

COMPLIANCE ENVIRONMENTAL, INC.**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

- A. **The Project** consists of interior and exterior asbestos abatement at the Rehoboth Elementary School, Big and Little buildings as follows:
1. **Project Name:** 2019 Asbestos Abatement of the Rehoboth Elementary School, Big and Little Buildings.
 2. **Project Location:** Rehoboth Elementary School, Big and Little, 500 and 504 Stockley Drive, Rehoboth Beach, Delaware.
 3. **Owner:** Cape Henlopen School District, 1270 Kings Highway, Lewes, Delaware 19958.
 4. **Work Period:** All required activities must be started on or about June 24, 2019 and substantial completion of the project must be achieved as follows: (i) within thirty (20) calendar days starting from the Notice to Proceed date for the Rehoboth Elementary (Little) building, and (ii) within one-hundred sixty (160) calendar days starting from the Notice to Proceed date for the Rehoboth Elementary (Big) building.
 5. **Desired Work Schedule:** The Owner desires that all work be completed as soon as possible without the addition of overtime hours. The Contractor shall start and complete the project in this desired sequence:
 - (i). **Rehoboth Elementary (Little): Work must begin at this building as the Contractor's first activity on or about June 24, 2019 and substantial completion of this building within twenty (20) calendar days starting from the Notice to Proceed date.**
 - (ii). **Rehoboth Elementary (Big): Work can begin work at this building location on or about June 24, 2019 and substantial completion of this building must be within one-hundred sixty (160) calendar days starting from the Notice to Proceed date.**
 6. **Prevailing Wage Rates:** Current State of Delaware Prevailing Wage Rates are in effect. Wage rates are provided in the specification. The project is in Sussex County. (Part II., General Specifications)
 7. **Liquidated Damages:** The Contractor shall pay liquidated damages at the rate of \$ 2,000.00 per calendar day if substantial completion is not achieved within either of the time requirements indicated in Item 1.2, A. 5 (i) and (ii) above.
 8. **Owner's Representative:** Compliance Environmental, Inc. will represent the Owner on this project.

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- B. Contract Documents**, dated April 11, 2018 were prepared for the Project by Compliance Environmental, Inc., 150 South Bradford Street, Dover, Delaware 19904, CEI Project Number CEI-041118. Conditions and requirements are indicated on the Contract Documents including, but not limited to, this specification, drawings, and any addenda to the specifications.
- C. The Work** consists of the removal of asbestos-containing floor tiles and associated mastic, carpet glue and associated mastics, pipe coverings (insulation and fittings), HVAC dustwork mastic, vibration dampening cloth, ceiling tile and chalkboard glue dots, sink undercoatings, fire doors, asbestos heat shields, cement transite panels, valve, fittings and equipment gaskets, boilers and components, caulks and glazing, flashing tar and roofing. The work also requires the Contractor to provide break-in points through out the buildings to inspect within ceilings, walls and floors. Also, the work involves removal of pipe coverings and debris from pipe trenches. Work areas are shown on the drawings for work described in this specification. The work also includes the removal of assumed asbestos-containing materials which were inaccessible during the asbestos building inspection. The work also requires the removal of non-asbestos-containing building materials to access asbestos-containing materials. This work is being performed in preparation of demolition of the building. Therefore, all asbestos materials must be removed on this project.
- 1. Work to be Performed Under This Contact:** includes complete removal and proper disposal of all asbestos-containing and asbestos-contaminated materials at the Rehoboth Elementary School, Big and Little buildings shown on the drawings and Table 1 and Table 2. Asbestos locations and assumed asbestos locations are shown on Contract Documents prepared by Compliance Environmental, Inc. The bulk sampling information is provided for reference.

The total estimated asbestos-containing materials to be abated and location is shown on the attached Table 1 and Table 2. Table 1. shows the location and estimated quantity of positive asbestos-containing building materials that require abatement. Table 2. shows the location and estimated quantity of assumed asbestos-containing materials. **The Contractor shall provide in its lump sum cost for the project, all of the work included on Table 1 and Table 2, and all other requirements in the Contract Documents.**

- 2. Work to be Performed Prior to Work Under This Contact:** The Owner shall remove desired non-fixed articles (e.g., furniture, computers, boxes) from work area(s) that are not contaminated. All non-fixed articles remaining in work areas shall be moved to non-work areas prior to the start of any asbestos abatement work by the Contractor at no additional cost to the Owner.
- 3. Project Site Notices:** The Contractor shall provide, as a minimum and at all times, at a visible location at the project site, the following:
- (i). Equal Employment Opportunity and Minimum Wage Information
 - (ii). U.S. EPA 10-Day Notification
 - (iii). State of Delaware DNREC 10-Day Notification
 - (iv). State of Delaware Prevailing Wage Determination
 - (v). Site Supervisor and Worker Badges
 - (vi). Air Sampling Results (if any)
 - (vii). Emergency Planning Procedures
 - (viii). Subcontractor List
 - (ix). Material Safety Data Sheets

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4. **Submittals Prior to Site Work:** The Contractor shall provide the following items to the Owner's Representative prior to asbestos abatement:
 - (i). Signed Contracts.
 - (ii). Signed Payment and Performance Bonds.
 - (iii). Certificate of Liability Insurance.
 - (iv). Copy of the U.S. EPA 10-Day Notification.
 - (v). Copy of the State of Delaware DNREC 10-Day Notification.
 - (vi). Project Schedule.
 - (vii). Completed Initial Exposure Assessment Form (Appendix C, Section 01562)
 - (viii). Completed Certificates of Site Worker's Acknowledgment Forms (Appendix C, Section 01560).
 - (ix). Complete list of Project Supervisors and Workers including names and addresses.
 - (x). Fit test results, medical results, and certifications for Project Supervisors and Workers.

5. **Assumed Asbestos Materials:** The project contains assumed asbestos-containing materials as shown in the specification. The Contractor shall include in its bid the cost of complete abatement and proper disposal of all assumed asbestos-containing materials. Some locations require that the Contractor "break-in" into wall, floor and ceiling for inspection by the Owner's Representative. The size, number and shape of the break-in shall be adequate as determined by the Owner's Representative to perform a proper inspection. Some locations shown on the drawing will require multiple break-ins. The Contractor shall include in its bid all costs associated with break-in activities and complete abatement of all of the quantities of assumed materials listed in the specifications at no additional cost to the Owner.

6. **Unit Prices:** The unit prices listed on the bid form could be used to adjust the Contractor's base bid and alternates, add or deduct, for changes in quantities on the project. However, the Owner reserves the right to accept or reject these listed unit prices and to ask the Contractor to provide other pricing based upon project conditions.

7. **Measurements and Dimensions:** It is the Contractor's responsibility to verify all measurements prior to the openings of the bids. Any discrepancies in the measurements or work site conditions must be made prior to the opening of the bids.

8. **Work Area Security & Protection:** In performing the work, the Contractor is responsible for the security of the work area and protection of any and all equipment, materials, and surfaces not scheduled for work activities. The Contractor shall not be provided with a key to building(s) where work is to be performed. It is the Contractor's responsibility to adequately barricade, sign and control access to work areas in such a way to prevent accidental access to work areas.

9. **Damage Repair & Missing Item Replacement:** The Contractor shall repair or replace, at his own expense, any damage occurring during his activities to any building component not scheduled for asbestos abatement or movement. Any damaged or missing items will be replaced or paid for by the Contractor prior to receipt of final contract payment.

10. **Payment Requests:** The Owner's Representative shall review and recommend payment of all invoices from the Contractor. Invoices shall be submitted by the Contractor in a form

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acceptable to both the Owner's Representative and Owner.

11. **Critical Barriers:** Critical barriers consisting of two (2) single layers of 6-mil polyethylene sheeting applied separately by the Contractor with varying tape lines shall be installed, as a minimum, at ventilation systems, doors, windows, electrical wall switches and receptacle, and other openings in the work area. See Section 01526 for more information.
12. **Ventilation Systems:** The Contractor shall completely immobilize any ventilation systems in work areas by, as a minimum, by sealing supply and return ducts with critical barriers, locking and tagging the system "off," notifying building operators, and providing proper labeling. See Section 01513 for more information.
13. **Toilet Facilities:** The Contractor shall provide, at his own expense, toilet facilities for his use during the project.
14. **Floor Tile Machines:** The use of floor tile machines are allowed on this project at the discretion of the Contractor and if the Contractor can demonstrate after bidding and prior to the start of the work, that proper usage and effective decontamination procedures will be used by the Contractor. If the Contractor elects to use a floor tile machine for any portion of the work herein, prior to its usage, the Contractor shall submit a written Work Plan for review and have the Work Plan approved. The Work Plan shall contain, at a minimum, the following elements:
 - (i). The floor tile machine(s) will be visually inspection by the Owner's Representative prior to use on this Project to verify that the machine is clean and containing no viable debris or contamination. If not acceptable, the floor tile machine(s) cannot be used on this Project.
 - (ii). The Contractor shall be responsible for any damage caused by the machine(s).
 - (iii). Detailed description of the method(s) which will be used by the Contractor to decontaminate the equipment and verify using AHERA visual and air testing clearance protocols, that the equipment was effectively decontaminated. All visual and air testing required will be at no additional cost to the Owner. The Contractor shall provide documentation to the Owner's Representative that it has passed all AHERA visual and air testing clearance protocols prior removal of any floor tile machines from its decontamination area.
 - (iv). Decontamination shall be performed prior to moving of the machine(s) out of any Work Area to effectively remove any asbestos residue. Decontamination shall be performed in a dedicated containment (the equipment decontamination/bag-out area can be used provided it can accommodate all of the required activities). After decontamination, the Contractor shall provide documentation to the Owner's Representative that the machine was properly decontaminated prior to removal of the machine out of any Work Area including all air testing results.

The Contractor acknowledges by submission of its bid, that there are no guarantees made by the Owner that approval of floor tiles machines will be granted and the Contractor reaffirms that if floor tile machines are not approved for use on this project, that manual scrapping methods will be used to complete the project in accordance with

the Specifications at no additional cost to the Owner.

15. **Removal Procedures:**

(i). **Floor Tile and Associated Mastics:**

Some work areas contain multiple layers of floor tiles with carpeting and stair treads at some locations. All asbestos floor tile layers including all non-asbestos floor tile layers on top of or below asbestos floor tiles and all associated mastics must be removed and disposed by the Contractor. Install a three-stage decontamination unit, with shower, at the entrance to the work area containments. The decontamination units shall be installed in such a manner as to allow for separate equipment room/bag-out off to the side. **In No Instance Will the Personal Decontamination Unit Be Used for Bag-out or Equipment Passage.** Install and operate HEPA filtered air filtration devices. Pre-clean any areas needing critical barriers, and install critical barriers. The work area shall consist of two (2) layers of 6-mil plastic sheeting as critical barriers at all openings. Establish and maintain at all times a pressure differential of minus 0.02 inches of water measured on a strip chart recorder or other approved method. The pressure differential recorder shall be checked several times daily by the Contractor. The contractor shall supply a calibrated differential pressure manometer capable of monitoring and recording on a strip chart and measuring differential pressure of 0.005 inches of water. The manometer shall be equipped with an automatically activated alarm system which will sound a warning if the pressure rises above the minimum value. All strips charts will be submitted to the Owner's Representative at the completion of the project. **Work will not begin or continue until an adequate differential pressure is achieved and maintained.** Once negative air is established, the Contractor may start removing the carpet and/or stair treads (if applicable). If the carpet and/or stair treads covering comes up without disturbing the floor tile, it may be disposed by the Contractor as a general debris. However, if the floor tile is disturbed while removing the carpeting (and padding if applicable) and/or stair treads, the carpeting (and padding if applicable) and stair treads shall be disposed by the Contractor of as contaminated waste. The Contractor is responsible for proper handling, storage, transporting and disposal of all wastes. **The use of floor tile machines are allowed on this project at the discretion of the Contractor and if the Contractor can demonstrate after bidding and prior to the start of the work, that proper usage and effective decontamination procedures will be used by the Contractor in accordance with this Section.** Remove floor heater covers in work area (if applicable) to inspect interior of units for asbestos. If asbestos floor tile is found, follow specified removal and disposal procedure. Remove and dispose of any floor tile under window and/or wall mounted HVAC units. All floor tile shall be thoroughly wetted and double-bagged in 6-mil poly bags and goose-necked or thoroughly wetted and wrapped in double-layers of 6-mil poly for proper disposal. All waste shall be properly handled and labeled for disposal by the Contractor. All asbestos-containing and contaminated materials shall be properly handled, stored, transported and disposed by the Contractor in accordance with all Federal, State, and local laws, regulations, ordinances, guidelines, and the requirements of this Specification. Fiber and/or metal drums may be used. All daily air sampling will be laboratory analyzed by Phase Contrast Microscopy (PCM) methods unless the Owner or State Agency requires other methods. Final air clearance samples will be by PCM. See Sections 01529, 02081, 02087 and this specification for more information.

(ii). **Carpet Glue and Associated Mastics:**

Work areas contain carpet, asbestos-containing glue and associated asbestos containing mastics at some locations. All asbestos-containing carpet glue and associated mastics must be removed. Carpets having asbestos-containing glues and associated mastics shall be removed and properly disposed by the Contractor as asbestos-contaminated materials. Install a three-stage decontamination unit, with shower, at the entrance to the work area containments. The decontamination units shall be installed in such a manner as to allow for separate equipment room/bag-out off to the side. **In No Instance Will the Personal Decontamination Unit Be Used for Bag-out or Equipment Passage.** Install and operate HEPA filtered air filtration devices. Pre-clean any areas needing critical barriers, and install critical barriers. The work area shall consist of two (2) layers of 6-mil plastic sheeting as critical barriers at all openings. Establish and maintain at all times a pressure differential of minus 0.02 inches of water measured on a strip chart recorder or other approved method. The pressure differential recorder shall be checked several times daily by the Contractor. The contractor shall supply a calibrated differential pressure manometer capable of monitoring and recording on a strip chart and measuring differential pressure of 0.005 inches of water. The manometer shall be equipped with an automatically activated alarm system which will sound a warning if the pressure rises above the minimum value. All strips charts will be submitted to the Owner's Representative at the completion of the project. **Work will not begin or continue until an adequate differential pressure is achieved and maintained.** Once negative air is established, the Contractor may start removing the carpet and/or stair treads (if applicable). If the carpet (and padding if applicable) comes up without glue or mastic it may be disposed by the Contractor as a general debris. However, if the carpet an applicable padding contains glue or mastic, it shall be disposed by the Contractor of as contaminated waste. The Contractor is responsible for proper handling, storage, transporting and disposal of all wastes. Remove floor heater covers in work area (if applicable) to inspect interior of units for asbestos. If asbestos glue or mastic is found, follow specified removal and disposal procedure. All materials shall be thoroughly wetted and double-bagged in 6-mil poly bags and goose-necked or thoroughly wetted and wrapped in double-layers of 6-mil poly for proper disposal. All waste shall be properly handled and labeled for disposal by the Contractor. All asbestos-containing and contaminated materials shall be properly handled, stored, transported and disposed by the Contractor in accordance with all Federal, State, and local laws, regulations, ordinances, guidelines, and the requirements of this Specification. Fiber and/or metal drums may be used. All daily air sampling will be laboratory analyzed by Phase Contrast Microscopy (PCM) methods unless the Owner or State Agency requires other methods. Final air clearance samples will be by PCM. See Sections 01529, 02081, 02087 and this specification for more information.

(iii). **Pipe Coverings (Insulation & Fittings):**

Asbestos pipe coverings (insulation and fittings) are friable and shall be properly removed, bagged, transported and disposed by the Contractor. **Prior to removal, the Contractor shall verify that all utilities have been shut-off and purged.** The Contractor shall then install a three-stage decontamination unit, with shower, at the entrance to the work area containment. The decontamination unit shall be installed in such a manner as to allow for a combined equipment room/bag-out off to the side. Don personal protective equipment prior to entering the containment area. Personal Protective Equipment shall include as a minimum, full-body coveralls, head and foot

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covers, and full-faced PAPRs. The Contractor shall use gross removal methods or wrap and cut methods for complete removal of all pipe coverings. For removal or should the fiber counts reach the Permissible Exposure Limit (PEL) at any time, Type C, Grade D respirators operating in the pressure demand mode will be required. Install and operate HEPA filtered air filtration devices. Pre-clean any areas needing critical barriers, and install critical barriers. The work area shall consist of two (2) layers of 6-mil plastic sheeting as critical barriers and one (1) layer of 6-mil plastic sheeting on ceilings and walls. Establish and maintain at all times a pressure differential of minus 0.02 inches of water measured on a strip chart recorder or other approved method. The pressure differential recorder shall be checked several times daily by the Contractor. The contractor shall supply a calibrated differential pressure manometer capable of monitoring and recording on a strip chart and measuring differential pressure of 0.005 inches of water. The manometer shall be equipped with an automatically activated alarm system which will sound a warning if the pressure rises above the minimum value. All strips charts will be submitted to the Owner's Representative at the completion of the project. The Contractor shall place a fire extinguisher and have a first aid kit at each containment. An additional fire extinguisher shall be provided by the Contractor where containments exceed 1,000 square feet. Temporary ground fault electrical panels shall be installed outside of containment areas and used by the Contractor for all electrical connections. The Contractor shall use water-proof lights inside of all work areas. **Work will not begin or continue until an adequate differential pressure is achieved and maintained.** Once negative air is established, the Contractor shall begin abatement of the pipe coverings. The Contractor can use glove bagging means and methods to perform the abatement. The Contractor shall completely remove the pipe coverings in a manner which prevents damage to building materials and components. Pipe coverings shall be double bagged in a manner to prevent the contents of the bag from escaping. The pipe coverings shall be properly wetted and labeled for disposal. Care shall be taken by the Contractor considering the right amount of water required not to create leaking conditions or hazards to the work area or surrounding area, including the ceiling of the first floor. The Building Owner shall provide water for the Contractor's use during the work. The Contractor shall ensure that proper back-flow protection at all sources of water are installed and maintained. The Contractor is responsible for proper disposal of all wastes. A remote three-stage decontamination unit with shower shall be provided and used by the Contractor during the work. As a minimum, all workers shall shower at the end of each shift. The Contractor shall ensure the integrity of all decontamination facilities. All decontamination procedures shall be strictly implemented by the Contractor. Shower wastewater shall be either filtered or jelled. All filters and/or jelled water shall be disposed by the Contractor as contaminated waste. All pipe coverings and fragments shall be thoroughly wetted and double-bagged in 6-mil poly bags and goose-necked for proper disposal. All waste shall be properly handled and labeled by the Contractor for disposal. All asbestos-containing and contaminated materials shall be properly handled, stored, transported and disposed by the Contractor in accordance with all Federal, State, and local laws, regulations, ordinances, guidelines, and the requirements of this Specification. Fiber and/or metal drums may be used. Final inspection shall consist of a visual inspection and air sampling. All daily air sampling will be laboratory analyzed by Phase Contrast Microscopy (PCM) methods unless the Owner or State Agency requires other methods. Final air clearance samples will be by PCM. See Sections 01529, 02081, 02087 and this specification for more information.

(iv). **Pipe Trenches:**

Pipe trenches are located in the basement level of the Rehoboth Elementary School (Big). The concrete pipe trenches extend from the boiler room to several locations through-out the basement. The pipe trenches connect building vertical and horizontal pipe chases and have very limited floor hatch or boiler room access. The pipe trenches contain asbestos pipe covers (insulation and fittings) some in poor condition supported by hangers from the pipe trench and crawlspace ceilings and/or the base of the pipe trenches. The pipe trenches also contain asbestos-containing debris. All asbestos-containing materials and debris must be completely abatement by the Contractor. Demolition of concrete floor decking (trench covering) or other needed access is necessary to completely remove all of the asbestos pipe coverings and debris within the pipe trenches and must be included in the Contractor's bid. Pipe trench covering vary in size and materials and include concrete, terrazzo, and ceramic tile and must be removed to access pipe trench. The Contractor shall include in this bid performing the necessary work to completely access all pipe trenches in a safe manner at all confirmed and assumed locations shown on the drawings. Some of the pipe trenches extend under structural aspects of the building (i.e., walls, columns, etc.) requiring care by the Contractor when working in these areas. It is anticipated that the thickness of the pipe trench covering varies from 4-inches to 12-inches. Care must be taken when accessing the pipe trenches and working at the pipe trenches to eliminate the potential for an asbestos fiber release and/or structural damage to the building. The work must be done in sections to allow for complete control of the work area by the Contractor. Some pipe trench locations shown on the drawings are assumed since they are concealed by floor coverings. The Contractor shall perform all of the necessary exploratory work to locate all pipe trenches. Asbestos pipe coverings (insulation and fittings) and all trench debris is friable and shall be properly removed, bagged, transported and disposed by the Contractor. Wrap and cut methods can be used the Contractor where pipe coverings are in tack allowing this method to be effective in eliminating a fiber release. Gross removal must be performed by the Contractor at locations where pipe coverings are in poor condition, and wrap and cut methods will not prevent a fiber release, and areas where debris removal and cleaning is required. **Prior to removal, the Contractor shall verify that all utilities have been shut-off and purged.** The Contractor shall then install a three-stage decontamination unit, with shower, at the entrance to the work area containment. The decontamination unit shall be installed in such a manner as to allow for a combined equipment room/bag-out off to the side. Don personal protective equipment prior to entering the containment area. Personal Protective Equipment shall include as a minimum, full-body coveralls, head and foot covers, and full-faced PAPRs. The Contractor shall use gross removal methods and wrap and cut methods where possible for the complete removal of all pipe coverings. The Contractor shall use gross removal methods of complete removal of all pipe trench debris. All concrete surfaces shall be contact HEPA vacuumed and wiped down to remove potential fibers in and around the pipe trench. For removal or should the fiber counts reach the Permissible Exposure Limit (PEL) at any time, Type C, Grade D respirators operating in the pressure demand mode will be required. Install and operate HEPA filtered air filtration devices. Pre-clean any areas needing critical barriers, and install critical barriers. The work area shall consist of two (2) layers of 6-mil plastic sheeting as critical barriers and one (1) layer of 6-mil plastic sheeting on ceilings and walls. Establish and maintain at all times a pressure differential of minus 0.02 inches of water measured on a strip chart recorder or other approved method. The pressure

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differential recorder shall be checked several times daily by the Contractor. The contractor shall supply a calibrated differential pressure manometer capable of monitoring and recording on a strip chart and measuring differential pressure of 0.005 inches of water. The manometer shall be equipped with an automatically activated alarm system which will sound a warning if the pressure rises above the minimum value. All strips charts will be submitted to the Owner's Representative at the completion of the project. The Contractor shall place a fire extinguisher and have a first aid kit at each containment. An additional fire extinguisher shall be provided by the Contractor where containments exceed 1,000 square feet. Temporary ground fault electrical panels shall be installed outside of containment areas and used by the Contractor for all electrical connections. The Contractor shall use water-proof lights inside of all work areas. **Work will not begin or continue until an adequate differential pressure is achieved and maintained.** Once negative air is established, the Contractor shall begin abatement of the pipe trench coverings and debris. Pipe coverings and debris shall be double bagged in a manner to prevent the contents of the bag from escaping. The pipe coverings and debris shall be properly wetted and labeled for disposal. Care shall be taken by the Contractor considering the right amount of water required not to create leaking conditions or hazards to the work area or surrounding area, including the ceiling of the first floor. The building owner shall provide water for the Contractor's use during the work. The Contractor shall ensure that proper back-flow protection at all sources of water are installed and maintained. The Contractor is responsible for proper disposal of all wastes. A remote three-stage decontamination unit with shower shall be provided and used by the Contractor during the work. As a minimum, all workers shall shower at the end of each shift. The Contractor shall ensure the integrity of all decontamination facilities. All decontamination procedures shall be strictly implemented by the Contractor. Shower wastewater shall be either filtered or jelled. All filters and/or jelled water shall be disposed by the Contractor as contaminated waste. All pipe coverings and fragments shall be thoroughly wetted and double-bagged in 6-mil poly bags and goose-necked for proper disposal. All waste shall be properly handled and labeled by the Contractor for disposal. All asbestos-containing and contaminated materials shall be properly handled, stored, transported and disposed by the Contractor in accordance with all Federal, State, and local laws, regulations, ordinances, guidelines, and the requirements of this Specification. Fiber and/or metal drums may be used. Final inspection shall consist of a visual inspection and air sampling. All daily air sampling will be laboratory analyzed by Phase Contrast Microscopy (PCM) methods unless the Owner or State Agency requires other methods. Final air clearance samples will be by PCM. See Sections 01529, 02081, 02087 and this specification for more information.

(v). **HVAC Ductwork Mastics:**

Work areas contain HVAC ductwork asbestos-containing mastics at some locations. All asbestos-containing ductwork mastics must be removed. Ductwork and/or ductwork insulation having asbestos-containing mastics shall be removed and properly disposed by the Contractor as asbestos-contaminated materials. Install a three-stage decontamination unit, with shower, at the entrance to the work area containments. The decontamination units shall be installed in such a manner as to allow for separate equipment room/bag-out off to the side. **In No Instance Will the Personal Decontamination Unit Be Used for Bag-out or Equipment Passage.** Install and operate HEPA filtered air filtration devices. Pre-clean any areas needing

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critical barriers, and install critical barriers. The work area shall consist of two (2) layers of 6-mil plastic sheeting as critical barriers at all openings. Establish and maintain at all times a pressure differential of minus 0.02 inches of water measured on a strip chart recorder or other approved method. The pressure differential recorder shall be checked several times daily by the Contractor. The contractor shall supply a calibrated differential pressure manometer capable of monitoring and recording on a strip chart and measuring differential pressure of 0.005 inches of water. The manometer shall be equipped with an automatically activated alarm system which will sound a warning if the pressure rises above the minimum value. All strips charts will be submitted to the Owner's Representative at the completion of the project. **Work will not begin or continue until an adequate differential pressure is achieved and maintained.** Once negative air is established, the Contractor may start removing the asbestos-containing materials and asbestos-contaminated materials. If the ductwork or ductwork insulation does not have asbestos-containing materials, it may be disposed by the Contractor as a general debris. However, if the ductwork and/or ductwork insulation contains asbestos-materials, it shall be disposed by the Contractor of as contaminated waste. The Contractor is responsible for proper handling, storage, transporting and disposal of all wastes. All materials shall be thoroughly wetted and double-bagged in 6-mil poly bags and goose-necked or thoroughly wetted and wrapped in double-layers of 6-mil poly for proper disposal. All waste shall be properly handled and labeled for disposal by the Contractor. All asbestos-containing and contaminated materials shall be properly handled, stored, transported and disposed by the Contractor in accordance with all Federal, State, and local laws, regulations, ordinances, guidelines, and the requirements of this Specification. Fiber and/or metal drums may be used. All daily air sampling will be laboratory analyzed by Phase Contrast Microscopy (PCM) methods unless the Owner or State Agency requires other methods. Final air clearance samples will be by PCM. See Sections 01529, 02081, 02087 and this specification for more information.

(vi). **Vibration Dampening Cloths:**

Prior to vibration dampening cloth removal, the Contractor shall install a three-stage decontamination unit, with shower, at the entrance to the work area containments. The decontamination units shall be installed in such a manner as to allow for separate equipment room/bag-out off to the side. **In No Instance Will the Personal Decontamination Unit Be Used for Bag-out or Equipment Passage.** Don personal protective equipment prior to entering the containment area. Personal Protective Equipment shall include as a minimum, full-body coveralls, head and foot covers, and full-faced PAPRs. For gross removal or should the fiber counts reach the Permissible Exposure Limit (PEL) at any time, Type C, Grade D respirators operating in the pressure demand mode will be required. Install and operate HEPA filtered air filtration devices. Pre-clean any areas needing critical barriers, and install critical barriers. The work area shall consist of two (2) layers of 6-mil plastic sheeting as critical barriers. Establish and maintain at all times a pressure differential of minus 0.02 inches of water measured on a strip chart recorder or other approved method. The pressure differential recorder shall be checked several times daily by the Contractor. The contractor shall supply a calibrated differential pressure manometer capable of monitoring and recording on a strip chart and measuring differential pressure of 0.005 inches of water. The manometer shall be equipped with an automatically activated alarm system which will sound a warning if the pressure drops below the preset value. All strips charts will be submitted to the Owner's

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Representative at the completion of the project. The Contractor shall place a fire extinguisher and have a first aid kit at each containment. An additional fire extinguisher shall be provided by the Contractor where containments exceed 1,000 square feet. Temporary ground fault electrical panels shall be installed outside of containment areas and used by the Contractor for all electrical connections. The Contractor shall use water-proof lights inside of all work areas. **Work will not begin or continue until an adequate differential pressure is achieved and maintained.** Once negative air is established, the Contractor may start removal of vibration dampening cloths. During removal, the Contractor shall not damage equipment containing the cloths. Care shall be taken by the Contractor considering the right amount of water required not to create leaking conditions or hazards to the work area or surrounding area. The Building Owner shall provide limited water service for the Contractor's use during the work. The Contractor shall ensure that proper back-flow protection at all sources of water are installed and maintained. The Contractor is responsible for proper disposal of all wastes. All pipe coverings shall be thoroughly wetted and double-bagged in 6-mil poly bags, goose-necked, and properly labeled for disposal. A remote three-stage decontamination unit with shower shall be provided and used by the Contractor during the work. As a minimum, all workers shall shower at the end of each shift. The Contractor shall ensure the integrity of all decontamination facilities. All decontamination procedures shall be strictly implemented by the Contractor. Shower wastewater shall be either filtered or jelled. All filters and/or jelled water shall be disposed by the Contractor as contaminated waste. All asbestos-containing materials shall be properly disposed by the Contractor as contaminated waste in accordance with all Federal, State, and local laws, regulations, ordinances, guidelines, and the requirements of this Specification. Fiber and/or metal drums may be used. Final inspection shall consist of a visual inspection and air sampling. Daily air samples will be by Phase Contrast Microscopy (PCM). Final air clearance samples will be by PCM. See Section 01529 and 02081 and this specification for more information.

(vii). Ceiling Tile and Chalkboard Glue Dots:

Prior to the removal of blackboards adhesive (glue dots), the Contractor shall install a three-stage decontamination unit, with shower, at the entrance to the work area containments. The Contractor shall remove blackboards when required to access the glue dots. If glue dots remain on the blackboards, the blackboard must be disposed as asbestos-containing waste. The decontamination units shall be installed in such a manner as to allow for separate equipment room/bag-out off to the side. **In No Instance Will the Personal Decontamination Unit Be Used for Bag-out or Equipment Passage.** Don personal protective equipment prior to entering the containment area. Personal Protective Equipment shall include as a minimum, full-body coveralls, head and foot covers, and full-faced PAPRs. For gross removal or should the fiber counts reach the Permissible Exposure Limit (PEL) at any time, Type C, Grade D respirators operating in the pressure demand mode will be required. Install and operate HEPA filtered air filtration devices. Pre-clean any areas needing critical barriers, and install critical barriers. The work area shall consist of two (2) layers of 6-mil plastic sheeting as critical barriers. Establish and maintain at all times a pressure differential of minus 0.02 inches of water measured on a strip chart recorder or other approved method. The pressure differential recorder shall be checked several times daily by the Contractor. The contractor shall supply a calibrated differential pressure manometer capable of monitoring and recording on

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a strip chart and measuring differential pressure of 0.005 inches of water. The manometer shall be equipped with an automatically activated alarm system which will sound a warning if the pressure drops below the preset value. All strips charts will be submitted to the Owner's Representative at the completion of the project. The Contractor shall place a fire extinguisher and have a first aid kit at each containment. An additional fire extinguisher shall be provided by the Contractor where containments exceed 1,000 square feet. Temporary ground fault electrical panels shall be installed outside of containment areas and used by the Contractor for all electrical connections. The Contractor shall use water-proof lights inside of all work areas. **Work will not begin or continue until an adequate differential pressure is achieved and maintained.** Once negative air is established, the Contractor may start removing the adhesive located behind the blackboards. All blackboards shall be disposed as contaminated waste. The Contractor is responsible for proper disposal of all wastes. Remove all blackboards following proper removal procedures. The Contractor shall protect, at all times, walls, floors, and moldings. Care shall be taken by the Contractor considering the right amount of water required not to create leaking conditions or hazards to the work area or surrounding area. The Building Owner shall provide limited water service for the Contractor's use during the work. The Contractor shall ensure that proper back-flow protection at all sources of water are installed and maintained. All materials shall be thoroughly wetted and double-bagged in 6-mil poly bags, goose-necked, and properly labeled for disposal. A remote three-stage decontamination unit with shower shall be provided and used by the Contractor during the work. As a minimum, all workers shall shower at the end of each shift. The Contractor shall ensure the integrity of all decontamination facilities. All decontamination procedures shall be strictly implemented by the Contractor. Shower wastewater shall be either filtered or jelled. All filters and/or jelled water shall be disposed by the Contractor as contaminated waste. All asbestos-containing materials shall be properly disposed by the Contractor as contaminated waste in accordance with all Federal, State, and local laws, regulations, ordinances, guidelines, and the requirements of this Specification. Fiber and/or metal drums may be used. Final inspection shall consist of a visual inspection and air sampling. Daily air samples will be by Phase Contrast Microscopy (PCM). Final air clearance samples will be by PCM. See Section 02081 and this specification for more information.

(viii). **Sink Undercoatings:**

The sinks shall be removed, bagged, and properly disposed as asbestos-containing waste. **Prior to removal, the Contractor shall verify that water to the sink has been shut-off and purged.** The Contractor shall then install a three-stage decontamination unit, with shower, at the entrance to the work area containment. The decontamination unit shall be installed in such a manner as to allow for a combined equipment room/bag-out off to the side. Don personal protective equipment prior to entering the containment area. Personal Protective Equipment shall include as a minimum, full-body coveralls, head and foot covers, and full-faced PAPRs. For gross removal or should the fiber counts reach the Permissible Exposure Limit (PEL) at any time, Type C, Grade D respirators operating in the pressure demand mode will be required. Install and operate HEPA filtered air filtration devices. Pre-clean any areas needing critical barriers, and install critical barriers. The work area shall consist of two (2) layers of 6-mil plastic sheeting as critical barriers. Establish and maintain at all times a pressure differential of minus 0.02 inches of water measured on a strip chart recorder or other approved method. The pressure differential recorder

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shall be checked several times daily by the Contractor. The contractor shall supply a calibrated differential pressure manometer capable of monitoring and recording on a strip chart and measuring differential pressure of 0.005 inches of water. The manometer shall be equipped with an automatically activated alarm system which will sound a warning if the pressure drops below the preset value. All strips charts will be submitted to the Owner's Representative at the completion of the project. The Contractor shall place a fire extinguisher and have a first aid kit at each containment. An additional fire extinguisher shall be provided by the Contractor where containments exceed 1,000 square feet. Temporary ground fault electrical panels shall be installed outside of containment areas and used by the Contractor for all electrical connections. The Contractor shall use water-proof lights inside of all work areas. **Work will not begin or continue until an adequate differential pressure is achieved and maintained.** Once negative air is established, the Contractor shall completely remove the sink without damage and wrapping the sink in two (2) layers of polyethylene sheeting in a manner to prevent the contents of the sink from escaping the wrapping. The sink shall be properly wetted and labeled for disposal. Care shall be taken by the Contractor considering the right amount of water required not to create leaking conditions or hazards to the work area or surrounding area, including the ceiling of the first floor. The Building Owner shall provide water for the Contractor's use during the work. The Contractor shall ensure that proper back-flow protection at all sources of water are installed and maintained. The Contractor is responsible for proper disposal of all wastes. A remote three-stage decontamination unit with shower shall be provided and used by the Contractor during the work. As a minimum, all workers shall shower at the end of each shift. The Contractor shall ensure the integrity of all decontamination facilities. All decontamination procedures shall be strictly implemented by the Contractor. Shower wastewater shall be either filtered or jelled. All filters and/or jelled water shall be disposed by the Contractor as contaminated waste. All asbestos-containing materials shall be properly disposed by the Contractor as contaminated waste in accordance with all Federal, State, and local laws, regulations, ordinances, guidelines, and the requirements of this Specification. Fiber and/or metal drums may be used. Final inspection shall consist of a visual inspection and air sampling. Daily air samples will be by Phase Contrast Microscopy (PCM). Final air clearance samples will be by PCM. See Section 01529 and 02081 and this specification for more information.

(ix). **Fire Doors:**

All fire doors showing on the drawings shall be removed. Fire doors shall be bagged, wetted, labeled and properly disposed. The Contractor shall install a three-stage decontamination unit, with shower, at the entrance to the work area containment. The decontamination unit shall be installed in such a manner as to allow for a combined equipment room/bag-out off to the side. Don personal protective equipment prior to entering the containment area. Personal Protective Equipment shall include as a minimum, full-body coveralls, head and foot covers, and full-faced PAPRs. For gross removal or should the fiber counts reach the Permissible Exposure Limit (PEL) at any time, Type C, Grade D respirators operating in the pressure demand mode will be required. Install and operate HEPA filtered air filtration devices. Pre-clean any areas needing critical barriers, and install critical barriers. The work area shall consist of two (2) layers of 6-mil plastic sheeting as critical barriers. Establish and maintain at all times a pressure differential of minus 0.02 inches of water measured on a strip chart recorder or other approved method. The pressure differential recorder

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shall be checked several times daily by the Contractor. The contractor shall supply a calibrated differential pressure manometer capable of monitoring and recording on a strip chart and measuring differential pressure of 0.005 inches of water. The manometer shall be equipped with an automatically activated alarm system which will sound a warning if the pressure drops below the preset value. All strips charts will be submitted to the Owner's Representative at the completion of the project. The Contractor shall place a fire extinguisher and have a first aid kit at each containment. An additional fire extinguisher shall be provided by the Contractor where containments exceed 1,000 square feet. Temporary ground fault electrical panels shall be installed outside of containment areas and used by the Contractor for all electrical connections. The Contractor shall use water-proof lights inside of all work areas. **Work will not begin or continue until an adequate differential pressure is achieved and maintained.** Once negative air is established, the Contractor shall completely removal all single and double asbestos-containing doors by removing of the doors from its hinges without damage and wrapping the door in two (2) layers of polyethylene sheeting in a manner to prevent the contents of the door from escaping the wrapping. The door shall be properly wetted and labeled for disposal. Care shall be taken by the Contractor considering the right amount of water required not to create leaking conditions or hazards to the work area or surrounding area, including the ceiling of the first floor. The Building Owner shall provide water for the Contractor's use during the work. The Contractor shall ensure that proper back-flow protection at all sources of water are installed and maintained. The Contractor is responsible for proper disposal of all wastes. A remote three-stage decontamination unit with shower shall be provided and used by the Contractor during the work. As a minimum, all workers shall shower at the end of each shift. The Contractor shall ensure the integrity of all decontamination facilities. All decontamination procedures shall be strictly implemented by the Contractor. Shower wastewater shall be either filtered or jelled. All filters and/or jelled water shall be disposed by the Contractor as contaminated waste. All asbestos-containing materials shall be properly disposed by the Contractor as contaminated waste in accordance with all Federal, State, and local laws, regulations, ordinances, guidelines, and the requirements of this Specification. Fiber and/or metal drums may be used. Final inspection shall consist of a visual inspection and air sampling. Daily air samples will be by Phase Contrast Microscopy (PCM). Final air clearance samples will be by PCM. See Section 01529 and 02081 and this specification for more information.

(x). **Asbestos Heat Shields:**

Wall mounted heating units exist at various locations throughout the school building. The heating units vary in model, size and shape. The heating units may be located at floor elevation or at near ceiling elevation. The Contractor shall open all wall heating units throughout the project for inspection. After opening of wall heating units, if suspected asbestos-containing materials are present the Contractor shall prepare for asbestos abatement activities. Prior to disturbing these materials, the Contractor shall install a three-stage decontamination unit, with shower, at the entrance to the work area containments. The decontamination units shall be installed in such a manner as to allow for separate equipment room/bag-out off to the side. **In No Instance Will the Personal Decontamination Unit Be Used for Bag-out or Equipment Passage.** Don personal protective equipment prior to entering the containment area. Personal Protective Equipment shall include as a minimum, full-body coveralls, head and foot covers, and full-faced PAPRs for glove bag operations.

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For gross removal or should the fiber counts reach the Permissible Exposure Limit (PEL) at any time, Type C, Grade D respirators operating in the pressure demand mode will be required. Install and operate HEPA filtered air filtration devices. Pre-clean any areas needing critical barriers, and install critical barriers. The work area shall consist of two (2) layers of 6-mil plastic sheeting as critical barriers. Establish and maintain at all times a pressure differential of minus 0.02 inches of water measured on a strip chart recorder or other approved method. The pressure differential recorder shall be checked several times daily by the Contractor. The contractor shall supply a calibrated differential pressure manometer capable of monitoring and recording on a strip chart and measuring differential pressure of 0.005 inches of water. The manometer shall be equipped with an automatically activated alarm system which will sound a warning if the pressure drops below the preset value. All strips charts will be submitted to the Owner's Representative at the completion of the project. The Contractor shall place a fire extinguisher and have a first aid kit at each containment. An additional fire extinguisher shall be provided by the Contractor where containments exceed 1,000 square feet. Temporary ground fault electrical panels shall be installed outside of containment areas and used by the Contractor for all electrical connections. The Contractor shall use water-proof lights inside of all work areas. **Work will not begin or continue until an adequate differential pressure is achieved and maintained.** Once negative air is established, the Contractor may start removal of the heat shield after covering with plastic sheeting. The Contractor is responsible for proper disposal of all wastes. Care shall be taken by the Contractor considering the right amount of water required not to create leaking conditions or hazards to the work area or surrounding area. The Building Owner shall provide limited water service for the Contractor's use during the work. The Contractor shall ensure that proper back-flow protection at all sources of water are installed and maintained. The heat shield shall be thoroughly wetted and double-bagged in 6-mil poly bags, goose-necked, and properly labeled for disposal. A remote three-stage decontamination unit with shower shall be provided and used by the Contractor during the work. As a minimum, all workers shall shower at the end of each shift. The Contractor shall ensure the integrity of all decontamination facilities. All decontamination procedures shall be strictly implemented by the Contractor. Shower wastewater shall be either filtered or jelled. All filters and/or jelled water shall be disposed by the Contractor as contaminated waste. All asbestos-containing materials shall be properly disposed by the Contractor as contaminated waste in accordance with all Federal, State, and local laws, regulations, ordinances, guidelines, and the requirements of this Specification. Fiber and/or metal drums may be used. Final inspection shall consist of a visual inspection and air sampling. Daily air samples will be by Phase Contrast Microscopy (PCM). Final air clearance samples will be by PCM. See Section 01529 and 02081 and this specification for more information.

(xi). **Cement Transite Panels**

The Contractor shall safely remove, handle, transport and dispose of all cement transite panels. The Contractor is not required to install temporary plywood at removal locations. Safety of project workers and the building occupants must be given priority for all activities. The Contractor shall ensure at all times that the condition of work areas and access to work areas do not contain hazards. The Contractor shall comply with all Federal, State and local laws, regulations, ordinances, and guidelines including, but not limited to, EPA, OSHA, and the State

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of Delaware. It is the Contractor's responsibility to ensure that all appropriate laws, regulations, ordinances, and guidelines are implemented at all times during the work. Prior and during removal of transite panel materials, the Contractor shall deploy and maintain a suitable drop cloth at ground elevation next to all work areas extending at least 10 linear feet outward to collect fallen materials during removal. Additionally, the Contractor shall deploy and maintain barrier tape and signage at the perimeter of all work areas. Barrier tape shall extend at least 10 linear feet outward and be deployed and maintained in a condition sufficient to restrict access. Signs shall state "Caution, Overhead Work" and shall extend at least 15 linear feet outward. The Contractor shall remove all asbestos-containing transite panels to a condition whereby the final substrate is smooth and free of any material. Any loose transite must be properly removed and disposed. The Contractor is responsible for any or all damages caused by him. During the abatement, the Contractor shall protect all building features in and around the work area. Materials shall be adequately wetted with amended water by the Contractor during all removal work to prevent visible emissions. Dry removal of asbestos-containing materials are not allowed. Care shall be taken by the Contractor considering the right amount of water required not to create leaking conditions or hazards to the work area or surrounding area. The Building Owner shall provide limited water service for the Contractor's use during the work. The Contractor shall ensure that proper back-flow protection at all sources of water are installed and maintained. The Contractor shall place a fire extinguisher and have a first aid kit at each work area. The minimum respiratory protection shall be full-face PAPRs for all workers. Additionally, as a minimum, all workers shall don double personal protective suits. Respiratory protection and personal protective equipment shall be worn by all workers during all steps of the work including, but not limited to, setup, removal, placing of waste into dumpsters or containers, final cleaning and tear down. A remote three-stage decontamination unit with shower shall be provided and used by the Contractor during the work. As a minimum, all workers shall shower at the end of each shift. The Contractor shall ensure the integrity of all decontamination facilities. All decontamination procedures shall be strictly implemented by the Contractor. Shower wastewater shall be either filtered or jelled. All filters and/or jelled water shall be disposed by the Contractor as contaminated waste. All transite panels shall be thoroughly wetted and double-bagged in 6-mil poly bags and goose-necked or thoroughly wetted and wrapped in double-layers of 6-mil poly for proper disposal. All waste shall be properly handled and labeled for disposal by the Contractor. All asbestos-containing and contaminated materials shall be properly handled, stored, transported and disposed by the Contractor in accordance with all Federal, State, and local laws, regulations, ordinances, guidelines, and the requirements of this Specification. Final inspection shall consist of a visual inspection. No final air clearance samples will be required in work areas. See Section 02081 and this specification for more information.

(xii). Break-In Locations:

Break in points require opening up floors, walls, and ceilings at each location. Plumbing pipe insulation and/or fittings may be located inside floors and walls. Wall substrate varies throughout building. Each location may require multiple break in points and may contain multiple insulation and/or fittings. Prior to any break-in, the Contractor shall construct a mini-containment and be prepared to abatement any asbestos-containing pipe coverings (insulation and fittings) found at each location. If asbestos-containing pipe coverings are found, the Contractor shall immediately

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abate the material. The Contractor shall include in its bid the cost of this work for the number of break-in locations and assumed pipe covings estimate provided in the Bid Documents.

(xiii). Valve, Fitting and Equipment Gaskets:

Asbestos-containing piping valve, fitting and equipment gaskets shall be removed, bagged, and properly dispose, including, but not limited to the Boiler Rooms. **Prior to removal, the Contractor shall verify that all utilities have been shut-off and purged.** The Contractor shall then install a three-stage decontamination unit, with shower, at the entrance to the work area containment. The decontamination unit shall be installed in such a manner as to allow for a combined equipment room/bag-out off to the side. Don personal protective equipment prior to entering the containment area. Personal Protective Equipment shall include as a minimum, full-body coveralls, head and foot covers, and full-faced PAPRs. The Contractor shall use gross removal methods or wrap and cut methods for complete removal of all piping valve and fitting gaskets. For removal or should the fiber counts reach the Permissible Exposure Limit (PEL) at any time, Type C, Grade D respirators operating in the pressure demand mode will be required. Install and operate HEPA filtered air filtration devices. Pre-clean any areas needing critical barriers, and install critical barriers. The work area shall consist of two (2) layers of 6-mil plastic sheeting as critical barriers and one (1) layer of 6-mil plastic sheeting on ceilings and walls. Establish and maintain at all times a pressure differential of minus 0.02 inches of water measured on a strip chart recorder or other approved method. The pressure differential recorder shall be checked several times daily by the Contractor. The contractor shall supply a calibrated differential pressure manometer capable of monitoring and recording on a strip chart and measuring differential pressure of 0.005 inches of water. The manometer shall be equipped with an automatically activated alarm system which will sound a warning if the pressure drops below the preset value. All strips charts will be submitted to the Owner's Representative at the completion of the project. The Contractor shall place a fire extinguisher and have a first aid kit at each containment. An additional fire extinguisher shall be provided by the Contractor where containments exceed 1,000 square feet. Temporary ground fault electrical panels shall be installed outside of containment areas and used by the Contractor for all electrical connections. The Contractor shall use water-proof lights inside of all work areas. **Work will not begin or continue until an adequate differential pressure is achieved and maintained.** Once negative air is established, the Contractor shall completely remove the gaskets from fittings, valves and equipment. Gaskets shall be double bagged in a manner to prevent the contents of the bag from escaping. The gaskets shall be properly wetted and labeled for disposal. Care shall be taken by the Contractor considering the right amount of water required not to create leaking conditions or hazards to the work area or surrounding area, including the ceiling of the first floor. The Building Owner shall provide water for the Contractor's use during the work. The Contractor shall ensure that proper back-flow protection at all sources of water are installed and maintained. The Contractor is responsible for proper disposal of all wastes. A remote three-stage decontamination unit with shower shall be provided and used by the Contractor during the work. As a minimum, all workers shall shower at the end of each shift. The Contractor shall ensure the integrity of all decontamination facilities. All decontamination procedures shall be strictly implemented by the Contractor. Shower wastewater shall be either filtered or jelled. All filters and/or jelled water shall be disposed by the Contractor as

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contaminated waste. All asbestos-containing materials shall be properly disposed by the Contractor as contaminated waste in accordance with all Federal, State, and local laws, regulations, ordinances, guidelines, and the requirements of this Specification. Fiber and/or metal drums may be used. Final inspection shall consist of a visual inspection and air sampling. Daily air samples will be by Phase Contrast Microscopy (PCM). Final air clearance samples will be by PCM. See Section 01529 and 02081 and this specification for more information.

(xiv). **Boilers (ALTERNATE BID ITEM):**

The Contractor shall remove and dispose of all asbestos-containing materials from the boilers. After completely disassembling the boilers, the Contractor shall leave all non-asbestos-containing materials within the work area for safe disposal as non-contaminated debris by Others. During the boiler disassembly process, the Contractor shall remove, as a minimum, all packing, gaskets, rope, insulating boards, asbestos-containing cements, asbestos baffle tiles, and asbestos-containing castable refractory. The Contractor shall also remove all asbestos-contaminated debris from the boiler room. The Contractor shall determine the proper sequence of asbestos abatement activities at the boiler. The following items shall be considered by the Contractor and are not provided in sequential order:

1. Install a three stage decontamination unit, with shower, at the entrance to the boiler room containment area. The decontamination unit will be installed in such a manner as to allow for a separate equipment room/bag-out off to the side. In no instance will the personal decontamination be used as a bag-out/equipment passage. No Pop-Up decontamination units will be allowed on site. Install and run HEPA filtered negative air machines throughout containment preparation. Pre-clean any areas needing critical barriers. Install critical barriers and seal all penetrations with two (2) layers of 6-mil polyethylene.
2. The work area containment shall consist of two layers of critical barriers and two layers of fire retardant 6-mil poly on the walls and floors, and one layer of poly on the ceiling. The contractor will ensure all floor drains are sealed.
3. Establish and maintain a pressure differential of -0.02 inches of water measured on a strip chart recorder or other approved method. The pressure differential recording device will be checked several times daily by the Owner's Representative. The Contractor shall supply a differential pressure manometer that is capable of monitoring and recording on a strip chart, differential pressure of 0.005 inches of water. The manometer shall be equipped with an automatically activated alarm system, which will sound a warning if the pressure drops below the preset value. All strip charts will be turned in to the Owner's Representative at the completion of the project. Work will not begin or continue until an adequate differential pressure is achieved and maintained. Windows used to exhaust the negative air will be protected with plywood if the windows are located at ground level or below. The pressure differential recorder shall be checked several times daily by the Contractor. HEPA filtered local exhaust systems will be used to establish air flow through the contained work areas and maintained until final analytical clearance has been determined. The systems will be vented to the exterior of the buildings through

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the use of non-collapsible venting attachments.

4. All electric power shall be shut down in the work area that is possible. Provide temporary power to the work area in accordance with section 01503. Temporary electrical utilities will be supplied by the Owner.
5. All water sources for this project shall be supplied by the Building Owner. The Contractor shall ensure proper back-flow protection at hook-ups from source(s) of water. Hot water heater will be supplied by the Contractor (see Section 01513).
6. Contractor must ensure the integrity of the enclosures and decontamination facilities. Inspection windows are required for each enclosure (see Section 01526).
7. All asbestos-containing material shall be wetted with amended water during abatement. Dry removal of asbestos will not be allowed.
8. All workers must have their current State of Delaware Asbestos Worker Badge as well as a copy of their current medical information in order to work at the project site (this includes set up and tear down, no exceptions).
9. The Contractor shall place a fire extinguisher and have a first aid kit at each containment. An additional fire extinguisher shall be provided by the Contractor where containments exceed 1,000 square feet.
10. Contractor will provide extra, new respirators, disposable overalls, head covers, and footwear covers for use by authorized visitors. All decontamination procedures are to be strictly adhered to. A signed copy of the Workers Acknowledgment must be obtained from each worker (see Section 01560).
11. Three stage decontamination units are required for each work area except for those areas approved for "glove-bag" work. An equipment decontamination unit consisting of the following arrangement of rooms, Clean Room, Holding Room, Wash Room for the removal of equipment and material from the Work Area, is required. Personnel are not to enter or exit the Work Area through the Equipment Decontamination Unit (see Section 01563). Shower water will be either filtered or jelled. All filters and/or jelled water will be disposed of as contaminated waste.
12. Remove all interior and exterior insulations, if applicable. Follow proper gross removal procedures. Once all removal is complete, fine clean the area prior to encapsulation and final clearances.
13. PAPRs may be used for set up, removal, final cleaning and tear down. If any friable materials are discovered during boiler demolition, the Contractor shall upgrade to Type C, Grade D respirators operated in pressure demand mode at no additional charge to the Owner. Type C will also be required if the fiber counts reach the Permissible Exposure Limit (PEL) at any time.

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14. Final inspection shall consist of a visual inspection and air sampling. Daily air samples will be by Phase Contrast Microscopy (PCM). Final air clearance samples will be by PCM.
15. The Contractor shall be responsible for the proper disposal of all asbestos and non-asbestos boiler materials associated with the abatement project. All asbestos-containing materials shall be properly disposed by the Contractor as contaminated waste in accordance with all Federal, State, and local laws, regulations, ordinances, guidelines, and the requirements of this Specification.

(xv). Door, Heater Vent, Building Caulks and Window Glazing:

Window glazing includes glazing materials and caulks. Certain doors and louvers have asbestos-containing caulk. Also, asbestos-containing building caulk requires abatement. All locations shown on the drawings and included in this specification shall be completely removed and disposed by the Contractor. The Contractor may wrap and remove any windows, louvers and/or doors containing asbestos glazing or caulks or use gross removal methods. The Contractor is not required to replace window, louver or door openings with temporary materials. Safety of project workers, general public and property users must be given priority for all activities. The Contractor shall ensure at all times that the condition of work areas and access to work areas do not contain hazards. The Contractor shall comply with all Federal, State and local laws, regulations, ordinances, and guidelines including, but not limited to, EPA, OSHA, and the State of Delaware. It is the Contractor's responsibility to ensure that all appropriate laws, regulations, ordinances, and guidelines are implemented at all times during the work. Prior to beginning the work, the Contractor shall deploy and maintain a suitable drop cloth at ground elevation consisting of a double layer of polyethylene sheeting inside of the building and at least 10 linear feet outside of the building extending outward along the perimeter at all work areas to collect fallen materials during removal. Additionally, the Contractor shall deploy and maintain barrier tape and signage at the perimeter of all work areas. Barrier tape shall extend at least 10 linear feet outward and be deployed and maintained in a condition sufficient to restrict access. Signs shall state "Caution, Overhead Work" and shall extend at least 15 linear feet outward. All abated material must be properly wetted and bagged in a manner to provide a leak-free condition. The Contractor is responsible for any or all damages caused by him. During the abatement, the Contractor shall protect all building features in and around the work area. Dry removal of asbestos-containing materials are not allowed. Care shall be taken by the Contractor considering the right amount of water required not to create leaking conditions or hazards to the work area or surrounding area. The Building Owner shall provide limited water service for the Contractor's use during the work. The Contractor shall ensure that proper back-flow protection at all sources of water are installed and maintained. The Contractor shall place a fire extinguisher and have a first aid kit at each work area. The minimum respiratory protection shall be full-face PAPRs for all workers. Additionally, as a minimum, all workers shall don double personal protective suits. Respiratory protection and personal protective equipment shall be worn by all workers during all steps of the work including, but not limited to, setup, removal, placing of waste into dumpsters or containers, final cleaning and tear down. A remote three-stage decontamination unit with shower shall be provided and used by the Contractor during the work. As a minimum, all workers shall shower at the end of each shift. The Contractor shall ensure the integrity of all

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decontamination facilities. All decontamination procedures shall be strictly implemented by the Contractor. Shower wastewater shall be either filtered or jelled. All filters and/or jelled water shall be disposed by the Contractor as contaminated waste. All window glazing and caulks shall be thoroughly wetted and double-bagged in 6-mil poly bags and goose-necked for proper disposal. All waste shall be properly handled and labeled by the Contractor for disposal. All asbestos-containing and contaminated materials shall be properly handled, stored, transported and disposed by the Contractor in accordance with all Federal, State, and local laws, regulations, ordinances, guidelines, and the requirements of this Specification. Final inspection shall consist of a visual inspection. No final air clearance samples will be required in work areas. See Section 02081 and this specification for more information.

(xvi). Roofing and Flashing Tar Sealant:

Roof areas contain multiple layers and varying types of roof tar sealant materials. The Contractor shall use proper means, methods and work practices to prevent asbestos fragments and contaminated dusts from falling below work areas into interior spaces. Asbestos-containing materials shall be removed from building materials to the best extent possible. All asbestos-containing materials shall be removed from all roof vents. In lieu of manual scraping roof vents, the Contractor may wrap, cut, remove and dispose of roof vents as asbestos-containing material. Safety of project workers, building occupants, and property users must be given priority for all activities. The Contractor shall ensure at all times that the condition of work areas and access to work areas do not contain hazards. The Contractor shall comply with all Federal, State and local laws, regulations, ordinances, and guidelines including, but not limited to, EPA, OSHA, and the State of Delaware. It is the Contractor's responsibility to ensure that all appropriate laws, regulations, ordinances, and guidelines are implemented at all times during the work. Prior and during removal of exterior roof materials, the Contractor shall deploy and maintain a suitable drop cloth at ground elevation next to all work areas extending at least 10 linear feet outward to collect fallen materials during removal. Additionally, the Contractor shall deploy and maintain barrier tape and signage at the perimeter of all work areas. Barrier tape shall extend at least 10 linear feet outward and be deployed and maintained in a condition sufficient to restrict access. Signs shall state "Caution, Overhead Work" and shall extend at least 15 linear feet outward. The Contractor shall remove all asbestos-containing roofing materials to a condition whereby the final substrate is smooth and free of any roofing material. The Contractor is responsible for any or all damages caused by him. During the abatement, the Contractor shall protect all building features in and around the work area. Materials shall be adequately wetted with amended water by the Contractor during all removal work to prevent visible emissions. Dry removal of asbestos-containing materials is not allowed. Care shall be taken by the Contractor considering the right amount of water required not to create leaking conditions or hazards to the work area or surrounding area. The Building Owner shall provide limited water service for the Contractor's use during the work. The Contractor shall ensure that proper back-flow protection at all sources of water are installed and maintained. The Contractor shall place a fire extinguisher and have a first aid kit at each work area. The minimum respiratory protection shall be full-face PAPR's for all workers. Additionally, as a minimum, all workers shall don double personal protective suits. Respiratory protection and personal protective equipment shall be worn by all workers during all steps of the work including, but not limited to, setup, removal, placing of waste into dumpsters

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or containers, final cleaning and tear down. A remote three-stage decontamination unit with shower shall be provided and used by the Contractor during the work. As a minimum, all workers shall shower at the end of each shift. The Contractor shall ensure the integrity of all decontamination facilities. All decontamination procedures shall be strictly implemented by the Contractor. Shower wastewater shall be either filtered or jelled. All filters and/or jelled water shall be disposed by the Contractor as contaminated waste. All roofing materials shall be thoroughly wetted and double-bagged in 6-mil poly bags and goose-necked or thoroughly wetted and wrapped in double-layers of 6-mil poly for proper disposal. All waste shall be properly handled and labeled for disposal by the Contractor. All asbestos-containing and contaminated materials shall be properly handled, stored, transported and disposed by the Contractor in accordance with all Federal, State, and local laws, regulations, ordinances, guidelines, and the requirements of this Specification. Final inspection shall consist of a visual inspection. No final air clearance samples will be required in work areas. See Section 02081 and this specification for more information.

16. **Abatement Activities:** All abatement of asbestos containing materials shall be performed in a proper wetted condition using amended water. Dry removal of asbestos containing materials is not permitted. See Section 01527 and 02081 for more information. The Contractor shall take the necessary precautions to protect all computer, fiber optic and electronic equipment including building sensors from damage during the Contractor's activities and also including, but not limited to, walls, ceilings, floors outside work areas, doors, thresholds, and fixed objects within work area(s). Any damaged painted surfaces shall be repaired at the Contractor's expense.
17. **Decontamination Units:** Three (3) stage decontamination stations (units) will be erected, operated, maintained, and removed by the Contractor. The decontamination stations will be erected in such a manner to allow for a secured entrance during non-working hours. At no time will workers move around outside of the work area without clothing. At no time will equipment be moved out of containment decontamination. The equipment/bag-out room must be used for equipment movements. No "pop-up" portable decontamination units will be allowed unless approved in writing. See Section 01563 for more information.
18. **Bag-Out:** Bag-out activities shall be performed by the Contractor prior to the end of the work day. All waste must be removed from work areas prior to the end of the work day. At no time will the workers be allowed to move around outside of the building in abatement coveralls with exception to bag-out activities, which will occur during approved hours each day. All bags shall be leak-proof and have a "goose-neck" seal and labeling. See Section 01527 for more information.
19. **Air Sampling:** All daily air sampling will be laboratory analyzed by Phase Contrast Microscopy (PCM) methods unless the Owner or State Agency requires other methods. Final air clearance samples will be by visual inspection and/or PCM. See Section 02081 and this specification for more information.
20. **Aggressive Air Sampling:** The Contractor shall provide, at no additional cost to the Owner, the leaf blower(s) and fan(s) required by the Owner's Representative to perform proper aggressive air sampling.
21. **Waste Disposal:** All asbestos-containing materials and contaminated asbestos-containing

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materials shall be properly handled, stored and disposed by the Contractor at a licensed and permitted landfill. The Contractor shall utilize the landfill written on the bid form for this project. All non-asbestos-containing or non-asbestos-contaminated wastes shall be properly and safely stored by the Contractor inside of the building. Waste shall be stored in a manner which does not block ingress or egress of the building, rooms, closets, doors or windows and does not pose a fire or safety concern as determined by the Owner or the Owner's Representative.

22. **Lock-Down:** All non-visible asbestos residue shall be encapsulated with a coating of penetrating encapsulant applied in strict accordance with the manufacturer's directions. The Contractor shall schedule the application of lock-down with the Owner's Representative prior to application. See Section 01527 for more information.
23. **Use of Drawings:** All drawings provided in the Specification are diagrammatic, not to proportion and are not to scale. Drawings are provided to the Contractor for reference purposes. The Contractor shall develop and verify the actual quantities and locations required for all of the work and consider these actual quantities when preparing its bid.
24. **Work Areas adjacent to Occupied Areas (if applicable):** When asbestos abatement work areas are adjacent to occupied areas, the Contractor shall install and maintain wooden partitions which extend from floor to ceiling with lockable access doors to prevent occupants from entering into work areas.
25. **Scaffolding, Lifts and Ladders:** If scaffolding is used, the Contractor must erect, use, and disassemble the scaffolding in accordance with OSHA Standards. Additionally, all lifts and ladders shall meet and be used in accordance with OSHA Standards. The Contractor shall insure that floors and all other building components are protected during the use of scaffolding, lifts and ladders. The Contractor shall use only trained personnel when using scaffolding, lifts and ladders.
26. **Exhaust from Negative Air Machines (if applicable):** Windows, doors or other building openings used to exhaust negative air shall be protected by the Contractor by installing plywood and bracing if the opening is located on the first floor or below. The plywood and bracing shall be installed in a manner by the Contractor that prevents damage to the building components and prevents unauthorized access into the building.
27. **Permanent Objects in the Work Area (if applicable):** Where permanently mounted objects are present in the work area, that Contractor shall protect these objects from contamination and damage from their activities. However, window and/or wall mounted HVAC units could contain asbestos-containing materials. The Contractor shall remove covering on HVAC units to inspect, remove and dispose of all asbestos-containing materials included, but not limited to, floor tiles, floor covering, pipe insulation and heat shields.
28. **Electric Power:** All electric power shall be shut down in each work area where possible. The Owner shall provide limited low voltage temporary electric service (single phase, 120-volt, 100 amp circuit source). The Contractor shall provide the Owner with their specifications within five (5) calendar days prior to scheduling the start of work. The Owner shall provide a plug type outlet within 300 feet of work locations. Adequate extension cords shall be provided by the Contractor. Temporary lighting adequate to provide sufficient illumination for safe work and traffic conditions in each work area shall be provided by the

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Contractor. If required by the Contractor, a licensed electrician shall be provided, at no additional cost, for making electrical connections and disconnections.

29. **Water Service:** The Owner shall provide limited cold water service for small connections (3/4-inch hose maximum). The Contractor shall provide, at no additional cost to the Owner, all necessary connections and ensure proper back-flow protection. Hot water heaters shall be supplied and operated by the Contractor at no additional cost to the Owner. The Contractor shall be responsible for turning on and off valves at their point of connection.
30. **Visitor Personal Protective Equipment:** The Contractor shall provide, at no additional cost to the Owner, respirators, disposable coveralls, head covers, and foot covers all at new condition.
31. **Contractor Project Staffing:** A minimum of three (3) asbestos personnel are required to be present at the project site at all times. The Contractor's on-site supervisor must be able to make timely decisions for this company. **Prior to any site activity, the Contractor shall submit the name and address of each supervisor, worker and any other person he intends to use at the project site for informational screening (e.g. registered sex offenders list and other lists) by the Owner. The Contractor shall be notified by the Owner if their personnel will be allowed to work at the project site based upon the results of the screening. The Cape Henlopen School District reserves the right to reject any proposed Contractor personnel for this project.** (Section 01043)
32. **Project Supervisor:** During all asbestos abatement work, a State of Delaware licensed Supervisor, employed by the Contractor, shall be on site at all times. The licensed Supervisor shall maintain all daily records as required.
33. **Project Monitor Must Be On-Site:** The Contractor shall not begin or continue work for any asbestos abatement related activities until a certified Project Monitor is resident on site. The Project Monitor must be on site at all times during asbestos abatement related activities. The Contractor shall provide adequate notice to the Professional Service Firm providing the Project Monitor. Adequate notice is the period of time agreed to by the Contractor and Professional Service Firm.
34. **Damage Repair:** The Contractor shall repair or replace, at his own expense, any damage occurring from his activities for items the Owner desires to save prior to demolition or any building component. Any damaged items will be replaced or paid for by the Contractor prior to receipt of final contract payment.
35. **Stop Work:** If the Owner, or the Owner's Representative presents a written stop work order to the Contractor, the Contractor shall immediately stop all work in a fashion not to create an asbestos exposure hazard to workers, building occupants, or others. See this Section for more information.

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- 36. Building and Property Usage:** The contractor shall not unreasonably encumber the site with materials or equipment and may be required to share the project site with others. Stockpile of materials at locations after approved by the Owner's Representative. If additional off-site storage is need by the Contractor, the off-site storage will be provided by the Contractor at no additional cost to the Owner. Smoking or open fires will not be permitted within the building. Alcoholic beverages and non-prescription drugs use is prohibited within buildings or on the property. No permanent modifications shall be made to any building component, sidewalk, parking area, signage, or any other appurtenances without expressed written permission from the Owner. See this Section for more information.
- D. Single Prime Contract:** The Work will be constructed under a single prime contract. The Contractor shall not sublet this contract without expressed written permission from the Owner.
- E. Pre-abatement assessment:** A comprehensive pre-abatement assessment will be completed by the Contractor, Owner's Representative, and any other individual authorized by the Owner. An agreed list of damage to structures, surfaces, equipment shall be developed and agreed upon prior to the commencement of work by the Contractor.
- F. Contaminated Areas:** Any areas found to be contaminated in the opinion of the Owner's Representative or Owner after the removal of asbestos containing material shall be decontaminated using a combination of HEPA vacuum and wet cleaning techniques by the Contractor at no additional expense to the Owner.
- G. Plan of Action:** The Contractor shall submit a detailed plan of action which details proposed procedures used for complying with all of the requirements of this specification. Included in the plan shall be the location and layout of decontamination areas, the sequence of asbestos work, the interface of all trades, methods used to ensure safety of the workers, building occupants, and visitors to the site, and a detailed description of methods that will be used to control pollution.
- H. Potential Asbestos Hazard:** The disturbance of asbestos-containing materials may cause asbestos fibers to be released into the building and/or exterior atmosphere thereby creating a potential health hazard to workers, building occupants, and others. The Contractor shall inform all workers, supervisors, subcontractors, and Owner's Representatives who will be at the project site of the seriousness of the hazard and of proper work procedures which must be followed. The Contractor shall, continuously and at all times, take the measures necessary including, but not limited to, procedures, work practices, and methods, to ensure complete compliance with federal, state, and local regulations and eliminate the potential for asbestos exposure.
- I. Site Safety:** The Contractor shall at all times comply with all applicable federal, state and local, laws and regulations, including environmental, health and safety laws and regulations, pertaining to its services. The Contractor represents it is familiar with all aspects of the job site (including but not limited to site conditions and site access limitations) and hazards associated with asbestos removal and abatement. The Contractor shall be solely responsible for the safety of its personnel, subcontractors or any third party in its work areas or common areas and Contractor hereby releases and indemnifies Client and Owner's Representative from any and all claims brought by, or on behalf of itself, its employees or its subcontractors arising out of or in connection with its Contractor's services or presence at the job site. Prior to the start of daily work, and at the conclusion of each day, the Contractor shall visually inspect his work areas and all areas required to access his work areas. Any unsafe conditions found during any inspection shall be reported to

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the Owner's Representative immediately in writing subsequent to each inspection. The report provided by the Contractor to the Owner's Representative shall adequately describe the unsafe condition and the procedures the Contractor has immediately taken to correct the unsafe condition. The Contractor shall promptly report any and all accidents to the Owner's Representative in writing, and shall include sufficient details regarding the accident and procedures implemented by the Contractor to prevent similar accidents. The Contractor shall be responsible for reporting accidents to the appropriate regulating agency as may be required by applicable law or regulation.

J. Specification Sections: The work includes the removal of asbestos-containing materials according to the requirements provided in the following specification sections:

1. General and Administrative Requirements:

- 01013: Summary of the Work–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
- 01601: Materials and Equipment–Asbestos Abatement
- 01632: Product Substitutions–Asbestos Abatement
- 01701: Contract Closeout–Asbestos Abatement

2. Abatement Work:

- 01503: Construction Facilities and Temporary Controls–Asbestos Abatement
- 01513: Temporary Pressure Differential & Air Circulation System
- 01526: Temporary Enclosures
- 01527: Regulated Areas
- 01529: Mini Enclosures and Glovebags
- 01560: Worker Protection–Asbestos Abatement
- 01562: Respiratory Protection
- 01563: Decontamination Units

3. Asbestos Removal Work Procedures:

- 02081: Removal of Asbestos-Containing Materials
- 02084: Disposal of Regulated Asbestos Containing Material
- 02085: Resilient Flooring Removal-Resilient Floor Covering Manufacturers
- 02087: Resilient Flooring Removal-Aggressive Asbestos Abatement

4. Decontamination of Work Areas:

- 01711: Project Decontamination
- 01712: Cleaning and Decontamination Procedures

1.3 WORK SEQUENCE

A. The Work will be conducted in distinct phases at each abatement location.

1. Each work phase shall consist of pre-cleaning, establishing of work areas, installation of engineering controls, abatement, post abatement inspection and sampling.
2. The following inspections will be performed by the Contractor and Owner's Representative simultaneously for project activities:

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- a. Pre-Cleaning: A visual inspection of all pre-cleaned surface areas. This inspection will occur prior to the installation of polyethylene sheeting on walls, floors, and other surfaces. Decontamination units must be operable and critical barriers installed prior to pre-cleaning activities.
- b. Work Area: Work areas will be visually inspected each day prior to the start of work activities and upon work completion each day to insure that the integrity of the containment is in compliance with these specifications. This inspection does not relieve the Contractor of their responsibilities of performing the work in accordance with these specifications.
- c. Post Abatement: A visual inspection of each work area will be performed following successful clearance air sampling and prior to commencing containment tear-down.
- d. Substantial Completion: After completion of all applicable demolition, reinstallation, cleaning, and all other asbestos abatement activities, a final inspection will be performed after final cleaning of all work areas prior to re-occupancy of said areas by the Owner.

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 "Schedule of Asbestos-Containing Materials" at the end of this section. If any other ACM or PACM is found, notify the Owner's Representative, other employers and employees about the location and quantity of the ACM or PACM immediately upon discovery.
- B. Asbestos containing building materials are known to be present at the project site. If the Contractor finds any other material which are suspected of containing asbestos, the Contractor shall immediately notify the Owner's Representative. See the attached Table 1. for a summary of confirmed asbestos-containing materials at the site.

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. The Contractor shall inform all workers, supervisory personnel, subcontractors and Owner's Representatives who will be at the job site of the seriousness of the risk and of proper work procedures which must and will be followed.
- B. Where in the performance of the work, workers, supervisory personnel, subcontractors, or Owner's Representatives 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. **Use of the Site**: Limit use of the premises to work in areas indicated. Confine operations to areas

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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 use by the public.
 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. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- B. Use of the Existing Building:** Maintain the existing building in a weather tight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period.
1. **Use of Existing Elevators (if applicable):** Except for the Freight Elevator, use of elevators by the Contractor will not be permitted. The Contractor will be permitted to use the freight elevator for temporary freight service and the transportation of construction personnel during the construction period. This elevator must also be available to the Owner at all times; coordinate freight elevator usage with the Owner or Owner's Representative. Provide protective pads for the elevator car and other appropriate protective measures for the car and entrance doors and frames. During asbestos abatement activities the car is to be protected as set forth in the Division 1 Section on Temporary Enclosures.
 2. **Smoking:** Smoking or open fires will not be permitted within the building enclosure or on the premises.
 3. **Toilet Rooms (if applicable):** Except for toilet rooms designated for use by the Contractor's personnel, use of existing toilets within the building, by the Contractor's personnel, will not be permitted.

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 Owner or Owner's 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.

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2. Inside the Work Area: The Owner's 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 Owner's 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.
- 2. **TEM (if required):** 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 Owner's air monitor will be determined by the following formula:

$$\text{Volume} = \frac{\left(\frac{\text{Number of Fibers}}{\text{Area of 100 fields}} \right) \times \text{Total Filter Area}}{\left(\frac{\text{Limit Value}}{4} \right)}$$

Where:

- Number of fibers = 5 fibers/100 fields, based on a limit of detection (LOD) of 7 fibers/mm² on the filter
- Area of 100 fields = 0.785mm²
- Total Filter Area = 385mm²
- 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/mm² on the filter or 5 fibers/100 fields.

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- 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. Baseline:

- 1. **Before Start of Work:** The Owner will secure air samples to establish a baseline.

- 2. **PCM Samples**

Location Sampled	Number of Samples	Limit Value (Fibers/cc)	Approx. Volume (Liters)	Rate (Liters/Minute)
Each Work Area	5	0.01	1,000	1-10
Outside Each Work Area	5	0.01	1,000	1-10
Outside Building	5	0.01	1,000	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	1,300	1-10
Outside Each Work Area	1	0.005	1,300	1-10
Outside Building	1	0.005	1,300	1-10

- 4. **Baseline:** 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.

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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:

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	1,000	1-10
Outside Each Work Area at Critical Barrier	1	0.01	1,000	1-10
Clean Room	1	0.01	1,000	1-10
Equipment Decon	1	0.01	1,000	1-10
Outside Building	1	0.01	1,000	1-10
Output of Pressure Differential System	1	0.01	1,000	1-10

- F. **Additional samples** may be taken at Owner or Owner's Representative's 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.

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1.11 LABORATORY TESTING BY OWNER

- A. **The services of a testing laboratory** may be employed by the Owner or Owner's Representative to perform laboratory analyses of the air samples. Samples available for analysis will be sent daily by 5:00 pm from Dover via a carrier for next day delivery to the laboratory, so that verbal reports on air samples can be obtained within 24 hours after receipt by the laboratory.
- B. **A complete record** of all air monitoring and results will be furnished to the Owner's 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.
- E. **Additional laboratory samples and professional services time required for re-sampling** of areas for clearance due to failed samples because of the Contractor's activities will be paid for by the Contractor.

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 Owner or Owner's 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. A NIOSH-582 certified microscopist will be on-site during the afternoon hours to provide analysis of available PCM samples by NIOSH Method 7400. Verbal report on air samples will be provided that day.

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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.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 SITE WORKERS

- A. All workers and supervisors shall be currently certified by the State of Delaware and have their State of Delaware issue badge with them at all times while at the project site.
- B. All workers and supervisors shall have a copy of their current medical and respirator fit test documentation at all times while at the project site.
- C. The Contractor shall provide, at all times during any site activities, at least three (3) site workers which includes at least one (1) certified Supervisor and two (2) certified workers. The certified Supervisor shall remain on the outside of the work area as required.
- D. Prior to the start of work, the Contractor shall submit the level of respiratory protection intended for each operation of the project on the Initial Exposure Assessment form (See Section 01562).
- E. A signed copy of the Certificate of Workers Acknowledgement must be obtained from each site worker including supervisors prior to the start of work. (See Section 01530).

3.2 MINIMUM PERSONAL PROTECTION EQUIPMENT

- A. **All site workers engaged in asbestos abatement activities shall use, at all times and as a minimum, PAPR respiratory protection equipment.**

3.3 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 the Owner or Owner's Representative. After correcting cause of high fiber levels, do not recommence work for 24 hours unless otherwise authorized, in writing, by the Owner or Owner's Representative.

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Table 1. Action Level and Stop Action Fiber Concentrations.

ACTION LEVEL (Max Exposure) (f/cc)	STOP LEVEL (f/cc)	RESPIRATOR	RESPIRATOR ASSIGNED PROTECTION FACTOR
1	0.5	Half Face	10
100	50	PAPR	1000
100	50	Supplied Air, Pressure Demand	1000

1. If airborne fiber counts inside contained work areas exceed the stop level for any period of time cease all work except corrective action until fiber counts fall below the stop level and notify Owner’s Representative. After correcting cause of high fiber levels, do not recommence work for 24 hours unless otherwise authorized, in writing, by the Owner or Owner’s Representative.
2. The Contractor shall stop work immediately if any visual emissions are observed.

B. Outside Work Area: If any air sample taken outside of the Work Area exceeds the baseline established in Part 1 of this section, immediately and automatically stop all work except corrective action. The Owner or Owner’s 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 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, floor).
 - b. Decontaminate the affected area in accordance with Section 01712 Cleaning & 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 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 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 Project Decontamination.
2. If the high reading was the result of other causes initiate corrective action as determined by

COMPLIANCE ENVIRONMENTAL, INC.

the Owner or Owner's Representative.

3. The Contractor shall stop work immediately if any visual emissions are observed.
- 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.

3.4 STOP WORK

- A. **If the Owner, Owner or Owner's Representative, or Project Administrator** 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, Owner, or Owner's Representative or Project Administrator.
- 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 01526 "Temporary Enclosures," 01513 "Temporary Pressure Differential & Air Circulation System," 01563 "Decontamination Units."
 4. Maintain all worker protections including those required by Sections 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 Owner's Representative.

3.5 SCHEDULE OF ASBESTOS-CONTAINING MATERIALS

See the attached Table 1. and Table 2. for approximate quantities and locations for positive asbestos-containing materials and assumed asbestos-containing materials on the project. All quantities were estimated. The Contractor shall field verify said quantities without delay and immediately inform the Owner's Representative of any discrepancies.

**2019 ASBESTOS ABATEMENT OF THE
REHOBOTH ELEMENTARY SCHOOLS, BIG AND LITTLE BUILDINGS
Project Number: CEI-041118**

BID FORM

ALTERNATES

Alternate prices conform to applicable project specification section. Refer to specifications for a complete description of the following Alternates. No additional time will be added to the specified work periods as stated in Section 01013 for the addition of any alternate below. Provide the additional lump sum cost which will be added to the project lump sum cost (above) for each of the Alternates as follows:

ADD

Alternate No. 1

Rehoboth Elementary School (Big Building) Boilers:
Work included in Section 01013, Item 15, XIV, Boilers.

\$ _____

Alternate No. 2

Rehoboth Elementary School (Little Building) Boilers:
Work included in Section 01013, Item 15, XIV, Boilers.

\$ _____

**2019 ASBESTOS ABATEMENT OF THE
REHOBOTH ELEMENTARY SCHOOLS, BIG AND LITTLE BUILDINGS
Project Number: CEI-041118**

BID FORM

UNIT PRICES

Unit prices conform to applicable project specification section. The **Cape Henlopen School District** reserves the right to accept or reject any or all unit prices listed below. Refer to the specifications for a complete description of the following Unit Prices.

List the cost associated with adding or deducting each of the following items:

	<u>ADD/DEDUCT</u>
UNIT PRICE No. 1: <u>Asbestos-containing floor tiles (single layer, no mastic) per square foot.</u>	\$ _____
UNIT PRICE No. 2: <u>Asbestos-containing floor tiles (single layer, with mastic) per square foot.</u>	\$ _____
UNIT PRICE No. 3: <u>Asbestos-containing carpet glue per square foot.</u>	\$ _____
UNIT PRICE No. 4: <u>Asbestos-containing pipe insulation per linear foot.</u>	\$ _____
UNIT PRICE No. 5: <u>Asbestos-containing pipe fittings per each.</u>	\$ _____
UNIT PRICE No. 6: <u>Asbestos-containing HVAC ductwork mastic per square foot.</u>	\$ _____
UNIT PRICE No. 7: <u>Asbestos-containing HVAC vibration cloth per square foot.</u>	\$ _____
UNIT PRICE No. 8: <u>Asbestos-containing ceiling tile and chalkboard glue dots per square foot.</u>	\$ _____
UNIT PRICE No. 9: <u>Asbestos-containing fire doors per each.</u>	\$ _____
UNIT PRICE No. 10: <u>Asbestos-containing transite wall and ceiling panels per square foot.</u>	\$ _____

**2019 ASBESTOS ABATEMENT OF THE
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Project Number: CEI-041118**

BID FORM

Set up price - A - (Asbestos Contractor price to set up for additional work while still at the site). Three stage decontamination unit.
Respiratory protection - PAPR

\$ _____ (Figure Amount)

_____ (Dollar Amount)

Containment - Price to be added to Set Up Price - A - reflects construction based on floor area as well as decontamination of affected areas.

1	-10 square feet	\$ _____	per square foot
11	-100 square feet	\$ _____	per square foot
101	-200 square feet	\$ _____	per square foot
201	-500 square feet	\$ _____	per square foot
501	-1000 square feet	\$ _____	per square foot

Set up price – B - (Asbestos Contractor price to set up for additional work while still at the site). Two stage decontamination unit.
Respiratory protection - PAPR

\$ _____ (Figure Amount)

_____ (Dollar Amount)

Containment - Price to be added to Set Up Price - B - reflects construction based on floor area as well as decontamination of affected areas.

1	- 10 square feet	\$ _____	per square foot
11	- 100 square feet	\$ _____	per square foot
101	- 200 square feet	\$ _____	per square foot
201	- 500 square feet	\$ _____	per square foot
501	- 1000 square feet	\$ _____	per square foot

Set up price - C - (Asbestos Contractor price to set up for additional work while still at the site). Three stage decontamination unit.
Respiratory protection – Type “C”

\$ _____ (Figure Amount)

_____ (Dollar Amount)

Containment - Price to be added to Set Up Price - A - reflects construction based on floor area as well as decontamination of affected areas.

1	-10 square feet	\$ _____	per square foot
11	-100 square feet	\$ _____	per square foot
101	-200 square feet	\$ _____	per square foot
201	-500 square feet	\$ _____	per square foot
501	-1000 square feet	\$ _____	per square foot

**2019 ASBESTOS ABATEMENT OF THE
REHOBOTH ELEMENTARY SCHOOLS, BIG AND LITTLE BUILDINGS
Project Number: CEI-041118**

BID FORM

I/We acknowledge Addendums numbered _____ and the price(s) submitted include any cost/schedule impact they may have.

This bid shall remain valid and cannot be withdrawn for sixty (60) days from the date of opening of bids, and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid.

The Owner shall have the right to reject any or all bids, and to waive any informality or irregularity in any bid received.

This bid is based upon work being accomplished by the Sub-Contractors named on the list attached to this bid.

Should I/We be awarded this contract, I/We pledge to achieve substantial completion of all of the work at the Rehoboth Elementary (Little) building within **twenty (20)** calendar days from the Notice to Proceed date and achieve substantial completion of all of the work at the Rehoboth Elementary (Big) building within **one-hundred sixty (160)** calendar days from the Notice to Proceed date using _____ workers each day and completing in _____ working days.

The undersigned represents and warrants that he has complied and shall comply with all requirements of local, state, and national laws; that no legal requirement has been or shall be violated in making or accepting this bid, in awarding the contract to him or in the prosecution of the work required; that the bid is legal and firm; that he has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding.

Upon receipt of written notice of the acceptance of this Bid, the Bidder shall, within twenty (20) calendar days, execute the agreement in the required form and deliver the Contract Bonds, and Insurance Certificates, required by the Contract Documents.

I am / We are an Individual / a Partnership / a Corporation

By _____ Trading as _____
(Individual's / General Partner's / Corporate Name)

(State of Corporation)

Business Address: _____

Witness: _____ **By:** _____
(SEAL) (Authorized Signature)

(Title)
Date: _____

ATTACHMENTS

- Sub-Contractor List
- Non-Collusion Statement
- Bid Security
- (Others as Required by Project Manuals)

INFORMATION ONLY

**2019 ASBESTOS ABATEMENT OF THE
REHOBOTH ELEMENTARY SCHOOLS, BIG AND LITTLE BUILDINGS
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BID FORM

SUBCONTRACTOR LIST

In accordance with Title 29, Chapter 6962 (d)(10)b Delaware Code, the following sub-contractor listing must accompany the bid submittal. The name and address of the sub-contractor **must be listed for each category** where the bidder intends to use a sub-contractor to perform that category of work. In order to provide full disclosure and acceptance of the bid by the Cape Henlopen School District, it is **required** that bidders list themselves as being the sub-contractor for all categories where he/she is qualified and intends to perform such work.

<u>Subcontractor Category</u>	<u>Subcontractor</u>	<u>Address (City & State)</u>	<u>Subcontractors tax payer ID # or Delaware Business license #</u>
1. Asbestos Remover	_____	_____	_____
2. OSHA Monitor	_____	_____	_____
3. Waste Hauler	_____	_____	_____
4. Analytical Services	_____	_____	_____
5. Electrician	_____	_____	_____

**2019 ASBESTOS ABATEMENT OF THE
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BID FORM

WASTE DISPOSAL FACILITY LIST

The Contractor has included all required disposal of wastes in the bid and will use the following licensed and permitted waste disposal facilities on this project without substitution:

1. **Asbestos-Containing and Asbestos-Contaminated Wastes:**

Facility Name: _____

Facility Address: _____

Facility Telephone Number: (_____) _____ - _____ EPA/State ID: _____

2. **Non-Asbestos-Containing and Non-Asbestos-Contaminated Wastes:**

Facility Name: _____

Facility Address: _____

Facility Telephone Number: (_____) _____ - _____ EPA/State ID: _____

**2019 ASBESTOS ABATEMENT OF THE
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BID FORM

WASTE TRANSPORTER LIST

The Contractor has included all required transport of wastes in the bid and will use the following licensed and permitted transporter(s) on this project without substitution:

1. **Transporter 1:**

Transporter Name: _____

Transporter Address: _____

Telephone Number: (_____) _____ - _____

2. **Transporter 2:**

Transporter Name: _____

Transporter Address: _____

Telephone Number: (_____) _____ - _____

**2019 ASBESTOS ABATEMENT OF THE
REHOBOTH ELEMENTARY SCHOOLS, BIG AND LITTLE BUILDINGS
Project Number: CEI-041118**

BID FORM
NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to the **Cape Henlopen School District**.

All the terms and conditions of **Project Number CEI-041118** have been thoroughly examined and are understood.

NAME OF BIDDER: _____

**AUTHORIZED REPRESENTATIVE
(TYPED):** _____

**AUTHORIZED REPRESENTATIVE
(SIGNATURE):** _____

TITLE: _____

ADDRESS OF BIDDER: _____

E-MAIL: _____

PHONE NUMBER: _____

Sworn to and Subscribed before me this _____ day of _____ 20____.

My Commission expires _____ . NOTARY PUBLIC _____ .

THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.

**2019 ASBESTOS ABATEMENT OF THE
REHOBOTH ELEMENTARY SCHOOLS, BIG AND LITTLE BUILDINGS
Project Number: CEI-041118**

**AFFIDAVIT
OF
EMPLOYEE DRUG TESTING PROGRAM**

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds.

We hereby certify that we have in place or will implement during the entire term of the contract a Mandatory Drug Testing Program for our employees on the jobsite, including subcontractors that complies with this regulation:

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

Sworn to and Subscribed before me this _____ day of _____ 20____.

My Commission expires _____ . NOTARY PUBLIC _____ .

THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET

PAYMENT BOND

Bond Number: _____

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____, as principal (“**Principal**”), and _____, a _____ corporation, legally authorized to do business in the State of Delaware, as surety (“**Surety**”), are held and firmly bound unto the _____ (“**Owner**”) (*Cape Henlopen School District*), in the amount of _____ (\$_____), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 20__.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. _____ dated the _____ day of _____, 20__ (the “Contract”), which Contract is incorporated herein by reference, shall well and truly pay all and every person furnishing materials or performing labor or service in and about the performance of the work under the Contract, all and every sums of money due him, her, them or any of them, for all such materials, labor and service for which **Principal** is liable, shall make good and reimburse **Owner** sufficient funds to pay such costs in the completion of the Contract as **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of **Surety** and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and **Surety** hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

Surety hereby stipulates and agrees that no modifications, omission or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to **Surety** or Contractor may be mailed or delivered to them at their respective addresses shown below.

IN WITNESS WHEREOF, **Principal** and **Surety** have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

PRINCIPAL

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____(SEAL)
Name:
Title:

SURETY

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____(SEAL)
Name:
Title:

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET

PERFORMANCE BOND

Bond Number: _____

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____, as principal (“**Principal**”), and _____, a _____ corporation, legally authorized to do business in the State of Delaware, as surety (“**Surety**”), are held and firmly bound unto the _____ (“**Owner**”) (*Cape Henlopen School District*), in the amount of _____ (\$_____), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole, firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 20__.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. _____ dated the _____ day of _____, 20__ (the “Contract”), which Contract is incorporated herein by reference, shall well and truly provide and furnish all materials, appliances and tools and perform all the work required under and pursuant to the terms and conditions of the Contract and the Contract Documents (as defined in the Contract) or any changes or modifications thereto made as therein provided, shall make good and reimburse **Owner** sufficient funds to pay the costs of completing the Contract that **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

Surety, for value received, hereby stipulates and agrees, if requested to do so by **Owner**, to fully perform and complete the work to be performed under the Contract pursuant to the terms, conditions and covenants thereof, if for any cause **Principal** fails or neglects to so fully perform and complete such work.

Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of **Surety** and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and **Surety** hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other

transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to **Surety** or Contractor may be mailed or delivered to them at their respective addresses shown below.

IN WITNESS WHEREOF, **Principal** and **Surety** have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

PRINCIPAL

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____ (SEAL)

Name:

Title:

SURETY

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____ (SEAL)

Name:

Title:

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET

BID BOND

TO ACCOMPANY PROPOSAL
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That: _____
_____ of _____ in the County of _____
_____ and State of _____ as **Principal**, and _____
_____ of _____ in the County of _____
and State of _____ as **Surety**, legally authorized to do business in the State of Delaware
("State"), are held and firmly unto the **State** in the sum of _____
_____ Dollars (\$_____), or _____ percent not to exceed _____
_____ Dollars (\$_____)
of amount of bid on Contract No. _____, to be paid to the **State** for the use and
benefit of _____ (*Cape Henlopen School District*) for which
payment well and truly to be made, we do bind ourselves, our and each of our heirs, executors,
administrators, and successors, jointly and severally for and in the whole firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bonded **Principal**
who has submitted to the _____ (*Cape Henlopen School District*)
a certain proposal to enter into this contract for the furnishing of certain material and/or services within the
State, shall be awarded this Contract, and if said **Principal** shall well and truly enter into and execute this
Contract as may be required by the terms of this Contract and approved by the _____
_____ (*Cape Henlopen School District*) this Contract to be entered into within twenty
days after the date of official notice of the award thereof in accordance with the terms of said proposal, then
this obligation shall be void or else to be and remain in full force and virtue.

Sealed with _____ seal and dated this _____ day of _____ in the year of our Lord two
thousand and _____ (20____).

SEALED, AND DELIVERED IN THE
Presence of

Name of Bidder (Organization)

Corporate
Seal

By:

Authorized Signature

Attest _____

Title

Name of Surety

Witness: _____

By:

Title