



State of Delaware

2025 Asbestos Abatement of the William Henry Middle
School

Invitation to Bid

Contract Number CSD2510165-CEI.

December 5, 2025

- Deadline to Respond -
January 6, 2026
2:00 pm

CONTRACT NUMBER CSD2510165-CEI

ALL BIDDERS:

The enclosed packet contains an "INVITATION TO BID" for CSD2510165-CEI. The invitation consists of the following:

- I. DEFINITIONS and GENERAL PROVISIONS
 - A – GENERAL PROVISIONS
 - B – AWARD AND EXECUTION OF CONTRACT
 - C – GENERAL AUTHORITY
 - D – EQUAL OPPORTUNITY
- II. SPECIAL PROVISIONS
- III. TECHNICAL SPECIFICATIONS
- IV. BID QUOTATION REPLY SECTION

SAMPLE REPORTS

- 1 – MONTHLY USAGE REPORT SAMPLE
- 2 – SUBCONTRACTING (2ND TIER) QUARTERLY REPORTING SAMPLE

ATTACHMENTS

- A – BID QUOTATION
- B – NO BID REPLY FORM
- C – NON-COLLUSION STATEMENT AND ACCEPTANCE
- D – SUBCONTRACTOR INFORMATION FORM
- E – BUSINESS REFERENCES
- F – ITB EXCEPTIONS
- G – CONFIDENTIAL AND PROPRIETARY INFORMATION
- H – OFFICE OF SUPPLIER DIVERSITY (OSD) APPLICATION
- I – PERFORMANCE BOND
- J – BID BOND

- APPENDIX A – Contract Procurement
- APPENDIX B – Affidavit of Craft Training Compliance
- APPENDIX C – Affidavit of Employee Drug Testing Program
- APPENDIX D – Prevailing Wage Rates
- APPENDIX E – Instructions to Bidders
- APPENDIX F – Summary of the Scope of Work – Asbestos Abatement
- APPENDIX G – Table 1 Summary of Positive Asbestos-Containing Materials at William Henry MS
- APPENDIX H – Table 2 Summary of Assumed Asbestos-Containing Materials at William Henry MS

Appendixes are made part of this solicitation and are available for download at the following site:

<https://bids.delaware.gov/>

In order for your bid to be considered, the bid quotation reply section shall be executed completely and correctly and returned in a sealed envelope clearly displaying the contract number, by January 6, 2026 at 2:00 pm (Local Time).

Bids shall be submitted to:

STATE OF DELAWARE
Mr. James Baustert, Supervisor Buildings & Grounds
Capital School District
198 Commerce Way
Dover, DE 19904

Please review and follow the information and instructions contained in the general and special provisions section of the invitation. Should you need additional information, please contact James Baustert, Supervisor Buildings & Grounds james.baustert@capital.k12.de.us.

Capital School District

I. DEFINITIONS AND GENERAL PROVISIONS

The attached Definitions and General Provisions apply to all contracts and are part of each invitation to bid. The requirement to furnish a bid bond and performance bond is applicable unless waived in the Special Provisions. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Bidders or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting bid.

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DEFINITIONS

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

STATE: The State of Delaware

AGENCY: State Agency as noted on cover sheet.

BID: The offer of the bidder submitted on the approved form and setting forth the bidder's prices for performing the work or supplying the material or equipment described in the specifications.

BIDDER OR VENDOR: Any individual, firm, or corporation formally submitting a Bid for the material or work contemplated, acting directly or through a duly authorized representative.

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 the bidder.

BID INVITATION: The "bid invitation" or "invitation to bid" is a packet of material sent to vendors and consists of General Provisions, Special Provisions, specifications, and enclosures.

BOND: The approved form of security furnished by the Vendors and its surety as a guaranty of good faith on the part of the Vendor to execute the work in accordance with the terms of the contract.

CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.

CONTRACTOR: Any individual, firm, or corporation with whom a contract is made by the Agency.

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

GENERAL PROVISIONS: General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency, and instructions to vendors.

ITB: Invitation to Bid.

LOCAL TIME: Eastern Standard Time/Eastern Daylight Time

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

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 its acceptable performance of the work for which it has contracted.

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SECTION A - GENERAL PROVISIONS

1. BID INVITATION

See "Definitions".

2. BID FORMS

The invitation to bid shall contain pre-printed forms for use by the vendor in submitting its bid. The forms shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, etc.

3. INTERPRETATION OF ESTIMATES

The attention of bidders is called to the fact that, unless stated otherwise, any quantities given in the Bid form are to be considered to be approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract.

An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.

4. SILENCE OF SPECIFICATIONS

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 specifications compliance will be the responsibility of the vendor.

5. EXAMINATION OF SPECIFICATIONS AND PROVISIONS

The bidder shall examine carefully the Bid and the contract forms for the material contemplated. The bidder shall investigate and satisfy itself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of the Special Provisions and the contract. The submission of a Bid shall be conclusive evidence that the bidder has made examination of the aforementioned conditions.

6. KEY ITB DATES/MILESTONES

The following dates and milestones apply to this ITB and subsequent contract award. Vendors are advised that these dates and milestones are not absolute and may change due to unplanned events during the Bid and award process.

Activity	Due Date
ITB Availability to Vendors	December 5, 2025
Vendor Pre-Bid Meeting	Dec. 18, 2025 @ 10:00 AM William Henry Middle School
Written Questions Due No Later Than (NLT)	December 19, 2025 at 3:00 PM
Written Answers Due/Posted to Website NLT	December 29, 2025 at 3:00 PM
Bids Due NLT	2:00 PM local time
Public Bid Opening	2:00 PM local time
Contract Award	Will occur within 30 days of bid opening

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7. INQUIRIES & QUESTIONS

We welcome your interest in working with us, and we will be pleased to answer any questions you may have in formulating your response to this Invitation to Bid.

All questions with regard to the interpretation of this Invitation must be received in writing by December 19, 2025 at 3:00 PM. All questions will be answered in writing by December 29, 2025 at 3:00 PM and posted on <https://bids.delaware.gov/> website. All questions must make specific reference to the section(s) and page numbers from this Invitation to Bid where applicable. Oral explanations or instructions will not be binding.

8. PREPARATION OF BID

- a. **The bidder's Bid shall be written in ink or typewritten** on the form provided.
- b. If items are listed with a zero quantity, bidder shall state unit price **ONLY** (intended for open end purchases where estimated requirements are not known). The Bid shall show a total bid price for each item bid and the total bid price of the Bid excluding zero quantity items.

9. PRICES QUOTED

The prices quoted are those for which the material will be furnished F.O.B. Ordering Agency and include all charges that may be imposed during the period of the contract.

All prices must be quoted in U.S. Dollars.

10. DISCOUNT

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).

11. SAMPLES OR BROCHURES

Samples or brochures may be required by the agency for evaluation purposes. They shall be such as to permit the Agency to compare and determine if the item offered complies with the intent of the specifications.

12. BID GUARANTY; BID BOND

Unless Bid Bond has been waived as noted in the Special Provisions, each bidder shall submit with its Bid a guaranty in sum equal to at least 10% of the total value of its bid, according to Delaware Code Title 29, Section 6927(a).

Each vendor shall furnish a bond to the State of Delaware for the benefit of **Capital School District** in the amount equal to 10% of the respective bid value. The bond shall be drawn upon an insurance or bonding company authorized to do business in the State of Delaware. A certified check made out to the State of Delaware, **Capital School District** in an amount equal to 10% of the respective proposed value may be submitted in lieu of a bond.

13. ITB DESIGNATED CONTACT

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All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

NAME: James Baustert
DEPARTMENT: Capital School District
ADDRESS: 198 Commerce Way Dover, DE 19904
EMAIL ADDRESS: James.Baustert@capital.k12.de.us

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

14. DELIVERY OF BIDS

Bids shall be delivered in sealed envelopes and shall bear on the outside the name and address of the bidder as well as the designation of the contract. Bids forwarded by U.S. Mail shall be sent first class to the address listed below. Bids forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the address listed below. All bids must clearly display the bid number on the envelope.

STATE OF DELAWARE
Mr. James Baustert, Supervisor Buildings & Grounds
198 Commerce Way
Dover, DE 19904

All Bids will be accepted at the time and place set in the advertisement. Bidder bears the risk of delays in delivery and any costs for returned Bids. Bids received after the time set for public opening will be returned unopened.

15. WITHDRAWAL OF BIDS

A bidder may withdraw its Bid unopened after it has been deposited, if such a request is made prior to the time set for the opening of the Bid.

16. PUBLIC OPENING OF BIDS

The bids shall be publicly opened at the time and place specified by the Agency. Bidders or their authorized representatives are invited to be present.

17. PUBLIC INSPECTION OF BIDS

If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions. The bidder shall include with this designation a statement that explains and supports the firm's claim that the bid items identified as confidential contain trade secrets or other proprietary data.

18. DISQUALIFICATION OF BIDDERS

Any one or more of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of its Bid or Bids:

- a. More than one Bid for the same contract from an individual, firm, or corporation under the same or different names.

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- b. Evidence of collusion among bidders.
- c. Unsatisfactory performance record as evidenced by past experience.
- d. Any suspension or debarment of the parent company, subsidiary or individual involved with the vendor by federal, any state or any local governments within the last five (5) years.
- e. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- f. If there are any unauthorized additions, interlineations, conditional or alternate bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite, or ambiguous as to its meaning.
- g. Non-attendance of mandatory pre-bid meetings may be cause of disqualification.

19. ADDENDA TO THE INVITATION TO BID (ITB)

If it becomes necessary to revise any part of this ITB, revisions will be posted at <https://bids.delaware.gov/> . By submitting an offer to the State, vendors have acknowledged receipt, understanding and commitment to comply with all materials, revisions, and addenda related to the Invitation to Bid.

20. LOBBYING AND GRATUITIES

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this ITB or the award of a contract resulting from this ITB shall have their Bid immediately rejected and shall be barred from further participation in this ITB.

The selected vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this ITB upon agreement or understanding for a commission, or a percentage, brokerage, or contingent fee. For breach or violation of this warranty, the State of Delaware shall have the right to annul any contract resulting from this ITB without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

All contact with State of Delaware employees, contractors or agents of the State of Delaware concerning this ITB shall be conducted in strict accordance with the manner, forum and conditions set forth in this ITB.

21. SOLICITATION OF STATE EMPLOYEES

Until contract award, vendors shall not, directly, or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the vendor, its affiliates, actual or prospective contractors, or any person acting in concert with vendor, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a vendor may result in rejection of the vendor's Bid.

This paragraph does not prevent the employment by a vendor of a State of Delaware employee who has initiated contact with the vendor. However, State of Delaware employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.

22. INDEPENDENT CONTRACTORS

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The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations, or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

It may be at the State of Delaware's discretion as to the location of work for the contractual support personnel during the project period.

23. TEMPORARY PERSONNEL ARE NOT STATE EMPLOYEES UNLESS AND UNTIL THEY ARE DIRECTLY HIRED

Vendor agrees that any individual or group of temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation shall remain the employee(s) of Vendor for all purposes including any required compliance with the Affordable Care Act by the Vendor. Vendor agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the State pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the State of Delaware and Vendor agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third-party governmental entity determines that the State of Delaware is a dual employer, or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation, Vendor agrees to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.

Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the Vendor's obligation to hold harmless, indemnify, and defend the State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware. Vendor will waive any separation fee provided an employee works for both the vendor and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State's intention to hire.

24. WORK PERFORMED IN A STATE BUILDING

Awarded Vendor(s) who have any employees carrying out any work related to the awarded contract at a State facility shall have those employees comply with any health mandate or policy issued by the State related to a pandemic or other State of Emergency issued by any State authority during the term of the awarded contract, including those that apply directly to State employees.

SECTION B - AWARD AND EXECUTION OF CONTRACT

1. CONSIDERATION OF BIDS

- a. After the Bids have been opened, the bids will be tabulated, and the results will be made available to the public. Tabulations of the bids will be based on the correct summation of items at the unit price bid.
- b. The right is reserved 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, the best interest of the State will be promoted thereby.

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2. MATERIAL GUARANTY

Before any contract is awarded, the successful bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all of the material to be used in the contract together with such samples as may be requested for the purpose of testing.

3. CONTRACT AWARD

Within thirty days from the date of opening Bids, the contract will be awarded or the Bids rejected.

4. EXECUTION OF CONTRACT

The bidder to whom the award is made shall execute a formal contract and bond within twenty days after date of official notice of the award of the contract.

If the successful bidder fails to execute the required contract and performance bond, as aforesaid, within twenty days after the date of official notice of the award of the contract, its Bid guaranty shall immediately become forfeited as liquidated damages. Award will then be made to the next lowest qualified bidder of the work or re-advertised, as the Agency may decide.

5. REQUIREMENT OF CONTRACT PERFORMANCE BOND

Unless Performance Bond has been waived as noted in the Special Provisions, successful bidders shall furnish a Performance Bond simultaneously with the execution of the formal contract, to the State of Delaware for the benefit of the Agency with surety in the amount of 100% of the total contract award or as otherwise provided in the Special Provisions. Said bonds shall be conditioned upon the faithful performance of the contract. Performance Bonds are not required at the time of bid submission.

The bond forms shall be provided by the Agency and the surety shall be acceptable to the Agency.

6. WARRANTY

The successful bidder(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.

7. THE CONTRACT(S)

The contract(s) with the successful bidder(s) will be executed with the Capital School District

8. RETURN OF BIDDER'S DEPOSIT

The deposits shall be returned to the successful bidder upon the execution of the formal contract. The deposits of unsuccessful bidders shall be returned to them immediately upon the awarding of the contract or rejection of their bids.

9. INFORMATION REQUIREMENT

The successful bidder's shall be required to advise the Capital School District of the gross amount of purchases made as a result of the contract.

10. CONTRACT EXTENSION

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The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months.

11. SUPPLEMENTAL SOLICITATION

The State reserves the right to advertise a supplemental solicitation during the term of the Agreement if deemed in the best interest of the State.

SECTION C – GENERAL AUTHORITY

1. AUTHORITY OF AGENCY

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of the Agency shall be final and binding.

2. LAWS TO BE OBSERVED

The contractor is presumed to know and shall strictly comply with all National, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The contractor shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by itself or by its employees.

3. APPLICABLE LAW AND JURISDICTION

This bid, any resulting contract, and any and all litigation or other disputes arising therefrom, in connection with, or related hereto shall be governed by the applicable laws, regulations and rules of evidence of the State of Delaware. Bidder submits to personal jurisdiction in the State of Delaware. Any and all litigation or other disputes arising out of, in connection with, or relating to this bid, and any resulting contract, shall be brought exclusively in a court in the State of Delaware or the United States District Court of the District of Delaware as applicable.

4. PERMITS AND LICENSES

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the contractor at its own expense.

5. PATENTED DEVICES, MATERIAL AND PROCESSES

- a. The contractor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner and shall file a copy of this agreement with the Agency.
- b. The contractor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

6. EMERGENCY TERMINATION OF CONTRACT

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- a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.
- b. In the event the contractor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

7. TAX EXEMPTION

- a. In accordance with the Internal Revenue Service regulations, the State of Delaware is generally exempt from federal excise tax for communications, certain fuels, sales by manufacturers and the tax on heavy trucks, trailers and tractors. More detail is included in IRS Publication 510 Excise Taxes located at <https://www.irs.gov/pub/irs-pdf/p510.pdf> . Per IRS regulations, all exemption certificates must be specific to the vendor and the type of excise tax. If an exemption certificate is requested by a vendor, the Division of Accounting will work with the agency and vendor to complete the appropriate certificate. Such taxes shall not be included in prices quoted.
- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the Bid may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the contractor. Each bidder shall take its exemption into account in calculating its bid for its work.

8. OR EQUAL (PRODUCTS BY NAME)

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.

9. BID EVALUATION AND AWARD

The Capital School District will award this contract to the lowest responsible bidder(s) which in their judgment best serves the interest of the State of Delaware in accordance with Delaware Code Title 29, Section 6923(k). Personnel with experience and technical background may be utilized by the Capital School District in making judgment. In case of error in price extension, the unit price(s) shall prevail.

10. INVOICING

After the awards are made, the agencies participating in the bid may forward their purchase orders to the successful bidder(s) in accordance with State Purchasing Procedures. The State will generate a payment voucher upon receipt of an invoice from the vendor.

11. SEVERABILITY

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

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12. ASSIGNMENT OF ANTITRUST CLAIMS

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest 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, regarding the specific goods or services purchased or acquired for the State pursuant to this contract. Upon either the State's or the Vendor notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State and Vendor shall meet and confer about coordination of representation in such action.

SECTION D - EQUAL OPPORTUNITY

1. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

During the performance of any contract for public works financed in whole or in part by appropriation of the State of Delaware, the contractor agrees as follows:

- a. The contractor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any employee or applicant for employment with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The contractor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- b. During the performance of this contract, the contractor agrees as follows:
 1. The contractor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, 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, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, 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, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin."

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- c. The term "contractor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies, or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

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II. SPECIAL PROVISIONS

1. CONTRACT REQUIREMENTS

This contract will be issued to cover the Asbestos Abatement of the William Henry Middle School requirements for the Capital School District.

2. AGENCY USE CONTRACT

Pursuant to 29 Del. C. § 6904(e) respectively, if no state contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency's contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties.

3. CONTRACT PERIOD

Each vendor's contract shall be valid for one year from January 29, 2026 through January 29, 2027. Each contract may be renewed for three (3) additional one (1) year extension periods through negotiation between the contractor and Capital School District. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

4. PRICES

Prices shall remain firm for the term of the contract. All prices shall be quoted in U.S. Dollars.

Vendors are not restricted from offering lower pricing at any time during the contract term.

5. NUMBER OF COPIES WITH MAILING OF BID

To be considered, all Bids must be submitted in writing and respond to the items outlined in this ITB. The State reserves the right to reject any non-responsive or non-conforming Bids. Each Bid must be submitted with three (3) paper copies and three (3) electronic copies on CD or DVD media disk. One of the copies shall be marked "Master Copy" and will contain original signatures in all locations requiring a vendor signature. The remaining copies do not require original signatures. CD or DVD media disk must also contain the completed Appendix B Excel sheets, in Excel format.

6. COOPERATIVES

Vendors, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation. State of Delaware terms will take precedence.

7. POTENTIAL CONTRACT OVERLAP

Vendors shall be advised that the State, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of the State. As needs are identified, there may exist instances where contract deliverables, and/or goods or services to be solicited and subsequently awarded, overlap previous awards. The State reserves the right to reject any or all bids in whole or in part, to make partial awards, to award to multiple vendors during the same period, to award by types, on a zone-by-zone basis or on an item-by-item or lump sum basis item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

8. SUPPLEMENTAL SOLICITATION

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The State reserves the right to advertise a supplemental solicitation during the term of the Agreement if deemed in the best interest of the State.

9. PRICE ADJUSTMENT

The Vendor is not prohibited from offering a price reduction on its services or materiel offered under the contract. The State is not prohibited from requesting a price reduction on those services or materiel during the initial term or any subsequent options that the State may agree to exercise.

If agreement is reached to extend this contract beyond the initial contract term, Capital School District shall have the option of offering a determined price adjustment that shall not exceed available wage rates as determined by the Department of Labor regarding prevailing wage as determined.

10. SHIPPING TERMS

F.O.B. destination; freight pre-paid.

11. QUANTITIES

The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the Bid are best estimates and are given as a basis for the comparison of bids. Quantities ordered may be increased or decreased by any eligible agency as deemed necessary during the period of the contract. Bidders shall recognize there are no guaranteed minimum contract quantities or values associated with this solicitation.

Prior contract utilization may be viewed on the Delaware Open Data Portal <https://data.delaware.gov/>. The Government and Finance data sets provide Central Contract Line Item Spend by Fiscal Year among several additional data products. Past usage shall not be considered a guaranteed future volume.

12. ELECTRONIC CATALOG

At the discretion of Capital School District, the successful vendor(s) may be required to submit their items list in an electronic format designated by the State.

By example, but not limited to, the following items may be required:

- Electronic catalogs,
- Electronic catalogs converted to a CSV format with contract specific pricing,
- Items designated by commodity/classification code: United Nations Standard Products and Services Code (UNSPSC), and/or
- A unique item ID for all items in your system and/or our award.

13. FUNDING OUT

The continuation of this contract is contingent upon funding appropriated by the legislature.

14. BID BOND REQUIREMENT

Each bidder shall furnish a Bid Bond to the State of Delaware for the benefit of Capital School District in the amount equal to 10% of the respective bid value. The bond shall be drawn upon an insurance or bonding company authorized to do business in the State of Delaware. If the enclosed standard State of Delaware bond form is not used, the substitute bond must reflect the minimum conditions specified in the standard form. A

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certified check made out to Capital School District in an amount equal to 10% of the respective proposed value may be submitted in lieu of a Bid bond.

15. PERFORMANCE BOND REQUIREMENT

Contractors awarded contracts are required to furnish a 100% Performance Bond in accordance with Delaware Code Title 29, Section 6927, to the State of Delaware for the benefit of Capital School District with surety in the amount of 100% of the specific award. Said bonds shall be conditioned upon the faithful performance of the contract. This guarantee shall be submitted using Attachment I in the form of a good and sufficient bond drawn upon an Insurance or Bonding Company authorized to do business in the State of Delaware.

16. MANDATORY INSURANCE REQUIREMENTS

As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry the following coverage depending on the type of service or product being delivered.

- a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
- b. Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate.
- c. Automotive Liability Insurance covering all automotive units used in the work (including all units leased from and/or provided by the State to Vendor pursuant to this Agreement as well as all units used by Vendor, regardless of the identity of the registered owner, used by Vendor for completing the Work required by this Agreement to include but not limited to transporting Delaware clients or staff), providing coverage on a primary non-contributory basis with limits of not less than:
 1. \$1,000,000 combined single limit each accident, for bodily injury;
 2. \$250,000 for property damage to others;
 3. \$25,000 per person per accident Uninsured/Underinsured Motorists coverage;
 4. \$25,000 per person, \$300,000 per accident Personal Injury Protection (PIP) benefits as provided for in 21 *Del. C.* § 2118; and
 5. Comprehensive coverage for all leased vehicles, which shall cover the replacement cost of the vehicle in the event of collision, damage or other loss.

The successful vendor must carry at least one of the following depending on the scope of work being performed.

- a. Medical/Professional Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate
- b. Miscellaneous Errors and Omissions - \$1,000,000 per occurrence/\$3,000,000 per aggregate
- c. Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate

Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

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Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

CAPITAL SCHOOL DISTRICT
Contract No: CSD2510165-CEI
State of Delaware
198 Commerce Way
Dover, DE 19904

Nothing contained herein shall restrict or limit the Vendor's right to procure insurance coverage in amounts higher than those required by this Agreement. To the extent that the Vendor procures insurance coverage in amounts higher than the amounts required by this Agreement, all said additionally procured coverages will be applicable to any loss or claim and shall replace the insurance obligations contained herein.

To the extent that Vendor has complied with the terms of this Agreement and has procured insurance coverage for all vehicles Leased and/or operated by Vendor as part of this Agreement, the State of Delaware's self-insured insurance program shall not provide any coverage whether coverage is sought as primary, co-primary, excess or umbrella insurer or coverage for any loss of any nature.

In no event shall the State of Delaware be named as an additional insured on any policy required under this agreement.

17. BASIS OF AWARD

Capital School District shall award this contract to the lowest responsible and responsive bidder(s) who best meets the terms and conditions of the bid. The award will be made on basis of price, product evaluation, and prior history of service and capability.

Capital School District reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware, pursuant to 29 Del. C. § 6926.

18. STATE OF DELAWARE BUSINESS LICENSE

Prior to receiving an award, the successful vendor shall either furnish the Capital School District with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899-8750 or by telephone to one of the following numbers: (302) 577-8201 - Public Service, (302) 577-8205 - Licensing Department.

Information regarding the award of this contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

19. INDEMNIFICATION

a. General Indemnification

By submitting a Bid, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's its agents and employees' performance work or services in connection with the contract.

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b. Proprietary Rights Indemnification

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

1. Procure the right for the State of Delaware to continue using the Product(s);
2. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
3. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

20. OWNERSHIP OF INTELLECTUAL PROPERTY

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the State of Delaware. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the State to evidence the State's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

21. NON-PERFORMANCE

In the event the Vendor does not fulfill its obligations under the terms and conditions of this contract, in addition to proceeding with termination of the contract, the ordering agency may terminate any individual orders in accordance with Special Provisions, Item labeled "TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS" below and purchase equivalent product on the open market. Regarding any such open market purchase, payment for any difference in cost or expense in excess of the contract prices for reasonably equivalent products or services herein shall be the responsibility of the Vendor and shall be submitted to the State no later than 30 days following the delivery of the State's invoice detailing the open market purchase. Under no circumstances shall monies be due the Vendor in the event open market products can be obtained below contract cost. Any monies charged to the Vendor may be deducted from an open invoice.

22. FORCE MAJEURE; APPLICABILITY

Neither the Vendor nor the State shall be held liable for non-performance under the terms and conditions of this Agreement due, but not limited to:

- a) Acts of God; labor disturbances; accidents; failure of a governmental entity to issue a permit or approval required for performance when the Contractor has filed proper and timely application with the appropriate government entity; civil disorders; acts of aggression; changes in any law or regulation adopted or issued by a governmental entity after the date of this Agreement; a court order; explosions; failure of utilities; material shortages;

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- b) Diseases, plagues, quarantine, epidemics or pandemics;
- c) Federal, state, or local work or travel restrictions to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics; or
- d) The State's need to occupy, utilize, or repurpose an active or prospective work area due to diseases, plagues, quarantine, epidemics, pandemics, work or travel restrictions, and the need to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics.

Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract within 2 business days of the party's knowledge of significant non-performance risk.

23. CONTRACTOR NON-ENTITLEMENT

State of Delaware Contractors for Materiel and for Services shall not have legal entitlement to, nor seek business from another Contractors' Central Contract. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract as they are not a "Covered Agency" as defined by Title 29 Chapter 69 of the State Procurement Code.

24. EXCEPTIONS

Bidders may elect to take **minor exception** to the terms and conditions of this ITB. The Capital School District shall evaluate each exception according to the intent of the terms and conditions contained herein but the Capital School District must reject exceptions that do not conform to State bid law and/or create inequality in the treatment of bidders. Exceptions shall be considered only if they are submitted with the bid or before the date and time of the bid opening.

Exceptions must be submitted utilizing Attachment F to be considered. The Capital School District maintains sole discretion to reject any vendor exceptions that are submitted.

25. MANDATORY USAGE REPORTING

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels, if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested parties.

A complete and accurate Usage Report (Sample Report 1) shall be furnished in an Excel format and submitted electronically, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items and/or services on this contract. The reports shall be completed in Excel format, using the template provided, and submitted as an attachment to James.Baustert@capital.k12.de.us with a copy going to the contract officer identified as your point of contact. Submitted reports shall cover the full month (Report due by January 15th will cover the period of December 1 – 31.), contain accurate descriptions of the products, goods or services procured, purchasing agency information, quantities procured and prices paid. Reports are required monthly, including those with "no spend". Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future Bids.

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Reporting is required by Executive Order.

In accordance with [Executive Order 49](#), the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes minority (MBE), woman (WBE), veteran owned business (VOBE), or service-disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service-disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier reporting is shown as Sample Report 2.

Accurate 2nd Tier reports shall be submitted to the contracting Agency's contract manager on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contracts spend during the covered periods shall result in a report even if the contract has expired by the report due date.

26. BUSINESS REFERENCES

Provide at least three (3) business references consisting of current or previous customers of similar scope and value using Attachment 5. Include business name, mailing address, contact name and phone number, number of years doing business with, and type of work performed. Personal references cannot be considered.

PLEASE DO NOT UTILIZE STATE OF DELAWARE PERSONNEL AS REFERENCES.

27. ORDERING PROCEDURE

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, email, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

28. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number **CSD2510165-CEI** on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

29. BILLING

The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.

30. PAYMENT

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

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31. PRODUCT SUBSTITUTION

All items delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid Bid unless specific approval is given by the Capital School District to do otherwise. However, awarded vendors are highly encouraged to offer any like substitute product (s); either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In such cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

32. OPPORTUNITY BUYS

The Director for the Capital School District can waive use of an agency contract pursuant to 29 Del. C. § 6911(d). A process has been developed to permit any vendor the opportunity to submit an Opportunity Buy offer to the State for goods and/or services for consideration despite the existence of a contract. See [Opportunity Buy Flowchart](#). The Director will afford any vendor on an existing contract an opportunity to match or to beat the Opportunity Buy offer made by a non-contracted vendor prior to a waiver being granted.

33. I FOUND IT CHEAPER

Director for the Capital School District can waive use of an agency contract pursuant to 29 Del. C. § 6911(d). A process has been developed to permit any State employee or Vendor to identify a lower price for material and or services for consideration despite the existence of a contract. See [I Found It Cheaper Flowchart](#). The Director will afford any Vendor on an existing contact an opportunity to match or to beat the I Found It Cheaper suggestion and if not matched or beaten, approve the purchase via a waiver.

34. BID/CONTRACT EXECUTION

Both the non-collusion statement that is enclosed with this Invitation to Bid and the contract form delivered to the successful bidder for signature **shall** be executed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware, Enter Agency Name.

The State of Delaware requires a new vendor to complete the registration process through the Delaware Supplier Portal at <http://esupplier.erp.delaware.gov>. Successful completion of this registration enables the creation of a State of Delaware supplier record. The Taxpayer ID (SSN or EIN) and Applicant (supplier) name are submitted to the Internal Revenue Service for "matching". If the Taxpayer ID and name do not match, the vendor record cannot be approved.

It is the applicant's responsibility to select the appropriate 1099 Withholding Type and Class. If incorporated, a business is not subject to 1099 reporting unless the business is providing legal or medical services.

Any questions about completing this registration or specific comments about the registration, please contact supplier maintenance by phone at 302-672-5000.

35. VENDOR RESPONSIBILITY

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this ITB whether or not the Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor's Bid by completing Attachment D, and are subject the approval and acceptance of the Capital School District.

36. PERSONNEL, EQUIPMENT AND SERVICES

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- a. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
- b. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those subcontractors identified in Attachment D are considered approved upon award. Changes to those subcontractor(s) listed in Attachment D must be approved in writing by the State.

37. FAIR BACKGROUND CHECK PRACTICES

Pursuant to 29 *Del. C.* [§ 6909B](#), the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Vendors doing business with the State are encouraged to adopt fair background check practices. Vendors can refer to 19 *Del. C.* [§ 711\(g\)](#) for applicable established provisions.

38. VENDOR BACKGROUND CHECK REQUIREMENTS

Vendor(s) selected for an award that access state property or come in contact with vulnerable populations, including children and youth, shall be required to complete background checks on employees serving the State's on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the following registry:

Delaware Sex Offender Central Registry at:
<https://sexoffender.dsp.delaware.gov/>

Individuals that are listed in the registry shall be prevented from direct contact in the service of an awarded state contract but may provide support or off-site premises service for contract vendors. Should an individual be identified, and the Vendor(s) believes their employee's service does not represent a conflict with this requirement, may apply for a waiver to the primary agency listed in the solicitation. The Agency's decision to allow or deny access to any individual identified on a registry database is final and at the Agency's sole discretion.

By Agency request, the Vendor(s) shall provide a list of all employees serving an awarded contract and certify adherence to the background check requirement. Individual(s) found in the central registry in violation of the terms stated, shall be immediately prevented from a return to state property in service of a contract award. A violation of this condition represents a violation of the contract terms and conditions, and may subject the Vendor to penalty, including contract cancellation for cause.

Individual contracts may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided or locations accessed, but any other requirements shall be stated in the contract scope of work or be a matter of common law. The Vendor(s) shall be responsible for the background check requirements of any authorized Subcontractor providing service to the Agency's contract.

39. DRUG TESTING REQUIREMENTS FOR LARGE PUBLIC WORKS

Pursuant to 29 *Del. C.* [§6908\(a\)\(6\)](#), effective as of January 1, 2016, OMB has established regulations that require Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds. The regulations establish the mechanism, standards and requirements of a Mandatory Drug Testing Program that will be incorporated by reference into all Large Public Works Contracts awarded pursuant to 29 *Del. C.* [§6962](#).

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Final publication of the identified regulations can be found at the following:

[4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects](#)

40. LIFE CYCLE COSTING

If applicable, the specifications contained within this ITB have been developed through Life Cycle Cost Analysis that will allow the State to realize the lowest total cost of ownership and operation over the useful life of the equipment

41. MINIMUM WAGE RATES

The Delaware Department of Labor has determined that work under this central contract is subject to prevailing wage.

42. PREVAILING WAGE

The prevailing wage law, 29 Del.C. §6960, is enforced by the Department of Labor and states that the specifications for every contract or aggregate of contracts relating to a public works project in excess of \$500,000 for new construction (including painting and decorating) or \$45,000 for alteration, repair, renovation, rehabilitation, demolition or reconstruction (including painting and decorating of building or works) to which this State or any subdivision thereof is a party and for which the State appropriated any part of the funds and which requires or involves the employment of mechanics and/or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics which shall be based upon the wages that will be determined by the Delaware Department of Labor, Division of Industrial Affairs, to be prevailing in the county in which the work is to be performed.

The Department of Labor has determined that awarded contract is subject to prevailing wage. The Department of Labor Prevailing Wage sheet for work performed under this central contract is attached. The Vendor is required to conform with this determination and rate sheet.

43. ENVIRONMENTAL PROCUREMENT PRODUCTS

- a. Energy Star - If applicable, the Contractor must provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency in order to keep overall event costs to a minimum. The Contractor is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.
- b. Green Products – third party certification of green products accepted from The Capital School District w/approved green certification shall be offered wherever available in addition to or as a substitute for non-green products.
- c. Contractors shall report all green items procured during the monthly reporting period using the Usage Report that will be provided to the awarded Vendor(s).
- d. Environmental Procurement Policies of the State shall determine acceptable consideration and credit for environmentally preferred products and services in the performance of this award. The State Environmental Procurement Policies may be found:
[Environmentally Preferred Purchasing Policy](#)

44. TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS

The individual orders may be terminated as follows:

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a. Termination for Cause

If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner his obligations, or if the Vendor violates any of the covenants, agreements, or stipulations of this contract, the Agency shall have the right to terminate the P.O. by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor in the performance of the P.O. shall, at the option of the Agency, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Agency.

b. Termination for Convenience

The Agency may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Agency.

c. Termination for Non-Appropriations

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

45. DISPUTE RESOLUTION

At the option of the parties, they shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

If the matter is not resolved by negotiation, as outlined above, or, alternatively, the parties elect to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to a mediator selected by the parties. If the matter is not resolved through mediation, it may be submitted for arbitration or litigation. The Agency reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by State of Delaware law, and jurisdiction and venue shall be in the State of Delaware. Each party shall bear its own costs of mediation, arbitration, or litigation, including attorneys' fees.

46. REMEDIES

Except as otherwise provided in this solicitation, including but not limited to Section 45 above, all claims, counterclaims, disputes, and other matters in question between the State of Delaware and the Contractor arising out of, or relating to, this solicitation, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

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47. TERMINATION OF CONTRACT

The contract resulting from this ITB may be terminated as follows by the Capital School District.

a. Termination for Cause

If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

On receipt of the contract cancellation notice from the State, the Vendor shall have not less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not effect or prevent the contract cancellation unless the State provides a written acceptance of the vendor response. If the State does accept the Vendor's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the State may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

b. Termination for Convenience

The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

c. Termination for Non-Appropriations

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

48. CHANGES

Both parties may, from time to time, require changes in the services to be provided by the Vendor under the Scope of Work. Such changes, including any increase or decrease in the amount of the Vendor's compensation, which are mutually agreed upon by and between the Agency and the Vendor shall be incorporated in written amendments to the Purchase Order or contract.

49. AFFIRMATION

The Vendor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

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50. AUDIT ACCESS TO RECORDS

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

51. IRS 1075 Publication (If Applicable)

a. Performance

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All work will be performed under the supervision of the contractor or the contractor's responsible employees.

The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.

Any Federal tax returns or Federal tax return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.

All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.

The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

The contractor shall comply with agency incident response policies and procedures for reporting unauthorized disclosures of agency data.

b. Criminal/Civil Sanctions

STATE OF DELAWARE
Capital School District

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

c. Inspection

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection

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shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

52. ASSIGNMENT

This contract shall not be assigned except by express prior written consent from the Agency.

53. NOTICE

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

Administrator, Mr. James Baustert Capital School District
State of Delaware
198 Commerce Way
Dover, DE 19904

54. VENDOR EMERGENCY RESPONSE POINT OF CONTACT

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty-four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the vendor. Failure to provide this information could render the Bid as non-responsive.

In the event of a serious emergency, pandemic or disaster outside the control of the State, the State may negotiate, as may be authorized by law, emergency performance from the Contractor to address the immediate needs of the State, even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

55. SUBCONTRACTS

Subcontracting is permitted under this ITB and contract. However, every subcontractor shall be identified in the Bid (Attachment D) and agreed to in writing by the State or as are specifically authorized in writing by the Agency during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.

The Vendor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the ITB and with all local, State and Federal Laws. The Vendor shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

If a company elects to be a subcontractor for another vendor, the subcontractor may not independently bid on this solicitation.

56. AGENCY'S RESPONSIBILITIES

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Vendor to the Agency and render to the Vendor in writing, findings and decisions pertaining thereto within a

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reasonable time so as not to delay the services of Vendor.

- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If the ordering agency cannot resolve with the Contractor in a reasonable amount of time, the matter should be escalated to the state representative managing the contract.

57. CONFIDENTIALITY

Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of the vendor's Bid will be treated as confidential during the evaluation process. As such, vendor Bids will not be available for review by anyone other than the State of Delaware/Bid Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information until a fully executed contract is received, unless such disclosure is required by law or by order of a court of competent jurisdiction.

The State of Delaware and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act, [29 Del. C. § 10001, et seq.](#) ("FOIA"). FOIA requires that the State of Delaware's records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. Once a once a fully executed contracts is received, the content of all vendor Bids are subject to FOIA's public disclosure obligations and exemptions.

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State respects the vendor community's desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as "confidential business information"). Bids must contain sufficient information to be evaluated. If a vendor feels that they cannot submit their Bid without including confidential business information, they must adhere to the following procedure or their Bid may be deemed unresponsive, may not be recommended for selection, and any applicable protection for the vendor's confidential business information may be lost.

In order to allow the State to assess its ability to protect a vendor's confidential business information, vendors will be permitted to designate appropriate portions of their Bid as confidential business information.

Vendor(s) may submit portions of a Bid considered to be confidential business information in a separate, sealed envelope labeled "Confidential Business Information" and include the specific RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope,

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representing in good faith that the information in each document is not “public record” as defined by 29 *Del. C.* § 10002, and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a Bid accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed. A vendor’s allegation as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any vendor designation as set forth in this section. Any vendor submitting a Bid or using the procedures discussed herein expressly accepts the State’s absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, Vendor(s) assume the risk that confidential business information included within a Bid may enter the public domain.

58. NO PRESS RELEASES OR PUBLIC DISCLOSURE

The State of Delaware reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of the State of Delaware.

The State will not prohibit or otherwise prevent the awarded vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Vendor shall not use the State’s seal or imply preference for the solution or goods provided.

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III. TECHNICAL SPECIFICATIONS

The Work consists of the removal of all interior and exterior asbestos-containing materials to prepare the building for demolition. All layers must be removed by the Contractor to expose and abate the asbestos-containing materials. The Contractor shall remove all drop ceilings and track necessary to expose and access the work area for complete abatement. Abate means to perform asbestos-abatement according to these specifications including, but not limited to, waste handling and proper disposal.

Demolition work on the building will not start until all asbestos materials have been removed except in the crawlspace. After the roof, ceilings and walls are demolished, the asbestos abatement work in the crawlspace will be performed with the assistance of the demolition contractor to open the top slab and sides of the crawlspace for access.

All lockers needed to be moved to access asbestos materials shall be removed by the Contractor and stored within the building at an approved location for future disposal by others.

All loose items such as furniture, non-fixed cabinets, desks, etc. will be moved out of the work areas by other prior to the start of the asbestos abatement work. The Contractor shall remove smaller items in their work and store in the building are at no charge to the Owner.

All non-asbestos containing and non-asbestos contaminated items removed to access asbestos can remain in the building for future disposal by others.

Any item to be preserved will be removed from the building prior to the start of the asbestos abatement work.

The Planetarium equipment and seating (except for the dome) will be removed prior to the start of the asbestos abatement work.

Seating within the auditorium will be removed prior to the start of the asbestos abatement work. The concrete seating anchors that penetrate asbestos-containing materials will not be removed prior to the start of the work. The asbestos abatement Contractor shall remove the concrete anchors enough to facilitate completion of their work.

No work shall be performed in or near KCCS since the school will be in operation during the asbestos abatement work. The Contractor shall not block or encumber access to KCCS at any time. Air monitoring near the KCCS wooden door barrier and exterior will be performed at no charge to the Contractor.

The Base Bid item includes all of the work required. The estimated (approximate) quantity of exposed asbestos-containing materials to be removed and disposed for this work is included in Table 1. and Table 2. in this specification.

The Contractor shall include in its lump sum price the cost of removing and disposing of all asbestos-containing materials in listed in Table 1. and Table 2 in his specification and include this cost in the Base Bid item on the bid form.

The Contractor shall directly coordinate its daily work schedule for the most efficient abatement of asbestos materials required. The work locations are listed as five sections within the building. Once the Contractor starts a work area in the building section, the work in that

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section must be completed to clearance prior to moving to the next building section.

Exterior and roofing work must be completed as the latest activity on the project to minimize stormwater impact to the building.

The work listed in the crawlspaces is not included in the base bid for this project. The crawlspace work will be performed after the building is demolished to ground level to allow access to the crawlspace. This work will be performed by a negotiated change order or bid at the discretion of the Owner. For the crawlspace work, the demolition contractor will assist the asbestos abatement contractor by providing top access to the crawlspace through the base slab and help with lifting. The Contractor is not guaranteed that they will be performing the crawlspace work and shall have no claim for the crawlspace work under this contract.

As the first task, the Contractor shall install the wooden door barrier in the hallway to entrance to KCCS. Removal of the wooden door barrier shall be the last task when all work has been completed on the project.

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IV. BID QUOTATION REPLY SECTION

Contract Number **CSD2510165-CEI**

2025 Asbestos Abatement for the William Henry Middle School

Please fill out the attached forms fully and completely and return with your bid in a sealed envelope clearly displaying the contract number to the Capital School District by **January 6, 2026 at 2:00 pm (Local Time)** at which time bids will be opened.

Bids shall be submitted to:

STATE OF DELAWARE
Mr. James Baustert, Supervisor Buildings & Grounds
Capital School District
198 Commerce Way
Dover, DE 19904

PUBLIC BID OPENINGS

The public bid opening ensures the citizens of Delaware that contracts are being bid fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the bids at the time and place specified and the contract shall be awarded within thirty (30) days thereafter. The main purpose of the bid opening is to reveal the name(s) of the bidders(s), not to serve as a forum for determining the apparent low bidders. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each bid has been determined.

After receipt of a fully executed contract(s), the Delaware public and all bidders are invited to make an appointment with the contracting officer in order to review pricing and other non-confidential information.

NOTE: ONLY THE BIDDER'S NAME WILL BE READ AT THE BID OPENING

FOR ILLUSTRATION PURPOSES ONLY

State of Delaware																	
Subcontracting (2nd tier) Quarterly Report																	
Prime Name:						Report Start Date:											
Contract Name/Number						Report End Date:											
Contact Name:						Today's Date:											
Contact Phone:						*Minimum Required			Requested detail								
Vendor Name *	Vendor TaxID *	Contract Name/Number *	Vendor Contact Name*	Vendor Contact Phone *	Report Start Date*	Report End Date*	Amount Paid to Subcontractor*	Work Performed by Subcontractor or UNSPSC	M/WBE Certifying Agency	Veteran/Service Disabled Veteran Certifying Agency	2nd tier Supplier Name	2nd tier Supplier Address	2nd tier Supplier Phone Number	2nd tier Supplier email	Description of Work Performed	2nd tier Supplier Tax Id	Date Paid
SAMPLE																	

Note: Completed reports shall be saved in an Excel format, and submitted to the following email address: osd@delaware.gov . The form can be located at [Office of Supplier Diversity - Division of Small Business - State of Delaware](#), bottom of the page 'Services and Information' section, 'Subcontractor Reporting Form'.

Contract Number: CSD2510165-CEI

Contract Title: 2025 Asbestos Abatement for the William Henry Middle School

BID QUOTATION

DELIVERY

\$ _____

Ship Stock _____ days ARO

Ship Non-Stock _____ days ARO

CONTRACT TOTAL VALUE

COMPANY

DATE

STATE OF DELAWARE
Capital School District
198 Commerce Way
Dover, DE 19904

NO BID REPLY FORM

Contract Number **CSD2510165-CEI**

Contract Title: **2025 Asbestos
Abatement for the William Henry
Middle School**

To assist us in obtaining good competition on our Request for Bids, we ask that each firm that has received an invitation, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Bidder's List by so indicating below, or do not return this form or bona fide bid.

Unfortunately, we must offer a "No Bid" at this time because:

_____ 1. We do not wish to participate in the bid process.

_____ 2. We do not wish to bid under the terms and conditions of the Request for Bid document. Our objections are:

_____ 3. We do not feel we can be competitive.

_____ 4. We cannot submit a Bid because of the marketing or franchising policies of the manufacturing company.

_____ 5. We do not wish to sell to the State. Our objections are: _____

_____ 6. We do not sell the items/services on which Bids are requested.

_____ 7. Other: _____

FIRM NAME

SIGNATURE

COMPLIANCE ENVIRONMENTAL,

_____ We wish to remain on the Bidder's List **for these goods or services.**

_____ We wish to be deleted from the Bidder's List **for these goods or services.**

PLEASE FORWARD NO BID REPLY FORM TO THE CONTRACT OFFICER IDENTIFIED.

COMPLIANCE ENVIRONMENTAL,

Attachment C

CONTRACT Number: CSD2510165-CEI

TITLE: 2025 Asbestos Abatement for the William Henry Middle School

DEADLINE TO RESPOND: January 6, 2026

NON-COLLUSION STATEMENT

This is to certify that the undersigned Vendor 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 Bid, **and further certifies that it is not a subcontractor to another Vendor who also submitted a Bid as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, Capital School District

It is agreed by the undersigned Vendor that the signed delivery of this bid represents, subject to any express exceptions set forth at Attachment F, the Vendor's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Capital School District.

COMPANY NAME _____ (Check one)

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

NAME OF AUTHORIZED REPRESENTATIVE _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____
NUMBER _____

STATE OF DELAWARE
LICENSE

COMPANY CLASSIFICATIONS: Certification Number:	Certification type(s)	Circle all that apply	
		Minority Business Enterprise (MBE)	Yes
	Woman Business Enterprise (WBE)	Yes	No
	Disadvantaged Business Enterprise (DBE)	Yes	No
	Veteran Owned Business Enterprise (VOBE)	Yes	No
	Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes	No

The above table is for informational and statistical use only.

PURCHASE ORDERS SHOULD BE SENT TO:
(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five (5) years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

COMPLIANCE ENVIRONMENTAL,

YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED FOR YOUR BID TO BE CONSIDERED

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

SUBCONTRACTOR INFORMATION FORM

Contract Number **CSD2510165-CEI**

Contract Title: **2025 Asbestos Abatement for the William Henry Middle School**

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NUMBER CSD2510165-CEI	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification: Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4h. Service Disabled Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY (Signature)	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY (Signature)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

Use a separate form for each subcontractor

BUSINESS REFERENCES

Contract Number: **CSD2510165-CEI**

Contract Title: **2025 Asbestos Abatement for the William Henry Middle School**

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please provide a separate list the contract(s).

1.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	

2.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	

3.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.



The Office of Supplier Diversity (OSD)

Supplier Diversity Certification Application Portal can be found here:
[Office of Supplier Diversity Certification Application Portal](#)

For more information, please send an email to OSD:
osd@delaware.gov or call 302-577-8477

[Subscribe](#) to the OSD Mailing List

Carvel State Building
820 N. French Street, 10th Floor
Wilmington, DE 19801

Telephone: 302-577-8477 / Fax: 302-736-7915

Email: osd@delaware.gov

Web site: <https://business.delaware.gov/osd/>

*Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.



BOND HAS NOT BEEN WAIVED

PERFORMANCE BOND

Bond Number: _____

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____, as principal (“**Principal**”), and _____, a _____ corporation, legally authorized to do business in the State of Delaware, as surety (“**Surety**”), are held and firmly bound unto the _____ (“**Owner**”) (*insert State agency name*), 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 Number _____ 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.

COMPLIANCE ENVIRONMENTAL,

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

Witness

Name

Title

Date

Company Name

Company Address

SURETY

Witness

Name

Title

COMPLIANCE ENVIRONMENTAL,

Attachment J

Bid Bond

**BOND HAS NOT BEEN WAIVED
10% BOND TO ACCOMPANY BID
(NOT NECESSARY IF CERTIFIED CHECK IS USED)**

KNOW ALL MEN BY THESE PRESENTS That _____ of _____ of the County of _____ and State of _____ principal, and _____ of _____ of the County of _____ and the State of _____ as surety, legally authorized to do business in the State of Delaware, are held and firmly bound unto the State of Delaware in the sum of _____ Dollars or _____ per cent (not to exceed _____ Dollars) of amount bid on Contract Number _____ to be paid to said State of Delaware for the use and benefit of the _____ of said State, for which payment well (hereinafter referred to as Agency) 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 bounden principal _____ who has submitted to said Agency of the State of Delaware, a certain Bid to enter into a certain contract to be known as Contract Number _____, for the furnishing of certain products and/or services within the said State of Delaware shall be awarded said Contract Number _____, and if said _____ shall well and truly enter into and execute said Contract Number _____ and furnish therewith such surety bond as may be required by the terms of said contract and approved by said Agency, said contract and said bond to be entered into within twenty days after the date of official notice of the award thereof in accordance with the terms of said Bid, then this obligation to 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 (Principal) (Seal)

Witness

_____ BY

_____ (Seal)

Corporate
Seal

Title

_____ BY

_____ (Seal)
Name of Surety

_____ (Seal)

Title

COMPLIANCE ENVIRONMENTAL,

APPENDIX A

CONTRACT PROCUREMENT

This solicitation is issued as an Agency procurement. The structure of this Request for Proposals does not remove or relinquish Public Works procurement procedures required by [29 Del. C. 69, Subchapter IV](#) as applied specifically to individually defined projects. Distinction from a Public Works contract is made in this Request for Proposals in that the resulting award is intended for services of recurring need with undetermined quantities contrast to Public Works contract awarded for individual projects. Accordingly, to avoid conflicting with Public Works procurement requirements, the individual requests for services should not exceed the current open procurement threshold for Public Works, which can be seen at: [Public Works Bid Thresholds](#)

REGISTERED OR PREQUALIFIED BIDDERS

Bidders are not required to be registered or prequalified for this Request for Proposals. All bidding documents are made publicly available on <http://bids.delaware.gov/>. While subcontractors are not required to be prequalified for this solicitation, subcontractors, if used, should be identified individually on the subcontractor form included with this solicitation without a prequalification requirement.

PREVAILING WAGE

The prevailing wage law, [29 Del. C. § 6960\(a\)](#), is enforced by the Department of Labor and states that the specifications for every contract or aggregate of contracts relating to a Public Works project in excess of \$500,000 for new construction (including painting and decorating) or \$45,000 for alteration, repair, renovation, rehabilitation, demolition or reconstruction (including painting and decorating of building or works) to which this State or any subdivision thereof is a party and for which the State appropriated any part of the funds and which requires or involves the employment of mechanics and/or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics which shall be based upon the wages that will be determined by the Delaware Department of Labor, Division of Industrial Affairs, to be prevailing in the county in which the work is to be performed.

The Department of Labor has determined that this contract and any work that stems from this contract regardless of location is subject to prevailing wage. The Department of Labor Prevailing Wage sheet for work performed under this contract is attached. The Vendor is required to conform with this determination and rate sheet.

According to [29 Del C. 6960\(c\)](#), every contract based upon these specifications shall contain a stipulation that sworn payroll information, as required by the Department of Labor, be furnished weekly. The Department of Labor shall keep and maintain the sworn payroll information for a period of 6 months from the last day of the work week covered by the payroll.

CONTRACTOR REGISTRATION ACT

On July 1, 2021, the Contractor Registration Act, as codified in 19 Del. C. §§ 3601 *et seq*, took effect. This law requires all contractors to register with the Delaware Department of Labor before performing construction services or maintenance. The Contractor Registration Act applies to all contractors that engage in construction and maintenance within the State of Delaware. Additionally, it requires contractors to have Delaware workers' compensation

COMPLIANCE ENVIRONMENTAL,

insurance where required, compliance with labor laws, and proof of a state business license. The Delaware Department of Labor's Office of Contractor Registration is responsible for enforcement of the requirements of the Contractor Registration Act. If you have any questions about the contractor registration process, please call 302-430-7739 or email Contract.Registry@delaware.gov. Registration at onestop.delaware.gov.

CRAFT TRAINING PROGRAM

In accordance with [29 Del. C. § 6962\(c\)\(13\)](#) of the Delaware Code, effective June 7, 2020, contractors and subcontractors must provide craft training for journeyman and apprentice levels under certain circumstances. If awarded a contract and selected to perform a project under the contract, vendor must complete the included Affidavit of Craft Training Compliance and present the Affidavit to the agency for whom the contractor is performing the project prior to a Purchase Order being completed by that agency. The attached affidavit shall be completed by the vendor and submitted to the agency.

DRUG TESTING PROGRAM

The contractor shall maintain a drug testing program during the term of the contract in compliance with Delaware Regulation 4104. The attached affidavit shall be completed by the vendor and submitted to the agency with the bid.

EMPLOYMENT PREFERENCE

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.

COMPLIANCE ENVIRONMENTAL,

APPENDIX B

**AFFIDAVIT OF
CRAFT TRAINING COMPLIANCE**

We, the contractor, hereby certify that we and all applicable subcontractors will abide by the contractor and subcontractor craft training requirements outlined below for the duration of the contract. Craft training is defined as “an apprenticeship program approved by and registered with any State apprenticeship agency or the United States Department of Labor.”¹ A list of crafts for which there are approved and registered training programs is maintained by the Delaware Department of Labor and can be found at [https://det.delawareworks.com/apprenticeship/documents/Apprenticeship Occupation List for 29Del6962 Compliance.pdf](https://det.delawareworks.com/apprenticeship/documents/Apprenticeship%20Occupation%20List%20for%2029Del6962%20Compliance.pdf) Information pertaining to subcontractor craft training programs shall be provided by the contractor prior to contract execution. If you have questions regarding craft training programs, please submit them in writing to the Delaware Department of Labor at: apprenticeship@delaware.gov .

In accordance with Title 29, Chapter 69, Section 6962(c)(13) of the Delaware Code, contractors and subcontractors must provide craft training for journeyman and apprentice levels if **all** of the following apply:

- A. A project meets prevailing wage requirement under Title 29, Chapter 69, Section 6960 of the Delaware Code.
- B. The contractor employs 10 or more total employees.
- C. The project is not a federal highway project.

Failure to provide required craft training on the project may subject the successful contractor and/or subcontractor(s) to penalties as outlined in Title 29, Chapter 69, Section 6962(c)(13) of the Delaware Code.

Craft(s): _____

Contractor Name: _____

Contractor Address: _____

Contractor/Subcontractor Program Registration Number _____

On this line also indicate whether DE, Other State (identify) or US Registration Number

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

Sworn to and Subscribed before me this _____ day of _____ 20__

NOTARY PUBLIC _____.

My Commission expires _____.

COMPLIANCE ENVIRONMENTAL,

APPENDIX C

**AFFIDAVIT OF
EMPLOYEE DRUG TESTING PROGRAM**

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

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

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

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

NOTARY PUBLIC _____.

My Commission expires _____.

COMPLIANCE ENVIRONMENTAL,

APPENDIX D



STATE OF DELAWARE
DEPARTMENT OF LABOR
OFFICE OF CONSTRUCTION INDUSTRY ENFORCEMENT
655 SOUTH BAY ROAD
SUITE 2H
DOVER, DELAWARE 19901

July 2, 2025

Via Electronic and Standard Mail

Jesse Dixon
Richard Y. Johnson & Son, Inc.
18404 Johnson Road
Lincoln, DE 19960

RE: 1630 William Henry Campus Demolition – Kent County, Delaware

Dear Mr. Dixon,

I am responding to your request for a category determination for the 1630 William Henry Campus Demolition, which is a state funded construction project located in Kent County, Delaware. The project is proposing the demolition of 131,000 s.f. existing William Henry Middle School. You estimate the total cost for this project to be \$1,566,680.

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

Delaware's Prevailing Wage Regulations provide that the rates applicable to a project are the rates in effect on the date of publication of the specifications for that project. I have enclosed a certified copy of the prevailing wage rates effective March 14, 2025, 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.

This determination is directed solely to the parties identified herein. It is based on the unique facts relevant to this matter. It does not constitute precedent and should not be cited as such by future parties.

Pursuant to 19 Del. Chapter 36, all contractors must obtain their Contractor Registration Certificate prior to performing construction services or maintenance work throughout Delaware. Contractors can submit an application by visiting the Delaware One Stop: https://onestop.delaware.gov/Operate_Contractors

Additionally, effective January 1, 2025, SSI for SB307 amended Delaware's Prevailing Law 29 Del.C.6960(b) now requires these applicable prevailing wage rates to be paid to all workers who perform custom fabrication work regardless of where the work is performed. For further information regarding custom fabrication see 29 Del.C.6902(8).

COMPLIANCE ENVIRONMENTAL,

Lastly, please see the enclosed debarment list. Entities/individuals listed shall not be permitted to bid on, be awarded or work on Delaware State funded construction projects, in the timeframe specified, as provided for under 29 Del.C. §6960 or other applicable State statutes.

If you have any questions or I can provide any additional assistance, please do not hesitate to contact me at (302) 430-7722.

Sincerely,



Tiffany Dzwonkowski
Labor Law Enforcement Officer
Tiffany.Dzwonkowski@delaware.gov

Enclosures

COMPLIANCE ENVIRONMENTAL,

STATE OF DELAWARE
 DEPARTMENT OF LABOR
 DIVISION OF INDUSTRIAL AFFAIRS
 OFFICE OF LABOR LAW ENFORCEMENT
 PHONE: (302) 318-2769

Mailing Address:
 252 Chapman Road
 Suite 210
 Newark, DE 19702

Located at:
 252 Chapman Road
 Suite 210
 Newark, DE 19702

PREVAILING WAGES FOR **HEAVY CONSTRUCTION** EFFECTIVE MARCH 14, 2025

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	28.89	25.41	55.24
BOILERMAKERS	90.82	41.97	77.00
BRICKLAYERS	90.12	77.39	32.55
CARPENTERS	62.56	62.56	50.80
CEMENT FINISHERS	56.98	31.82	23.71
DIVER	103.26	-	-
DIVER TENDER	116.61	-	-
ELECTRICAL LINE WORKERS	96.29	96.29	96.29
ELECTRICIANS	83.92	83.92	83.92
GLAZIERS	26.67	23.17	15.70
INSULATORS	69.12	69.12	69.12
IRON WORKERS	78.58	79.67	78.58
LABORERS	57.65	57.65	57.65
MILLWRIGHTS	88.35	88.35	70.97
PAINTERS	95.76	95.76	95.76
PILEDRIVERS	91.12	51.44	40.03
PLASTERERS	25.12	21.85	15.00
PLUMBERS/PIPEFITTERS/STEAMFITTERS	99.88	101.73	25.47
POWER EQUIPMENT OPERATORS	83.29	89.93	83.29
SHEET METAL WORKERS	40.16	24.92	23.41
SPRINKLER FITTERS	43.29	16.39	15.00
TRUCK DRIVERS	44.73	26.88	29.10

CERTIFIED: 7/3/2025

BY: [Signature] / for Fran Chudzik
 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) 318-2769.

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

PROJECT: 1630 WILLIAM HENRY CAMPUS DEMOLITION, Kent County



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PREVAILING WAGE DEBARMENT LIST

The following contractors have been debarred for violations of the prevailing wage law 29Del.C. §6960 or other applicable State statutes.

Therefore, no public construction contract in this State shall be bid on, awarded to, or received by contractors and individuals on this list for a period of (3) three years from the date of the judgment or as deemed by a court of competent jurisdiction.

Contractor	Address	Date of Debarment
Mullen Brothers, Inc. and Daniel Mullen, individually	3375 Garnett Road, Boothwyn, PA 19060	Indefinite/ Civil Contempt
State Contractors Corporation, and Jose Oscar Rivera, individually	13004 Hathaway Drive Silver Spring, MD 20906	Indefinite/ 19 <u>Del.C. 2374(f)</u>
Green Granite and Jason Green, individually	604 Heatherbrooke Court Avondale, PA 19311	Indefinite/ Civil Contempt
Pro Image Landscaping, Inc. and Owner(s) individually	23 Commerce Street Wilmington, DE 19801 and/or 2 Cameo Road Claymont, DE 19703	Indefinite/19 <u>Del.C. §108 & 10 Del.C. 542(c)</u>
Liberty Mechanical, LLC and Owner(s), individually	2032 Duncan Road Wilmington, DE 19801	Indefinite/ 19 <u>Del.C. 2374(f)</u>
Integrated Mechanical and Fire Systems Inc. and Allison Sheldon, individually	4601 Governor Printz Boulevard Wilmington, DE 19809	Indefinite/19 <u>Del.C. §108 & 10 Del.C. 542(c)</u>
ACH 1, INC.	873 Salem Church Road Newark, DE 19702	Indefinite/19 <u>Del.C.6960</u>

Updated: July 6, 2022

COMPLIANCE ENVIRONMENTAL,

APPENDIX E

INSTRUCTIONS TO BIDDERS

The Contractor shall submit three (3) complete copies of the bid with original signatures. Send the bid to the Capital School District. Provide a sealed envelope containing the bid with envelop outer markings as follows:

Mr. James Baustert, Buildings and Grounds Supervisor
Capital School District
198 Commerce Way
Dover, Delaware 19904

**“BID FOR 2025 ASBESTOS ABATEMENT AT THE
WILLIAM HENRY MIDDLE SCHOOL
SEALED BID - DO NOT OPEN”**

Bids can be mailed using the U.S. Postal Service, hand-delivered or sent via an overnight delivery service. **NO FACSIMILE OR EMAIL BIDS WILL BE ACCEPTED.** The Contractor is responsible for submitting their bid by the required deadline and verifying that their bid has been received prior to the due date and time.

All entries must be typed or made in ink. Bids must be completed by the Contractor in accordance with all instructions for providing a bid as included in this Specification.

Please provide the following with your bid:

1. Completion of the Bid Form including acknowledgment of all addendums and properly completed Non-Collusion Statement and all other requirements. **A copy of the Bidder Delaware Business License must be attached to the Bid Form.**
2. Completed Bid Bond Form and Bid Bond document.
3. Copy of your current Delaware Business License.
4. Copy of your current Certificate of Insurance (specimen).
5. List all Federal, State, and Local citations (e.g., Notice of Violation) received in the last five years.
6. List all litigation or pending litigation with the State of Delaware or any Delaware school district within the last five years. This list shall include the Contractor and/or any Subcontractors and/or Vendors used by the Contractor.
7. List the number of Workers (including Supervisors) to complete the Work.
8. List the number of Calendar Days and Working Days to complete the Work.
9. List of all project Subcontractors.
10. List equipment for completing the Work.
11. List of all past and current citations.

Arrangements can be made by the Contractor directly with the Owner for additional site visits prior to the bid due date by contacting Valentino (Val) De Rocili at Compliance Environmental, Inc., vderocili@compliancecanhelp.com, (302) 724-7711.

Bids shall remain valid for sixty (60) days from the date of opening.

The Capital School District reserves the right to reject all, or any bid, and to waive any informality or irregularity in any bid received. If applicable, a Schedule of Values section on the bid form will be used for accounting purposes only and not for determining the best

COMPLIANCE ENVIRONMENTAL,

bid for the project.

A bid bond is required. The Contractor shall use the form provided in the Specifications. The awarded Contractor shall provide a Payment Bond and Performance Bond for 100-percent of the amount included as the Base Bid indicated on the Bid Form prior to beginning the work if the bid is greater-than \$ 50,000.00. The performance and payment bonds must be provided with five calendar days from the date of the intent to award letter.

The Contractor shall begin the work within five (5) calendar days from the date of a Notice to Proceed and shall perform all site work within the time frame as specified.

The Contractor and their Subcontractors shall comply with all of the requirements of the Delaware Department of Labor, Delaware Prevailing Wage Regulations. Accordingly, the Contractor shall prepare and submit all payroll and time sheet information directly to the Delaware Department of Labor as required and provide a copy to the Owner.

The Contractor shall maintain a drug testing program during the term of the contract in compliance with Delaware Regulation 4104.

Applications for payment shall be submitted by the Contractor to the Capital School District on AIA Documents G702/G703.

At completion of the project and prior to the release of retainage monies, the Contractor shall submit an affidavit of payment of debts and claims, and affidavit of release of liens (AIA sample documents G706/G706A provided in specification).

SECTION 01013 - SUMMARY OF THE WORK - ASBESTOS ABATEMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. **The Project** consists of interior and exterior asbestos abatement at the William Henry Middle School building as follows:
1. **Project Name:** 2025 Asbestos Abatement of the William Henry Middle School.
 2. **Project Location:** William Henry Middle School, 65 Carver Road, Dover, Delaware, 19904.
 3. **Owner:** Capital School District, 198 Commerce Way, Dover, Delaware, 19904
 4. **Work Period:** All of the work must be performed during starting on or about Monday, February 2, 2026 with completion without out exception by Friday, May 29, 2026. **Once the work is started, it must be completed as soon as possible without delay. The performance of this work by the Contractor must not disrupt school operations.**
 5. **Desired Work Schedule:** The Owner desires that all work be completed as soon as possible without the addition of overtime hours.
 6. **Prevailing Wage Rates:** State of Delaware Prevailing Wage Rates are in effect. The project is located in Kent County. See attached letter.
 7. **Liquidated Damages:** The Contractor shall pay liquidated damages at the rate of \$ 2,000.00 per calendar day if substantial completion is not achieved by the dates indicated in this specification.
 8. **Owner's Representative:** Compliance Environmental, Inc. (CEI) will represent the Owner on this project. CEI will be performing routine inspections during the Contractor's work and will act as a liaison between the Contractor and Owner. The Contractor shall provide adequate notice to CEI to provide site meetings and inspections. Adequate notice is the period of time agreed to by the Contractor and Professional Service Firm.
- B. **Contract Documents**, dated October 16, 2025 were prepared for the Project by Compliance Environmental, Inc., 110 Lafferty Lane, Suite A, Dover, Delaware 19901, CEI Project Number CEI-101625. Conditions and requirements are indicated on the Contract Documents including, but not limited to, this specification, drawings, and any addenda to the specifications.

COMPLIANCE ENVIRONMENTAL,

- C. **The Work** consists of the removal of all interior and exterior asbestos-containing materials to prepare the building for demolition. All layers must be removed by the Contractor to expose and abate the asbestos-containing materials. The Contractor shall remove all drop ceilings and track necessary to expose and access the work area for complete abatement. Abate means to perform asbestos-abatement according to these specifications including, but not limited to, waste handling and proper disposal.

Demolition work on the building will not start until all asbestos materials have been removed except in the crawlspace. After the roof, ceilings and walls are demolished, the asbestos abatement work in the crawlspace will be performed with the assistance of the demolition contractor to open the top slab and sides of the crawlspace for access.

All lockers needed to be moved to access asbestos materials shall be removed by the Contractor and stored within the building at an approved location for future disposal by others.

All loose items such as furniture, non-fixed cabinets, desks, etc. will be moved out of the work areas by other prior to the start of the asbestos abatement work. The Contractor shall remove smaller items in their work and store in the building are at no charge to the Owner.

All non-asbestos containing and non-asbestos contaminated items removed to access asbestos can remain in the building for future disposal by others.

Any item to be preserved will be removed from the building prior to the start of the asbestos abatement work.

The Planetarium equipment and seating (except for the dome) will be removed prior to the start of the asbestos abatement work.

Seating within the auditorium will be removed prior to the start of the asbestos abatement work. The concrete seating anchors that penetrate asbestos-containing materials will not be removed prior to the start of the work. The asbestos abatement Contractor shall remove the concrete anchors enough to facilitate completion of their work.

No work shall be performed in or near KCCS since the school will be in operation during the asbestos abatement work. The Contractor shall not block or encumber access to KCCS at any time. Air monitoring near the KCCS wooden door barrier and exterior will be performed at no charge to the Contractor.

The Base Bid item includes all of the work required. The estimated (approximate) quantity of exposed asbestos-containing materials to be removed and disposed for this work is included in Table 1. and Table 2. in this specification.

The Contractor shall include in its lump sum price the cost of removing and disposing of all asbestos-containing materials in listed in Table 1. and Table 2 in his specification and include this cost in the Base Bid item on the bid form.

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The Contractor shall directly coordinate its daily work schedule for the most efficient abatement of asbestos materials required. The work locations are listed as five sections within the building. Once the Contractor starts a work area in the building section, the work in that section must be completed to clearance prior to moving to the next building section.

Exterior and roofing work must be completed as the latest activity on the project to minimize stormwater impact to the building.

The work listed in the crawlspaces is not included in the base bid for this project. The crawlspace work will be performed after the building is demolished to ground level to allow access to the crawlspace. This work will be performed by a negotiated change order or bid at the discretion of the Owner. For the crawlspace work, the demolition contractor will assist the asbestos abatement contractor by providing top access to the crawlspace through the base slab and help with lifting. The Contractor is not guaranteed that they will be performing the crawlspace work and shall have no claim for the crawlspace work under this contract.

As the first task, the Contractor shall install the wooden door barrier in the hallway to entrance to KCCS. Removal of the wooden door barrier shall be the last task when all work has been completed on the project.

D. **Work Activities** required by the Contractor to complete this project shall include the following.

1. **Work to be Performed Under This Contact:** includes complete removal and proper disposal of all asbestos-containing materials. Asbestos locations are shown on the contract documents prepared by Compliance Environmental, Inc. The bulk sampling report is provided for reference.

The total estimated quantity of positive and assumed asbestos-containing materials to be abated and their location is shown on the attached Table 1, Table 2 and drawings.

2. **Work to be Performed Prior to Work Under This Contact:** The Owner shall remove desired non-fixed articles from work area(s) that are not contaminated. All non-fixed articles remaining in work areas shall be moved to non-work areas prior to the start of any asbestos abatement work by the Contractor at no additional cost to the Owner.

3. **Project Site Notices:** The Contractor shall provide, as a minimum and at all times, at a visible location at the project site, the following:

- (i). Equal Employment Opportunity and Minimum Wage Information
- (ii). State of Delaware DNREC 10-Day Notification (provided by Contractor)
- (iii). State of Delaware Prevailing Wage Determination
- (iv). Site Supervisor and Worker Badges
- (v). Air Sampling Results (if any)

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- (vi). Emergency Planning Procedures
- (vii). Subcontractor List
- (viii). Safety Data Sheets

4. **Submittals Prior to Site Work:** The Contractor shall provide the following items to the Owner's Representative prior to asbestos abatement:
- (i). Signed Contracts.
 - (ii). Signed Payment and Performance Bonds (as required).
 - (iii). Certificate of Liability Insurance.
 - (iv). Copy of the State of Delaware DNREC 10-Day Notification.
 - (v). Project Schedule (with updates and needed).
 - (vi). Completed Initial Exposure Assessment Form (Appendix C, Section 01562)
 - (vii). Completed Certificates of Site Worker's Acknowledgment Forms (Appendix C, Section 01560).
 - (viii). Complete list of Project Supervisors and Workers including names and addresses.
 - (ix). Fit test results, medical results, and certifications for all project personnel including Project Supervisors and Workers.
5. **Assumed Asbestos Materials (if applicable):** The project contains assumed asbestos-containing materials located in Table 2. The Contractor shall include in its lump sum price the cost of removing all assumed asbestos materials.
6. **Unit Prices:** The unit prices listed on the bid form could be used to adjust the Contractor's base bid and alternates, add or deduct, for changes in quantities on the project. However, the Owner reserves the right to accept or reject these listed unit prices and to ask the Contractor to provide other pricing based upon project conditions.
7. **Measurements and Dimensions:** It is the Contractor's responsibility to verify all measurements prior to the openings of the bids. Any discrepancies in the measurements or work site conditions must be made prior to the opening of the bids.
8. **Work Area Security & Protection:** In performing the work, the Contractor is responsible for the security of the work area and protection of any and all equipment, materials, and surfaces not scheduled for work activities. The Contractor shall not be provided with a key to building(s) where work is to be performed. **Since the school campus will be in operation during the project work period, the Contractor shall, at all times, take every measure to secure all work areas from intentional or accidental entry by non-authorized people.** It is the Contractor's responsibility to adequately barricade, sign and control access to work areas in such a way to prevent accidental access to Work Areas. Drop cloths shall be installed and used from all exterior access points to work areas. Plastic sheeting shall be installed by

COMPLIANCE ENVIRONMENTAL,

the Contractor to cover all articles and equipment remaining in work areas and other areas prior asbestos removal activities. All drop cloths and plastic sheeting shall be properly disposed by Contractor after use.

9. **Damage Repair & Missing Item Replacement:** The Contractor shall repair or replace, at his own expense, any damage occurring during his activities to any building component not scheduled for asbestos abatement or movement. Any damaged or missing items will be replaced or paid for by the Contractor prior to receipt of final contract payment.
10. **Payment Requests:** The Owner's Representative shall review and recommend payment of all invoices from the Contractor. Invoices shall be submitted by the Contractor in a form acceptable to both the Owner's Representative and Owner.
11. **Critical Barriers:** Critical barriers consisting of two (2) single layers of 6-mil polyethylene sheeting applied separately by the Contractor with varying tape lines shall be installed, as a minimum, at ventilation systems, doors, windows, electrical wall switches and receptacle, and other openings in the work area. See Section 01526 for more information.
12. **Ventilation Systems:** The Contractor shall completely immobilize any ventilation systems in work areas by, as a minimum, by sealing supply and return ducts with critical barriers, locking and tagging the system "off," notifying building operators, and providing proper labeling. See Section 01513 for more information.
13. **Toilet Facilities:** The Contractor can use the buildings toilet facilities during the project. All expendable supplies shall be provided by the Contractor at no cost to the Owner.
14. **Waste Handling, Labeling and Transport:** All asbestos materials shall be thoroughly and adequately wetted and double-bagged in 6-mil poly bags with both bags goose-necked or in double-layers of 6-mil poly for waste which will not fit into bags. All waste shall be sealed in a manner to prevent the contents of the bag from escaping. Double bagging within the work area inside of the containment is prohibited. Waste shall be wetted and placed into a single bagged (or poly wrap) inside of the containment work area and then moved out of the work area to the waste bag out area where the waste will be double bagged. The double bag shall also be goose-necked. All waste shall be properly handled and labeled for disposal by the Contractor. All asbestos-containing and contaminated materials shall be properly handled, labeled stored, transported and disposed by the Contractor in accordance with all federal, state, and local laws, regulations, ordinances, guidelines and the requirements of this specification and the waste disposal facility requirements. Prior authorization is required prior to the Contractor using any open-top dumpsters on the project for asbestos-containing or assumed asbestos-containing wastes. The Owner reserves the right to accept or reject

COMPLIANCE ENVIRONMENTAL,

the use of any waste facility by the Contractor.

15. **Waste Disposal:** All asbestos-containing materials and contaminated asbestos-containing materials including all debris generated during the work shall be properly handled, stored and disposed by the Contractor the licensed and permitted landfill the Contractor provided on the bid form for the project. Any waste disposal facility proposal by the Contractor is subjected to approval by the Owner. **No abatement is to occur or continue until the arrival and preparation of a suitable closed top dumpster or a Delaware Solid Waste Approved Transport Vehicle. The dumpster and/or transport vehicle must be transported directly to the approved landfill facility. If the waste from this project is to be mixed with other projects, this must be done at a properly licensed Delaware transfer facility.** All non-asbestos-containing or non-asbestos-contaminated wastes removed by the Contractor shall be properly disposed. Waste shall be stored in a manner which does not block ingress or egress of the building, rooms, closets, doors or windows and does not pose a fire or safety concern as determined by the Owner or the Owner's Representative. The Contractor shall provide all waste disposal documentation to the Owner's Representative. See Sections 01013 and 02084 of the specification for more information.
16. **Non-Asbestos-Containing or Asbestos Contaminated Materials:** All non-asbestos-containing or asbestos contaminated materials can remain on-site within the building at locations approved by the Owner's Representative. This excludes any waste generated by the Contractor during the work including, but not limited to, trash, debris, and unused materials.
17. **Used of Amended Water:** The Contractor shall use amended water during all asbestos abatement activities. **Dry removal is prohibited on this project.** Care shall be taken by the Contractor considering the right amount of water required not to create leaking conditions or hazards to the work area or surrounding area, including the ceiling of the first floor.
18. **Shower Waste Water:** Shower wastewater shall be either filtered or jelled by the Contractor. All filters and/or jelled water shall be properly handled and disposed by the Contractor as contaminated waste.
19. **Back-Flow Prevention:** The Contractor shall ensure that proper back-flow protection at all sources of water are installed and maintained at all water source hook-ups throughout the project. The Contractor shall use a back-flow preventer device installed in plumbing system closest to the water source to ensure that water flows in only one direction, preventing contaminated water from flowing back into the clean water supply. The device must be OEM designed specifically for back-flow prevention.
20. **Personal Protective Equipment:** Don personal protective equipment prior to entering the work area. Personal Protective Equipment (PPE) shall include as a minimum, full-body coveralls, head and foot covers, and full-faced PAPRs. Contractor employees shall not remove any PPE while in the

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work area.

21. **Mini-Containments (if applicable):** Mini-containments shall only be used where specified. The mini-containment shall be a free-standing structure constructed of a single layer of 6-mil plastic sheeting on the floor, ceiling and walls of the structure. The containment shall have a three-stage decontamination unit, with a shower, at the entrance to the containment and have negative air controls to establish and maintain at all times a minimum pressure differential of minus 0.02 inches of water. The containment shall have “asbestos danger signs” near all entrances and exits. All decontamination procedures shall be strictly implemented by the Contractor.
22. **Sealed Wooden Door Barrier: Install a sealed wooden door barrier at the hallway door at KCCS as the first task on the project.** Remove the barrier as the last task on the project when all of the project work has been completed. The barrier shall be constructed in a manner to prevent accidental entry into work areas. The Contractor shall place “Danger–Construction Area” signs at each barrier location mounted outside of protected areas in clear view. Also, exit signs shall be placed by the Contractor according to OSHA and code requirements. The barrier shall consist of, at a minimum, 5/8-inch thick OSB with wooden support studs at 16-inches on center from the floor to the bottom of the drop ceiling and completely cover the space from side to side of the opening. A double layer plastic 6-mil polyethylene sheeting shall be installed on both sides of the barrier. Each layer of plastic sheeting will extend above the drop ceiling to the roof decking. Seal the space between the top of the wooden wall to the bottom of the roof decking. The barrier shall completely cover all openings and be installed in a manner to prevent damage to the building components, including but not limited to, paint, ceilings, floor coverings and building components.
23. **Filler:** The term “filler” means cementitious materials used at concrete floors. This includes, but not limited to, leveling materials, mortars and patching materials that are in contact with concrete. Filler varies in hardness and thickness from location to location and may be random or completely under larger areas of building materials. The material may contain various admixtures that contribute to its physical properties. If a filler was found to contain asbestos-containing materials, it will be identified in the list of materials to be abated.
24. **Floor Tile Machines (if applicable):** **The use of floor tile machines is allowed on this project at the discretion of the Contractor and if the Contractor can demonstrate after bidding and prior to the start of the work, that proper usage and effective decontamination procedures will be used by the Contractor. If the Contractor elects to use a floor tile machine for any portion of the work herein, prior to its usage, the Contractor shall submit a written Work Plan for review and have the Work Plan approved.**

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The Work Plan shall contain, at a minimum, the following elements:

- (i). The floor tile machine(s) will be visually inspected by the Owner's Representative prior to use on this Project to verify that the machine is clean and containing no viable debris or contamination. If not acceptable, the floor tile machine(s) cannot be used on this Project.
- (ii). The Contractor shall be responsible for any damage caused by the machine(s).
- (iii). Detailed description of the method(s) which will be used by the Contractor to decontaminate the equipment and verify using AHERA visual and air testing clearance protocols, that the equipment was effectively decontaminated. All visual and air testing required will be at no additional cost to the Owner. The Contractor shall provide documentation to the Owner's Representative that it has passed all AHERA visual and air testing clearance protocols prior removal of any floor tile machines from its decontamination area.
- (iv). Decontamination shall be performed prior to moving of the machine(s) out of any Work Area to effectively remove any asbestos residue. Decontamination shall be performed in a dedicated containment (the equipment decontamination/bag-out area can be used provided it can accommodate all of the required activities). After decontamination, the Contractor shall provide documentation to the Owner's Representative that the machine was properly decontaminated prior to removal of the machine out of any Work Area including all air testing results.

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

25. Removal Procedures:

The Contractor shall remove all layers to expose all asbestos-containing materials and abate. All waste shall be thoroughly wetted and double-bagged in 6-mil poly bags and goose-necked or thoroughly wetted and wrapped in double-layers of 6-mil poly for proper disposal. All asbestos-containing, contaminated materials, trash and debris shall be properly handled, stored, transported and disposed by the Contractor in accordance with all Federal, State, and local laws, regulations, ordinances, guidelines, and the requirements of this Specification. Fiber and/or metal drums may be used.

- (i). **Floor Coverings and Mastics:** Asbestos-containing floor coverings

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included mastics, floor tiles and sheet flooring and may be extended under lockers, built-out wood sheeting, drywall or wooden panels. Remove all layers to expose asbestos materials and abate. Floor coverings are single and multiple layers at various locations. Fixed seating and equipment will be removed by others prior to abatement but concrete floor anchors will remain. The Contractor shall remove the amount of the concrete anchors necessary to complete their work. Remove all lockers, clean so that lockers are asbestos-free and store in building for disposal by others. Asbestos-containing floor filler is present at locations indicated and must be abated. Remove all floor coverings and mastic down to the concrete floor within the limits of disturbance shown on the drawings within the work areas using the method as specified. Remove all identified and assumed asbestos-containing materials. The Contractor shall follow the general and specific requirements for removal of asbestos-containing materials for each work area. The finished surface shall be smooth, asbestos free clean surface. Install a three-stage decontamination unit, with shower, at the entrance to the work area containments. The decontamination units shall be installed in such a manner as to allow for separate equipment room/bag-out off to the side. **In No Instance Will the Personal Decontamination Unit Be Used for Bag-out or Equipment Passage.** Install and operate HEPA filtered air filtration devices. Pre-clean any areas needing critical barriers, and install critical barriers. All work areas shall consist of two (2) layers of 6-mil plastic sheeting as critical barriers and two (2) layers of 6-mil plastic sheeting on walls and ceilings. Establish and maintain at all times a pressure differential of minus 0.02 inches of water measured on a strip chart recorder or other approved method. The pressure differential recorder shall be checked several times daily by the Contractor. The Contractor shall supply a calibrated differential pressure manometer capable of monitoring and recording on a strip chart and measuring differential pressure of 0.005 inches of water. The manometer shall be equipped with an automatically activated alarm system which will sound a warning if the pressure rises above the minimum value. All strips charts will be submitted to the Owner's Representative at the completion of the project. **Work will not begin or continue until an adequate differential pressure is achieved and maintained.** Once negative air is established, the Contractor may start the removal work. The Contractor is responsible for proper handling, labeling, storage, transporting and disposal of all wastes. **The use of floor tile machines is allowed on this project at the discretion of the Contractor and if the Contractor can demonstrate after bidding and prior to the start of the work, that proper usage and effective decontamination procedures will be used by the Contractor in accordance with this Section. Prior approval before floor tile machine usage must be obtained from OMB/DFM and the Owner's representative.** All daily air sampling will be laboratory analyzed by Phase Contrast

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Microscopy (PCM) methods unless the Owner or State Agency requires other methods. Final air clearance samples will be by PCM. See Sections 01529, 02081, 02087 and this specification for more information.

- (ii). **Pipe Coverings:** Asbestos-containing pipe coverings including insulation and fittings. Pipe coverings are vertical and horizontal. Some locations are elevated above the floor elevation. Locations may exist throughout the building including at inaccessible locations including, but not limited to, behind cabinets, under the stage and within walls, floors, and ceilings. Remove all identified and assumed asbestos-containing materials. The Contractor shall follow the general and specific requirements for removal of asbestos-containing materials for each work area. The finished surface shall be smooth, asbestos free clean surface. Install a three-stage decontamination unit, with shower, at the entrance to the work area containments. The decontamination units shall be installed in such a manner as to allow for separate equipment room/bag-out off to the side. **In No Instance Will the Personal Decontamination Unit Be Used for Bag-out or Equipment Passage.** Install and operate HEPA filtered air filtration devices. Pre-clean any areas needing critical barriers, and install critical barriers. All work areas shall consist of two (2) layers of 6-mil plastic sheeting as critical barriers and two (2) layers of 6-mil plastic sheeting on walls, ceilings and floors as applicable. Establish and maintain at all times a pressure differential of minus 0.02 inches of water measured on a strip chart recorder or other approved method. The pressure differential recorder shall be checked several times daily by the Contractor. The Contractor shall supply a calibrated differential pressure manometer capable of monitoring and recording on a strip chart and measuring differential pressure of 0.005 inches of water. The manometer shall be equipped with an automatically activated alarm system which will sound a warning if the pressure rises above the minimum value. All strips charts will be submitted to the Owner's Representative at the completion of the project. **Work will not begin or continue until an adequate differential pressure is achieved and maintained.** Once negative air is established, the Contractor may start the removal work. The Contractor is responsible for proper handling, labeling, storage, transporting and disposal of all wastes. All waste shall be thoroughly wetted and double-bagged in 6-mil poly bags and goose-necked or thoroughly wetted and wrapped in double-layers of 6-mil poly for proper disposal. All daily air sampling will be laboratory analyzed by Phase Contrast Microscopy (PCM) methods unless the Owner or State Agency requires other methods. Final air clearance samples will be by PCM. See Sections 01529, 02081, 02087 and this specification for more information.

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- (iii). **Spackling and Joint Compound:** Asbestos-containing spackling and joint is located at drywall. Some drywall is located behind wood paneling. The Contractor shall remove all paneling to expose the drywall for abatement. Remove all identified and assumed asbestos-containing materials. The Contractor shall follow the general and specific requirements for removal of asbestos-containing materials for each work area. The finished surface shall be smooth, asbestos free clean surface. Install a three-stage decontamination unit, with shower, at the entrance to the work area containments. The decontamination units shall be installed in such a manner as to allow for separate equipment room/bag-out off to the side. **In No Instance Will the Personal Decontamination Unit Be Used for Bag-out or Equipment Passage.** Install and operate HEPA filtered air filtration devices. Pre-clean any areas needing critical barriers, and install critical barriers. All work areas shall consist of two (2) layers of 6-mil plastic sheeting as critical barriers and two (2) layers of 6-mil plastic sheeting on ceilings and floors. For ceiling abatements, install plastic sheeting on walls and floors. Establish and maintain at all times a pressure differential of minus 0.02 inches of water measured on a strip chart recorder or other approved method. The pressure differential recorder shall be checked several times daily by the Contractor. The Contractor shall supply a calibrated differential pressure manometer capable of monitoring and recording on a strip chart and measuring differential pressure of 0.005 inches of water. The manometer shall be equipped with an automatically activated alarm system which will sound a warning if the pressure rises above the minimum value. All strips charts will be submitted to the Owner's Representative at the completion of the project. **Work will not begin or continue until an adequate differential pressure is achieved and maintained.** Once negative air is established, the Contractor may start the removal work. All daily air sampling will be laboratory analyzed by Phase Contrast Microscopy (PCM) methods unless the Owner or State Agency requires other methods. Final air clearance samples will be by PCM. See Sections 01529, 02081, 02087 and this specification for more information.
- (iv). **Cement Panels:** Asbestos-containing cement panels are located on walls and ceilings. Cement panels consist of two panels with fiberboard insulation in between the two panels. Some areas have panels extending from floor to roof and some areas panels are only located above drop ceilings. The Contractor shall remove all of the drop ceiling and track necessary to expose and access the work area for complete abatement. In the Gymnasium, elevated panes are located around metal HVAC ductwork and on the west wall. The Gymnasium ceiling height is approximately 28 vertical feet. The Contractor shall include the removal of the metal structure as

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necessary to access the asbestos cement panels in the Gymnasium. Remove all identified and assumed asbestos-containing materials. The Contractor shall follow the general and specific requirements for removal of asbestos-containing materials for each work area. The finished surface shall be smooth, asbestos free clean surface. Install a three-stage decontamination unit, with shower, at the entrance to the work area containments. The decontamination units shall be installed in such a manner as to allow for separate equipment room/bag-out off to the side. **In No Instance Will the Personal Decontamination Unit Be Used for Bag-out or Equipment Passage.** Install and operate HEPA filtered air filtration devices. Pre-clean any areas needing critical barriers, and install critical barriers. All work areas shall consist of two (2) layers of 6-mil plastic sheeting as critical barriers and two

(2) layers of 6-mil plastic sheeting on ceilings and floors. For ceiling abatements, install plastic sheeting on walls and floors. Establish and maintain at all times a pressure differential of minus 0.02 inches of water measured on a strip chart recorder or other approved method. The pressure differential recorder shall be checked several times daily by the Contractor. The Contractor shall supply a calibrated differential pressure manometer capable of monitoring and recording on a strip chart and measuring differential pressure of 0.005 inches of water. The manometer shall be equipped with an automatically activated alarm system which will sound a warning if the pressure rises above the minimum value. All strips charts will be submitted to the Owner's Representative at the completion of the project. Work will not begin or continue until an adequate differential pressure is achieved and maintained. **Once negative air is established, the Contractor may start the removal work. All daily air sampling will be laboratory analyzed by Phase Contrast Microscopy (PCM) methods unless the Owner or State Agency requires other methods. Final air clearance samples will be by PCM. See Sections 01529, 02081, 02087 and this specification for more information.**

- (v). Wall Adhesives and Glue Dots: Wall adhesives and glue dots are located behind some dry erase and chalkboards in classrooms. The Contractor shall remove dry erase and chalkboards required to gain access to materials for complete abatement. Remove all layers to expose asbestos-containing materials and abate. Remove all identified and assumed asbestos-containing materials. The Contractor shall follow the general and specific requirements for removal of asbestos-containing materials for each work area. The finished surface shall be smooth, asbestos free clean surface. Install a three-stage decontamination unit, with shower, at the entrance to the work area containments. The decontamination units shall be installed in such a manner as to allow for separate equipment room/bag-out off to the side. **In No Instance Will the Personal Decontamination Unit Be Used for Bag-out or Equipment Passage.** Install and operate HEPA filtered air filtration devices. Pre-clean any areas needing critical barriers, and install critical barriers. All work areas shall consist of two (2) layers of 6-mil plastic sheeting as critical barriers and two (2) layers of 6-mil plastic sheeting on ceilings and floors.

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Establish and maintain at all times a pressure differential of minus 0.02 inches of water measured on a strip chart recorder or other approved method. The pressure differential recorder shall be checked several times daily by the Contractor. The Contractor shall supply a calibrated differential pressure manometer capable of monitoring and recording on a strip chart and measuring differential pressure of 0.005 inches of water. The manometer shall be equipped with an automatically activated alarm system which will sound a warning if the pressure rises above the minimum value. All strips charts will be submitted to the Owner's Representative at the completion of the project. Work will not begin or continue until an adequate differential pressure is achieved and maintained. Once negative air is established, the Contractor may start the removal work. All daily air sampling will be laboratory analyzed by Phase Contrast Microscopy (PCM) methods unless the Owner or State Agency requires other methods. Final air clearance samples will be by PCM. See Sections 01529, 02081, 02087 and this specification for more information.

(vi). **Wiring:** Asbestos-containing wiring is located at the stage in the Auditorium. The Contractor shall follow the general and specific requirements for removal of asbestos-containing materials for each work area. Wiring can be abated using a mini-containment. The mini-containment shall be a free-standing structure constructed of a single layer of 6-mil plastic sheeting on the floor, ceiling and walls of the structure. The containment shall have a three-stage decontamination unit, with a shower, at the entrance to the containment and have negative air controls to establish and maintain at all times a minimum pressure differential of minus 0.02 inches of water. The containment shall have "asbestos danger signs" near all entrances and exits. All decontamination procedures shall be strictly implemented by the Contractor. All daily air sampling will be laboratory analyzed by Phase Contrast Microscopy (PCM) methods unless the Owner or State Agency requires other methods. Final air clearance samples will be by PCM. See Sections 01529, 02081, 02087 and this specification for more information.

(vii). **Break-Ins:** Break-ins are required to located pipe coverings and heat shields at inaccessible locations within walls, floors, and ceilings. Break-ins at crawlspaces will be performed later and not included in the base bid. Each location may require several break-ins. Break-in points require opening up floors, walls, and ceilings at each location. Plumbing pipe insulation, fittings, asbestos heat shields, flooring materials and other asbestos-containing materials may be located inside floors and walls. Wall, ceiling and floor substrates vary throughout building. Each location shown on the drawings may require multiple break in points and may contain multiple asbestos-containing materials. Remove all layers to expose asbestos-

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containing materials and abate. Prior to any break-in, the Contractor shall construct a mini-containment and be prepared to abatement any asbestos-containing materials found at each location. If asbestos-containing materials are found, the Contractor shall immediately abate the material. See other sections of this specification for specific abatement requirements for the asbestos-containing material found within the break-in. The Contractor shall include in its bid the cost of this work for the number of break-in locations and assumed asbestos-containing material quantities located on the tables within this specification.

- (viii). **Fire Doors:** An asbestos-containing fire door is located at the hallway entrance to the boiler room. The Contractor shall dismantle the door without damaging the door for wrapping and disposal. Wrap the door with two separate layers of 6-mil plastic sheeting and seal. Perform the work using amended water and place water inside the door wrap. Wrap the door in a manner to retain liquid inside the wrapping. Affix all required labels and properly handle and dispose as asbestos-containing waste.
- (ix). **Sink Undercoatings:** The sinks shall be removed, bagged, and properly disposed as asbestos-containing waste. **Prior to removal, the Contractor shall verify that water to the sink has been shut-off and purged.** If not performing the work in an existing containment, install containments, negative air controls and decontamination units as specified. Build a containment consisting of two (2) layers of 6-mil plastic sheeting as critical barriers and one (1) layer of 6-mil plastic sheeting on ceilings, walls and floor. Layers shall be applied separately by the Contractor with varying tape lines. Install negative air controls and decontamination units as specified. Once negative air is established, the Contractor may start removing the sink undercoatings if gross removal will be used. The Contractor may use wrap and take procedures in lieu of gross removal. All waste shall be handled, labeled and disposed as specified. Final inspection shall consist of a visual inspection and air sampling. All daily air sampling will be laboratory analyzed by Phase Contrast Microscopy (PCM) methods unless the Owner or State Agency requires other methods. Final air clearance samples will be by PCM. See Sections 01529, 02081, 02087 and other specification sections for more information.
- (x). **Kiln:** The Contractor shall dismantle the kiln located in the Art Room to expose all asbestos-containing materials and abate. The Contractor shall dismantle the kiln to expose all asbestos-containing materials. The Contractor shall remove and dispose of all asbestos-containing materials. After completely disassembling the kiln, the Contractor shall leave all non-asbestos-containing materials within the work area for safe disposal as non-contaminated debris by Others.

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The Contractor shall follow the general and specific requirements for removal of asbestos-containing materials for each work area. The kiln can be abated using a mini-containment. The mini-containment shall be a free-standing structure constructed of a single layer of 6-mil plastic sheeting on the floor, ceiling and walls of the structure. The containment shall have a three-stage decontamination unit, with a shower, at the entrance to the containment and have negative air controls to establish and maintain at all times a minimum pressure differential of minus 0.02 inches of water. The containment shall have "asbestos danger signs" near all entrances and exits. All decontamination procedures shall be strictly implemented by the Contractor. All daily air sampling will be laboratory analyzed by Phase Contrast Microscopy (PCM) methods unless the Owner or State Agency requires other methods. Final air clearance samples will be by PCM. See Sections 01529, 02081, 02087 and this specification for more information.

- (xi). Interior and Exterior Materials Including Roofing Materials, Caulks, Glazings, Mastics, Roof Coating, Asphalt Rolled Roofing, and Flashing Tar: Perform interior and exterior materials including roofing materials abatement latest task when completing the work in each section. Materials may be horizontal or vertical. Some locations contain remnants of past removal and need to be completely abated. Remove all layers to expose asbestos-containing materials and abate. All interior work shall follow the requirements for signage, preparation, critical barriers, full containments, negative air controls, decontamination, proper waste handling and disposal and all other requirements. Interior work procedures shall use critical barriers, full containment, amended water and decontamination. Exterior work shall follow procedures including signage, drop cloth, barrier tape, decontamination, proper waste handling and disposal and all other requirements. Remove flashing tar as much as possible at KCCS Building without damaging brick. All roof sections are elevated and the Contractor shall follow OSHA regulations for working at these locations. The Contractor shall directly coordinate its daily work schedule with the roofing contractor and modify its work practices when necessary to ensure no stormwater or moisture damage to the building during the work period. The Contractor shall follow the general and specific requirements for removal of asbestos-containing materials removal provided in this specification. The Contractor shall completely remove all layers of materials to access and abate asbestos-containing materials. Any non-asbestos-containing or non-asbestos contaminated materials needed to be removed by the Contractor to expose asbestos materials shall be properly disposed by the Contractor. The finished surface shall be smooth and allow the installation of new roofing materials. Roof areas and mechanical equipment contain multiple layers and varying

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

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three-stage decontamination unit with a shower shall be provided and used by the Contractor during the work. As a minimum, all workers shall shower at the end of each shift. The Contractor shall ensure the integrity of all decontamination facilities. All decontamination procedures shall be strictly implemented by the Contractor. All roofing materials shall be thoroughly wetted. Final inspection shall consist of a visual inspection. No final air clearance samples will be required in work areas. See Section 01013, 02081 and other sections of this specification for more information.

- (xii). **Cement Vent Pipe:** An asbestos-containing cement vent pipe is located near the boiler room chimney. The pipe extends from outside the building down into the building. The Contractor shall completely remove the vent pipe and all remnants using the requirements for exterior roofing material removal procedures listed above. Final inspection shall consist of a visual inspection. No final air clearance samples will be required in work areas.
- (xiii). **Valves and Gaskets:** The Contractor shall dismantle pipework to abate all valve and flange gaskets in the boiler room, in walls, above ceilings and below floors. Valves and gaskets at crawlspaces will be performed later and not included in the base bid. Asbestos-containing piping valve, fitting and equipment gaskets shall be removed, bagged, and properly dispose. **Prior to removal, the Contractor shall verify that all utilities have been shut-off and purged.** Prior to disturbing asbestos-containing materials, the Contractor shall install containments, negative air controls and decontamination units as specified. The work area shall consist of two (2) layers of 6-mil plastic sheeting as critical barriers and one (1) layer of 6-mil plastic sheeting on ceilings, walls and floors. Layers shall be applied separately by the Contractor with varying tape lines. Once negative air is established, the Contractor may start removing the asbestos heat shields. All waste shall be handled, labeled and disposed as specified. Final inspection shall consist of a visual inspection and air sampling. All daily air sampling will be laboratory analyzed by Phase Contrast Microscopy (PCM) methods unless the Owner or State Agency requires other methods. Final air clearance samples will be by PCM. See Sections 01529, 02081, 02087 and other specification sections for more information.

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- (xiv). **Fire Tube Boilers:** The Contractor shall dismantle the two Cleaver Brooks fire tube boilers located in the boiler room for an internal inspection to locate asbestos-containing materials. If asbestos is found, the Contractor shall abate. Additionally, abate all fire brick located under the boilers. The Contractor shall remove and dispose of all asbestos-containing materials from the boilers. After completely disassembling the boilers, the Contractor shall leave all non-asbestos-containing materials within the work area for safe disposal as non-contaminated debris by Others. During the boiler disassembly process, the Contractor shall remove, as a minimum, all packing, gaskets, rope, insulating boards, asbestos-containing cements, asbestos baffle tiles, brick and asbestos-containing castable refractory. The Contractor shall also remove all asbestos-contaminated debris from the boiler room. The Contractor shall determine the proper sequence of asbestos abatement activities at the boiler. The following items shall be considered by the Contractor and are not provided in sequential order:
- a. Install a three-stage decontamination unit, with shower, at the entrance to the boiler room containment area. The decontamination unit will be installed in such a manner as to allow for a separate equipment room/bag-out off to the side. In no instance will the personal decontamination be used as a bag-out/equipment passage. Install and run HEPA filtered negative air machines throughout containment preparation. Pre-clean any areas needing critical barriers. Install critical barriers and seal all penetrations with two **(2) layers of 6-mil polyethylene.**
 - b. The work area containment shall consist of two layers of critical barriers and two layers of fire-retardant 6-mil polyethylene sheeting on the walls and floors, and one layer of poly on the ceiling. The contractor will ensure all floor drains are sealed.
- c. Establish and maintain a pressure differential of -0.02 inches of water measured on a strip chart recorder or other approved method. The pressure differential recording device will be checked several times daily by the Owner's Representative. The Contractor shall supply a differential pressure manometer that is capable of monitoring and recording on a strip chart, differential pressure of 0.005 inches of water. The manometer shall be equipped with an automatically activated alarm system, which will sound a warning if the pressure drops below the preset value. All strip charts will be turned into the Owner's Representative at the completion of the project.
- Work will not begin or continue until an adequate differential pressure is achieved and maintained. Windows used to exhaust the negative air will be protected with plywood if the windows are located at ground level or below. The pressure differential recorder shall be checked several times daily by the Contractor. HEPA filtered local exhaust systems will be used to establish air flow through the contained work areas and maintained until final analytical

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clearance has been determined. The systems will be vented to the exterior of the buildings through the use of non-collapsible venting attachments.

- d. All electric power shall be shut down in the work area that is possible. Provide temporary power to the work area in accordance with section 01503. Temporary electrical utilities will be supplied by the Owner.
- e. The Contractor shall ensure that for all water sources proper back-flow protection at hook-ups from sources of water. A hot water heater will be supplied and used by the Contractor (see Section 01513).
- f. Contractor must ensure the integrity of the enclosures and decontamination facilities. Inspection windows are required for each enclosure (see Section 01526).
- g. All asbestos-containing material shall be wetted with amended water during abatement. Dry removal of asbestos will not be allowed.
- h. All workers must have their current State of Delaware Asbestos Worker Badge as well as a copy of their current medical information in order to work at the project site (this includes set up and tear down, no exceptions).
- i. The Contractor shall place a fire extinguisher and have a first aid kit at each containment. An additional fire extinguisher shall be provided by the Contractor where containments exceed 1,000 square feet.
- j. Contractor will provide extra, new respirators, disposable overalls, head covers, and footwear covers for use by authorized visitors. All decontamination procedures are to be strictly adhered to. A signed copy of the Workers Acknowledgment must be obtained from each worker (see Section 01560).
- k. Three stage decontamination units are required for each work area except for those areas approved for "glove-bag" work. An equipment decontamination unit consisting of the following arrangement of rooms, Clean Room, Holding Room, Wash Room for the removal of equipment and material from the Work Area, is required. Personnel are not to enter or exit the Work Area through the Equipment Decontamination Unit (see Section 01563).
- l. Remove all interior and exterior insulations, if applicable. Follow proper gross removal procedures. After all removal is

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complete, fine clean the area prior to encapsulation and final clearances.

- m. PAPRs will be used for set up, removal, final cleaning and tear down. If any friable materials are discovered during boiler demolition, the Contractor may be required upgrade to Type C, Grade D respirators operated in pressure demand mode at no additional charge to the Owner if the fiber counts reach the Permissible Exposure Limit (PEL) at any time.
- n. Final inspection shall consist of a visual inspection and air sampling. Daily air samples will be by Phase Contrast Microscopy (PCM). Final air clearance samples will be by PCM.
- o. The Contractor shall be responsible for the proper disposal of all asbestos and non-asbestos boiler materials associated with the abatement project. All asbestos-containing materials shall be properly disposed by the Contractor as contaminated waste in accordance with all Federal, State, and local laws, regulations, ordinances, guidelines, and the requirements of this Specification. All non-asbestos-containing materials and non-asbestos contaminated material can remain on the site at a location approved by the Owner's Representative.

26. **Abatement Activities:** All abatement of asbestos containing materials shall be performed in a proper wetted condition using amended water. Dry removal of asbestos containing materials is not permitted. See Section 01527 and 02081 for more information. The Contractor shall take the necessary precautions to protect all computer, fiber optic and electronic equipment including building sensors from damage during the Contractor's activities and also including, but not limited to, walls, ceilings, floors outside work areas, doors, thresholds, and fixed objects within work area(s). Any damaged painted surfaces shall be repaired at the Contractor's expense. The Owner has a zero tolerance for drugs, alcohol, tobacco products and weapons. The use or possession of drugs, tobacco products, weapons, firearms, dangerous devices, or destructive devices is prohibited and will not be tolerated at buildings or properties. Additionally, the use of vulgar language will not be tolerated on school grounds.

27. Three (3) stage decontamination stations (units) will be erected, operated, maintained, and removed by the Contractor. The decontamination stations will be erected in such a manner to allow for a secured entrance during non-working hours. At no time will workers move around outside of the work area without clothing. At no time will equipment be moved out of containment decontamination. The equipment/bag-out room must be used for equipment movements. **Only new single use pop-up decontamination**

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units will be allowed on site and must be disposed with the waste from this project. A pop-up can be used more-than once on a single project at the discretion of the Project Monitor. See Section 01563 for more information.

28. **Bag-Out:** Bag-out activities shall be performed by the Contractor prior to the end of the work day. All waste must be removed from work areas prior to the end of the work day. At no time are the workers allowed to move around outside of the building in abatement coveralls with exception to bag-out activities, which will occur during approved hours each day. All bags shall be leak-proof and have a “goose-neck” seal and labeling. See Section 01527 for more information.
29. **Air Sampling (if applicable):** All daily air sampling will be laboratory analyzed by Phase Contrast Microscopy (PCM) methods unless the Owner or State Agency requires other methods. Final air clearance samples will be by visual inspection and PCM or Transmission Electron Microscopy (TEM) methods. See Section 02081 and this specification for more information.
30. **Aggressive Air Sampling (if applicable):** The Contractor shall provide, at no additional cost to the Owner, the leaf blower(s) and fan(s) required by the Owner’s Representative to perform proper aggressive air sampling.
31. **Lock-Down (if applicable):** All non-visible asbestos residue shall be encapsulated with a coating of penetrating encapsulant applied in strict accordance with the manufacturer’s directions. The Contractor shall schedule the application of lock-down with the Owner’s Representative prior to application. See Section 01527 for more information.
32. **Use of Drawings:** All drawings provided in the Specification are diagrammatic, not to proportion and are not to scale. Drawings are provided to the Contractor for reference purposes. The Contractor shall develop and verify the actual quantities and locations required for all of the work and consider these actual quantities when preparing its bid.
33. **Work Areas adjacent to Occupied Areas (if applicable):** When asbestos abatement work areas are adjacent to occupied areas, the Contractor shall install and maintain sealed wooden barriers which extend from floor to ceiling with signage and lockable access doors to prevent occupants from entering into work areas.
34. **Scaffolding, Lifts and Ladders:** If scaffolding is used, the Contractor must erect, use, and disassemble the scaffolding in accordance with OSHA Standards. Additionally, all lifts and ladders shall meet and be used in accordance with OSHA Standards. The Contractor shall insure that floors and all other building components are protected during the use of scaffolding, lifts and ladders. The Contractor shall use only trained personnel when using scaffolding, lifts and ladders.

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35. **Exhaust from Negative Air Machines (if applicable):** Windows, doors or other building openings used to exhaust negative air shall be protected by the Contractor by installing plywood and bracing if the opening is located on the first floor or below. The plywood and bracing shall be installed in a manner by the Contractor that prevents damage to the building components and prevents unauthorized access into the building.
36. **Permanent Objects in the Work Area:** Where permanently mounted objects are present in the work area, the Contractor shall protect these objects from contamination and damage from their activities.
37. **Electric Power:** The Owner will provide electrical power to the Contractor for their use. However, if the electrical power needs to be disturbed by the Contractor for their work, the Contractor, at no cost to the Owner shall provide the needed utility by an external source.
38. **Water Service:** The Owner will provide water service to the Contractor for their use. However, if the water services needs to be disturbed by the Contractor for their work, the Contractor, at no cost to the Owner shall provide the needed utility by an external source.
39. **Heating:** The Owner will provide basic heating to the Contractor for their use. However, if the heating system needs to be disturbed by the Contractor for their work, the Contractor, at no cost to the Owner shall provide the needed utility by an external source.
40. **Lighting:** The Owner will provide basic lighting to the Contractor for their use. However, if lighting needs to be disturbed by the Contractor for their work, the Contractor, at no cost to the Owner shall provide the needed utility by an external source.
41. **Visitor Personal Protective Equipment:** The Contractor shall provide, at no additional cost to the Owner and their representatives, respirators, disposable coveralls, head covers, and foot covers all at new condition.
42. **Contractor Project Staffing:** A minimum of three (3) asbestos personnel are required to be present at the project site at all times. The Contractor's on-site supervisor must be able to make timely decisions for this company and must be on-site at all times. **Prior to any site activity, the Contractor shall submit the name and address of each supervisor, worker and any other person he intends to use at the project site for informational screening including the registered sex offenders list and other lists by the Owner. The Contractor shall be notified by the Owner if their personnel will be allowed to work at the project site based upon the results of the screening. The Capital School District reserves the right to reject any proposed Contractor personnel for this project. (Section 01043)**

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43. **Personnel Clothing Requirement:** At no time will the Contractor's employees expose bare skin or remove any articles of clothing in clear sight of building occupants or users inside or outside of the building and on the property except at work area designated as hygiene shower out locations.
44. **Project Supervisor:** During all asbestos abatement work, a State of Delaware licensed Supervisor, employed by the Contractor, shall be on site at all times. The licensed Supervisor shall maintain all daily records as required and direct field efforts.
45. **Project Monitor Must Be On-Site:** The Contractor shall not begin or continue work for any asbestos abatement related activities until a certified Project Monitor is resident at the site. The Project Monitor must be on the site at all times during asbestos abatement related activities. The Contractor shall provide adequate notice to the Professional Service Firm providing the Project Monitor. Adequate notice is the period of time agreed to by the Contractor and Professional Service Firm.
46. **Damage Repair:** The Contractor shall repair or replace, at his own expense, any damage occurring from his activities for items the Owner desires to save prior to demolition or any building component. Any damaged items will be replaced or paid for by the Contractor prior to receipt of final contract payment.
47. **Stop Work:** If the Owner, or the Owner's Representative presents a written stop work order to the Contractor, the Contractor shall immediately stop all work in a fashion not to create an asbestos exposure hazard to workers, building occupants, or others. See this Section for more information.
48. **Building and Property Usage:** The Contractor shall not unreasonably encumber the site with materials or equipment and may be required to share the project site with others. Stockpile of materials at locations after approved by the Owner's Representative. If additional off-site storage is need by the Contractor, the off-site storage will be provided by the Contractor at no additional cost to the Owner. Smoking or open fires will not be permitted within the building. Alcoholic beverages and non-prescription drugs use are prohibited within buildings or on the property. No permanent modifications shall be made to any building component, sidewalk, parking area, signage, or any other appurtenances without expressed written permission from the Owner. See this Section for more information.
49. **Break-Ins:** The location of break-ins are assumed. Break-in points require opening up floors, walls, and ceilings at each location. Pipe coverings and heat shields may be located inside of equipment, inside floors, above ceilings and inside walls. Wall substrate type and thickness varies throughout building. Each location shown on the drawings may require multiple break points. Asbestos-containing materials may or may not be present within spaces. Symbols on the drawings represents several locations in area which require break-ins.

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50. **Crawlspaces (Not Included in the Base Bid):** Crawlspace abatement work must be performed after the building structure has been demolished to ground level. This will require the asbestos abatement Contractor to remobilize to perform the work. The demolition contractor will assist the asbestos abatement contractor by opening the crawlspace concrete top slab so that access into the crawlspace can be achieved. All asbestos-containing materials must be removed from the crawlspaces.
51. **Cement Panels:** Cement panels are exposed and hidden behind and below lockers, behind wood and behind drywall. Removal by the Contractor of built-ins, shelving and lockers are required for access. The Contractor shall remove all layers to expose the asbestos and abate. Panels extend above drop ceilings except where noted. Panels are a composite of two single layers asbestos on both sides with insulation in the center.
- E. **Single Prime Contract:** The Work will be constructed under a single prime contract. The Contractor shall not sublet this contract without expressed written permission from the Owner.
- F. **Pre-abatement assessment:** A comprehensive pre-abatement assessment will be completed by the Contractor, Owner's Representative, and any other individual authorized by the Owner. An agreed list of damage to structures, surfaces, equipment shall be developed and agreed upon prior to the commencement of work by the Contractor.
- G. **Contaminated Areas:** Any areas found to be contaminated in the opinion of the Owner's Representative or Owner after the removal of asbestos containing material shall be decontaminated using a combination of HEPA vacuum and wet cleaning techniques by the Contractor at no additional expense to the Owner.
- H. **Plan of Action:** The Contractor shall submit a detailed plan of action which details proposed procedures used for complying with all of the requirements of this specification. Included in the plan shall be the location and layout of decontamination areas, the sequence of asbestos work, the interface of all trades, methods used to ensure safety of the workers, building occupants, and visitors to the site, and a detailed description of methods that will be used to control pollution.
- I. **Potential Asbestos Hazard:** The disturbance of asbestos-containing materials may cause asbestos fibers to be released into the building and/or exterior atmosphere thereby creating a potential health hazard to workers, building occupants, and others. The Contractor shall inform all workers, supervisors, subcontractors, and Owner's Representatives who will be at the project site of the seriousness of the hazard and of proper work procedures which must be followed. The Contractor shall, continuously and at all times, take the measures necessary including, but not limited to, procedures, work practices, and methods, to ensure complete compliance with federal, state, and local regulations and eliminate the potential for asbestos exposure.

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- J. Site Safety:** The Contractor shall at all times comply with all applicable federal, state and local, laws and regulations, including environmental, health and safety laws and regulations, pertaining to its services. The Contractor represents it is familiar with all aspects of the job site including, but not limited to, site conditions and site access limitations and hazards associated with asbestos removal and abatement. The Contractor shall be solely responsible for the safety of its personnel, subcontractors or any third party in its work areas or common areas and Contractor hereby releases and indemnifies Client and Owner's Representative from any and all claims brought by, or on behalf of itself, its employees or its subcontractors arising out of or in connection with its Contractor's services or presence at the job site. Prior to the start of daily work, and at the conclusion of each day, the Contractor shall visually inspect his work areas and all areas required to access his work areas. Any unsafe conditions found during any inspection shall be reported to the Owner's Representative immediately in writing subsequent to each inspection. The report provided by the Contractor to the Owner's Representative shall adequately describe the unsafe condition and the procedures the Contractor has immediately taken to correct the unsafe condition. The Contractor shall promptly report any and all accidents to the Owner's Representative in writing, and shall include sufficient details regarding the accident and procedures implemented by the Contractor to prevent similar accidents. The Contractor shall be responsible for reporting accidents to the appropriate regulating agency as may be required by applicable law or regulation.
- K. Specification Sections:** The work includes the removal of asbestos-containing materials according to the requirements provided in this specification and included in the specification sections listed on the Table of Contents.

1.3 WORK SEQUENCE

- A. The Work** will be conducted in distinct phases at each abatement location.
1. Each work phase shall consist of pre-cleaning, establishing of work areas, installation of engineering controls, abatement, post abatement inspection and sampling.
 2. The following inspections will be performed by the Contractor and Owner's Representative simultaneously for project activities:
 - a. Pre-Cleaning: A visual inspection of all pre-cleaned surface areas. This inspection will occur prior to the installation of polyethylene sheeting on walls, floors, and other surfaces. Decontamination units must be operable and critical barriers installed prior to pre-cleaning activities.
 - b. Work Area: Work areas will be visually inspected each day prior to the start of work activities and upon work completion each day to insure that the integrity of the containment is in compliance with these

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specifications. This inspection does not relieve the Contractor of their responsibilities of performing the work in accordance with these specifications.

- c. Post Abatement: A visual inspection of each work area will be performed following successful clearance air sampling and prior to commencing containment tear-down.
- d. Substantial Completion: After completion of all applicable demolition, reinstallation, cleaning, and all other asbestos abatement activities, a final inspection will be performed after final cleaning of all work areas prior to re-occupancy of said areas by the Owner.

1.4 ASBESTOS-CONTAINING MATERIALS:

- A. **The Work** of this contract involves activities that will disturb asbestos-containing materials (ACM). The location and type of ACM known to be present at the work site and set forth in the "Schedule of Asbestos-Containing Materials" and tables at the end of this section. If any other ACM is found, notify the Owner's Representative, other employers and employees about the location and quantity of the ACM immediately upon discovery.
- B. Asbestos containing building materials are known to be present at the project site. If the Contractor finds any other materials which are suspected of containing asbestos, the Contractor shall immediately notify the Owner's Representative. See the attached Table 1. for a summary of confirmed asbestos-containing materials at the site.

1.5 ASBESTOS HEALTH RISK:

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

1.6 CONTRACTOR USE OF PREMISES

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

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beyond the areas in which the Work is indicated.

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

1.7 OCCUPANCY REQUIREMENTS

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

1.8 AIR MONITORING BY THE OWNER

- A. The Owner has contracted for air monitoring.** Air monitoring may be conducted both outside and inside of the work area during the work, and for clearance sampling at the end of the project

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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 which may challenge the ability of the Work Area isolation procedures to protect the balance of the building or outside of the building from contamination by airborne fibers.
- B. Work area clearance:** Clearance air sampling by the Owner's air monitor at the completion of asbestos abatement work is described in Section 01711 Project Decontamination.
- C. Air monitoring** required by OSHA is work of the Contractor and is not covered in this section

1.9 SCHEDULE OF AIR SAMPLES BY OWNER

- A. Sample cassettes:** Samples will be collected on 25 mm. cassettes as follows:
1. **PCM:** 0.8 micrometer mixed cellulose ester.
 2. **TEM (if required):** 0.45 micrometer mixed cellulose ester or 0.40 micrometer polycarbonate, with 5.0 micron mixed cellulose ester backing filter.
- B. Number and Volume of Samples:** The number and volume of air samples given in the schedules is approximate. The exact number and volume of samples collected by the Owner may vary depending upon job conditions and the analytical method used.
- C. Sample Volume and Sensitivity:**

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

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

Where:

- | | | |
|---------------------------|---|----------------------------------------------------------------------------------------------------------|
| Number of fibers | = | 5 fibers/100 fields, based on a limit of detection (LOD) of 7 fibers/mm² on the filter |
| Area of 100 fields | = | 0.785mm² |
| Total Filter Area | = | 385mm² |
| Limit Value | = | as specified in the schedules of samples below. |

- a. For purposes of this specification, the sample volume calculated above will be considered to be of sufficient size so that there is a 95% level of confidence that the value measured by each individual sample at the limit of detection (LOD) is less than or equal to the limit values specified below.
 - b. For purposes of this specification, the Limit of Detection (LOD) is defined as 7 fibers/mm² on the filter or 5 fibers/100 fields.
 - c. For purposes of this specification overloaded samples will be considered as exceeding the applicable limit value.
2. **TEM:** Analytical Sensitivity of 0.05 structures/cc as set forth in the AHERA regulation.

D. Baseline:

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

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2. PCM Samples

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

3. TEM Samples:

Location	Number	Analytical	Approx. Rate
Sampled	of	Sensitivity	Volume
	Samples	(Struct./cc.)	(Liters/Minute)
Each Work Area	1	0.005	1,300 1-10
Outside Each Work Area	1	0.005	1,300 1-10
Outside Building	1	0.005	1,300 1-10

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

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

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

E. Daily:

1. From start of work of Section 01526 Temporary Enclosures through the work of

Section 01711 Project Decontamination, the Owner may take samples.

2. **Sample volume and sensitivity:** inside the work area may vary depending upon conditions in the work area. If samples are overloaded at the sample volume required for a limit value equal to the “Stop Action Levels” or “Immediate Stop Action Levels” given later in this section, the level is considered to have been exceeded.

3. **PCM Samples:**

Location Sampled	Number of Samples	Limit Value (Fibers/cc)	Approx. Rate Volume (LPM)
Each Work Area	2	0.01	1,000
Outside Each Work Area at Critical Barrier	1	0.01	1,000
Clean Room	1	0.01	1,000
Equipment Decon	1	0.01	1,000
Outside Building	1	0.01	1,000
Output of Pressure Differential System	1	0.01	1,000

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

1.10 ANALYTICAL METHODS USED BY THE OWNER

A. The following methods will be used by The Owner in analyzing filters used to collect air samples. Sampling rates may be varied from printed standards to allow for high volume sampling.

1. Phase Contrast Microscopy (PCM) will be performed using the NIOSH 7400 method.
2. Transmission Electron Microscopy (TEM) will be performed using the analysis method set forth in the AHERA regulation 40 CFR Part 763 Appendix A.

1.11 LABORATORY TESTING BY OWNER

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

1.12 **FIBERS AND STRUCTURES**

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

1.13 **ADDITIONAL TESTING**

- A. **The Contractor may conduct** air monitoring and laboratory testing. If he elects to do this the cost of such air monitoring and laboratory testing shall be at no additional cost to the Owner. A NIOSH-582 certified microscopist will be on-site during the afternoon hours to provide analysis of available PCM samples by NIOSH Method 7400. Verbal report on air samples will be provided that day.

1.14 **PERSONAL MONITORING**

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

PART 2 - PRODUCTS (Not Applicable) PART 3 - EXECUTION

3.1 SITE WORKERS

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

3.2 MINIMUM PERSONAL PROTECTION EQUIPMENT

- A. **All site workers engaged in asbestos abatement activities shall use, at all times and as a minimum, full face Powered Air Purifying Respirators (PAPR) respiratory protection equipment.** The Contractor shall perform the required OSHA worker and supervisor personal monitoring and personal air sampling. The Owner's Representative will not be performing personal monitoring and personal air sampling for this project.

3.3 STOP ACTION LEVELS

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

Table 1. Action Level and Stop Action Fiber Concentrations.

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

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

B. Outside Work Area: If any air sample taken outside of the Work Area exceeds the baseline established in Part 1 of this section, immediately and automatically stop all work except corrective action. The Owner or Owner's Representative will determine the source of the high reading and so notify the Contractor in writing.

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

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

3.4 STOP WORK

- A. **If the Owner, Owner or Owner's Representative, or Project Administrator** presents a written stop work order, immediately and automatically conform to that stop work order, while maintaining temporary enclosures and pressure differential. Do not recommence abatement work until authorized in writing by Owner, Owner, or Owner's Representative or Project Administrator.
- B. **Immediately initiate the following actions:** After being presented with a stop work order immediately:
 1. Cease all asbestos removal activities, or any other activities that disturbs ACM.
 2. Repair any fallen, ripped or otherwise failed work area isolation measures.
 3. Maintain in operation all work area isolation measures including those required by Sections 01526 "Temporary Enclosures," 01513 "Temporary Pressure Differential & Air Circulation System," 01563 "Decontamination Units."
 4. Maintain all worker protections including those required by Sections 01560 "Worker Protection - Asbestos Abatement," and 01562 "Respiratory Protection."
 5. Fog the air in the work area with a mist of amended water to reduce airborne fiber levels.
- C. **Do not recommence work** until authorized in writing by the Owner or Owner's Representative.

3.5 SCHEDULE OF ASBESTOS-CONTAINING MATERIALS

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

3.6 CLEARANCE TESTING CRITERIA

After asbestos activities have been completed in each work area in the opinion of the Contractor and when the Contractor desires clearance testing, the Contractor shall inform the Owner's Representative to proceed with clearance testing of the work area. The Contractor shall not remove any critical barriers, enclosures, drop cloths, negative air controls, or any other specified controls or materials until the Contractor has passed all clearance testing.

The first step in the clearance testing shall include a complete visual inspection of every work area. The second step in the clearance testing will include air sampling (if required). Air sampling will not be performed in work areas which fail the visual inspection.

The visual inspection will include the following:

1. Ensure that **all** surfaces that were in contact with asbestos-containing materials are visually inspected.
2. Start from upper surfaces and work down.
3. Touch as surfaces to assist in determining if there is residual contamination.

4. For horizontal surfaces like floors, use a flash light placed on the surface to see rises in the floor elevation. Check all wall and floor junctures and corners. Check that no debris is under moldings, HVAC units and other wall and floor penetrations. For mastic removal, use a putty knife to scrap the floor surface. If residue remains, further cleaning is required.
5. For vertical surfaces, use a ladder when necessary to view all of the surface. Check for debris on floor and fallen debris within wall cavities.
6. For pipe insulation, inspect the full length of pipe runs and check all pipe hangers by physically moving them to determine if they contain debris. Examine all penetrations through ceilings, floors and walls. Check for debris at the bottom of all pipe runs. Bank on pipes to see if dust is released.

Air sampling (when applicable) will be performed in the work area after the area passes the visual inspection. In negative air enclosed areas, for each 1,000 square-feet of space, the air within the enclosed area must be agitated with a one horsepower electric leaf blower for at least five minutes. Agitate the air on all horizontal and vertical surfaces. During use of the leaf blower, a one stationary fan for each 10,000 cubic-feet of enclosure volume must be used. Please the fan on the floor and angle the fan toward the ceiling.

Air sampling pumps shall be calibrated with a DryCal primary flow meter prior to use. A secondary calibration source (manometer) shall be used to check the calibration of the sampling pumps at the beginning and ending of each sampling run. TEM or PCM cassettes as indicated in this specification shall be used at each sampling point.

ATTACHMENTS:

Table 1. Summary of Positive Asbestos-Containing Materials at William Henry Middle School. Table 2. Summary of Assumed Asbestos-Containing Materials at William Henry Middle School.

APPENDIX G

Table 1 – Summary of Positive Asbestos-Containing Materials at William Henry Middle School

**Table 1.
Summary of Positive Asbestos-Containing Materials at William Henry Middle School.**

Building Material	Location and Description	Color	Friability	Laboratory Sample ID	Laboratory Result	Approximate Quantity
Interior - Location 1 - 500 and 600 Wings						

Floor Tile (Multiple Layers)	<u>500 and 600 Wing Hallways, and Classrooms:</u> 12" x 12" Floor Tile (Mastic not Asbestos) over Asbestos Floor Tile (Mastic not Asbestos) over Concrete.	Brown, Green, Gray	Non-Friable	FT-273, FT-280, FT-283, FT-285, FT-295, FT-297, FT-300, FT-302, FT-308	2 to 5 % Chrysotile	17,000 SF Total
Sheet Flooring	<u>Classrooms 505, 505A, and 506:</u> 12" x 12" Floor Tile (Mastic Not Asbestos) over Floor Tile (Mastic Not Asbestos) over Asbestos Sheet Flooring over Concrete.	Multi	Non-Friable	SF-289, SF-292, SF-293	17 to 20 % Chrysotile	2,200 SF Total
Floor Tile (Single Layer)	<u>Classroom 600:</u> Asbestos 9" x 9" Floor Tile (Mastic not Asbestos) over Concrete.	Brown	Non-Friable	FT-273, FT-285, FT-295, FT-300, FT-302	2 to 5 % Chrysotile	350 SF
Spackling and Joint Compound	<u>600 Wing Hallway and Classrooms:</u> Drywall with Asbestos Spackling and Joint Compound . <u>NOTE: Some Drywall is located behind Wood paneling. Remove paneling to access drywall.</u>	White	Friable	WHMS-1-03A, WH-JC-1, WH- JC-3, WH-JC-5	2 to 3 % Chrysotile	22,000 SF Total

Interior - Location 2 - 400 Wing, Library, and Planetarium

Floor Tile (Single Layer)	<u>Planetarium and Janitors Closet (Near Rm 409):</u> Asbestos 9" x 9" Floor Tile (Mastic Not Asbestos) over Concrete. <u>NOTE: The seating and Planetarium equipment will be removed by others. Concrete anchors will remain.</u>	Pink, Brown	Non-Friable	FT-218, FT-220	2 to 4 % Chrysotile	1,400 SF Total
	<u>KCCS and WHMS Connecting Hallway:</u> Asbestos 12" x 12" Floor Tile (Mastic not Asbestos) over Concrete.	Tan/Brown	Non-Friable	HA-11A	5 % Chrysotile	802 SF
Floor Mastic	<u>Library and Library Office:</u> Carpet over Asbestos Floor Mastic over Concrete.	Black	Non-Friable	FM-23-A	2 % Chrysotile	6,000 SF Total

Building Material	Location and Description	Color	Friability	Laboratory Sample ID	Laboratory Result	Approximate Quantity
Sheet Flooring	<u>Library - North and South Rooms (Entrances from Hallway):</u> Carpet over Asbestos Sheet Flooring over Concrete.	Tan	Non-Friable	SF-199, SF-201	15 to 25 % Chrysotile	20 SF Total
	<u>Classroom 408:</u> 12" x 12" Floor Tile (Mastic not Asbestos) over 12" x 12" Floor Tile (Mastic not Asbestos) over Asbestos Sheet Flooring over Concrete.	Multi	Non-Friable	SF-235	20 % Chrysotile	950 SF

Floor Tile (Multiple Layers)	<u>Hallway between Library and Main Entrance and near Classrooms 403 and 404:</u> 12" x 12" Floor Tile (Mastic not Asbestos) over Asbestos Floor Tile and Asbestos Mastic over Concrete	Brown, Black	Non-Friable	WHMS-2-09, WHMS-2-10	5 % Chrysotile	4,800 SF Total
Cement Panel (Walls)	<u>Hallway and Classrooms:</u> Asbestos Cement Panels located on Hallways and Classroom Walls. <u>NOTE: Some areas have Asbestos Cement Panels extending from floor to roof and some areas Asbestos Cement Panels are only located above drop ceiling. Asbestos Cement Panels consist of two individual panels insulation in between.</u>	Gray	Non-Friable	WHMS-2-04A, WHMS-3-02A	12 - 15 % Chrysotile	3,900 SF Total
	<u>Greenhouse - Closets (2):</u> Asbestos Cement Panels located on Closet Walls.	Gray	Non-Friable	CP-41	20 % Chrysotile	48 SF Total
Building Caulk	<u>Greenhouse:</u> Asbestos Building Caulk located on Metal and Slate.	Brown	Non-Friable	GC-39, GC-40	2 to 3 % Chrysotile	100 SF
	<u>Planetarium - Perimeter of Ceiling Dome:</u> Asbestos Building Caulk located on Ceiling Dome. <u>NOTE: Ceiling dome is elevated extending +/- 30 feet above floor elevation.</u>	White	Non-Friable	BC-167, BC-168	2 to 4 % Chrysotile	100 SF
Spackling and Joint Compound	<u>Planetarium - Ceiling (Non-Domed Portion):</u> Drywall with Asbestos Spackling and Joint Compound on Wood.	White	Friable	JC-169, JC-171	2 to 3 % Chrysotile	700 SF
Pipe Coverings	<u>Hallway and Classrooms (Above Ceiling and Below Lockers in Hallway near Classrooms):</u> Asbestos Pipe Insulation and Fittings located on heat and water pipes.	White	Friable	PINS-224, PINS- 225, PINS-226	30 to 40 % Chrysotile	3,000 LF Total

Building Material	Location and Description	Color	Friability	Laboratory Sample ID	Laboratory Result	Approximate Quantity
Interior - Location 3 - 200 and 300 Wings						
Floor Tile (Multiple Layers)	<u>Classrooms 201, 202, 203, and 204 and 200 Wing Hallway:</u> 12" x 12" Floor Tile (Mastic Not Asbestos) over Asbestos 12" x 12" Floor Tile (Mastic Not Asbestos) over Concrete.	Brown	Non-Friable	FT-150, FT-152	5 % Chrysotile	6,800 SF Total

Cement Panels (Walls)	<p><u>Server Room (Near Planetarium), Hallways and Classrooms:</u> Asbestos Cement Panels located on Hallway and Classroom Walls.</p> <p><u>NOTE: Some areas have Asbestos Cement Panels extending from floor to roof and some areas Asbestos Cement Panels are only located above drop ceiling. Asbestos Cement Panels consist of two individual panels insulation in between.</u></p>	Gray	Non-Friable	WHMS-2-04A, WHMS-3-02A	12 - 15 % Chrysotile	30,000 SF Total
Cement Panels (Ceiling)	<p><u>Server Room (near Planetarium):</u> 12" x 12" Asbestos Cement Ceiling Tiles over Wood.</p>	Gray	Non-Friable	CP-14	15 % Chrysotile	300 SF
Interior - Location 4 - 100 Wing and Gymnasiums						
Floor Tile (Single Layer)	<p><u>Offices 101A and 101B:</u> Asbestos 9" x 9" Floor Tile (Mastic Not Asbestos) over Concrete.</p>	Brown	Non-Friable	FT-69, FT-71	4 to 5 % Chrysotile	250 SF Total
Elevated HVAC Cement Panels	<p><u>Large Gymnasium:</u> Elevated Asbestos Cement Panels located around Metal HVAC Ductwork at the ceiling.</p> <p><u>NOTE: Asbestos Cement Panels consist of two individual panels insulation in between. Ceiling height is +/- 28 feet. The Contractor shall include the removal of the metal structure as necessary to access the asbestos cement panels.</u></p>	Gray	Non-Friable	CP-31-A, CP-58, CP-59	25 to 35 % Chrysotile	4,500 SF
Elevated Wall Cement Panels	<p><u>Large Gym (West Wall):</u> Elevated Asbestos Cement Panels located on west wall.</p> <p><u>NOTE: Asbestos Cement Panels consist of two individual panels insulation in between. Ceiling height is +/- 28 feet. The Contractor shall include the removal of the metal structure as necessary to access the asbestos cement panels.</u></p>	Gray	Non-Friable	WHMS-2-04A, WHMS-3-02A	12 - 15 % Chrysotile	1,500 SF Total

Building Material	Location and Description	Color	Friability	Laboratory Sample ID	Laboratory Result	Approximate Quantity
Interior - Location 5 - Main Office, Cafeteria, and Auditorium						
Floor Tile (Multiple Layers)	<u>Auditorium (Seating Area): Asbestos 12" x 12" Floor Tile (Mastic Not Asbestos) over Asbestos 12" x 12" Floor Tile and Asbestos Mastic over Concrete.</u> <u>NOTE: Seating in the Auditorium will be removed by others. Concrete anchors will remain.</u>	White/ Gray, Brown, Black	Non-Friable	FT-2-A, FTM-3-A, FT-1, FT-3, FTM-4, FT-5, FT-7, FTM-8, FT-9, FT-11, FTM-12	2 to 7 % Chrysotile	3,800 SF
	<u>Auditorium (Seating Area): Carpet Glue over Asbestos 12" x 12" Floor Tile and Asbestos Mastic over Concrete.</u> <u>NOTE: Seating in the Auditorium will be removed by others. Concrete anchors will remain.</u>	Brown, Black		FT-2-A, FTM-3-A, FT-3, FT-7, FT-11, FTM-4, FTM-8, FTM-12		2,500 SF
Floor Tile (Multiple Layers) and Floor Filler	<u>Main Entrance Foyer and Vestibule, Office (near Nurse Suite), Main Office Hallway, Auditorium Hallway, Auditorium Lobby, Book Storage, Music Storage, Records, Case Manager, Pysch Office, and Cafeteria: Carpet or 12" x 12" Floor Tile (Mastic not Asbestos) over Asbestos Floor Filler over Asbestos Floor Tile (Mastic not Asbestos) over Concrete.</u>	Brown, Black	Non-Friable	FT-1, FT-3, FF-248, FF-249, FF-251, FF-254, FT-260, FT-271	2 to 7 % Chrysotile	17,000 SF Total
Floor Mastic	<u>Main Office, Principal's Office, Conference Room, and Offices: Carpet or 12" x 12" Floor Tile (Mastic not Asbestos) over Floor Filler over Asbestos Floor Mastic over Concrete.</u>	Black	Non-Friable	FTM-18-A	3 % Chrysotile	2,500 SF Total
Cement Panel (Walls)	<u>Main Office Hallway (Both Sides of Hallway) and Elevated Bulk Head: Asbestos Cement Panels located on Hallway, Room Walls and Bulk Head.</u> <u>NOTE: Some areas have Asbestos Cement Panels extending from floor to roof and some areas Asbestos Cement Panels are only located above drop ceiling. Asbestos Cement Panels consist of two individual panels insulation in between.</u>	Gray	Non-Friable	WHMS-2-04A, WHMS-3-02A	12 - 15 % Chrysotile	8,500 SF Total
Expansion Caulk	<u>Auditorium and Band Hallways: Asbestos Expansion Caulk located at Steel Support Beams.</u>	Gray	Non-Friable	EJ-252, EJ-253	2 % Chrysotile	200 SF Total

Building Material	Location and Description	Color	Friability	Laboratory Sample ID	Laboratory Result	Approximate Quantity
Pipe Fittings	<u>Auditorium - Elevated Above Ceiling, Northwest and Southwest HVAC Unit Cabinets: Asbestos Pipe Fittings</u> located on HVAC and Water Pipes.	White	Friable	PF-35-A	30 % Chrysotile	300 EA
Exterior - Wall Elevations						
Building Caulk	<u>East 200 Wing Wall, East Library Wall, and East 400 Wing Wall (Courtyard): Asbestos Building Caulk</u> located on Metal Siding.	White	Non-Friable	BC-28, BC-29, BC-30, BC-31, BC-32, BC-33, BC-231	2 to 5 % Chrysotile	1,500 SF Total
	<u>Main Office Exterior Wall - 1 Window Location (Remnants): Asbestos Building Caulk</u> located on Masonry. <u>NOTE: Previous Window Unit replaced and remnants of Asbestos Building Caulk remain on the Brick opening.</u>	Tan	Non-Friable	BC-49	2 % Chrysotile	5 SF
	<u>Auditorium/ Stage Lower Area - (2) Doors and (1) Vent and West Entrance (2) Doors: Asbestos Building Caulk</u> located on Metal Doors, Vents, and Brick.	Tan	Non-Friable	BC-60, BC-61	3 % Chrysotile	100 SF Total
	<u>Small Gymnasium- Roof Access Doors (2): Asbestos Building Caulk</u> located on Metal Doors and Siding	Gray	Non-Friable	BC-165, BC-166	5 to 10 % Chrysotile	30 SF Total
Door Caulk	<u>Auditorium - West Entrance Doors (2): Asbestos Door Caulk</u> located on Metal, Masonry, and Stucco.	Tan, Gray	Non-Friable	DC-42, BC-43, DC-44, BC-45	2 % Chrysotile	100 SF Total
Window Caulk and Glazing	<u>Small Gymnasium - Elevated Windows: Asbestos Window Caulk and Window Glazing</u> located on Wood, Brick, and Plexiglass.	Gray	Non-Friable	WC-158, WG-159, WC-160	2 to 5 % Chrysotile	300 SF Total
Vent Caulk	<u>Small Gymnasium, Music Room, Auditorium, and Kitchen (7) Locations: Asbestos Vent Caulk</u> located on Metal and Masonry.	White, Gray, Tan	Non-Friable	VC-15, VC-26 VC-29, VC-46	2 to 3 % Chrysotile	150 SF Total
Expansion Joint Caulk	<u>Auditorium and Kitchen Areas (13) Locations: Asbestos Vertical and Horizontal Expansion Joint Caulk</u> located on Masonry and Stucco.	Gray	Non-Friable	EJ-25, EJ-28, EJ-32, EJ-38	2 % Chrysotile	200 SF Total

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Building Material	Location and Description	Color	Friability	Laboratory Sample ID	Laboratory Result	Approximate Quantity
Window Caulk	<u>KCCS and WHMS Connecting Hallway - Windows and Panels</u> : Windows and Metal Panels with Asbestos Window Caulk .	White	Non-Friable	WC-1, WC-2	2 to 3 % Chrysotile	1,300 SF

Building Material	Location and Description	Color	Friability	Laboratory Sample ID	Laboratory Result	Approximate Quantity
Exterior - Roof Elevations						
Cement Vent Pipe	<u>Boiler Room Roof - Near Chimney: Asbestos Cement Vent Pipe</u> located near Main Chimney. <u>NOTE: Asbestos Cement Vent Pipe extends from outside the building down into the building.</u>	Gray	Non-Friable	CP-179	20 to 30 % Chrysotile 2 to 5 % Crocidolite	30 LF
Flashing Tar and Roof Coating	<u>KCCS and WHMS Connecting Hallway: Asbestos Roof Coating and Flashing Tar</u> located on Metal and Masonry. <u>NOTE: Remove flashing tar as much as possible at KCCS Building without damaging brick.</u>	Black, Gray	Non-Friable	FLT-68, RC-69	2 to 5 % Chrysotile	60 SF Total
Flashing Tar	<u>Room 500, Planetarium, Large Gym, Art and Music Room, Small Gym, and Maintenance Storage Room - Roof and Wall Interface: Asbestos Flashing Tar</u> located on Metal, Membrane, Asphalt Shingles, and Masonry.	Black	Non-Friable	FLT-139, FLT-147, FLT-148, FLT-168, FLT-206	4 to 10 % Chrysotile	850 SF Total

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APPENDIX H

Table 2 – Summary of Assumed Asbestos-Containing Materials at William Henry Middle School

Building Material	Location and Description	Category	Approximate Quantity
Pipe Covering (Insulation and Fittings)	Assumed throughout building at inaccessible locations within walls, floors, and ceilings including locations at all heat and water sources.	Friable	8,000 LF Total
Wall Adhesives (Glue Dots)	Assumed throughout building located behind dry erase and chalkboards in classrooms. Remove dry erase and chalkboards to gain access to glue dots for complete abatement.	Non-Friable	80 Locations (75 SF EA Location)
Stage Light Wiring	Auditorium Stage Wiring.	Non-Friable	400 LF
Break-In Locations Pipe Covering (Insulation and Fittings)	Assumed throughout building at inaccessible locations within walls, floors, and ceilings which includes all locations at water sources. Each location may require several break-ins.	Friable	160 Locations
Break-In Heat Locations (Heat Shields and Pipe Coverings)	Heat sources and piping are located throughout building. Units may have internal cement panels, mastic, and/or felt paper that vary in size and quantity and may be mounted on floors, walls, or ceilings at locations. All heating units are required to be opened for inspection and all identified ACMs abated if found. Also, heat source pipe coverings are located throughout the building in walls, above ceilings, and floors. All heat source pipe coverings break-in locations are required to be opened for inspection and all identified ACMs abated if found.	Category II Non-Friable	50 Locations
Fire Doors	Boiler Room metal fire door.	Non-Friable	1 EA
Sink Undercoating	Metal sinks with assumed Asbestos Sink Undercoating located in various Classrooms throughout the building.	Non-Friable	15 EA
Kiln (Internal Components)	Assumed internal components of small kiln unit in Art Room. The Contractor shall dismantle the kiln to expose all asbestos-containing materials.	Non-Friable	1 EA

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Break-In Locations Flooring Materials	Assumed throughout building at inaccessible locations under built-in shelving, heating units and lockers.	Non-Friable	140 Locations
Floor Tile and Mastic	Assumed asbestos floor tile and mastic underneath built-in shelving and heater units at several locations. Remove built-in cabinets and shelving to access ACMs for complete abatement. Flooring Materials located in areas not listed on Table 1.	Non-Friable	3,900 SF Total
Break-In Locations (Concrete Slab)	Remove 10-square feet of concrete floor and soil at each of the locations shown on drawings. Open conduits as necessary for CEI to sample inside of conduits.	Non-Friable	43 Locations
Crawlspace Concrete Slab Pipe Coverings (Insulation and Fittings)	Assumed under concrete slabs extending from heat source locations into crawlspaces and including the crawlspaces. Demolition contractor will assist to provide access under concrete slabs for abatement of all asbestos pipe coverings. NOTE: NOT INCLUDED IN BASE BID ITEM.	Friable	5,000 LF Total
Building Material	Location and Description	Category	Approximate Quantity
Internal Boiler Materials	<u>Assumed internal components of the fire tube type boilers:</u> Boiler 1: Section 3 - Boiler Room, SN: OL097839 Boiler 2: Section 3 - Boiler Room, SN: OL098070 Fire Tube Boilers are Cleaver Brooks, 1998, Model CB2003000030: NOTE: The Contractor shall dismantle the Boilers for an internal asbestos inspection. Remove any asbestos found.	Friable and Non-Friable	2 Boilers
Fire Brick	Assumed fire brick located under Boiler 2.	Non-Friable	300 SF
Valve and Flange Gaskets	<u>Boiler Room & Hallways:</u> Remove all valves and flange gaskets identified as containing ACBM. Pipework will need to be disassembled to access gaskets.	Category I Non-Friable	300 EA Total

Note: SF = Square-Feet, CF = Cubic-Feet, LF = Linear-feet, EA = Each