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RECEIVED

SEP 28 2015

FACILITIES MANAGEMENT

**SPECIFICATION FOR
ASBESTOS ABATEMENT / DECONTAMINATION
AT OLD LAUREL MIDDLE SCHOOL**

**LAUREL SCHOOL DISTRICT
LAUREL, DELAWARE**

Prepared for:
**Laurel School District
1160 S. Central Ave.
Laurel, Delaware 19956**

Prepared by:
**Batta Environmental Associates, Inc.
Delaware Industrial Park
6 Garfield Way
Newark, DE 19713**

September 25, 2015

BEA #741214

APPROVED
Facilities Management

Doyle Till
Doyle Till

Date: 10/1/2015

Written by:

Todd K. Zeisloft
**Todd K. Zeisloft, BS
Project Designer ACC-0415-10-006**

Reviewed by:

Neeraj K. Batta
**Neeraj K. Batta, PE
Delaware P.E. #14572
Vice President**

This is to certify that the State of Delaware, Facilities Management, has reviewed this Specification, and approves its use for the projects listed in the attached document.

Laurel School District
Old Laurel Middle School
BEA # 741214

*In accordance with Delaware Code, Title 16, Chapter 78,
Paragraph 7805 (1)*

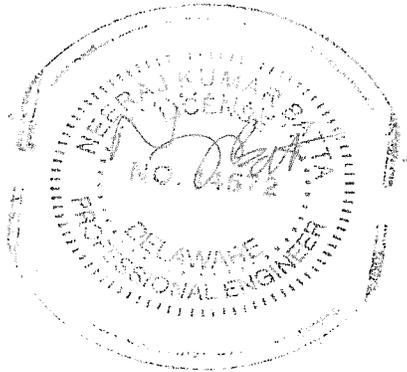
Signature Doyle Tiller 10/1/2015
Printed Name Doyle Tiller

ASBESTOS ABATEMENT / DECONTAMINATION OF
AT OLD LAUREL MIDDLE SCHOOL
BEA # 741214

The attached document has been prepared to the best of my knowledge from physical observations, with design and engineering discipline, and from data supplied by the Owner.

It is the responsibility of the Contractor to inspect all existing conditions prior to the commencement of the work and also to comply with all the current State, Local, and Federal codes, and Environmental Regulations during the execution of the work to be performed.

Laurel School District
Old Laurel Middle School
BEA # 741214



A handwritten signature in black ink, appearing to read "Neeraj K. Batta".

Neeraj K. Batta, P.E.
Delaware P.E. # 14572

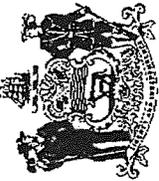
ASBESTOS ABATEMENT / DECONTAMINATION OF
AT OLD LAUREL MIDDLE SCHOOL
BEA # 741214

www.revenue.delaware.gov. You can file these taxes online or obtain a paper form from our website at

LICENSE NO. 1996106640	DORBL	STATE OF DELAWARE		VALID
POST CONSPICUOUSLY		DIVISION OF REVENUE		01/01/15 - 12/31/15 NOT TRANSFERABLE
DLN: 15 00559 40	BUSINESS CODE 099 GROUP CODE 007	LICENSED ACTIVITY	PROFESSIONAL AND/OR PRSL SRVCS-UNCLASSIFIED PROFESSIONAL AND/OR PERSONAL SERVICES	2015
DATE ISSUED: 01/07/15	**VALIDATED**			
LICENSE FEE: \$ 75.00	BUSINESS LICENSE		BUSINESS LOCATION	
MAILING ADDRESS		BUSINESS LOCATION		
BATTA LABORATORIES INC DELAWARE INDUSTRIAL PK 6 GARFIELD WAY NEWARK DE 19713-3450		 BATTA LABORATORIES INC DELAWARE INDUSTRIAL PK 6 GARFIELD WAY NEWARK DE 19713-3450		
IS HEREBY LICENSED TO PRACTICE, CONDUCT OR ENGAGE IN THE OCCUPATION OR BUSINESS ACTIVITY INDICATED ABOVE IN ACCORDANCE WITH THE LICENSE APPLICATION DULY FILED PURSUANT TO TITLE 30, DEL. CODE.				PATRICK T. CARTER DIRECTOR OF REVENUE

license fee. You can file these taxes online or obtain a paper form from our website at

LICENSE NO. 1989025660	DORBL	STATE OF DELAWARE		VALID
POST CONSPICUOUSLY		DIVISION OF REVENUE		01/01/15 - 12/31/15 NOT TRANSFERABLE
DLN: 15 00559 41	BUSINESS CODE 099 GROUP CODE 007	LICENSED ACTIVITY	PROFESSIONAL AND/OR PRSL SRVCS-UNCLASSIFIED PROFESSIONAL AND/OR PERSONAL SERVICES	2015
DATE ISSUED: 01/07/15	**VALIDATED**			
LICENSE FEE: \$ 75.00	BUSINESS LICENSE		BUSINESS LOCATION	
MAILING ADDRESS		BUSINESS LOCATION		
BATTA ENVIRONMENTAL ASSOC INC 6 GARFIELD WAY NEWARK DE 19713-5817		 BATTA ENVIRONMENTAL ASSOC INC 6 GARFIELD WAY NEWARK DE 19713-5817		
IS HEREBY LICENSED TO PRACTICE, CONDUCT OR ENGAGE IN THE OCCUPATION OR BUSINESS ACTIVITY INDICATED ABOVE IN ACCORDANCE WITH THE LICENSE APPLICATION DULY FILED PURSUANT TO TITLE 30, DEL. CODE.				PATRICK T. CARTER DIRECTOR OF REVENUE



STATE OF DELAWARE

THIS CERTIFIES THAT

Batta Environmental Associates, Incorporated

Has satisfactorily completed the requirements prescribed by the Office of Management & Budget as a Asbestos Abatement Professional Service Firm this

Twelfth Day of December Two Thousand Fourteen

This certification is valid for one (1) year to perform asbestos services within the State of Delaware.

This certification shall be proof that the above named Contractor has met the minimum requirements established by the State of Delaware for temporary certification. It is not intended as an overall endorsement of the Contractor's ability to provide services of varying size and shape. It does not endorse the methods and types of respiratory protection used by the Contractor.

Contractor's Address: 6 Garfield Way
Delaware Industrial Park
Newark, DE 19713
Expiration Date: December 12, 2015
Certification Number: PS-001



Director
Division of Facilities Management

Certificate of Completion

awarded to

Todd K. Zeisloft

for successfully completing the prescribed course of study in

Pennsylvania Asbestos Project Designer Refresher Course

under TSCA Title II

presented by

ACCESS TRAINING SERVICES, INC
7921 River Road, Pennsauken NJ 08110

4/20/15

Course Date

N/A

Exam Date

4/20/16

Expiration Date

N/A

Social Security Number

ACC-0415-10-006

Certificate Number



Mark K. Schlager
Training Director

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**Appendix B: Prevailing Wage Determination,
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**Appendix C: Project Start Checklist
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**Appendix D: Bid Tabulation Form
Certificate of Visual Inspection
Certificate of Worker's Acknowledgment
Submittal Requirements / Compliance Form,
Certificate of Work Completion
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INSTRUCTIONS TO BIDDERS

TABLE OF ARTICLES

1. DEFINITIONS
2. BIDDER'S REPRESENTATION.
3. BIDDING DOCUMENTS
4. BIDDING PROCEDURES
5. CONSIDERATION OF BIDS
6. POST-BID INFORMATION
7. PERFORMANCE BOND AND PAYMENT BOND
8. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

ARTICLE 1: GENERAL**1.1 DEFINITIONS**

1.1.1 Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

1.2 **STATE:** The State of Delaware.

1.3 **AGENCY:** Contracting State Agency as noted on cover sheet

1.4 **DESIGNATED OFFICIAL:** The agent authorized to act for the Agency.

1.5 **BIDDING DOCUMENTS:** Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement for Bid, Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders (if any), General Conditions, Supplementary General Conditions, General Requirements, Special Provisions (if any), the Bid Form (including the Non-collusion Statement), and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, as well as the Drawings, Specifications (Project Manual) and all Addenda issued prior to execution of the Contract.

1.6 **CONTRACT DOCUMENTS:** The Contract Documents consist of the, Instructions to Bidders, Supplementary Instructions to Bidders (if any), General Conditions, Supplementary General Conditions, General Requirements, Special Provisions (if any), the form of agreement between the Owner and the Contractor, Drawings (if any), Specifications (Project Manual), and all addenda.

1.7 **AGREEMENT:** The form of the Agreement shall be AIA Document A101, Standard Form of Agreement between Owner and Contractor where the basis of payment is a STIPULATED SUM. In the case of conflict between the instructions contained therein and the General Requirements herein, these General Requirements shall prevail.

1.8 **GENERAL REQUIREMENTS (or CONDITIONS):** General Requirements (or conditions) are instructions pertaining to the Bidding Documents and to contracts in general. They contain, in summary, requirements of laws of the State; policies of the Agency and instructions to bidders.

1.9 **SPECIAL PROVISIONS:** Special Provisions are specific conditions or requirements peculiar to the bidding documents and to the contract under consideration and are supplemental to the General Requirements. Should the Special Provisions conflict with the General Requirements, the Special Provisions shall prevail.

1:10 **ADDENDA:** Written or graphic instruments issued by the Owner/Architect prior to the execution of the contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

1.11 **BIDDER OR VENDOR:** A person or entity who formally submits a Bid for the material or Work contemplated, acting directly or through a duly authorized representative who meets the requirements set forth in the Bidding Documents.

1.12 **SUB-BIDDER:** A person or entity who submits a Bid to a Bidder for materials or labor, or both for a portion of the Work.

1.13 **BID:** A complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

- 1.14 **BASE BID:** The sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids (if any are required to be stated in the bid).
- 1.15 **ALTERNATE BID (or ALTERNATE):** An amount stated in the Bid, where applicable, to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents is accepted.
- 1.16 **UNIT PRICE:** An amount stated in the Bid, where applicable, as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.
- 1.17 **SURETY:** The corporate body which is bound with and for the Contract, or which is liable, and which engages to be responsible for the Contractor's payments of all debts pertaining to and for his acceptable performance of the Work for which he has contracted.
- 1.18 **BIDDER'S DEPOSIT:** The security designated in the Bid to be furnished by the Bidder as a guaranty of good faith to enter into a contract with the Agency if the Work to be performed or the material or equipment to be furnished is awarded to him.
- 1.19 **CONTRACT:** The written agreement covering the furnishing and delivery of material or work to be performed.
- 1.20 **CONTRACTOR:** Any individual, firm or corporation with whom a contract is made by the Agency.
- 1.21 **SUBCONTRACTOR:** An individual, partnership or corporation which has a direct contract with a contractor to furnish labor and materials at the job site, or to perform construction labor and furnish material in connection with such labor at the job site.
- 1.22 **CONTRACT BOND:** The approved form of security furnished by the contractor and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

ARTICLE 2: BIDDER'S REPRESENTATIONS

- 2.1 **PRE-BID MEETING**
- 2.1.1 A pre-bid meeting for this project will be held at the time and place designated. Attendance at this meeting is a pre-requisite for submitting a Bid, unless this requirement is specifically waived elsewhere in the Bid Documents.
- 2.2 By submitting a Bid, the Bidder represents that:
- 2.2.1 The Bidder has read and understands the Bidding Documents and that the Bid is made in accordance therewith.
- 2.2.2 The Bidder has visited the site, become familiar with existing conditions under which the Work is to be performed, and has correlated the Bidder's his personal observations with the requirements of the proposed Contract Documents.
- 2.2.3 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception.

2.3 JOINT VENTURE REQUIREMENTS

- 2.3.1 For Public Works Contracts, each Joint Venturer shall be qualified and capable to complete the Work with their own forces.
- 2.3.2 Included with the Bid submission, and as a requirement to bid, a copy of the executed Joint Venture Agreement shall be submitted and signed by all Joint Venturers involved.
- 2.3.3 All required Bid Bonds, Performance Bonds, Material and Labor Payment Bonds must be executed by both Joint Venturers and be placed in both of their names.
- 2.3.4 All required insurance certificates shall name both Joint Venturers.
- 2.3.5 Both Joint Venturers shall sign the Bid Form and shall submit a valid Delaware Business License Number with their Bid or shall state that the process of application for a Delaware Business License has been initiated.
- 2.3.6 Both Joint Venturers shall include their Federal E.I. Number with the Bid.
- 2.3.7 In the event of a mandatory Pre-bid Meeting, each Joint Venturer shall have a representative in attendance.
- 2.3.8 Due to exceptional circumstances and for good cause shown, one or more of these provisions may be waived at the discretion of the State.

2.4 ASSIGNMENT OF ANTITRUST CLAIMS

- 2.4.1 As consideration for the award and execution by the Owner of this contract, the Contractor hereby grants, conveys, sells, assigns and transfers to the State of Delaware all of its right, title and interests in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the Owner pursuant to this contract.

ARTICLE 3: BIDDING DOCUMENTS**3.1 COPIES OF BID DOCUMENTS**

- 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the Architectural/Engineering firm designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein.
- 3.1.2 Bidders shall use complete sets of Bidding Documents for preparation of Bids. The issuing Agency nor the Architect assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 3.1.3 Any errors, inconsistencies or omissions discovered shall be reported to the Architect immediately.
- 3.1.4 The Agency and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

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

3.2.2 Bidders or Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Architect at least seven days prior to the date for receipt of Bids. Interpretations, corrections and changes to the Bidding Documents will be made by written Addendum. Interpretations, corrections, or changes to the Bidding Documents made in any other manner shall not be binding.

3.2.3 The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specification compliance will be the responsibility of the Bidder.

3.2.4 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all permits, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

3.2.5 The Owner will bear the costs for all impact and user fees associated with the project.

3.3 SUBSTITUTIONS

3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of quality, required function, dimension, and appearance to be met by any proposed substitution. The specification of a particular manufacturer or model number is not intended to be proprietary in any way. Substitutions of products for those named will be considered, providing that the Vendor certifies that the function, quality, and performance characteristics of the material offered is equal or superior to that specified. It shall be the Bidder's responsibility to assure that the proposed substitution will not affect the intent of the design, and to make any installation modifications required to accommodate the substitution.

3.3.2 Requests for substitutions shall be made in writing to the Architect at least ten days prior to the date of the Bid Opening. Such requests shall include a complete description of the proposed substitution, drawings, performance and test data, explanation of required installation modifications due the substitution, and any other information necessary for an evaluation. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval shall be final. The Architect is to notify Owner prior to any approvals.

3.3.3 If the Architect approves a substitution prior to the receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding.

3.3.4 The Architect shall have no obligation to consider any substitutions after the Contract award.

3.4 ADDENDA

3.4.1 Addenda will be mailed or delivered to all who are known by the Architect to have received a complete set of the Bidding Documents.

- 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- 3.4.3 No Addenda will be issued later than 4 days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which extends the time or changes the location for the opening of bids.
- 3.4.4 Each bidder shall ascertain prior to submitting his Bid that they have received all Addenda issued, and shall acknowledge their receipt in their Bid in the appropriate space. Not acknowledging an issued Addenda could be grounds for determining a bid to be non-responsive.

ARTICLE 4: BIDDING PROCEDURES**4.1 PREPARATION OF BIDS**

- 4.1.1 Submit the bids on the Bid Forms included with the Bidding Documents.
- 4.1.2 Submit the original Bid Form for each bid. Bid Forms may be removed from the project manual for this purpose.
- 4.1.3 Execute all blanks on the Bid Form in a non-erasable medium (typewriter or manually in ink).
- 4.1.4 Where so indicated by the makeup on the Bid Form, express sums in both words and figures, in case of discrepancy between the two, the written amount shall govern.
- 4.1.5 Interlineations, alterations or erasures must be initialed by the signer of the Bid.
- 4.1.6 BID ALL REQUESTED ALTERNATES AND UNIT PRICES, IF ANY. If there is no change in the Base Bid for an Alternate, enter "No Change". The Contractor is responsible for verifying that they have received all addenda issued during the bidding period. Work required by Addenda shall automatically become part of the Contract.
- 4.1.7 Make no additional stipulations on the Bid Form and do not qualify the Bid in any other manner.
- 4.1.8 Each copy of the Bid shall include the legal name of the Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached, certifying agent's authority to bind the Bidder.
- 4.1.9 Bidder shall complete the Non-Collusion Statement form included with the Bid Forms and include it with their Bid.
- 4.1.10 In the construction of all Public Works projects for the State of Delaware or any agency thereof, preference in employment of laborers, workers or mechanics shall be given to bona fide legal citizens of the State who have established citizenship by residence of at least 90 days in the State.
- 4.2 BID SECURITY
- 4.2.1 All bids shall be accompanied by a deposit of either a good and sufficient bond to the agency for the benefit of the agency, with corporate surety authorized to do business in this State, the form of the bond and the surety to be approved by the agency, or a security of the

bidder assigned to the agency, for a sum equal to at least 10% of the bid plus all add alternates, or in lieu of the bid bond a security deposit in the form of a certified check, bank treasurer's check, cashier's check, money order, or other prior approved secured deposit assigned to the State. The bid bond need not be for a specific sum, but may be stated to be for a sum equal to 10% of the bid plus all add alternates to which it relates and not to exceed a certain stated sum, if said sum is equal to at least 10% of the bid. The Bid Bond form used shall be the standard OMB form (attached).

4.2.2 The Agency has the right to retain the bid security of Bidders to whom an award is being considered until either a formal contract has been executed and bonds have been furnished or the specified time has elapsed so the Bids may be withdrawn or all Bids have been rejected.

4.2.3 In the event of any successful Bidder refusing or neglecting to execute a formal contract and bond within 20 days of the awarding of the contract, the bid bond or security deposited by the successful bidder shall be forfeited.

4.3 SUBCONTRACTOR LIST

4.3.1 As required by Delaware Code, Title 29, section 6962(d)(10)b, each Bidder shall submit with their Bid a completed List of Sub-Contractors they intend to employ for this project. NAME ONLY ONE SUBCONTRACTOR FOR EACH TRADE. A Bid will be considered non-responsive unless the completed list is included. The format and categories for the list shall be provided and reviewed and confirmed at the pre-bid meeting.

4.3.2 Provide the Name and Address for each listed subcontractor. Addresses by City, Town or Locality, plus State, will be acceptable.

4.3.3 It is the responsibility of the Contractor to ensure that their Subcontractors are in compliance with the provisions of this law. Also, if a Contractor elects to list themselves as a Subcontractor for any category, they must specifically name themselves on the Bid Form and be able to document their capability to act as Subcontractor in that category in accordance with this law.

4.4 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

4.4.1 During the performance of this contract, the contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Contractor will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin."

4.5 PREVAILING WAGE REQUIREMENT

- 4.5.1 Wage Provisions: In accordance with Delaware Code, Title 29, Section 6960, renovation projects whose total cost shall exceed \$15,000, and \$100,000 for new construction, the minimum wage rates for various classes of laborers and mechanics shall be as determined by the Department of Labor, Division of Industrial Affairs of the State of Delaware.
- 4.5.2 The prevailing wage shall be the wage paid to a majority of employees performing similar work as reported in the Department's annual prevailing wage survey or in the absence of a majority, the average paid to all employees reported.
- 4.5.3 The employer shall pay all mechanics and labors employed directly upon the site of work, unconditionally and not less often than once a week and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the specifications, regardless of any contractual relationship which may be alleged to exist between the employer and such laborers and mechanics.
- 4.5.4 The scale of the wages to be paid shall be posted by the employer in a prominent and easily accessible place at the site of the work.
- 4.5.5 Every contract based upon these specifications shall contain a stipulation that certified sworn payroll reports be maintained by every contractor and subcontractor performing work upon the site of construction. The contractor and subcontractor shall keep and maintain the sworn payroll information for a period of 2 years from the last day of the work week covered by the payroll. A certified copy of these payroll reports shall be made available: (1) For inspection or furnished upon request to a representative of the Department of Labor; (2) Upon request by the public or for copies thereof. However, a request by the public must be made through the Department of Labor. The requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Department of Labor in accordance with the Department's copying fee policy. The public shall not be given access to the records at the principal office of the contractor or subcontractor; and (3) The certified payroll records shall be on a form provided by the Department of Labor or shall contain the same information as the form provided by the Department and shall be provided within 10 days from receipt of notice requesting the records from the Department of Labor.

4.6 SUBMISSION OF BIDS

- 4.6.1 Enclose the Bid, the Bid Security, and any other documents required to be submitted with the Bid in a sealed opaque envelope. Address the envelope to the party receiving the Bids. Identify with the project name, project number, and the Bidder's name and address. If the Bid is sent by mail, enclose the sealed envelope in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof. The State is not responsible for the opening of bids prior to bid opening date and time that are not properly marked.
- 4.6.2 Deposit Bids at the designated location prior to the time and date for receipt of bids indicated in the Advertisement for Bids. Bids received after the time and date for receipt of bids will be marked "LATE BID" and returned.
- 4.6.3 Bidder assumes full responsibility for timely delivery at location designated for receipt of bids.
- 4.6.4 Oral, telephonic or telegraphic bids are invalid and will not receive consideration.

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

4.7 MODIFICATION OR WITHDRAW OF BIDS

4.7.1 Prior to the closing date for receipt of Bids, a Bidder may withdraw a Bid by personal request and by showing proper identification to the Architect. A request for withdraw by letter or fax, if the Architect is notified in writing prior to receipt of fax, is acceptable. A fax directing a modification in the bid price will render the Bid informal, causing it to be ineligible for consideration of award. Telephone directives for modification of the bid price shall not be permitted and will have no bearing on the submitted proposal in any manner.

4.7.2 Bidders submitting Bids that are late shall be notified as soon as practicable and the bid shall be returned.

4.7.3 A Bid may not be modified, withdrawn or canceled by the Bidder during a thirty (30) day period following the time and date designated for the receipt and opening of Bids, and Bidder so agrees in submitting their Bid. Bids shall be binding for 30 days after the date of the Bid opening.

ARTICLE 5: CONSIDERATION OF BIDS

5.1 OPENING/REJECTION OF BIDS

5.1.1 Unless otherwise stated, Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids will be made available to Bidders.

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

5.1.3 If the Bids are rejected, it will be done within thirty (30) calendar day of the Bid opening.

5.2 COMPARISON OF BIDS

5.2.1 After the Bids have been opened and read, the bid prices will be compared and the result of such comparisons will be made available to the public. Comparisons of the Bids may be based on the Base Bid plus desired Alternates. The Agency shall have the right to accept Alternates in any order or combination.

5.2.2 The Agency reserves the right to waive technicalities, to reject any or all Bids, or any portion thereof, to advertise for new Bids, to proceed to do the Work otherwise, or to abandon the Work, if in the judgment of the Agency or its agent(s), it is in the best interest of the State.

5.2.3 An increase or decrease in the quantity for any item is not sufficient grounds for an increase or decrease in the Unit Price.

5.2.4 The prices quoted are to be those for which the material will be furnished F.O.B. Job Site and include all charges that may be imposed during the period of the Contract.

5.2.5 No qualifying letter or statements in or attached to the Bid, or separate discounts will be considered in determining the low Bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into Unit Bid Price(s).

5.3 DISQUALIFICATION OF BIDDERS

5.3.1 An agency shall determine that each Bidder on any Public Works Contract is responsible before awarding the Contract. Factors to be considered in determining the responsibility of a Bidder include:

- A. The Bidder's financial, physical, personnel or other resources including Subcontracts;
- B. The Bidder's record of performance on past public or private construction projects, including, but not limited to, defaults and/or final adjudication or admission of violations of the Prevailing Wage Laws in Delaware or any other state;
- C. The Bidder's written safety plan;
- D. Whether the Bidder is qualified legally to contract with the State;
- E. Whether the Bidder supplied all necessary information concerning its responsibility; and,
- F. Any other specific criteria for a particular procurement, which an agency may establish; provided however, that, the criteria be set forth in the Invitation to Bid and is otherwise in conformity with State and/or Federal law.

5.3.2 If an agency determines that a Bidder is nonresponsive and/or nonresponsible, the determination shall be in writing and set forth the basis for the determination. A copy of the determination shall be sent to the affected Bidder within five (5) working days of said determination.

5.3.3 In addition, any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid or Bids.

5.3.3.1 More than one Bid for the same Contract from an individual, firm or corporation under the same or different names.

5.3.3.2 Evidence of collusion among Bidders.

5.3.3.3 Unsatisfactory performance record as evidenced by past experience.

5.3.3.4 If the Unit Prices are obviously unbalanced either in excess or below reasonable cost analysis values.

5.3.3.5 If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite or ambiguous as to its meaning.

5.3.3.6 If the Bid is not accompanied by the required Bid Security and other data required by the Bidding Documents.

5.3.3.7 If any exceptions or qualifications of the Bid are noted on the Bid Form.

5.4 ACCEPTANCE OF BID AND AWARD OF CONTRACT

- 5.4.1 A formal Contract shall be executed with the successful Bidder within twenty (20) calendar days after the award of the Contract.
- 5.4.2 Per Section 6962(d)(13) a., Title 29, Delaware Code, "The contracting agency shall award any public works contract within thirty (30) days of the bid opening to the lowest responsive and responsible Bidder, unless the Agency elects to award on the basis of best value, in which case the election to award on the basis of best value shall be stated in the Invitation To Bid."
- 5.4.3 Each Bid on any Public-Works Contract must be deemed responsive by the Agency to be considered for award. A responsive Bid shall conform in all material respects to the requirements and criteria set forth in the Contract Documents and specifications.
- 5.4.4 The Agency shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid, plus accepted Alternates.
- 5.4.5 The successful Bidder shall execute a formal contract, submit the required Insurance Certificate, and furnish good and sufficient bonds, unless specifically waived in the General Requirements, in accordance with the General Requirement, within twenty (20) days of official notice of contract award. Bonds shall be for the benefit of the Agency with surety in the amount of 100% of the total contract award. Said Bonds shall be conditioned upon the faithful performance of the contract. Bonds shall remain in affect for period of one year after the date of substantial completion.
- 5.4.6 If the successful Bidder fails to execute the required Contract and Bond, as aforesaid, within twenty (20) calendar days after the date of official Notice of the Award of the Contract, their Bid guaranty shall immediately be taken and become the property of the State for the benefit of the Agency as liquidated damages, and not as a forfeiture or as a penalty. Award will then be made to the next lowest qualified Bidder of the Work or readvertised, as the Agency may decide.
- 5.4.7 Prior to receiving an award, the successful Bidder shall furnish to the Agency proof of State of Delaware Business Licensure. If the Bidder does not currently have a Business License, they may obtain an application by writing to: Division of Revenue, Carvel State Office Building, 820 French Street, Wilmington, DE 19899. A copy of the letter written to the Division of Revenue, sent with your Bid will be adequate proof for your firm to be considered for award until such time as you receive your license.
- 5.4.8 The Bid Security shall be returned to the successful Bidder upon the execution of the formal contract. The Bid Securities of unsuccessful bidders shall be returned within thirty (30) calendar days after the opening of the Bids.

ARTICLE 6: POST-BID INFORMATION

- 6.1 CONTRACTOR'S QUALIFICATION STATEMENT
- 6.1.1 Bidders to whom award of a Contract is under consideration shall, if requested by the Agency, submit a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a statement has been previously required and submitted.
- 6.2 BUSINESS DESIGNATION FORM
- 6.2.1 Successful bidder shall be required to accurately complete an Office of Management and Budget Business Designation Form for Subcontractors.

ARTICLE 7: PERFORMANCE BOND AND PAYMENT BOND

7.1 BOND REQUIREMENTS

7.1.1 The cost of furnishing the required Bonds, that are stipulated in the Bidding Documents, shall be included in the Bid.

7.1.2 If the Bidder is required by the Agency to secure a bond from other than the Bidder's usual sources, changes in cost will be adjusted as provide in the Contract Documents.

7.1.3 The Performance and Payment Bond forms used shall be the standard OMB forms (attached).

7.2 TIME OF DELIVERY AND FORM OF BONDS

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

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

ARTICLE 8: FORM OF AGREEMENT BETWEEN AGENCY AND CONTRACTOR

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

END OF INSTRUCTIONS TO BIDDERS

*Asbestos Abatement / Decontamination at
Old Laurel Middle School
BEA # 741214*

BID FORM

UNIT PRICES

Unit prices conform to applicable project specification section. Refer to the specifications for a complete description of the following Unit Prices:

	<u>ADD / DEDUCT</u>
UNIT PRICE No. 1: <u>Built-up Roofing / SF</u>	\$ _____ per SF
UNIT PRICE No. 2: <u>Mechanical Roof Flashings / LF</u>	\$ _____ per LF
UNIT PRICE No. 3: <u>Terra Cotta Roof Cap Caulk / LF</u>	\$ _____ per LF
UNIT PRICE No. 4: <u>Building Caulk / LF</u>	\$ _____ per LF
UNIT PRICE No. 5: <u>Window / Louver Caulk / LF</u>	\$ _____ per LF
UNIT PRICE No. 6: <u>Window Glazing Putty / LF</u>	\$ _____ per LF
UNIT PRICE No. 7: <u>Light Heat Shields / EA</u>	\$ _____ per EA
UNIT PRICE No. 8: <u>Vibration Dampers / LF</u>	\$ _____ per LF
UNIT PRICE No. 9: <u>Pipe Insulation Debris / SF</u>	\$ _____ per SF
UNIT PRICE No. 10: <u>Pipe Insulation & Fittings / LF</u>	\$ _____ per LF
UNIT PRICE No. 11: <u>Pipe Fittings / EA</u>	\$ _____ per EA
UNIT PRICE No. 12: <u>Chalk/Cork/Acoustic Mastics / SF</u>	\$ _____ per SF
UNIT PRICE No. 13: <u>Sink Undercoating / EA</u>	\$ _____ per EA
UNIT PRICE No. 14: <u>Sink Caulk / LF</u>	\$ _____ per LF
UNIT PRICE No. 15: <u>Single layer Floor Tile – no mastic / SF</u>	\$ _____ per SF
UNIT PRICE No. 16: <u>Single layer Floor Tile with mastic / SF</u>	\$ _____ per SF
UNIT PRICE No. 17: <u>Double layer Floor Tile – no mastic / SF</u>	\$ _____ per SF
UNIT PRICE No. 18: <u>Double layer Floor Tile with mastic / SF</u>	\$ _____ per SF
UNIT PRICE No. 19: <u>Floor Tile Mastic ONLY (added to base bid tile only) / SF</u>	\$ _____ per SF

*Asbestos Abatement / Decontamination at
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UNIT PRICE No. 20: Mastic on Stored Boards / SF \$ _____ per SF

UNIT PRICE No. 21: Boiler Gasket / LF \$ _____ per LF

UNIT PRICE No. 22: Three Stage Decon/ EA \$ _____ per EA

UNIT PRICE No. 23: Two Stage Decon/ EA \$ _____ per EA

UNIT PRICE No. 24: Containment Pricing (PAPR)

Price to be added to material removal price. 1-10 SF \$ _____ per SF

Reflects construction and decontamination of 11-100 SF \$ _____ per SF

affected areas. Price based on square footage of 101-200 SF \$ _____ per SF

containment floor area. Does NOT include 201-500 SF \$ _____ per SF

any decon, which is added separately. 501-1000 SF \$ _____ per SF

> 1000 SF \$ _____ per SF

UNIT PRICE No. 25: Mobilization Price

If Contractor is called back to site, after completion of contracted work, for additional work. \$ _____

*Asbestos Abatement / Decontamination at
Old Laurel Middle School
BEA # 741214*

GENERAL STATEMENT

I / We acknowledge Addenda numbered _____ and the prices submitted include any cost / schedule impact they may have.

This bid shall remain valid and cannot be withdrawn for _____ 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 (if required).

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 the work within _____ calendar days of the Notice to Proceed.

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: _____
(Authorized Signature)

(SEAL) _____
(Title)

Date: _____

ATTACHMENTS

- Sub-Contractor List
- Non-Collusion Statement
- Bid Security

*Asbestos Abatement / Decontamination at
Old Laurel Middle School
BEA # 741214*

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 *Owner*, 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. Electrician	_____	_____	_____
3. Waste Hauler (asbestos)	_____	_____	_____
4. OSHA Monitor	_____	_____	_____
5. Analytical Services	_____	_____	_____

*Asbestos Abatement / Decontamination at
Old Laurel Middle School
BEA # 741214*

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. All the terms and conditions of Asbestos Abatement / Decontamination at Old Laurel Middle School – BEA # 741214 have been thoroughly examined and are understood.

NAME OF BIDDER: _____

AUTHORIZED REPRESENTATIVE (TYPED): _____

AUTHORIZED REPRESENTATIVE (SIGNATURE): _____

TITLE: _____

ADDRESS OF BIDDER: _____

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.

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 **Laurel 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 **Laurel 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 **Laurel 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

DRAFT AIA® Document A101™ - 2007

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

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

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

« »
« »
« »
« »

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

« »
« »
« »
« »

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

« »
« »
« »

The Architect:
(Name, legal status, address and other information)

« »
« »
« »
« »

The Owner and Contractor agree as follows.

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

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

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

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

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

« »

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

« »

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

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than « » (« ») days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

« »

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

« »

ARTICLE 4 CONTRACT SUM

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

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« »

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

Item	Units and Limitations	Price Per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
------	-------

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

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

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

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the « » day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the « » day of the « » month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than « » (« ») days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

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

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

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of « » percent (« » %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of « » percent (« » %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

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

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

« »

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

§ 5.2 FINAL PAYMENT

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »
« »
« »
« »

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

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

- Arbitration pursuant to Section 15.4 of AIA Document A201–2007
- Litigation in a court of competent jurisdiction
- Other *(Specify)*
- « »

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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

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

« » % « »

§ 8.3 The Owner’s representative:
(Name, address and other information)

« »
« »
« »
« »
« »
« »

§ 8.4 The Contractor’s representative:
(Name, address and other information)

« »
« »
« »
« »
« »
« »

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

§ 8.6 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

« »

Section	Title	Date	Pages

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

« »

Number	Title	Date

§ 9.1.6 The Addenda, if any:

Number	Date	Pages

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

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

« »

- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

« »

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
[Redacted]	[Redacted]

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

« »

(Printed name and title)

CONTRACTOR *(Signature)*

« »

(Printed name and 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 Laurel School District (“**Owner**”), 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:

By: _____ (SEAL)

Name:

(Corporate Seal)

Title:

SURETY

Name: _____

Witness or Attest:

Address: _____

Name:

By: _____ (SEAL)

Name:

(Corporate Seal)

Title:

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 Laurel School District (“**Owner**”), 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: _____

Address: _____

Witness or Attest:

Name:

(Corporate Seal)

By: _____ (SEAL)

Name:

Title:

SURETY

Name: _____

Address: _____

Witness or Attest:

Name:

(Corporate Seal)

By: _____ (SEAL)

Name:

Title:

DRAFT AIA® Document G702™ - 1992

Application and Certificate for Payment

TO OWNER: PROJECT: a APPLICATION NO: 001 Distribution to: OWNER: ARCHITECT: CONTRACTOR: FIELD: []

FROM CONTRACTOR: VIA ARCHITECT: General Construction

PERIOD TO: CONTRACT FOR: CONTRACT DATE: PROJECT NOS:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

- 1. ORIGINAL CONTRACT SUM \$0.00
- 2. NET CHANGE BY CHANGE ORDERS \$0.00
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) \$0.00
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$0.00
- 5. RETAINAGE:
 - a. 0 % of Completed Work (Column D + E on G703): \$0.00
 - b. 0 % of Stored Material (Column F on G703): \$0.00

- Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$0.00
- 6. TOTAL EARNED LESS RETAINAGE \$0.00
(Line 4 Less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$0.00
(Line 6 from prior Certificate)
- 8. CURRENT PAYMENT DUE \$0.00
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE \$0.00
(Line 3 less Line 6)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: _____ Date: _____

By: _____ Date: _____

State of: _____ County of: _____

Subscribed and sworn to before me this _____ day of _____ Notary Public: _____ My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$0.00
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: _____ Date: _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	\$0.00

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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STANDARD
GENERAL CONDITIONS
OF THE
CONSTRUCTION CONTRACT

The General Conditions of this Contract are as stated in the American Institute of Architects Document AIA A201 (1997 Edition) entitled General Conditions of the Contract for Construction and is part of this project manual as if herein written in full.

Copies of the Document are available through the Owner.

SUPPLEMENTARY GENERAL CONDITIONS A201-1997

The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A201-1997. Where a portion of the General Conditions is modified or deleted by the Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

TABLE OF ARTICLES

1. GENERAL PROVISIONS
2. OWNER
3. CONTRACTOR
4. ADMINISTRATION OF THE CONTRACT
5. SUBCONTRACTORS
6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7. CHANGES IN THE WORK
8. TIME
9. PAYMENTS AND COMPLETION
10. PROTECTION OF PERSONS AND PROPERTY
11. INSURANCE AND BONDS
12. UNCOVERING AND CORRECTION OF WORK
13. MISCELLANEOUS PROVISIONS
14. TERMINATION OR SUSPENSION OF THE CONTRACT

ARTICLE 1: GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

Delete the last sentence in its entirety and replace with the following:

“The Contract Documents also include Advertisement for Bid, Instructions to Bidder, sample forms, the Bid Form, the Contractor’s completed Bid and the Award Letter.”

Add the following Paragraph:

1.1.2 In the event of conflict or discrepancies among the Contract Documents, the Documents prepared by the State of Delaware, Division of Facilities Management shall take precedence over all other documents.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add the following Paragraphs:

1.2.4 In the case of an inconsistency between the Drawings and the Specifications, or within either document not clarified by addendum, the better quality or greater quantity of work shall be provided in accordance with the Architect’s interpretation.

1.2.5 The word “PROVIDE” as used in the Contract Documents shall mean “FURNISH AND INSTALL” and shall include, without limitation, all labor, materials, equipment, transportation, services and other items required to complete the Work.

1.2.6 The word “PRODUCT” as used in the Contract Documents means all materials, systems and equipment.

1.6 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

Delete Paragraph 1.6.1 in its entirety and replace with the following:

“All pre-design studies, drawings, specifications and other documents, including those in electronic form, prepared by the Architect under this Agreement are, and shall remain, the property of the Owner whether the Project for which they are made is executed or not. Such documents may be used by the Owner to construct one or more like Projects without the approval of, or additional compensation to, the Architect. The Contractor, Subcontractors, Sub-subcontractors and Material or Equipment Suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect’s consultants appropriate to and for use in the execution of their Work under the Contract Documents. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or Material and Equipment Supplier on other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and Architect’s consultants.

The Architect shall not be liable for injury or damage resulting from the re-use of drawings and specifications if the Architect is not involved in the re-use Project. Prior to re-use of

construction documents for a Project in which the Architect is not also involved, the Owner will remove from such documents all identification of the original Architect, including name, address and professional seal or stamp.”

ARTICLE 2: OWNER

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

To Subparagraph 2.2.3 – Add the following sentence:

“The Contractor, at their expense shall bear the costs to accurately identify the location of all underground utilities in the area of their excavation and shall bear all cost for any repairs required, out of failure to accurately identify said utilities.”

Delete Subparagraph 2.2.5 in its entirety and substitute the following:

2.2.5 The Contractor shall be furnished free of charge up to five (5) sets of the Drawings and Project Manuals. Additional sets will be furnished at the cost of reproduction, postage and handling.

ARTICLE 3: CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

Amend Paragraph 3.2.2 to state that any errors, inconsistencies or omissions discovered shall be reported to the Architect and Owner immediately.

Delete the third sentence in Paragraph 3.2.3.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following Paragraphs:

3.3.2.1 The Contractor shall immediately remove from the Work, whenever requested to do so by the Owner, any person who is considered by the Owner or Architect to be incompetent or disposed to be so disorderly, or who for any reason is not satisfactory to the Owner, and that person shall not again be employed on the Work without the consent of the Owner or the Architect.

3.3.4 The Contractor must provide suitable storage facilities at the Site for the proper protection and safe storage of their materials. Consult the Owner and the Architect before storing any materials.

3.3.5 When any room is used as a shop, storeroom, office, etc., by the Contractor or Subcontractor(s) during the construction of the Work, the Contractor making use of these areas will be held responsible for any repairs, patching or cleaning arising from such use.

3.4 LABOR AND MATERIALS

Add the Following Paragraphs:

3.4.4 Before starting the Work, each Contractor shall carefully examine all preparatory Work that has been executed to receive their Work. Check carefully, by whatever means are required, to insure that its Work and adjacent,

related Work, will finish to proper contours, planes and levels. Promptly notify the General Contractor/Construction Manager of any defects or imperfections in preparatory Work which will in any way affect satisfactory completion of its Work. Absence of such notification will be construed as an acceptance of preparatory Work and later claims of defects will not be recognized.

- 3.4.5 Under no circumstances shall the Contractor's Work proceed prior to preparatory Work proceed prior to preparatory Work having been completely cured, dried and/or otherwise made satisfactory to receive this Work. Responsibility for timely installation of all materials rests solely with the Contractor responsible for that Work, who shall maintain coordination at all times.

3.5 WARRANTY

Add the following Paragraphs:

- 3.5.1 The Contractor will guarantee all materials and workmanship against original defects, except injury from proper and usual wear when used for the purpose intended, for one year after Acceptance by the Owner, and will maintain all items in perfect condition during the period of guarantee.
- 3.5.2 Defects appearing during the period of guarantee will be made good by the Contractor at his expense upon demand of the Owner, it being required that all work will be in perfect condition when the period of guarantee will have elapsed.
- 3.5.3 In addition to the General Guarantee there are other guarantees required for certain items for different periods of time than the one year as above, and are particularly so stated in that part of the specifications referring to same. The said guarantees will commence at the same time as the General Guarantee.
- 3.5.4 If the Contractor fails to remedy any failure, defect or damage within a reasonable time after receipt of notice, the Owner will have the right to replace, repair, or otherwise remedy the failure, defect or damage at the Contractor's expense.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

Add the following Paragraphs:

- 3.11.1 During the course of the Work, the Contractor shall maintain a record set of drawings on which the Contractor shall mark the actual physical location of all piping, valves, equipment, conduit, outlets, access panels, controls, actuators, including all appurtenances that will be concealed once construction is complete, etc., including all invert elevations.
- 3.11.2 At the completion of the project, the Contractor shall obtain a set of reproducible drawings from the Architect, and neatly transfer all information outlined in 3.11.1 to provide a complete record of the as-built conditions.
- 3.11.3 The Contractor shall provide two (2) prints of the as-built conditions, along with the reproducible drawings themselves, to the Owner and one (1) set to the Architect. In addition, attach one complete set to each of the Operating and Maintenance Instructions/Manuals.

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

Delete the first sentence of Paragraph 4.2.7 and replace with the following:

The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples for the purpose of checking for conformance with the Contract Documents.

Delete the second sentence of Paragraph 4.2.7 and replace with the following:

The Architect's action will be taken with such reasonable promptness as to cause no delay in the Work in the activities of the Owner, Contractor or separate Contractors, while allowing sufficient time in the Owner's professional judgement to permit adequate review.

Add the following Paragraph:

4.2.10.1 There will be no full-time project representative provided by the Owner or Architect on this project.

4.3 CLAIMS AND DISPUTES

Delete Paragraph 4.3.10 in its entirety.

4.4 RESOLUTION OF CLAIMS AND DISPUTES

Delete Paragraph 4.4.5 in its entirety and replace with the following:

4.4.5 The Architect will approve or reject Claims by written decision, which shall state the reasons therefore and shall notify the parties of any change in the Contract Sum or Contract Time or both. The approval or rejection of a Claim by the Architect shall be subject to mediation and other remedies at law or in equity.

Delete Paragraph 4.4.6 in its entirety.

4.5 MEDIATION

4.5.2 At the end of the second sentence, delete "and with the American Arbitration Association."

4.6 ARBITRATION

Delete Paragraph 4.6 and its sub-sections in its entirety.

ARTICLE 5: SUBCONTRACTORS

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

Delete Paragraph 5.2.3 in its entirety and replace with the following:

5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the

Owner or Architect has no reasonable objection, subject to the statutory requirements of 29 Delaware Code § 6962(d)(10)b.3, 4.

ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

Delete Paragraph 6.1.4 in its entirety.

ARTICLE 7: CHANGES IN THE WORK

(SEE ARTICLE 7: CHANGES IN WORK OF THE GENERAL REQUIREMENTS)

ARTICLE 8: TIME

8.2 PROGRESS AND COMPLETION

Add the following Paragraphs:

8.2.1.1 Refer to Specification Section SUMMARY OF WORK for Contract time requirements.

8.2.4 If the Work falls behind the Progress Schedule as submitted by the Contractor, the Contractor shall employ additional labor and/or equipment necessary to bring the Work into compliance with the Progress Schedule at no additional cost to the Owner.

8.3 DELAYS AND EXTENSION OF TIME

Add the following Paragraph:

8.3.2.1 The Contractor shall update the status of the suspension, delay, or interruption of the Work with each Application for Payment. (The Contractor shall report the termination of such cause immediately upon the termination thereof.) Failure to comply with this procedure shall constitute a waiver for any claim for adjustment of time or price based upon said cause.

Delete Paragraph 8.3.3 in its entirety and replace with the following:

8.3.3 Except in the case of a suspension of the Work directed by the Owner, an extension of time under the provisions of Paragraph 8.3.1., shall be the Contractor's sole remedy in the progress of the Work and there shall be no payment or compensation to the Contractor for any expense or damage resulting from the delay.

Add the following Paragraph:

8.3.4 By permitting the Contractor to work after the expired time for completion of the project, the Owner does not waive their rights under the Contract.

ARTICLE 9: PAYMENTS AND COMPLETION

9.2 SCHEDULE OF VALUES

Add the following Paragraphs:

- 9.2.2 The Schedule of Values shall be submitted using AIA Document G702, Continuation Sheet to G703.
- 9.2.3 The Schedule of Values is to include a line item for Project Closeout Document Submittal. The value of this item is to be no less than ___% of the initial contract amount.

9.3 APPLICATIONS FOR PAYMENT

Add the following Paragraph:

- 9.3.1.3 Application for Payment shall be submitted on AIA Document G702 "Application and Certificate for Payment", supported by AIA Document G703 "Continuation Sheet". Said Applications shall be fully executed and notarized.

Add the following Paragraphs:

- 9.3.4 Until Closeout Documents have been received and outstanding items completed the Owner will pay 95% (ninety-five percent) of the amount due the Contractor on account of progress payments.
- 9.3.5 The Contractor shall provide a current and updated Progress Schedule to the Architect with each Application for Payment. Failure to provide Schedule will be just cause for rejection of Application for Payment.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

Add the following to 9.5.1:

- .8 failure to provide a current Progress Schedule;
- .9 a lien or attachment is filed;
- .10 failure to comply with mandatory requirements for maintaining Record Documents.

9.6 PROGRESS PAYMENTS

Delete Paragraph 9.6.1 in its entirety and replace with the following:

- 9.6.1 After the Architect has approved and issued a Certificate for Payment, payment shall be made by the Owner within 30 days after Owner's receipt of the Certificate for Payment.

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

Add the following Paragraphs:

10.1.2 Each Contractor shall develop a safety program in accordance with the Occupational Safety and Health Act of 1970. A copy of said plan shall be furnished to the Owner and Architect prior to the commencement of that Contractor's Work.

10.1.3 Each Contractor shall appoint a Safety Representative. Safety Representatives shall be someone who is on site on a full time basis. If deemed necessary by the Owner or Architect, Contractor Safety meetings will be scheduled. The attendance of all Safety Representatives will be required. Minutes will be recorded of said meetings by the Contractor and will be distributed to all parties as well as posted in all job offices/trailers etc.

10.2 SAFETY OF PERSONS AND PROPERTY

Add the following Paragraph:

10.2.4.1 As required in the Hazardous Chemical Act of June 1984, all vendors supplying any material that may be defined as hazardous, must provide Material Safety Data Sheets for those products. Any chemical product should be considered hazardous if it has a caution warning on the label relating to a potential physical or health hazard, if it is known to be present in the work place, and if employees may be exposed under normal conditions or in foreseeable emergency situations. Material Safety Data Sheets shall be provided directly to the Owner, along with the shipping slips that include those products.

10.3 HAZARDOUS MATERIALS

Delete Paragraph 10.3.3 in its entirety.

10.5 Delete Paragraphs 10.5 in its entirety.

ARTICLE 11: INSURANCE AND BONDS

11.2 OWNER'S LIABILITY INSURANCE

Delete Paragraph 11.2 in its entirety.

11.3 PROJECT MANAGEMENT PROTECTIVE LIABILITY INSURANCE

Delete Paragraph 11.3 in its entirety.

11.4 PROPERTY INSURANCE

Delete Paragraph 11.4 in its entirety and replace with the following:

11.4 The State will not provide Builder's All Risk Insurance for the Project. The Contractor and all Subcontractors shall provide property coverage for their tools and equipment, as necessary. Any mandatory deductible required by the Contractor's Insurance shall be the responsibility of the Contractor.

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.2.2 AFTER SUBSTANTIAL COMPLETION

Add the following Paragraph:

- 12.2.2.1.1 At any time during the progress of the Work, or in any case where the nature of the defects will be such that it is not expedient to have corrected, the Owner, at its option, will have the right to deduct such sum, or sums, of money from the amount of the Contract as it considers justified to adjust the difference in value between the defective work and that required under contract including any damage to the structure.

ARTICLE 13: MISCELLANEOUS PROVISIONS

Add the following Paragraph:

13.8 CONFLICTS WITH FEDERAL STATUTES OR REGULATIONS

- 13.8.1 If any provision, specifications or requirement of the Contract Documents conflict or is inconsistent with any statute, law or regulation of the government of the United State of America, the Contractor shall notify the Architect and Owner immediately upon discovery.

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

Delete Paragraph 14.4.3 in its entirety and replace with the following:

- 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and cost incurred by reason of such termination along with reasonable overhead.

END OF SUPPLEMENTARY GENERAL CONDITIONS

GENERAL REQUIREMENTS

TABLE OF ARTICLES

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11. INSURANCE AND BONDS
12. UNCOVERING AND CORRECTION OF WORK
13. MISCELLANEOUS PROVISIONS
14. TERMINATION OR SUSPENSION OF THE CONTRACT

ARTICLE 1: GENERAL**1.1 CONTRACT DOCUMENTS**

1.1.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary and what is required by one shall be as binding as if required by all. Performance by the Contractor shall be required to an extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

1.1.2 Work shall not begin until the Contractor is in receipt of a bonafide State of Delaware Purchase Order.

1.2 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

1.2.1 For Public Works Projects financed in whole or in part by state appropriation the Contractor agrees that during the performance of this contract:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Contractor will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin."

**ARTICLE 2: OWNER
(NOT ADDENDED)****ARTICLE 3: CONTRACTOR**

3.1 Schedule of Values: The successful Bidder shall within twenty (20) days after receiving notice to proceed with the work, furnish to the Owner a complete schedule of values on the various items comprising the work.

3.2 Subcontracts: Upon approval of Subcontractors, the Contractor shall award their Subcontracts as soon as possible after the signing of their own contract and see that all material, their own and those of their Subcontractors, are promptly ordered so that the work will not be delayed by failure of materials to arrive on time.

3.3 Before commencing any work or construction, the General Contractor is to consult with the Owner as to matters in connection with access to the site and the allocation of Ground Areas for the various features of hauling, storage, etc.

3.4 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction

means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions.

- 3.5 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- 3.6 The Contractor warrants to the Owner that materials and equipment furnished will be new and of good quality, unless otherwise permitted, and that the work will be free from defects and in conformance with the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved, may be considered defective. If required by the Owner, the Contractor shall furnish evidence as to the kind and quality of materials and equipment provided.
- 3.7 Unless otherwise provided, the Contractor shall pay all sales, consumer, use and other similar taxes, and shall secure and pay for required permits, fees, licenses, and inspections necessary for proper execution of the Work.
- 3.8 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work. The Contractor shall promptly notify the Owner if the Drawings and Specifications are observed to be at variance therewith.
- 3.9 The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under contract with the Contractor.
- 3.10 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project all waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. The Contractor shall be responsible for returning all damaged areas to their original conditions.
- 3.11 STATE LICENSE AND TAX REQUIREMENTS
- 3.11.1 Each Contractor and Subcontractor shall be licensed to do business in the State of Delaware and shall pay all fees and taxes due under State laws. In conformance with Section 2503, Chapter 25, Title 30, Delaware Code, "the Contractor shall furnish the State Tax Department within ten (10) days after award of the Contract, a statement of the total values of each contract and Subcontract, together with the names and addresses of the contracting parties"
- 3.12 PREFERENCE FOR DELAWARE LABOR
- 3.12.1 The Contractor shall comply with all requirements set forth in Section 6962, Chapter 69, Title 29 of the Delaware Code.

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

- 4.1 CONTRACT SURETY
- 4.1.1 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND
- 4.1.2 All bonds will be required as follows unless specifically waived elsewhere in the Bidding Documents.

- 4.1.3 Contents of Performance Bonds – The bond shall be conditioned upon the faithful compliance and performance by the successful bidder of each and every term and condition of the contract and the proposal, plans, specifications, and bid documents thereof. Each term and condition shall be met at the time and in the manner prescribed by the Contract, Bid documents and the specifications, including the payment in full to every person furnishing materiel or performing labor in the performance of the Contract, of all sums of money due the person for such labor and materiel. (The bond shall also contain the successful bidder's guarantee to indemnify and save harmless the State and the agency from all costs, damages and expenses growing out of or by reason of the Contract in accordance with the Contract.)
- 4.1.4 Invoking a Performance Bond – The agency may, when it considers that the interest of the State so require, cause judgement to be confessed upon the bond.
- 4.1.5 Within twenty (20) days after the date of notice of award of contract, the Bidder to whom the award is made shall furnish a Performance Bond and Labor and Material Payment Bond, each equal to the full amount of the Contract price to guarantee the faithful performance of all terms, covenants and conditions of the same. The bonds are to be issued by an acceptable Bonding Company licensed to do business in the State of Delaware and shall be issued in duplicate.
- 4.1.6 Performance and Payment Bonds shall be maintained in full force (warranty bond) for a period of twelve months after the date of the Certificate for Final Payment. The Performance Bond shall guarantee the satisfactory completion of the Project and that the Contractor will make good any faults or defects in his work which may develop during the period of said guarantees as a result of improper or defective workmanship, material or apparatus, whether furnished by themselves or their Sub-Contractors. The Payment Bond shall guarantee that the Contractor shall pay in full all persons, firms or corporations who furnish labor or material or both labor and material for, or on account of, the work included herein. The bonds shall be paid for by this Contractor. The Owner shall have the right to demand that the proof parties signing the bonds are duly authorized to do so.
- 4.2 FAILURE TO COMPLY WITH CONTRACT
- 4.2.1 If any firm entering into a contract with the State, or Agency that neglects or refuses to perform or fails to comply with the terms thereof, the Agency which signed the Contract may terminate the Contract and proceed to award a new contract in accordance with this Chapter 69, Title 29 of the Delaware Code or may require the Surety on the Performance Bond to complete the Contract in accordance with the terms of the Performance Bond. Nothing herein shall preclude the Agency from pursuing additional remedies as otherwise provided by law.
- 4.3 CONTRACT INSURANCE AND CONTRACT LIABILITY
- 4.3.1 In addition to the bond requirements stated in the Bid Documents, each successful Bidder shall purchase adequate insurance for the performance of the Contract and, by submission of a Bid, agrees to indemnify and save harmless and to defend all legal or equitable actions brought against the State, any Agency, officer and/or employee of the State, for and from all claims of liability which is or may be the result of the successful Bidder's actions during the performance of the Contract.
- 4.3.2 The purchase or nonpurchase of such insurance or the involvement of the successful Bidder in any legal or equitable defense of any action brought against the successful Bidder based upon work performed pursuant to the Contract will not waive any defense which the State, its agencies and their respective officers, employees and agents might otherwise have against such claims, specifically including the defense of sovereign

immunity, where applicable, and by the terms of this section, the State and all agencies, officers and employees thereof shall not be financially responsible for the consequences of work performed, pursuant to said contract.

4.4 RIGHT TO AUDIT RECORDS

4.4.1 The Owner shall have the right to audit the books and records of a Contractor or any Subcontractor under any Contract or Subcontract to the extent that the books and records relate to the performance of the Contract or Subcontract.

4.4.2 Said books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under the Prime Contract and by the Subcontractor for a period of 3 years from the date of final payment under the Subcontract.

ARTICLE 5: SUBCONTRACTORS

5.1 SUBCONTRACTING REQUIREMENTS

5.1.1 All contracts for the construction, reconstruction, alteration or repair of any public building (not a road, street or highway) shall be subject to the following provisions:

1. A contract shall be awarded only to a Bidder whose Bid is accompanied by a statement containing, for each Subcontractor category, the name and address (city or town and State only – street number and P.O. Box addresses not required) of the subcontractor whose services the Bidder intends to use in performing the Work and providing the material for such Subcontractor category.
2. A Bid will not be accepted nor will an award of any Contract be made to any Bidder which, as the Prime Contractor, has listed itself as the Subcontractor for any Subcontractor unless:
 - A. It has been established to the satisfaction of the awarding Agency that the Bidder has customarily performed the specialty work of such Subcontractor category by artisans regularly employed by the Bidder's firm;
 - B. That the Bidder is duly licensed by the State to engage in such specialty work, if the State requires licenses; and
 - C. That the Bidder is recognized in the industry as a bona fide Subcontractor or Contractor in such specialty work and Subcontractor category.

5.1.2 The decision of the awarding Agency as to whether a Bidder who list itself as the Subcontractor for a Subcontractor category shall be final and binding upon all Bidders, and no action of any nature shall lie against any awarding agency or its employees or officers because of its decision in this regard.

5.1.3 After such a Contract has been awarded, the successful Bidder shall not substitute another Subcontractor for any Subcontractor whose name was set forth in the statement which accompanied the Bid without the written consent of the awarding Agency.

5.1.4 No Agency shall consent to any substitution of Subcontractors unless the Agency is satisfied that the Subcontractor whose name is on the Bidders accompanying statement:

- A. Is unqualified to perform the work required;

- B. Has failed to execute a timely reasonable Subcontract;
- C. Has defaulted in the performance on the portion of the work covered by the Subcontract; or
- D. Is no longer engaged in such business.

5.2 PENALTY FOR SUBSTITUTION OF SUBCONTRACTORS

- 5.2.1 Should the Contractor fail to utilize any or all of the Subcontractors in the Contractor's Bid statement in the performance of the Work on the public bidding, the Contractor shall be penalized in the amount of (project specific amount*). The Agency may determine to deduct payments of the penalty from the Contractor or have the amount paid directly to the Agency. Any penalty amount assessed against the Contractor may be remitted or refunded, in whole or in part, by the Agency awarding the Contract, only if it is established to the satisfaction of the Agency that the Subcontractor in question has defaulted or is no longer engaged in such business. No claim for the remission or refund of any penalty shall be granted unless an application is filed within one year after the liability of the successful Bidder accrues. All penalty amounts assessed and not refunded or remitted to the contractor shall be reverted to the State.

*one (1) percent of contract amount not to exceed \$10,000

5.3 ASBESTOS ABATEMENT

- 5.3.1 The selection of any Contractor to perform asbestos abatement for State-funded projects shall be approved by the Office of Management and Budget/Division of Facilities Management pursuant to Chapter 78 of Title 16.

5.4 STANDARDS OF CONSTRUCTION FOR THE PROTECTION OF THE PHYSICALLY HANDICAPPED

- 5.4.1 All Contracts shall conform with the standard established by the Delaware Architectural Accessibility Board unless otherwise exempted by the Board.

5.5 CONTRACT PERFORMANCE

- 5.5.1 Any firm entering into a Public Works Contract that neglects or refuses to perform or fails to comply with its terms, the Agency may terminate the Contract and proceed to award a new Contract or may require the Surety on the Performance Bond to complete the Contract in accordance with the terms of the performance Bond.

ARTICLE 6: CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS

- 6.1 The Owner reserves the right to simultaneously perform other construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other Projects at the same site.
- 6.2 The Contractor shall afford the Owner and other Contractors reasonable opportunity for access and storage of materials and equipment, and for the performance of their activities, and shall connect and coordinate their activities with other forces as required by the Contract Documents.

ARTICLE 7: CHANGES IN THE WORK

- 7.1 The Owner, without invalidating the Contract, may order changes in the Work consisting of Additions, Deletions, Modifications or Substitutions, with the Contract Sum and Contract completion date being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Professional, as the duly authorized agent, the Contractor and the Owner.
- 7.2 The Contract Sum and Contract Completion Date shall be adjusted only by a fully executed Change Order.
- 7.3 The additional cost, or credit to the Owner resulting from a change in the Work shall be by mutual agreement of the Owner, Contractor and the Architect. In all cases, this cost or credit shall be based on the 'DPE' wages required and the "invoice price" of the materials/equipment needed.
- 7.3.1 "DPE" shall be defined to mean "direct personnel expense". Direct payroll expense includes direct salary plus customary fringe benefits (prevailing wage rates) and documented statutory costs such as workman's compensation insurance, Social Security/Medicare, and unemployment insurance (a maximum multiplier of 1.35 times DPE).
- 7.3.2 "Invoice price" of materials/equipment shall be defined to mean the actual cost of materials and/or equipment that is paid by the Contractor, (or subcontractor), to a material distributor, direct factory vendor, store, material provider, or equipment leasing entity. Rates for equipment that is leased and/or owned by the Contractor or subcontractor(s) shall not exceed those listed in the latest version of the "Means Building Construction Cost Data" publication.
- 7.3.3 In addition to the above, the General Contractor is allowed a fifteen percent (15%) markup for overhead and profit for additional work performed by the General Contractor's own forces. For additional subcontractor work, the Subcontractor is allowed a fifteen percent overhead and profit on change order work above and beyond the direct costs stated previously. To this amount, the General Contractor will be allowed a mark-up not exceeding seven point five percent (7.5%) on the subcontractors work. These mark-ups shall include all costs including, but not limited to: overhead, profit, bonds, insurance, supervision, etc. No additional costs shall be allowed for changes related to the Contractor's onsite superintendent/staff, or project manager, unless a change in the work changes the project duration and is identified by the CPM schedule. There will be no other costs associated with the change order.

ARTICLE 8: TIME

- 8.1 Time limits, if any, are as stated in the Project Manual. By executing the Agreement, the Contractor confirms that the stipulated limits are reasonable, and that the Work will be completed within the anticipated time frame.
- 8.2 If progress of the Work is delayed at any time by changes ordered by the Owner, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be extended for such reasonable time as the Owner may determine.
- 8.3 Any extension of time beyond the date fixed for completion of the construction and acceptance of any part of the Work called for by the Contract, or the occupancy of the building by the Owner, in whole or in part, previous to the completion shall not be deemed a waiver by the Owner of his right to annul or terminate the Contract for abandonment or delay in the matter provided for, nor relieve the Contractor of full responsibility.

8.4 SUSPENSION AND DEBARMENT

8.4.1 Per Section 6962(d)(14), Title 29, Delaware Code, "Any Contractor who fails to perform a public works contract or complete a public works project within the time schedule established by the Agency in the Invitation To Bid, may be subject to Suspension or Debarment for one or more of the following reasons: 1) failure to supply the adequate labor supply ratio for the project; 2) inadequate financial resources; or, 3) poor performance on the Project.

8.4.2 Upon such failure for any of the above stated reasons, the Agency that contracted for the public works project may petition the Director of the Office of Management and Budget for Suspension or Debarment of the Contractor. The Agency shall send a copy of the petition to the Contractor within three (3) working days of filing with the Director. If the Director concludes that the petition has merit, the Director shall schedule and hold a hearing to determine whether to suspend the Contractor, debar the Contractor or deny the petition. The Agency shall have the burden of proving, by a preponderance of the evidence, that the Contractor failed to perform or complete the public works project within the time schedule established by the Agency and failed to do so for one or more of the following reasons: 1) failure to supply the adequate labor supply ratio for the project; 2) inadequate financial resources; or, 3) poor performance on the project. Upon a finding in favor of the Agency, the Director may suspend a Contractor from Bidding on any project funded, in whole or in part, with public funds for up to 1 year for a first offense, up to 3 years for a second offense and permanently debar the Contractor for a third offense. The Director shall issue a written decision and shall send a copy to the Contractor and the Agency. Such decision may be appealed to the Superior Court within thirty (30) days for a review on the record."

8.5 RETAINAGE

8.5.1 Per Section 6962(d)(5) a., Title 29, Delaware Code: The Agency may at the beginning of each public works project establish a time schedule for the completion of the project. If the project is delayed beyond the completion date due to the Contractor's failure to meet their responsibilities, the Agency may hold permanently, at its discretion, all or part of the Contractor's retainage.

8.5.2 This forfeiture of retainage also applies to the timely completion of the punchlist. A punchlist will only be prepared upon the mutual agreement of the Owner, Architect and Contractor. Once the punchlist is prepared, all three parties will by mutual agreement, establish a schedule for its completion. Should completion of the punchlist be delayed beyond the established date due to the Contractor's failure to meet their responsibilities, the Agency may hold permanently, at its discretion, all or part of the Contractor's retainage.

ARTICLE 9: PAYMENTS AND COMPLETION**9.1 APPLICATION FOR PAYMENT**

9.1.1 Applications for payment shall be made upon AIA Document G702. There will be a five percent (5%) retainage on all Contractor's monthly invoices until completion of the project. This retainage will become payable upon receipt of all required closeout documentation, provided all other requirements of the Contract Documents have been met.

9.1.2 A date will be fixed for the taking of the monthly account of work done. Upon receipt of Contractor's itemized application for payment, such application will be audited, modified, if found necessary, and approved for the amount. Statement shall be submitted to the Owner.

9.1.3 "Article 6516, Chapter 65, Title 29 of the Delaware Code stipulates annualized interest not to exceed 12% per annum beginning thirty (30) days after the "presentment" (as opposed to the date) of the invoice."

9.2 PARTIAL PAYMENTS

9.2.1 Any public works Contract executed by any Agency may provide for partial payments at the option of the Owner with respect to materials placed along or upon the sites or stored at secured locations, which are suitable for use in the performance of the contract.

9.2.2 When approved by the agency, partial payment may include the values of tested and acceptable materials of a nonperishable or noncontaminative nature which have been produced or furnished for incorporation as a permanent part of the work yet to be completed, provided acceptable provisions have been made for storage.

9.2.2.1 Any allowance made for materials on hand will not exceed the delivered cost of the materials as verified by invoices furnished by the Contractor, nor will it exceed the contract bid price for the material complete in place.

9.2.3 If requested by the Agency, receipted bills from all Contractors, Subcontractors, and material, men, etc., for the previous payment must accompany each application for payment. Following such a request, no payment will be made until these receipted bills have been received by the Owner.

9.3 SUBSTANTIAL COMPLETION

9.3.1 When the building has been made suitable for occupancy, but still requires small items of miscellaneous work, the Owner will determine the date when the project has been substantially completed.

9.3.2 If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and without terminating the Contract, the Owner may make payment of the balance due for the portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment that it shall not constitute a waiver of claims.

9.4 FINAL PAYMENT

9.4.1 Final payment, including the five percent (5%) retainage, shall be made within thirty (30) days after the Work is fully completed and the Contract fully performed and provided that the Contractor has submitted the following closeout documentation (in addition to any other documentation required elsewhere in the Contract Documents):

9.4.1.1 Evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work have been paid,

9.4.1.2 An acceptable RELEASE OF LIENS,

9.4.1.3 Copies of all applicable warranties,

9.4.1.4 As-built drawings,

9.4.1.5 Operations and Maintenance Manuals,

9.4.1.6 Instruction Manuals,

- 9.4.1.7 Consent of Surety to final payment.
- 9.4.1.8 The Owner reserves the right to retain payments, or parts thereof, for its protection until the foregoing conditions have been complied with, defective work corrected and all unsatisfactory conditions remedied.

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

- 10.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take all reasonable precautions to prevent damage, injury or loss to: workers, persons nearby who may be affected, the Work, materials and equipment to be incorporated, and existing property at the site or adjacent thereto. The Contractor shall give notices and comply with applicable laws ordinances, rules regulations, and lawful orders of public authorities bearing on the safety of persons and property and their protection from injury, damage, or loss. The Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by the Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.
- 10.2 The Contractor shall notify the Owner in the event any existing hazardous material such as lead, PCBs, asbestos, etc. is encountered on the project. The Owner will arrange with a qualified specialist for the identification, testing, removal, handling and protection against exposure or environmental pollution, to comply with applicable regulation laws and ordinances. The Contractor and Architect will not be required to participate in or to perform this operation. Upon completion of this work, the Owner will notify the Contractor and Architect in writing the area has been cleared and approved by the authorities in order for the work to proceed. The Contractor shall attach documentation from the authorities of said approval.
- 10.3 As required in the Hazardous Chemical Information Act of June 1984, all vendors supplying any materials that may be defined as hazardous, must provide Material Safety Data Sheets for those products. Any chemical product should be considered hazardous if it has a warning caution on the label relating to a potential physical or health hazard, if it is known to be present in the work place, and if employees may be exposed under normal conditions or in any foreseeable emergency situation. Material Safety Data Sheets must be provided directly to the Owner along with the shipping slips that include those products.
- 10.4 The Contractor shall certify to the Owner that materials incorporated into the Work are free of all asbestos. This certification may be in the form of Material Safety Data Sheet (MSDS) provided by the product manufacturer for the materials used in construction, as specified or as provided by the Contractor.

ARTICLE 11: INSURANCE AND BONDS

- 11.1 The Contractor shall carry all insurance required by law, such as Unemployment Insurance, etc. The Contractor shall carry such insurance coverage as they desire on their own property such as a field office, storage sheds or other structures erected upon the project site that belong to them and for their own use. The Subcontractors involved with this project shall carry whatever insurance protection they consider necessary to cover the loss of any of their personal property, etc.
- 11.2 Upon being awarded the Contract, the Contractor shall obtain a minimum of two (2) copies of all required insurance certificates called for herein, and submit one (1) copy of each certificate, to the Owner, within 20 days of contract award.

- 11.3 Bodily Injury Liability and Property Damage Liability Insurance shall, in addition to the coverage included herein, include coverage for injury to or destruction of any property arising out of the collapse of or structural injury to any building or structure due to demolition work and evidence of these coverages shall be filed with and approved by the Owner.
- 11.4 The Contractor's Property Damage Liability Insurance shall, in addition to the coverage noted herein, include coverage on all real and personal property in their care, custody and control damaged in any way by the Contractor or their Subcontractors during the entire construction period on this project.
- 11.5 Builders Risk (including Standard Extended Coverage Insurance) on the existing building during the entire construction period, shall not be provided by the Contractor under this contract. The Owner shall insure the existing building and all of its contents and all this new alteration work under this contract during entire construction period for the full insurable value of the entire work at the site. Note, however, that the Contractor and their Subcontractors shall be responsible for insuring building materials (installed and stored) and their tools and equipment whenever in use on the project, against fire damage, theft, vandalism, etc.
- 11.6 Certificates of the insurance company or companies stating the amount and type of coverage, terms of policies, etc., shall be furnished to the Owner, within 20 days of contract award.
- 11.7 The Contractor shall, at their own expense, (in addition to the above) carry the following forms of insurance:
- 11.7.1 Contractor's Contractual Liability Insurance
- Minimum coverage to be:
- | | | |
|-----------------|-------------|---------------------|
| Bodily Injury | \$ 500,000 | for each person |
| | \$1,000,000 | for each occurrence |
| | \$1,000,000 | aggregate |
| Property Damage | \$ 500,000 | for each occurrence |
| | \$1,000,000 | aggregate |
- 11.7.2 Contractor's Protective Liability Insurance
- Minimum coverage to be:
- | | | |
|-----------------|-------------|---------------------|
| Bodily Injury | \$ 500,000 | for each person |
| | \$1,000,000 | for each occurrence |
| | \$1,000,000 | aggregate |
| Property Damage | \$ 500,000 | for each occurrence |
| | \$500,000 | aggregate |
- 11.7.3 Automobile Liability Insurance
- Minimum coverage to be:
- | | | |
|-----------------|-------------|---------------------|
| Bodily Injury | \$1,000,000 | for each person |
| | \$1,000,000 | for each occurrence |
| Property Damage | \$ 500,000 | per accident |

- 11.7.4 Prime Contractor's and Subcontractors' policies shall include contingent and contractual liability coverage in the same minimum amounts as 11.7.1 above.
- 11.7.5 Workmen's Compensation (including Employer's Liability):
- 11.7.5.1 Minimum Limit on employer's liability to be as required by law.
- 11.7.5.2 Minimum Limit for all employees working at one site.
- 11.7.6 Certificates of Insurance must be filed with the Owner guaranteeing fifteen (15) days prior notice of cancellation, non-renewal, or any change in coverages and limits of liability shown as included on certificates.
- 11.7.7 Social Security Liability
- 11.7.7.1 With respect to all persons at any time employed by or on the payroll of the Contractor or performing any work for or on their behalf, or in connection with or arising out of the Contractor's business, the Contractor shall accept full and exclusive liability for the payment of any and all contributions or taxes or unemployment insurance, or old age retirement benefits, pensions or annuities now or hereafter imposed by the Government of the United States and the State or political subdivision thereof, whether the same be measured by wages, salaries or other remuneration paid to such persons or otherwise.
- 11.7.7.2 Upon request, the Contractor shall furnish Owner such information on payrolls or employment records as may be necessary to enable it to fully comply with the law imposing the aforesaid contributions or taxes.
- 11.7.7.3 If the Owner is required by law to and does pay any and/or all of the aforesaid contributions or taxes, the Contractor shall forthwith reimburse the Owner for the entire amount so paid by the Owner.

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

- 12.1 The Contractor shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be not in accordance with the requirements of the Contract Documents within a period of one year from the date of Substantial Completion, or by terms of an applicable special warranty required by the Contract Documents. The provisions of this Article apply to work done by Subcontractors as well as to Work done by direct employees of the Contractor.
- 12.2 At any time during the progress of the work, or in any case where the nature of the defects shall be such that it is not expedient to have them corrected, the Owner, at their option, shall have the right to deduct such sum, or sums, of money from the amount of the contract as they consider justified to adjust the difference in value between the defective work and that required under contract including any damage to the structure.

ARTICLE 13: MISCELLANEOUS PROVISIONS

- 13.1 CUTTING AND PATCHING
- 13.1.1 The Contractor shall be responsible for all cutting and patching. The Contractor shall coordinate the work of the various trades involved.

13.2 DIMENSIONS

13.2.1 All dimensions shown shall be verified by the Contractor by actual measurements at the project site. Any discrepancies between the drawings and specifications and the existing conditions shall be referred to the Owner for adjustment before any work affected thereby has been performed.

13.3 LABORATORY TESTS

13.3.1 Any specified laboratory tests of material and finished articles to be incorporated in the work shall be made by bureaus, laboratories or agencies approved by the Owner and reports of such tests shall be submitted to the Owner. The cost of the testing shall be paid for by the Contractor.

13.3.2 The Contractor shall furnish all sample materials required for these tests and shall deliver same without charge to the testing laboratory or other designated agency when and where directed by the Owner.

13.4 ARCHAEOLOGICAL EVIDENCE

13.4.1 Whenever, in the course of construction, any archaeological evidence is encountered on the surface or below the surface of the ground, the Contractor shall notify the authorities of the Delaware Archaeological Board and suspend work in the immediate area for a reasonable time to permit those authorities, or persons designated by them, to examine the area and ensure the proper removal of the archaeological evidence for suitable preservation in the State Museum.

13.5 GLASS REPLACEMENT AND CLEANING

13.5.1 The General Contractor shall replace without expense to the Owner all glass broken during the construction of the project. If job conditions warrant, at completion of the job the General Contractor shall have all glass cleaned and polished.

13.6 WARRANTY

13.6.1 For a period of one year from the date of substantial completion, as evidenced by the date of final acceptance of the work, the contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect of equipment, material or workmanship performed by the contractor or any of his subcontractors or suppliers. However, manufacturer's warranties and guarantees, if for a period longer than one year, shall take precedence over the above warranties. The contractor shall remedy, at his own expense, any such failure to conform or any such defect. The protection of this warranty shall be included in the Contractor's Performance Bond.

ARTICLE 14: TERMINATION OF CONTRACT

14.1 If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven days written notice to the Contractor, may make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. Alternatively, at the Owner's option, and the Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, and machinery thereon owned by the Contractor and may finish the Work by whatever method the Owner may deem expedient. If the costs of finishing the Work exceed any unpaid compensation due the Contractor, the Contractor shall pay the difference to the Owner.

- 14.2 "If the continuation of this Agreement is contingent upon the appropriation of adequate state, or federal funds, this Agreement may be terminated on the date beginning on the first fiscal year for which funds are not appropriated or at the exhaustion of the appropriation. The Owner may terminate this Agreement by providing written notice to the parties of such non-appropriation. All payment obligations of the Owner will cease upon the date of termination. Notwithstanding the foregoing, the Owner agrees that it will use its best efforts to obtain approval of necessary funds to continue the Agreement by taking appropriate action to request adequate funds to continue the Agreement."

END OF GENERAL REQUIREMENTS



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

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

Via Facsimile and Regular Mail

August 5, 2015

Jesse Dixon
Construction Manager
Richard Y Johnson & Son, Inc.
18404 Johnson Road, P.O. Box 105
Lincoln, DE 19960

Re: Laurel Middle School Demolition, Sussex County, DE

Dear Jesse Dixon:

I am responding to your request for a category determination for the Laurel Middle School Demolition, which is a state funded construction project located in Sussex County, DE. The work consists of Laurel Middle school demolition project includes the demolition of approximately 80,000 S.F with additional selective demolitions of buildings attached to the original 1921 Dunbar building along with the structural and masonry restoration of the exterior of the 1921 Dunbar Building . You estimate the total cost of construction for this project to be \$2,197,047.00.

Based upon the information you provided the Department of Labor has determined that this project is a Multiple Categories project consisting of a **Heavy Construction** portion and a **Building Construction** portion, each of which is substantial (i.e., more than twenty percent (20%) in relation to the overall project cost. The Heavy Construction portion, estimated to cost \$864,600 (40%), includes all items related to the Demolition. The Building Construction portion, estimated to cost \$1,332,447.00 (60%), includes all items related to the structural repair and masonry restoration of the 1921 Dunbar Building.

Delaware's Prevailing Wage Regulations provide that the rates applicable to a project are the rates in effect on the date of publication of the specifications for that project. I have enclosed a certified copy of the March 13, 2015, amended July 15, 2015, prevailing wage rates for Heavy Construction and Building Construction to be included in your bid specification. However, please be advised that, in the event that a contract for a project is not executed within one hundred and twenty (120) days from the earliest date the specifications were published, the rates in effect at the time of the execution of the contract shall be the applicable rates for the project.

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

Sincerely,

A handwritten signature in cursive script that reads "David Burns".

David Burns
Labor Law Enforcement Officer
David.Burns@state.de.us

Enclosure

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

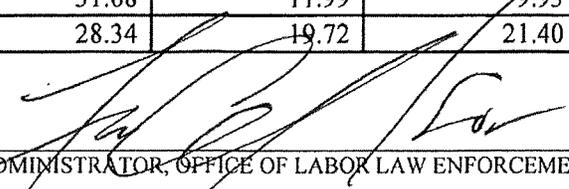
Mailing Address:
225 CORPORATE BOULEVARD
SUITE 104
NEWARK, DE 19702

Located at:
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NEWARK, DE 19702

PREVAILING WAGES FOR **HEAVY CONSTRUCTION**
EFFECTIVE MARCH 13, 2015 - AMENDED JULY 15, 2015

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	21.14	18.60	40.43
BOILERMAKERS	73.62	30.73	56.37
BRICKLAYERS	44.98	22.19	23.83
CARPENTERS	51.86	51.86	41.22
CEMENT FINISHERS	43.00	23.30	16.00
ELECTRICAL LINE WORKERS	62.75	26.30	62.75
ELECTRICIANS	63.60	63.60	63.60
GLAZIERS	19.54	16.96	11.48
INSULATORS	53.38	53.38	53.38
IRON WORKERS	60.12	60.12	55.78
LABORERS	40.95	40.95	40.95
MILLWRIGHTS	65.23	65.23	51.80
PAINTERS	75.26	75.26	75.26
PILEDRIVERS	71.17	37.64	29.30
PLASTERERS	18.40	15.97	10.80
PLUMBERS/PIPEFITTERS/STEAMFITTERS	76.78	76.78	17.12
POWER EQUIPMENT OPERATORS	59.81	59.81	59.81
SHEET METAL WORKERS	29.40	18.23	17.13
SPRINKLER FITTERS	31.68	11.99	9.93
TRUCK DRIVERS	28.34	19.72	21.40

CERTIFIED : 8/5/15

BY: 
ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

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

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

NON- REGISTERED APPRENTICES MUST BE PAID THE MECHANICS RATE.

THESE RATES ARE BRING PROVIDED IN ACCORDANCE WITH DELAWARE'S FREEDOM OF INFORMATION ACT.

Re: Laurel Middle School Demolition, Sussex County, DE

STATE OF DELAWARE REQUIRED LANGUAGE (10-18-99)

The following language must be included in the front end of all Project Manuals:

RETAINAGE

Per Section 6962(d)(5) a., Title 29, Delaware Code: The agency may at the beginning of each public works project establish a time schedule for the completion of the project. If the project is delayed beyond the completion date due to the contractor's failure to meet his or her responsibilities, the agency may hold permanently, at its discretion, all or part of the contractor's retainage.

This forfeiture of retainage also applies to the timely completion of the punchlist. A punchlist will only be prepared upon the mutual agreement of the Owner, Architect and Contractor. Once the punchlist is prepared, all three parties will by mutual agreement, establish a schedule for its completion. Should completion of the punchlist be delayed beyond the established date due to the contractor's failure to meet his or her responsibilities, the agency may hold permanently, at its discretion, all or part of the contractor's retainage.

ACCEPTANCE OF BID and CONTRACT AWARD

Per Section 6962(d)(13) a., Title 29, Delaware Code, "The contracting agency shall award any public works contract within thirty (30) days of the bid opening to the lowest responsive and responsible bidder, unless the agency elects to award on the basis of best value, in which case the election to award on the basis of best value shall be stated in the invitation to bid.

Each bid on any public works contract must be deemed responsive by the agency to be considered for award. A responsive bid shall conform in all material respects to the requirements and criteria set forth in the contract plans and specifications.

An agency shall determine that each bidder on any public works contract is responsible before awarding the contract. Factors to be considered in determining the responsibility of a bidder include:

- 1) The bidder's financial, physical, personnel or other resources including subcontracts;
- 2) The bidder's record of performance on past public or private construction projects, including, but not limited to, defaults and/or final adjudication or admission of violations of prevailing wage laws in Delaware or any other state;
- 3) The bidder's written safety plan;
- 4) Whether the bidder is qualified legally to contract with the State;

- 5) Whether the bidder supplied all necessary information concerning its responsibility; and,
- 6) Any other specific criteria for a particular procurement, which an agency may establish; provided however, that, the criteria be set forth in the invitation to bid and is otherwise in conformity with State and/or federal law.

If an agency determines that a bidder is nonresponsive and/or nonresponsible, the determination shall be in writing and set forth the basis for the determination. A copy of the determination shall be sent to the affected bidder within five (5) working days of said determination. The final determination shall be made part of the procurement file.

SUSPENSION and DEBARMENT

Per Section 6962(d)(14), Title 29, Delaware Code, "Any contractor who fails to perform a public works contract or complete a public works project within the time schedule established by the agency in the invitation to bid, may be subject to suspension or debarment for one or more of the following reasons: 1) failure to supply the adequate labor supply ratio for the project; 2) inadequate financial resources; or, 3) poor performance on the project.

Upon such failure for any of the above stated reasons, the agency that contracted for the public works project may petition the Secretary of the Department of Administrative Services for suspension or debarment of the contractor. The agency shall send a copy of the petition to the contractor within three (3) working days of filing with the Secretary. If the Secretary concludes that the petition has merit, the Secretary shall schedule and hold a hearing to determine whether to suspend the contractor, debar the contractor or deny the petition. The agency shall have the burden of proving, by a preponderance of the evidence, that the contractor failed to perform or complete the public works project within the time schedule established by the agency and failed to do so for one or more of the following reasons: 1) failure to supply the adequate labor supply ratio for the project; 2) inadequate financial resources; or, 3) poor performance on the project. Upon a finding in favor of the agency, the Secretary may suspend a contractor from bidding on any project funded, in whole or in part, with public funds for up to 1 year for a first offense, up to 3 years for a second offense and permanently debar the contractor for a third offense. The Secretary shall issue a written decision and shall send a copy to the contractor and the agency. Such decision may be appealed to the Superior Court within thirty (30) days for a review on the record."

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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.

B. Job Site Notices and Permits

Equal Employment Opportunity
Material Safety Data Sheets for Encapsulant, Glues, Etc.
U.S. EPA 10 Day Notification
State of Delaware DNREC 10 Day Notification
Prevailing Wage Determination
Emergency Planning Procedures

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. The Project name is: Asbestos Abatement / Decontamination at Old Laurel Middle School

**1. Project Location: Old Laurel Middle School,
801 S. Central Ave.,
Laurel, DE 19956**

2. Owner: Laurel School District, 1160 S. Central Ave.,
Laurel, Delaware 19956

B. Contract Documents, dated September 25, 2015, were prepared for the Project by Batta Environmental Associates, Inc., Delaware Industrial Park, 6 Garfield Way, Newark, Delaware 19713-5817. Conditions that are indicated on the Contract Documents include, but are not necessarily limited to the following:

1. Asbestos Abatement / Decontamination at Old Laurel Middle School - Specification BEA # 741214

2. Any addenda to the Specification.

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- C. Work to be Performed Prior to Work Under this Contract:** The building owner will remove all removable property prior to use by the Contractor. All HVAC systems must be shut down in the work area where abatement will occur prior to initiating the abatement phase. All electric sources near/in containments will be disconnected/tagged/locked out.
- D. Work to be Performed Subsequent to Work Under This Contract:** Upon completion of asbestos removal and subsequent decontamination of the affected areas, asbestos contractor will ensure the areas are clear of any project equipment and will repair any damage incurred during the abatement process.
- E. The Work** (in support of planned demolition) consists of:
- Removal of asbestos containing
 - Built-up Roofing
 - Mechanical Roof Flashings
 - Terra Cotta Roof Cap Caulk
 - Building Caulk
 - Window / Louver Caulk
 - Window Glazing Putty
 - Light Heat Shields
 - Vibration Dampers
 - Pipe Insulation and Fittings
 - Chalk / Cork / Acoustic Mastics
 - Sink Caulk
 - Sink Undercoating
 - Floor Tiles
 - Floor Tile Mastic

Removal locations are shown on Contract Documents prepared by the Owner's Representative, Batta Environmental Associates, Inc., Specifications and Drawings dated September 25, 2015.

- F. The Work** will be constructed under a single prime contract (note: re-installation is not part of this contract).
- G. Work will not begin until a certified Project Monitor is on site. The Project Monitor must be on site at all times during asbestos abatement related activities. The contractor may not begin or continue work without a representative from a certified professional services firm present.**

H. REMOVAL PROCEDURES

1. Roofing Materials , Exterior Caulks, and Window Glazing Putty

NOTE: The following work involves work on the roof and exterior of the building. During roof and exterior related work the abatement Contractor will follow all current OSHA regulations when working at heights and near the roofs edge. **During the performance of exterior and roofing work on low-pitched roofs with a ground to eave height greater than 6 feet, workers engaged in such work shall be protected from falling from all unprotected sides and edges of the roof as follows:**

ROOF EDGE MATERIALS HANDLING AREAS AND MATERIALS STORAGE.

Workers working in a roof edge materials handling or materials storage area located on a low-pitched roof with a ground to eave height greater than 6 feet shall be protected from falling by the use of an Motion-stopping-safety (MSS) system along all unprotected roof sides and edges of the area, or other OSHA approved methods.

- (i) When guardrails are used at hoisting areas, a minimum of four feet of guardrail shall be erected on each side of the access point through which materials are hoisted.**
- (ii) A chain or gate shall be placed across the opening between the guardrail section when hoisting operation are not taking place.**
- (iii) When guardrails are used at bitumen pipe outlets, a minimum of four feet of guardrail shall be erected on each side of the pipe.**
- (iv) When safety belt systems are used, they shall not be attached to the hoist.**
- (v) When safety belt systems are used they shall be rigged to allow the movement of workers only as far as the roof edge.**
- (vi) Materials may not be stored within six feet of the roof edge unless guardrails are erected at the roof edge.**
- (vii) Materials which are piled, grouped, or stacked shall be stable and self-supporting.**

TRAINING

- (i) The employer shall provide a training program for all employees engaged in roofing work so that they are able to recognize and deal with the hazards of falling associated with working near a roof perimeter. The employees shall also be trained in the safety procedures to be followed in order to prevent such falls.**
- (ii) The employer shall assure that employees engaged in roofing work have been trained and instructed in the following areas:**
 - (a) The nature of fall hazards in the work area near a roof edge;**
 - (b) The function, use, and operation of the MSS or other system used, and the safety monitoring systems to be used;**
 - (c) The correct procedures for erecting, maintaining and disassembling the systems to be used;**
 - (d) The role of each employee in the safety monitoring system when each system is used;**
 - (e) The limitations on the use of mechanical equipment; and**
 - (f) The correct procedures for the handling and storage of equipment and materials.**
- (iii) Training shall be provided for each newly hired employee, and for all other employees maintain proficiency in the areas listed above.**

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- a) Install a **REMOTE three stage decon**, equipped with **shower** at either a **secure and central location** in the building, in a mobile vehicle that can be relocated to be convenient to all the various removal locations, or in a secure and weatherized exterior structure able to be relocated to be convenient to all the various removal locations. Reference section **01563** for specific requirements for **decontamination units**.
- b) **Regulate** the **exterior work areas** with **red danger - asbestos barrier tape** and **asbestos hazard signs** where removal of asbestos containing materials will take place. **Perimeter** of **regulated area** shall be at least **10 feet** out from the location of the removal in all directions. Install **6 mil polyethylene drop cloths that extend out the same distance as the height of the work, and a minimum of at least 10 feet, from the removal in all directions. For any operations utilizing high pressure water or large volumes of water as part of the removal process, all work areas shall have dyked catchments (in addition to the drop cloths) that are sufficient in construction to capture the water and retain it for filtering / disposal, not allowing it to overflow onto the ground.**
- c) For **roofing removal** along **perimeter** of roof, **regulate ground area** along regulated roof area with **red danger - asbestos barrier tape** and **asbestos hazard signs** and **6 mil polyethylene drop cloths** that extends outward the equivalent distance as the height of the work, with a minimum of at least **10 feet** out from removal, in all directions.
- d) Once the **work area** is **properly regulated**, and has been **inspected** and **approved** by the owner's representative, then **removal** may **begin**.
- e) The contractor shall follow **proper removal procedures** at all times. All asbestos containing materials shall be **continually wetted** with **amended water** during removal procedures. **Dry removal of asbestos will not be permitted**. High Pressure water may be utilized in the removal of caulks, but containment of the splash back and excess water must be achieved. Contaminated water may be used to wet materials in waste bags or filtered the same as shower water and disposed of.
- f) All asbestos **caulk and small roofing** debris shall be regularly **cleaned** up and **stored** in **industry standard waste bags, drums**, or other appropriate containers with **NESHAP labels** affixed to them. All **asbestos caulk waste** shall be **double bagged** with a **clear transparent bag** on the **outside** and a regular **black bag** on the **inside** for verification of double bagging. All **ACM waste** will be **bagged out** at the **end** of **each workday** and **stored** in a **lockable container**.
- g) Windows with ACM Glazing Putty May be removed whole and bagged or wrapped with 6 mil polyethylene for disposal.

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- h) Asbestos **roofing** debris may either be **bagged** as mentioned above or **deposited** into a lined (single layer of 6 mil or greater poly sheeting) **open top dumpster** through the use of a **chute**. If a chute is used then **ample amended water** shall be sprayed at the **outlet** of the **chute** throughout the work shift. The area around the dumpster shall be regulated with **red danger - asbestos barrier tape** and **asbestos hazard signs** at least **10 feet** out from the dumpster on all sides. **Asbestos hazard signs** shall be posted on all **four sides** of the dumpster and the dumpster shall be **covered** with a **secure tarp** at the end of each and every shift. The materials should be thoroughly wetted and maintained in a wet condition, and rewetted prior to removal of the dumpster from site for disposal. If a chute is used, it shall be cleaned and decontaminated following use prior to taking it down, or disposed of as asbestos contaminated waste.
- i) Remove **caulks** and **roofing materials** from surfaces until **no visible debris** remains. **Respiratory protection** for removal of caulks and roofing materials shall be **Full Face PAPR Respiratory Protection with HEPA filtration**.
- j) After complete **removal** and **final cleaning** of all **asbestos containing materials** throughout each work area, the **owner's representative** and **contractor's supervisor** will **inspect** the work area. Once the **work area passes a visual inspection** and contains **no visible asbestos debris**, then **lock-down encapsulation** of the **work area** shall occur **prior** to running **final air tests**.
- k) **Final air tests** will be **NOT** be performed on **exterior work areas** unless **requested** by the **building owner**. Upon the **building owner's request** the **owner's representative** will run **final air tests** using **PCM** clearance sampling protocol.

2. Floor Tile, Pipe Insulation & Fittings, In-place Mastics, & Vibration Dampers

- a) Install a **three stage decon**, equipped with **shower** at the entrance to each containment. The decon will be erected in such a manner as to allow for separate **equipment room/bag-out** off to the side. (**Two-stage decons** may be **installed** at the **entrance** to **smaller work areas** with another three-stage decon used as a **remote decon**. **Double tyvek suits** shall be worn in two-stage work areas with the **first suit** being removed in the **two-stage** and the **second** in the **three-stage remote decon**.) Reference section **01563** for specific requirements for **decontamination units**.
- b) Set up **HEPA filtered air filtration devices**, (AFDs) in the work areas and have them running during pre-clean and prep stages. All **exhaust** from HEPA machines must be **vented outside** the building. **Plywood barriers** (3/4" minimum) will be used to **secure windows** where **flex duct** from HEPA machines is **exhausted**.
- c) **Pre-clean** the work area **prior** to **installing criticals** in position. Install **two (2)** distinct layers of **6 mil polyethylene criticals**, on all exterior doorways, operable windows, HVAC registers, louvers, sinks, electric panels, and any other openings that lead outside the work area.

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- d) Construct a **containment** consisting of **one (1) layer of 6 mil polyethylene walls & ceilings** in each work area, with floors in all areas without floor tile removal. Install a **Plexiglas viewing window** at least 18" by 18" and approximately 5' from the ground at a location where the work area(s) can be viewed from outside the containment.
- e) After the containment is completed, **establish** proper **negative pressure** using **High Efficiency Particulate Air (HEPA) filtered local exhaust systems units**. Establish and maintain a pressure differential of at least **-0.02 inches of water** measured on a strip chart recorder or other approved method. The Contractor shall supply a differential pressure **manometer** that is capable of **monitoring and recording** on a **strip chart**. The manometer shall be equipped with an **automatically activated alarm system**, which will sound a warning if the differential pressure drops below the preset value. All strip charts will be turned in to the Owner's Representative at the completion of the project. (For areas with less than 50 SF of ACM material removal, the use of a portable manometer to verify initial negative pressure differential followed by visual confirmation only of the negative pressure differential during the balance of the time the containment is in use is acceptable.) **WORK WILL NOT BEGIN OR CONTINUE UNLESS AN ADEQUATE DIFFERENTIAL PRESSURE IS ACHIEVED AND MAINTAINED.**
- f) Once **negative pressure** is **sufficient** (-0.02" or better), and the containment has been **inspected** and **approved** by the owner's representative, then **removal** may **begin**.
- g) The contractor shall follow **proper removal procedures** at all times. All asbestos containing materials shall be **continually wetted** with **amended water** during removal procedures. **Dry removal of asbestos will not be permitted**. All **asbestos debris** shall be regularly **cleaned** up and **stored** in **industry standard waste bags, drums**, or other appropriate containers with **NESHAP labels** affixed to them. All **asbestos waste** shall be **double bagged** with a **clear transparent bag** on the **outside** and a regular **black bag** on the **inside** for verification of double bagging. All **ACM waste** will be **bagged out** at the **end of each workday** and **stored** in a **lockable container**.
- h) Remove **floor tile** from work area until no visible debris remain on the floor. Lockers and Cabinets will need to be removed in some areas to access the floor tile. Any lockers or cabinets removed before abatement without disturbing the ACM Floor Tile may be disposed of as construction debris. If removed after abatement begins they must be decontaminated or disposed of as asbestos contaminated debris. **Floor tile mastic is not included in the scope of work** for most work areas. Where removal of Floor Tile mastic is indicated, it shall be removed until there is no instance where material remains in sufficient quantity to collect a bulk sample from. **Pipe Insulation and Fittings** are to be **glove bagged** and or **Wrapped and Cut**. (Any gross removal must be done inside two layer containments and would require the use of Type C respiratory protection.) **Respiratory protection** for **removal of floor tile, glove-bagging, and wrap and cut**, shall be **Full Face PAPR Respiratory Protection with HEPA filtration**.

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- i) In-place **Mastics on walls** and such where acoustic panels or tiles, boards, or other materials are adhered to walls and ceilings will be removed using **mechanical or high pressure water** to remove the mastics from the building surfaces. The ACM is to be **completely removed from the pores** of the substrate without regard to the resulting surface since the building is to be demolished. The panels, tiles, or boards are to be either cleaned of any remaining debris or bagged or wrapped for disposal as contaminated waste. **Respiratory protection for removal of mastics shall be Full Face PAPR Respiratory Protection with HEPA filtration.**
- j) Remove **vibration dampers** from air handling units either through **mechanical disassembly or cutting** of the metal ductwork. **Avoid cutting vibration damper cloth to minimize fiber release. Soak** vibration damper with **amended water** before saw cutting procedures and **wet wipe** all **surfaces** of ductwork within 2 feet of the **vibration dampers** after removal is completed. **Respiratory protection for removal of vibration dampers shall be Full Face PAPR Respiratory Protection with HEPA filtration.**
- k) After complete **removal and final cleaning** of all **asbestos containing materials** throughout each work area, the **owner's representative and contractor's supervisor** will **inspect** the work area. Once the **work area passes a visual inspection** and contains **no visible asbestos debris**, then **lock-down encapsulation** of the **work area** shall occur **prior** to running **final air tests**.
- l) **Final air tests** will be performed by the **owner's representative** using **PCM** clearance sampling protocol. **Tear down** of the containment will not proceed until **final air tests** have **passed** and been **documented** by the **owner's representative**.

3. Light Heat Shields, Sinks and Sink Caulk, & Mastics on Stored Boards

- a) Utilize an existing **remote three stage decon**, equipped with **shower** located on site. **Double tyvek suits** shall be worn in these work areas with the **first suit** being removed at the exit from the regulated area and the **second** in the **three-stage remote decon**. Reference section **01563** for specific requirements for **decontamination units**.
- b) Set up **HEPA filtered air filtration devices**, (AFDs) in the work areas and have them running during the prep stages. All **exhaust** from HEPA machines must be **vented outside** the building. **Plywood barriers** (3/4" minimum) will be used to **secure windows** where **flex duct** from HEPA machines is **exhausted**.

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- c) For work areas not already contained for other asbestos materials removal, construct a **regulated area** consisting of **Asbestos Hazard Barrier Tape** and **Asbestos Danger Signs** at least 5 feet outward from the materials being removed. Install a drop cloth under or in front of the materials being removed.
- d) Once localized **negative pressure** has been established, and the regulated area has been **inspected** and **approved** by the owner's representative, then **removal may begin**.
- e) The contractor shall follow **proper removal procedures** at all times. All asbestos containing materials shall be **continually wetted** with **amended water** during removal procedures. **Dry removal of asbestos will not be permitted**. The lights may be removed whole and bagged or the **Heat Shield** material may be removed from the fixture and the fixture cleaned. **Sinks** are to be manually disconnected or the countertop to which they are fastened may be cut, and the sinks are to be bagged or wrapped for disposal as asbestos contaminated waste. **Sink Caulk**, if not cut away during sink removal may be wet scrapped and the debris bagged for disposal. **Boards with mastics** on them may be bagged or wrapped and disposed of as contaminated waste. All **asbestos waste and debris** shall be regularly **cleaned** up and **stored** in **industry standard waste bags, drums**, or other appropriate containers with **NESHAP labels** affixed to them. All **asbestos waste** shall be **double bagged** with a **clear transparent bag** on the **outside** and a regular **black bag** on the **inside** for verification of double bagging. All **ACM waste** will be **bagged out** and **stored** in a **lockable container**.
- f) **Respiratory protection** for removal of **Light Heat Shields, Sinks, sink caulk**, and **boards with ACM mastics** shall be **Full Face PAPR Respiratory Protection with HEPA filtration**.
- g) After complete **removal** and **final cleaning** of all **asbestos containing materials** throughout each work area, the **owner's representative** and **contractor's supervisor** will **inspect** the work area. Once the **work area passes a visual inspection** and contains **no visible asbestos debris**, then **lock-down encapsulation** of the **work area** shall occur **prior** to running **final air tests**.
- h) **No Final air tests** will be performed in these areas, unless they are within an area with other ACM being removed that requires finals. **Tear down** of the containment will not proceed until **final air tests** have **passed**, OR the Project Monitor approves the cleaning as visually complete, and been **documented** by the **owner's representative**.

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•SELECTED HIGHLIGHTED STANDARD REQUIREMENTS AND SAFETY ITEMS

(This list includes items from throughout the specification which are particularly important and are being emphasized to ensure awareness of and compliance with them during the project.)

- **DOCUMENTS AND INFORMATION REQUIRED ON SITE** – The following information MUST be on site in order for any prep or abatement activities occur: EPA 10 Day Notification, Supervisor and Worker Badges, Current Medical Clearance and Fit Test Records, Safety Procedures, Evacuation Plan, Emergency Phone Numbers, MSDS/SDS information, Worker Acknowledgement Certificates, and Equipment Certification.
- **BADGE REQUIREMENTS** - All workers must have a current State of Delaware Asbestos Supervisor or Worker Badge on site in order to work on this project – **no exceptions.**
- **MINIMUM WORK FORCE** – A minimum of three (3) personnel, including one (1) supervisor and two (2) workers or supervisors will be on site at ALL times when abatement related work under this specification is occurring, unless waived in writing by Facilities Management. Examples of exceptions to this are during mobilization and de-mobilization.
- **PPE FOR ALL REMOVAL ACTIVITIES** – Tyvek or equivalent coveralls/suits with pull over hoods & feet. Respiratory protection will be HEPA filtered Powered Air Purifying Respirators (PAPR). For any gross removal of friable materials, respiratory protection will be Supplied Air Respirators with Type “C”, Grade “D” air.
- **BACK-FLOW PROTECTION DEVICES** - Back-Flow Protection Devices are **required to be used each time** the contractor makes **temporary water connections or taps in to a public water system** (owner’s water supply) to supply his work area, or decon shower (hot & cold) per section 01503 of specification.
- **GROUND FAULT PROTECTION** - Contractor shall use GFCI protection on all electrical connections for this Project. The contractor may use a temporary distribution panel with GFCI breakers or outlets, or use 3-wire extension cord with GFCI to connect to existing electrical outlets in facility.
- **TOOLS & EQUIPMENT** - All tools & equipment must meet OSHA standards or must be removed from site.
- **ELECTRICAL LIGHTS, TOOLS & EQUIPMENT** -Electrical lights, and electrical tools and equipment in the work area shall be **water resistant** with **3-wires (or a double insulated piece of equipment with a manufacturer’s OEM two prong cord if approved for use in damp locations)** and equipment in the work area shall be **grounded** and **utilize a GFCI.**
- **FIRE EXTINGUISHERS** - Contractor shall provide a minimum of one fire extinguisher for every 2,500 SF of containment and one fire extinguisher outside the containment near the decon.

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- **FIRST AID KIT** – Contractor shall provide a stocked first aid kit in accordance with 29 CFR 1926.
- **DECONTAMINATION UNITS** - units will be constructed in accordance with **section 01563** of this specification.
- **DANGER SIGNS** -Proper OSHA Danger signs will be posted at all the entrances to the regulated areas.
- **DECONTAMINATION UNIT WASTE WATER** - will be disposed of in accordance with **section 01563** of this specification.
- **WASTE BAGS** - All **ACM waste bags** must be **double-bagged, goose necked, sealed with duct tape**, and affixed with **NESHAP labels** prior to placing in waste container. For materials to be disposed of as Non-Friable waste, BOTH bags must be clear. For all other asbestos waste, the first (interior) bag must be black, yellow, or other solid color, with the second (exterior) bag being clear. This will enable verification of the use of two bags without requiring opening of packaged waste.
- **STOP WORK ORDER** - If at any time the Contractor is found to not be in compliance with the guidelines of this specification then a STOP WORK ORDER will be issued. Work will cease until corrective measures are taken to bring the work practices back in compliance and work may not continue until approval is granted by the Owner's Representative. (Per Delaware Code Chapter 78, Title 16- Asbestos)
- **FINAL AIR TEST RESULTS** - for **PCM** clearance, analysis results will be achieved within four (4) hours from the time the samples are collected. For **TEM** clearance, analysis results will be achieved within twenty-four (24) hours from the time the samples are collected. Aggressive air sampling protocol will be employed. The abatement contractor will supply leaf blowers & fans for aggressive sampling.
- **IF CLEARANCE TESTING FAILS** - then the Contractor may be charged for the cost of additional air testing.
- **LAND FILL & CHAIN OF CUSTODY** - The building owner directs the contractor to utilize an **EPA approved** landfill to dispose of the asbestos waste. The contractor is to provide the owner's representative with the **completed waste manifest / chain of custody** as well as the **landfill receipts**. Transportation and disposal of asbestos waste shall occur within forty-five (45) days of removal.
- **VEHICLES OR TRANSPORTATION CONTAINERS** – All vehicles or transportation containers used for transportation of asbestos waste (i.e. dumpsters) will be lined on the inside sides and the floor of the waste area with one (1) layer of 6-mil plastic sheeting to be removed and properly disposed of with the load of asbestos waste.

SUMMARY OF THE WORK - ASBESTOS ABATEMENT / DECONTAMINATION - 01013- 10
AT OLD LAUREL MIDDLE SCHOOL - BEA # 741214

1.3 ASBESTOS-CONTAINING MATERIALS:

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, or Owner's Representative about the location and quantity of the ACM or PACM within 24 hours of the discovery.

1.4 ASBESTOS HEALTH RISK:

Where in the performance of the work, workers, supervisory personnel, subcontractors, or consultants may encounter, disturb, or otherwise function in the immediate vicinity of any identified ACM, take appropriate continuous measures as necessary to protect all building occupants from the risk of exposure to airborne asbestos. Such measures shall include the procedures and methods described herein, and compliance with regulations of applicable federal, state and local agencies.

1.5 CONTRACTOR USE OF PREMISES

A. Use of the Site: Limit use of the premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.

1. Owner Occupancy: Allow for Owner occupancy.

2. Driveways and Entrances: Keep driveways and entrances serving the premises clear and available to the Owner, the Owner's employees, and emergency vehicles at all times. 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. Smoking: Smoking or open fires will not be permitted within the building enclosure or on the premises.

2. Toilet Rooms: 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.

1.6 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's Representative will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner occupancy.

1.7 AIR MONITORING BY THE OWNER:

- A. The Owner has contracted for air monitoring.** Air monitoring may be conducted both outside and inside of the work area during the work, and for clearance sampling at the end of the project
- 1. Outside of the Work Area:** The Owner's air monitoring firm may sample air outside of the work area to detect faults in the work area isolation such as:
 - a. Contamination of the building outside of the work area with airborne asbestos fibers,
 - b. Failure of filtration or rupture in the differential pressure system,
 - c. Contamination of air outside the building envelop with airborne asbestos fibers.
 - 2. Inside the Work Area:** The 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 that 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 the responsibility of the Contractor and is not covered in this section.

1.8 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:** 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's Representative 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:

$$\frac{(\# \text{ fibers in sample} - \# \text{ fibers in blank}) 385\text{mm}^2}{(\text{Vol. in Liters})(1000)(0.00785\text{mm}^2)(\# \text{ fields})} = \text{fibers/cc}$$

Where Number of fibers = Actual # of fibers observed/100 fields, with a minimum of 5.5 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

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- 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 5.5 fibers/100 fields.
- c. For purposes of this specification overloaded samples will be considered as exceeding the applicable limit value.

2. TEM: Analytical Sensitivity of 0.05 structures/cc as set forth in the AHERA regulation.

D. Base Line (pre-samples):

1. Before Start of Work: The Owner will secure air samples to establish a base line.

2. PCM Samples

Location Sampled	# Samples	Limit Value (F/cc)	Appx. Vol. (L)	Rate (L/m)
Inside Each Work Area	1	0.01	1,000	1-10
Outside Each Work Area	1	0.01	1,000	1-10

3. TEM Samples:

Location Sampled	# Samples	Analytical Sensitivity (Structures/cc)	Appx. Vol. (L)	Rate (L/m)
Inside Each Work Area	1	0.005	1,300	1-10
Outside Each Work Area	1	0.005	1,300	1-10

- 4. Base Line:** a level expressed in fibers per cubic centimeter which is twenty-five percent greater than the largest of the following:
- a. Average of the PCM samples collected outside each Work Area
 - b. Average of the PCM samples collected outside the building
 - c. 0.01 fibers per cubic centimeter

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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	# of Samples	Limit Value (F/cc)	Appx. Vol. (L)	Flow Rate (LPM)
Each Work Area	1	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's or Owner's Representative discretion. If airborne fiber counts exceed allowed limits additional samples may be taken as necessary to monitor fiber levels.

1.9 ANALYTICAL METHODS USED BY THE OWNER:

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

1.10 LABORATORY TESTING BY OWNER:

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

1.11 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 Designer 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.

1.12 ADDITIONAL TESTING:

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

1.13 PERSONAL MONITORING:

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

1.14 MISCELLANEOUS PROVISIONS

A project checklist has been provided in Appendix C of this specification package. This checklist is not intended to take the place of any regulations, specifications or directions, but is supplied to assist the Contractor.

The following inspections must be performed during the project phases indicated.

- 1- Pre-cleaning : A visual inspection of all pre-cleaned surface areas must be **performed by the Contractor's supervisor and the Owner's representative simultaneously.** This inspection will occur prior to the installation of polyethylene covering of walls, floors, and other surfaces.
- 2- Post removal : A visual inspection of each work area must be performed following successful clearance air sampling and prior to commencing tear-down. **This inspection is to be performed by the Contractor's supervisor and the Owner's representative simultaneously.**
- 3- Substantial completion: After each project is complete, including any applicable demolition, re-insulation, or cleaning, a final inspection will be **performed by the Contractor's supervisor and the Owner's representative simultaneously** before turning the work area over to the Owner.

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Ten-day notifications are required for EPA Region III as well as to the State of Delaware (DNREC). If due to the immediacy of an emergency it becomes necessary to perform work within the notification period, the Owner's Representative will contact the proper authorities to request a waiver of the ten day period. All Contractors, workers, and supervisors must be State of Delaware Certified. (See Section 01098).

All **electric power** shall be shut down/tagged/locked out in the work area that is possible. The Owner will supply temporary electrical source. Contractor is responsible for temporary panel from Owner's source and making proper electrical connections as well as to disconnect existing lighting fixtures. Protect each circuit with a Ground Fault Circuit Interrupter (GFCI) of proper size located in the temporary panel. Outlet type GFCI devices may be used when approved by the Owner's Representative.

Temporary water service - Contractor will make connection to cold water supply and ensure proper back-flow protection. Hot water heater, if required, will be supplied by the Contractor (See Section 01503).

Contractor must ensure the **integrity of the enclosure** and decontamination facility. Inspection windows are required for each enclosure where feasible. (See Section 01526).

All workers must have their current **State of Delaware Asbestos Worker Badge** as well as a copy of their current **medical (respiratory fitness form)**, in order to work at the project site (this includes set-up and tear down, no exceptions).

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 with. A signed copy of the **Certificate of Workers Acknowledgment** must be obtained from each worker (See Section 01560).

Three stage personnel **decontamination units** are required for each contained work area, unless a remote three stage decon is set up on site and utilized along with a two stage decon when authorized for small work areas. 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).

The Contractor is to provide a **list of products** he intends to use during this project (See Section 01601). Substitutions for specified products will be considered if received within 3 weeks prior to beginning work affected by the substitution. Requests received less than 3 weeks before commencement of affected work may be considered or rejected at the discretion of the Owner's representative (See Section 01632).

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Final Cleaning - before requesting inspection for Certification of Substantial Completion, the work area as well as any affected areas must be cleaned and in a condition suitable to the Building Owner or Owner's Representative (See Section 01712).

Areas designated as contaminated - after complete removal of asbestos-containing material, all affected surfaces shall be decontaminated using a combination of HEPA vacuum and wet cleaning techniques. All non-visible asbestos residue shall be locked down with a coating of American Coatings Corp. 22-P Penetrating Encapsulant or equivalent product applied in strict accordance with the manufacturer's directions.

Work area clearance - Clearance air sampling (interior removal work areas only) will incorporate aggressive PCM air sampling techniques. The Contractor will encapsulate prior to running final clearance samples. PCM air samples will be run after completion of a visual inspection and work area encapsulation. PCM analytical results will be available within 4 hours of sample collection or sooner if needed. In the event that any final clearance samples fail, the abatement contractor may be responsible for the cost associated with re-running those samples. (See Section 01711).

All asbestos-containing material shall be wetted with amended water during abatement.
DRY REMOVAL OF ASBESTOS WILL NOT BE TOLERATED. (Section 02081)

*** The Building Owner directs the contractor to utilize any EPA approved landfill to dispose of the asbestos waste. The Contractor is to provide the Owner's Representative with the completed chain of custody as well as the landfill receipts (See Section 02084).**

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

General and Administrative Requirements are set forth in the following specification sections:

01013 Summary of the Work - Asbestos Abatement

01043 Project Coordination - Asbestos Abatement

01097 Reference Standards and Definitions - Asbestos Abatement

01601 Materials and Equipment - Asbestos Abatement

01632 Product Substitutions

01701 Project Closeout - Asbestos Abatement

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Abatement Work requirements are set forth in the following specification sections, listed here according to the sequence of the work:

01098 Codes, Regulations and Standards - Asbestos Abatement: sets forth governmental regulations and industry standards which are included and incorporated herein by reference and made a part of the specification. This section also sets forth those notices and permits which are known to the Owner and which either must be applied for and received, or which must be given to governmental agencies before start of work.

01503 Temporary Facilities - Asbestos Abatement: Sets forth the support facilities needed such as electrical and plumbing connections for the decontamination unit.

01560 Worker Protection - Asbestos Abatement: Describes the equipment and procedures for protecting workers against asbestos contamination and other workplace hazards except for respiratory protection.

01562 Respiratory Protection: Sets forth the procedures and equipment required for adequate protection against inhalation of airborne asbestos fibers.

01563 Decontamination Units: Explains the setup and operation of the personnel and material decontamination units.

Asbestos Removal Work Procedures are described in the following specification sections:

02081 Removal of Asbestos-Containing Materials

02084 Disposal of Asbestos Containing Waste Material

02085 Resilient Floor Covering Manufacturer Recommended Work Practices

02087 Resilient Flooring Removal – Aggressive Asbestos Abatement

Decontamination of the Work Area after completion of abatement work is described in the following sections:

01701 Project Closeout: details the closeout procedures to end the project once abatement work is complete including final paperwork requirements.

01711 Project Decontamination: describes the sequence of cleaning and decontamination procedure to be followed during removal of the sheet plastic barriers isolating a work area.

01712 Cleaning and Decontamination Procedures: sets forth procedures to be used on contaminated objects and rooms which are not part of an abatement work area.

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PLAN OF ACTION:

Submit a detailed plan of the procedures proposed for use in complying with the requirements of this specification. Include in the plan the **location and layout of decontamination areas**, the sequencing of asbestos work, the interface of trades involved in the performance of work, methods to be used to assure the safety of building occupants and visitors to the site, disposal plan including location of approved disposal site, and a detailed description of the methods to be employed to control pollution. Expand upon the use of portable **HEPA ventilation system including planned placement to ensure maximum movement of air through the entire work area**, closing out of the building's HVAC system, method of removal to prohibit visible emissions in work area, and packaging of removed asbestos debris. **The plan must be submitted at or before the Pre-Work Meeting and approved by the Owner's Representative prior to commencement of work.**

Include written contingencies for:

- Fire
- Accident
- Power Failure
- Negative Air System Failure

INSPECTION:

Prior to commencement of work, inspect areas in which work will be performed. Prepare a listing of damage to structure, surfaces, and equipment or of surrounding properties that could be misconstrued as damage resulting from the work. **Photograph or videotape existing conditions as necessary to document conditions.** Submit to Owner's Representative prior to starting work.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 STOP ACTION LEVELS:

- A. Inside Work Area:** Maintain an average airborne count in the work area of less than the Stop Action Level given below for the type of respiratory protection in use. If the fiber counts rise above this figure for any sample taken, revise work procedures to lower fiber counts. If the Time Weighted Average (TWA) fiber count for any work shift or 8 hour period exceeds the Stop Action Level, stop all work except corrective action, leave pressure differential and air circulation system in operation and notify the 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's Representative.

Stop Action Level (F/cc)	Immediate Stop Level (F/cc)	Minimum Respirator Required	Protection Factor
0.5	2.5	PAPR	100 / 1000
1.0	5.0	SUPPLIED AIR – GRADE "D"	1000

1. If airborne fiber counts exceed Immediate Stop Level given above for type of respiratory protection in use for any period of time cease all work except corrective action. Notify Owner's Representative. Do not recommence work until fiber counts fall below Stop Action Level given above for the type of respiratory protection in use. After correcting cause of high fiber levels, do not recommence work for 24 hours unless otherwise authorized in writing by Owner's Representative.
- B. Outside Work Area:** If any air sample taken outside of the Work Area exceeds the base line established in Part 1 of this section, immediately and automatically stop all work except corrective action. The 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).

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- 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 the Owner's Representative.
- a.** Due to construction activities occurring outside the regulated work area there is likely to be high air sample counts outside the work area due to this work activity. Baseline samples should be used to establish a basis to determine what the affect that construction activity has on the air samples. Background counts should be during construction activity prior to the start of this project, or when construction activity begins. **The Owner's Representative should take special note of nearby construction activities such as concrete cutting or welding, and the impact they may have on PCM or TEM air results.**

3.2 STOP WORK:

A. If the Owner or Owner's Representative presents a written stop work order, immediately and automatically conform to that stop work order, while maintaining temporary enclosures and pressure differential. After being presented with a stop work order, immediately initiate the following actions:

- 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.

Do not recommence work until authorized in writing by the Owner's Representative.

SCHEDULE OF ASBESTOS-CONTAINING MATERIALS

Base Bid

Material	Quantity	% ASB
Built-up Roofing - Gym	8,000 SF	15% Chrysotile
Mechanical Roof Flashings	650 LF	2% Chrysotile
Terra Cotta Roof Cap Caulk	250 LF	10% Chrysotile
Building Caulk (Add., Gym, Out.)	1,900 LF	10% Chrysotile
Window / Louver Caulk	600 LF	5-10% Chrysotile
Window Glazing Putty	25 EA	3% Chrysotile
Light Heat Shields	18 EA	10% Chrysotile
Vibration Dampers	160 LF	80% Chrysotile + 3% Amosite
Pipe Insulation w/ debris	5 SF	30% Chrysotile
Pipe Insulation & Fittings	1,400 LF	10-15% Chrysotile + 3% Amosite
Chalk, Cork and acoustic Mastics	150 SF	2-5% Chrysotile
Sink Caulk	8 LF	12% Chrysotile
Sink Undercoat	3 EA	5% Chrysotile
Floor Tile Single Layer	5,175 SF	3-8% Chrysotile
Floor Tile Double Layer	3,500 SF	3-8% Chrysotile
Floor Tile Mastic	1,100 SF	4% Chrysotile
Mastic on stored boards	100 SF	5% Chrysotile

Alternate #1 (original 1921 structure)

Material	Quantity	% ASB
Mechanical Roof Flashings	180 LF	2% Chrysotile
Building Caulk (Add., Gym, Out.)	1,800 LF	10% Chrysotile
Boiler Gasket	5 LF	60% Chrysotile
Sink Undercoat	1 EA	5% Chrysotile
Pipe Insulation & Fittings	1 LF	10-15% Chrysotile + 3% Amosite
Floor Tile Double Layer	2,300 SF	3-8% Chrysotile
Floor Tile Single Layer	800 SF	3-8% Chrysotile

END OF SECTION 01013

