **Inside Work Area:** Maintain an average airborne count in the work area of less than the Stop Action Level given below for the type of respiratory protection in use. If the fiber counts rise above this figure for any sample taken, revise work procedures to lower fiber counts. If the Time Weighted Average (TWA) fiber count for any work shift or 8 hour period exceeds the Stop Action Level, stop all work except corrective action, leave pressure differential and air circulation system in operation and notify Owners’ representative. After correcting cause of high fiber levels, do not recommence work for 24 hours unless otherwise authorized, in writing, by Owners’ representative.

STOP ACTION LEVEL (F/cc)	IMMEDIATELY STOP LEVEL (F/cc)	MINIMUM RESPIRATOR REQUIRED	PROTECTION FACTOR
0.1	0.5	Half face	10
0.5	2.5	PAPR	1,000
1.0	5.0	Supplied Air Pressure Demand	1,000

1. If airborne fiber counts exceed Immediate Stop Level given above for type of respiratory protection in use for any period of time cease all work except corrective action. Notify the Owners’ representative. Do not recommence work until fiber counts fall below Stop Action Level given above for the type of respiratory protection in use. After correcting cause of high fiber levels, do not recommence work for 24 hours unless otherwise authorized, in writing, by the Owners’ representative.

B. **Outside Work Area:** If any air sample taken outside of the Work Area exceeds the base line established in Part 1 of this section, immediately and automatically stop all work except corrective action. The Owners’ representative will determine the source of the high reading and so notify the Contractor in writing.



**C. Corrective Action:**

1. If the high reading was the result of a failure of Work Area isolation measures initiate the following actions:
  - a. Immediately erect new critical barriers as set forth in Section 01526 of the Master Specification, Temporary Enclosures to isolate the affected area from the balance of the building. Erect Critical Barriers at the next existing structural isolation of the involved space (e.g. wall, ceiling, and floor).
  - b. Decontaminate the affected area in accordance with Section 01712 of the Master Specification, Cleaning and Decontamination Procedures.
  - c. Require that respiratory protection as set forth in Section 01562 Respiratory Protection be worn in affected area until area is cleared for re-occupancy in accordance with Section 01711 of the Master Specification, Project Decontamination.
  - d. Leave Critical Barriers in place until completion of work and insure that the operation of the pressure differential system in the Work Area results in a flow of air from the balance of the building into the affected area.
  - e. If the exit from the clean room of the personnel decontamination unit enters the affected area, establish a decontamination facility consisting of a Shower Room and Changing Room as set forth in Section 01563 of the Master Specification, Decontamination Units at entry point to affected area.
  - f. After Certification of Visual Inspection in the Work Area remove critical barriers separating the work area from the affected area. Final air samples will be taken within the entire area as set forth in Section 01711 of the Master Specification, Project Decontamination.
2. If the high reading was the result of other causes initiate corrective action as determined by the Owners' representative.

- C. Effect on Contract Sum:** Complete corrective work with no change in the Contract Sum if high airborne fiber counts were caused by Contractor's activities. The Contract Sum and schedule will be adjusted for additional work caused by high airborne fiber counts beyond the Contractor's control.

**3.2 STOP WORK:**

- A. If the Owner or Owners' representative** presents a written stop work order, immediately and automatically conform to that stop work order, while maintaining temporary enclosures and pressure differential. Do not recommence abatement work until authorized in writing by Owner or Owners' representative.
- B. Immediately initiate the following actions:** After being presented with a stop work order immediately:



1. Cease all asbestos removal activities, or any other activities that disturbs asbestos-containing materials.
2. Repair any fallen, ripped or otherwise failed work area isolation measures.
3. Maintain in operation all work area isolation measures including those required by following Sections of the Master Specification, 01526 Temporary Enclosures, 01513 Temporary Pressure Differential & Air Circulation System, and 01563 Decontamination Units.
4. Maintain all worker protections including those required by following Sections of the Master Specification, 01560 Worker Protection - Asbestos Abatement, and 01562 Respiratory Protection.
5. Fog the air in the work area with a mist of amended water to reduce airborne fiber levels.

**C. Do not recommence work** until authorized in writing by the Owner or Owners’ representative.

**3.3 SCHEDULE OF ASBESTOS-CONTAINING MATERIALS:**

Quantities are estimations only and need to be field verified by Contractor.

**APPROXIMATE QUANTITIES AND LOCATIONS**

**CONTRACTOR MUST VERIFY ALL QUANTITIES AND LOCATIONS OF ASBESTOS-CONTAINING MATERIALS**

<u>Location</u>	<u>Material</u>	<u>Quantity</u>	<u>% Asbestos</u>
<b>Interior:</b>	12“ x 12” Floor Tile / Mastic	16,475 square feet	4 – 8% Chrysotile
	12” x 12” Floor Tile MASTIC (in addition to mastic identified above)	12,343 square feet	4% Chrysotile
	Sink Brush / Trowel On Coating	4 units	2% Chrysotile

**END OF SECTION - 01013**



## **Attachment 3**

# **Project Specific Prevailing Wage Rate Sheet**



RECEIVED  
SEP 24 2012

STATE OF DELAWARE  
DEPARTMENT OF LABOR  
DIVISION OF INDUSTRIAL AFFAIRS

225 Corporate Boulevard, Suite 104  
Newark, Delaware 19702

**Via Facsimile and Regular Mail**

TELEPHONE (302) 761-8200  
(302) 451-3423  
Fax (302) 368-6604

September 21, 2012

Mr. Jason Sunde  
Bright Fields Inc.  
801 Industrial St. #1  
Wilmington, DE 19801

Re: Brandywine School District Administrative Building New Castle County, Delaware

Dear Mr. Sunde:

I am responding to your request for a category determination for the Brandywine School District Administrative Building, which is a state funded construction project located in New Castle County, Delaware. The work consists of consists of asbestos abatement, waste removal and disposal, project management of environmental services, demolition of former school structures, grading and site restoration. You estimate the total cost of construction for this project to be \$364,782.50.

Based upon the information you provided the Department of Labor has determined that this project is a Heavy Construction project.

Delaware's Prevailing Wage Regulations provide that the rates applicable to a project are the rates in effect on the date of publication of the specifications for that project. I have enclosed a certified copy of the March 15, 2012, prevailing wage rates for Heavy Construction to be included in your bid specification. However, please be advised that, in the event that a contract for a project is not executed within one hundred and twenty (120) days from the earliest date the specifications were published, the rates in effect at the time of the execution of the contract shall be the applicable rates for the project.

If you have any questions or I can provide any additional assistance, please do not hesitate to contact me at (302) 451-3406.

Sincerely,

Ken Johnson  
Labor Law Enforcement Officer  
kennethw.johnson@state.de.us

Enclosure

STATE OF DELAWARE  
DEPARTMENT OF LABOR  
DIVISION OF INDUSTRIAL AFFAIRS  
OFFICE OF LABOR LAW ENFORCEMENT  
PHONE: (302) 451-3423

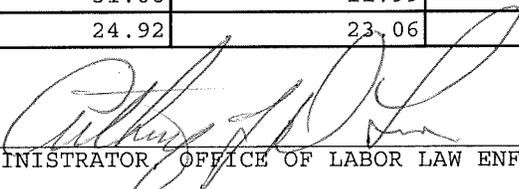
Mailing Address:  
225 CORPORATE BOULEVARD  
SUITE 104  
NEWARK, DE 19702

Located at:  
225 CORPORATE BOULEVARD  
SUITE 104  
NEWARK, DE 19702

PREVAILING WAGES FOR HEAVY CONSTRUCTION EFFECTIVE MARCH 15, 2012

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	20.23	18.60	40.43
BOILERMAKERS	65.47	30.73	56.37
BRICKLAYERS	44.98	22.19	23.83
CARPENTERS	49.06	49.06	39.22
CEMENT FINISHERS	23.01	22.94	17.35
ELECTRICAL LINE WORKERS	34.86	26.30	25.89
ELECTRICIANS	59.10	59.10	59.10
GLAZIERS	19.54	16.96	11.48
INSULATORS	50.38	50.38	50.38
IRON WORKERS	58.70	25.54	55.78
LABORERS	37.20	37.20	37.20
MILLWRIGHTS	60.85	60.85	47.42
PAINTERS	56.07	56.07	56.07
PILEDRIVERS	66.42	37.64	29.30
PLASTERERS	18.40	15.97	10.80
PLUMBERS/PIPEFITTERS/STEAMFITTERS	70.08	21.62	17.12
POWER EQUIPMENT OPERATORS	55.81	28.48	55.81
SHEET METAL WORKERS	29.40	18.23	17.13
SPRINKLER FITTERS	31.68	11.99	9.93
TRUCK DRIVERS	24.92	23.06	23.27

CERTIFIED: 9/21/12

BY: 

ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

**NOTE:** THESE RATES ARE PROMULGATED AND ENFORCED PURSUANT TO THE PREVAILING WAGE REGULATIONS ADOPTED BY THE DEPARTMENT OF LABOR ON APRIL 3, 1992.

CLASSIFICATIONS OF WORKERS ARE DETERMINED BY THE DEPARTMENT OF LABOR. FOR ASSISTANCE IN CLASSIFYING WORKERS, OR FOR A COPY OF THE REGULATIONS OR CLASSIFICATIONS, PHONE (302) 451-3423.

NON-REGISTERED APPRENTICES MUST BE PAID THE MECHANIC'S RATE.

**PROJECT:** Brandywine School District Administrative Building, New Castle County



**Site Specific Section 17001 – Universal and Hazardous Waste Removal  
Former Administration Building**



## Section 17001 – UNIVERSAL AND HAZARDOUS WASTE REMOVAL

### Part 1.0 GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Performance of the scope of work in accordance with all local, State and Federal regulations. The scope of work includes the safe collection, packaging and offsite recycling/disposal of universal waste and hazardous materials. The work will be performed in conjunction with the asbestos abatement activities prior to site demolition.
- B. Work shall comply with Section 02086 Hazardous Waste Management

#### 1.2 DEFINITIONS

- A. Off-site disposal: this term is meant to represent the removal of any/all materials from the site to an offsite location properly licensed/permitted to handle the material.
- B. Permits: are defined as those items issued by a regulatory agency to ensure compliance with local, city and state ordinances.
- C. DNREC: is the Delaware Department of Natural Resources and Environmental Control
- D. OSHA: is defined as the Occupational Safety & Health Administration
- E. EPA: is the Environmental Protection Agency

#### 1.3 SUBMITTALS

- A. Prior to removal of any wastes, a Health & Safety Plan (2 bound copies) shall be prepared by the Contractor and submitted to the Owner outlining at a minimum the following items:
  - a. Emergency contact and phone numbers,
  - b. Route to the nearest hospital,
  - c. Personal Protection Equipment required,
  - d. Handling and storage procedures for identified wastes,
  - e. Decontamination procedures,
  - f. Material Safety Data Sheets, and
  - g. Acknowledgment for all workers.

#### 1.4 QUALIFICATIONS

- A. Submit a copy of a current Delaware business license and current insurance certificate to Owner with bid form.
- B. For the environmental items of concern, the disposal or recycling facilities to be used for final disposition will be required to be identified.
- C. The Contractor will be required to provide copies of any licensing required.

#### 1.5 REGULATORY REQUIREMENTS

- A. All work must confirm to all appropriate regulatory requirement under DNREC, OSHA and EPA.

- B. It will be the responsibility of the Contractor to complete all necessary paperwork, including acquiring a waste generator identification number from the U.S. Environmental Protection Agency, if required, to track the waste generated.
- C. Obtain any required approvals from the Owner.
- D. All fees for any required permits shall be borne by the Contractor.

1.6 SCHEDULING SEQUENCE

- A. All work shall be coordinated so as not to interfere with other Contractors onsite. It is anticipated that the scope can be completed concurrently with asbestos abatement activities.
- B. The Contractor shall inform the Owner in writing of their planned sequence of activities before beginning the work.

PART 2.0 PRODUCTS

2.1 MATERIALS

- A. Under no circumstances are any wastes to be broken, damaged or otherwise released as part of this removal action. Except for items or materials indicated to be reused, salvaged, or otherwise indicated to remain the Owner's property, all wastes materials shall be removed from the site for disposal disposition at the Contractor's option.
- B. Regardless of ownership, the Contractor will be responsible for all collection, segregation, packaging, transportation and recycling/disposal of items for recycling or disposal.

PART 3.0 EXECUTION

3.1 IDENTIFIED WASTES

- A. The following section describes the scope of work for this project. It is the goal of the Owner to award one contract for the safe collection, packaging, transportation and disposal of the identified waste on the site.
- B. An environmental survey of the site has been completed for identification of the environmental items of concern. The following has been identified:

Line Item	Item	Per unit	Number of units
<b>Universal and Hazardous Materials</b>			
1	PCB-containing Light Ballast	ballast	150
2	Mercury halide bulbs	bulb	30
3	Fire Extinguishers	unit	10

<b>Line Item</b>	<b>Item</b>	<b>Per unit</b>	<b>Number of units</b>
<b>4</b>	<b>Decommission Ansul® Fire System</b>	<b>unit</b>	<b>1</b>
<b>5</b>	<b>Refrigerant (multiple compressors &amp; tank)</b>	<b>pound</b>	<b>20</b>
<b>6</b>	<b>Mercury containing thermostats</b>	<b>pound</b>	<b>2</b>

- C. Fluorescent light bulb fixtures can be found throughout the school facility. The Contractor will verify that the ballast is labeled PCB or non-PCB containing. In the event the label does not indicate that it is either PCB or non-PCB containing, it will be considered PCB-containing. After the contractor has verified the electrical system has been disconnected, the PCB-containing ballasts will be removed from the light fixtures and placed in suitable containers for shipment to prevent damage during transport to the disposal/recycling facility.
- D. Refrigerant which is typically found in air conditioner and freezer compressors is present onsite. The Contractor shall retain the services of a licensed company to remove and recycle the refrigerant present onsite. After removal, the unit will be tagged or labeled indicating the unit is refrigerant free.
- E. An Ansul ® fire suppression system is present in the kitchen is required to be decommissioned.
- F. Fire extinguishers shall be maintained onsite until all work under the asbestos abatement and universal and hazardous material collection and disposal is complete. At the completion of these activities, the fire extinguishers shall be removed for recycling prior to site demolition.
- G. Mercury switches will be removed in a manner that will not break the vial or container the material is contained within. In the event a vial or container of mercury is broken, it shall be the Contractor's responsibility to provide the necessary clean up and disposal measures of the spilled and contaminated material.

END OF SECTION