ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

CONTRACT AWARD COVERPAGE

TO: Waco, Inc
5450 Lewis Road
Sandston, VA 23150

DATE ISSUED: February 28, 2024
CONTRACT NO: 24-DES-R-569
CONTRACT TITLE: Environmental Abatement Services

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 24-DES-R-569 including any attachments or amendments thereto.

EFFECTIVE DATE: February 28, 2024
EXPIRES: September 30, 2025
RENEWALS: Two (2) two-year renewal periods
COMMODITY CODE(S): 91047
LIVING WAGE: N

ATTACHMENTS:
AGREEMENT No. 24-DES-R-569

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: Steven Williams
VENDOR TEL. NO.: (301) 290-1333
EMAIL ADDRESS: swilliams@wacoinc.net
COUNTY CONTACT: Tsehay Lightfoot (DES, FMB)
COUNTY TEL. NO.: (703) 228-7593
COUNTY CONTACT EMAIL: tlightfoot@ARLINGTONVA.US

PURCHASING DIVISION AUTHORIZATION

Sy Gezachew Title Procurement Officer Date 2/28/2024

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201

RIDER AGREEMENT NO. 24-DES-R-569

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Waco, Inc. ("Contractor"), a Virginia stock corporation with a place of business at 5450 Lewis Road, Sandston, VA 23150 authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Exhibit A Prince William County Public Schools Contract R-DJ-21001-03, Exhibit B IFB R-DJ-21001, and Exhibit C Pricing Schedule together with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by Prince William County Public Schools and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with Prince William County Public Schools. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of goods and services for the County ("Work") shall commence upon the execution of the Agreement by the County", and shall be completed no later than September 30, 2025 ("Contract Term"), subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No aspect of the Work shall be deemed complete until it is accepted by the County's Project Officer.

Upon satisfactory performance by the Contractor, if the Prince William County Public Schools renews their agreement identified in Exhibit A, the County may elect to renew this Agreement under the same contract terms for two (2) two-year renewal periods ("Subsequent Contract Term"). However, if the

Prince William County Public Schools does NOT renew their agreement identified in Exhibit A, this Agreement shall automatically expire on the contract expiration date.

3. PAYMENT

Payment will be made by the County to the Contractor within forty-five (45) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. All payments will be made from the County to the Contractor via ACH. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

The Contractor also must submit to the County's Project Officer its W-9 Form, which will include its Federal Employer Identification Number ("FEIN") or Social Security Number ("SSN"), whichever is applicable, before the County can process payment to the Contractor under the Contract.

4. SCOPE OF WORK

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter "the Work"). The primary purpose of the Work is to furnish Environmental Abatement Services.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

5. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

6. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

7. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

8. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

9. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:
Steven E Williams
5450 Lewis Road
Sandston, Virginia 23150
Phone: (301) 290-1333
Email: swilliams@wacoinc.net

TO THE COUNTY:
Tsehay Lightfoot
Department of Environmental Services, Facilities Management Bureau
Arlington County, Virginia
1400 N. Uhle Street, Suite 602
Arlington, VA 22201
Phone: 703-228-7593
Email : tlightfoot@arlingtonva.us

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500

Arlington, Virginia 22201
Phone: (703) 228-3294
Email: slewis1@arlingtonva.us

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

10. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060, or e-mail business@arlingtonva.us.

11. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA	WACO, INC.
AUTHORIZED SIGNATURE: DocuSigned by: Sy Gezachew 27FC198F4A6D475...	AUTHORIZED SIGNATURE: DocuSigned by: Steven E Williams B694945FEC67453...
NAME: Sy Gezachew	NAME: Steven E Williams
TITLE: PROCUREMENT OFFICER	TITLE: Vice President
DATE: 2/28/2024	DATE: 2/27/2024

Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

EXHIBIT A **CONTRACT**

CONTRACT NUMBER: R-DJ-21001-03

This Contract entered into this 5th day of November 2020 by, ***Waco, Inc, 38592 Brett Way, Suite 7, Mechanicsville, MD 20659*** *hereinafter referred to as the "Contractor" and* ***Prince William County School Board, P.O. Box 389, Manassas, VA 20108****, hereinafter referred to as the "Prince William County Public Schools", "Purchasing Agency" or "PWCS".*

WITNESSETH *that the Contractor and PWCS, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:*

1. **SCOPE OF CONTRACT**: Contractor shall provide all necessary parts, labor, tools, materials, equipment and resources as may be required for Environmental Abatement Services in accordance with the General Terms and Conditions and Special Terms and Conditions and Specifications stated herein.

2. **CONTRACT DOCUMENTS**: The contract documents shall consist of the following:

   2.1. This signed form.

   2.2. PWCS Invitation for Bid # R-DJ-21001 dated July 16, 2020.

   2.3. Contractor's bid response dated August 4, 2020.

   2.4. Certificate of Compliance (Attachment A)

3. **PERIOD OF CONTRACT**: The initial term of this contract shall be from the **November 5, 2020 to September 30, 2025** with the option to renew for two (2) additional two-year periods, two years at a time, upon mutual written consent of the parties to the contract. Proposed prices shall remain firm for the initial term of the contract.

4. **CONTRACT ADMINISTRATOR/PROJECT MANAGERS**: The following employees of PWCS are identified to use all powers under the contract to enforce its faithful performance:

   4.1. CONTRACT ADMINISTRATOR: As the Contract Administrator, the following individual, or his designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance:

   Daemien Jones, Buyer, 703.791.8740, jonesdj@pwcs.edu

   4.2. PROJECT MANAGERS: The following individuals, or his designee, shall work directly with the Contractor in scheduling and coordinating work, answering questions in connection with the scope of work, and providing general direction under the resulting contract:

   Julius R. Williams, Environmental Coordinator, 703.791.8352

5. **MANDATORY CONTRACTOR QUALIFICATIONS:** The following mandatory qualifications for this contract are identified below.

   5.1. Contractor shall have a valid Virginia **Class A** Contractors License.

   5.2. Contractor shall have a valid Virginia **Asbestos** Contractors License.

5.3. Contractor shall have a valid Virginia **Lead** Contractors License.

5.4. Contractor shall have a valid EPA **RRP certification.**

6. **SCOPE OF WORK**: This is a requirements contract to provide a ready source for Environmental Abatement Services for PWCS requirements on an "as needed basis". This contract will supplement PWCS staff. Contractor shall furnish all necessary labor, materials and equipment necessary to perform the work identified in each section herein.

6.1. ASBESTOS REMOVAL TERMINOLOGY: The following asbestos terms are used in these specifications and are defined as follows:

6.1.1. Abatement: Work practices used to remove asbestos containing material from a designated work area.

6.1.2. Aggressive Sampling: Air sampling which takes place after final clean-up while the air is being physically agitated to produce a "worst case" situation.

6.1.3. Air Filtration Equipment: Transportable air filtration equipment equipped with HEPA air filters. The filtration equipment issued to draw and filter the air inside the work area, and keep the work area at a lesser pressure than the surrounding environment.

6.1.4. Air Monitoring: The means of measuring the airborne asbestos fibers inside and outside the work area and on workers.

6.1.5. Air Lock: A system of enclosures consisting of two (2) doorways at least three feet apart, preventing air movement between clean and contaminated areas.

6.1.6. Amended Water: Water which has had a surfactant added to it for the purpose of applying it to asbestos containing material.

6.1.7. Asbestos: The asbestiform varieties of serpentine (chrysotile), riebeckite (crocidolite), cummingtonite-grunerite, anthophyllite, and actinolite-tremolite. For purposes of determining respiratory and worker protection both the asbestiform and non-asbestiform varieties of the above minerals and any of these materials that have been chemically treated and/or altered shall be considered as asbestos.

6.1.8. Asbestos-Containing Material (ACM): Any material or product which contains more than 1 percent asbestos.

6.1.9. Asbestos Containing Building Material (ACBM): Surfacing ACM, Thermal System Insulation (TSI) ACM, or Miscellaneous ACM that is found in or on interior structural members or other parts of a school building.

6.1.10. Asbestos Fiber: Means a particulate form of asbestos, 5 micrometers or longer, with a length-to-diameter ratio of at least 3 to 1.

6.1.11. Asbestos Regulated (Controlled) Area: A work area where asbestos removal operations are performed which is isolated by physical barriers to prevent unauthorized entry of personnel and the spread of asbestos dust, fibers, or debris.

6.1.12. Class 1 Asbestos Work: Activities involving the removal of TSI and Surfacing ACM and Presumed ACM (PACM).

6.1.13. Class II Asbestos Work: Activities involving the removal of ACM which is not thermal system insulation or surfacing material. This includes but is not limited to, the removal of asbestos-containing wallboard, floor tile and sheeting, roofing and siding shingles, and construction mastics.

6.1.14. Competent Person: One who is capable of identifying existing asbestos hazards in the workplace and selecting the appropriate control strategy for asbestos exposure, who has the authority to take prompt corrective measures to eliminate them, as specified in 29 CFR 1926.32(f): in addition, for Class I and Class II work who is specially trained in a training course which meets the criteria of EPA's Model Accreditation Plan (40 CFR 763) for supervisor, or its equivalent.

6.1.15. Critical Barrier: Airtight barrier consisting of two (2) layers of minimum 6-mil plastic sheeting which separates the contaminated work area from any other air space. Installed first, these barriers cover items such as, but not limited to: all ventilation openings, lighting fixtures, doorways, windows, floor drains, other openings into and out of the work area, and containment walls which are not existing building walls.

6.1.16. Decontamination Unit: A series of connected rooms separated by air locks. The unit is comprised of a clean room, shower room and a dirty room. Its purpose is to prevent the contamination of adjacent areas when entering or exiting the work area.

6.1.17. Demolition: The wrecking or taking out of any building component, system, finish, or assembly of a facility together with any related handling operations.

6.1.18. Encapsulation: The coating of asbestos-containing material with a bonding or sealing agent to prevent the release of airborne fibers.

6.1.19. Enclosure: The construction of an airtight, impermeable, permanent barrier around asbestos-containing material to control the release of asbestos fibers into the air.

6.1.20. Fixed Object: Equipment or furniture in the work area which cannot be removed from the work area.

6.1.21. Glove Bag: Plastic, bag-type enclosure constructed of minimum six mil transparent polyethylene or polyvinyl chloride plastic with two inward projecting long sleeve gloves placed around asbestos-containing pipe lagging so that it may be removed without generating airborne fibers into the atmosphere.

6.1.22. HEPA Filter: A high-efficiency particulate air (HEPA) filter capable of trapping and retaining 99.97 percent of particles greater than 0.3 micrometers in mass median aerodynamic equivalent diameter.

6.1.23. Lockout: Installation of a locking device to prevent activation of an electrical circuit, which has been deactivated for safety reasons. Always utilized in conjunction with tag-out procedures to advise who has deactivated the circuit and in compliance with OSHA 1910.147, "Control of Hazardous Energy Source."

6.1.24. Log Book: A book containing project data and daily notes. This book is to be kept on site at all times.

6.1.25. Mini-Enclosure: The construction of a containment system to remove small amounts of asbestos containing material and for providing protection of regulated areas during invasive procedures into the contained area.

6.1.26. Owner: Prince William County School Board.

6.1.27. Phase Contrast Microscopy (PCM): - The analytical method that counts all fibers. This method of microscopy cannot distinguish between asbestos and other fibers.

6.1.28. Powered Air Purifying Respirator (PAPR): - A full face, helmet, or hooded respirator that has HEPA filtered air provided inside the respirator, under positive pressure.

6.1.29. Regulated work Area: A work area which has been demarcated, sealed, plasticized and equipped with a decontamination enclosure system.

6.1.30. Respirator: A device designed to protect the wearer from the inhalation of harmful atmospheres. Must be approved by NIOSH and used in accordance with the employer's respiratory protection program and all manufacturer procedures.

6.1.31. Surfactant: A chemical wetting agent added to water to improve penetration.

6.1.32. Transmission Electron Microscopy: (TEM) - A method of microscopic analysis which utilizes an electron beam that is focused onto a sample. A beam transmits through the sample and produces an image on a screen from which the sample can be identified and counted.

6.1.33. Wet Cleaning/Fine Cleaning: The process of eliminating asbestos contamination from all vertical and horizontal building surfaces from within a regulated area using cloth, mops or other cleaning tools.

6.1.34. Work Area: Designated rooms, spaces or areas of the project in which asbestos abatement actions are to be undertaken or which may become contaminated as a result of such abatement actions. The work area is a Regulated Area as defined by 29 CFR 1910.1101 and/or Title 40, Code of Federal Regulation, Subpart 763 – AHERA.

6.2. APPLICABLE REGULATIONS: All applicable regulations pertaining to this specification shall be adhered to at all times. The current and/or more stringent regulation shall nullify less stringent regulations, if contradicting or conflict should originate. The applicable regulations, but not limited to, are as follows:

6.2.1. Title 29, Code of Federal Regulation, Section 1926.1101 - Asbestos, Construction Industry Standards - Occupational Safety and Health Administration (OSHA).

6.2.2. Title 29, Code of Federal Regulation, Section 1910.134 - Respiratory Protection - Occupational Safety and Health Administration (OSHA).

6.2.3. Title 40, Code of Federal Regulation, Subpart M - National Emission Standard for Asbestos - U.S. Environmental Protection Agency (EPA).

6.2.4. Title 40, Code of Federal Regulation, Subpart 763 – AHERA - U.S. Environmental Protection Agency (EPA).

6.2.5. Title 40, Code of Federal Regulation, Subpart 745 – RRP - U.S. Environmental Protection Agency (EPA).

6.2.6. All State, county, and city codes and ordinances as applicable.

6.3. APPLICABLE NOTIFICATIONS: Prior to the commencement of the abatement activities specified herein, all applicable notifications must be submitted to the appropriate agencies. Cost associated with the required notifications shall be at the Contractor's sole expense. The state and federal agencies are as follows:

6.3.1. Department of Labor and Industry
600 East Main Street, Suite 207
Richmond, Virginia, 23219

This notification must be delivered in person, or by certified letter, or by facsimile (804) 371-7634, twenty (20) days prior to the start of removal.

6.3.2. U.S. Environmental Protection Agency
Region III
Mail Code 3LC62
1650 Arch Street
Philadelphia, PA 19103-2029

This notification must be delivered, no later than ten (10) days prior to the start of removal.

6.4. COUNTY AND CITY ASBESTOS PERMITS:

6.4.1. The Contractor is required to pay for and obtain all building/demolition/asbestos permits from Prince William County.

6.4.2. The Contractor shall post All Required permits on site for the duration of the project. One (1) copy of each permit shall be given to PWCS Project Manager at time of posting and an original copy shall be submitted with the close-out paper work.

6.4.3. Upon completion of the project, the Contractor shall provide PWCS evidence of Prince William County permit closure.

6.5. SUBMITTALS: The following is a listing of submittals that are required for every project.

6.5.1. Documentation verifying that all notifications have been submitted to the State of Virginia and EPA.

6.5.2. Documentation verifying that all arrangements for the transportation and disposal of asbestos waste are complete.

6.5.3. Documentation verifying the Contractor has a valid Virginia Asbestos Contractors license.

6.5.4. Documentation for all asbestos supervisors, training course, and their valid Virginia Asbestos Supervisors license(s).

6.5.5. Documentation for all asbestos workers, training course and their valid Virginia Asbestos Worker license. Worker documents including current respirator fit test can be given on first day of project.

6.5.6. Documentation verifying that all individuals (Workers, Supervisors, .etc.) have passed a medical physical as mandated by 29 CFR 1926.1101, with Appendices D & E. The documentation must be signed by the physician performing the examination.

6.5.7. Documentation on all products and equipment to be used, to include name, manufacturer, vendor, technical specifications and the Material Safety Data Sheet (MSDS) for the product.

6.5.8. The Contractor shall furnish timely notification of demolition of this project to Federal, State, regional, and local authorities in accordance with 40 CFR 61, Subpart M.

6.5.9. Record Information Booklet:

6.5.9.1. Each booklet shall be bound in a three-ring, loose-leaf binder titled, "Record Information Booklet for (project name)". Sheets 8 1/2" x 11" shall be used, except some sheets may be folded and used as pullouts.

6.5.9.2. Booklet shall contain the following, specifications, Virginia State License for Contractor, Supervisors and Workers, Sign-in log and S.S.# for each individual, Strip-chart record respirator program, all daily notes, Asbestos waste manifests, and County and City Permits.

6.5.9.3. Material and equipment descriptions shall include model or type names or numbers, color and other information required for future reordering as pertains to each job site.

6.5.9.4. Maintenance, parts, installation, and operations manuals, as well as equipment guarantees.

6.5.10. Documentation of a complete asbestos abatement plan. When required by PWCS, the plan should include the following:

6.5.10.1. Drawings of the abatement area

6.5.10.2. The cubic footage of the work area

6.5.10.3. The number of air filtration units required to achieve a minimum of four (4) air changes per hour

6.5.10.4. The location of decontamination units

6.5.10.5. Emergency plans

6.5.10.6. Sequencing of asbestos-related work

6.5.10.7. A copy of the Respirator Protection Program

6.5.10.8. A copy of the Hazard Communication Program

6.5.10.9. Historical negative exposure personal air sampling log

6.5.10.10. Documentation verifying that all local emergency agencies have been notified

6.5.10.11. Proposed Salvage, waste plan

6.5.10.12. Notifications and permits

6.5.10.13. Shipment Records (Closeout) Receipts

6.6. WORK AREA PREPERATION:

6.6.1. The PWCS Environmental Project Manager will designate work area locations. At no time will the Contractor or his/her employees depart from the designated locations and enter other areas of PWCS property.

6.6.2. The work area is to remain clean at all times. At no time will garbage, cut-off Tyvek™ suits, respirator cartridges, and used rolls of tape or any other incidental materials accumulate in the work area.

6.7. CONTRACTOR OFFICE SPACE:

6.7.1. The PWCS Environmental Project Manager will designate the office area location.

6.7.2. The Contractor shall request office space occupying PWCS property, if desired. The request shall be submitted at the pre-construction meeting in the submittal package.

6.7.3. CONTRACTOR STORAGE SPACE: The Contractor shall supply his/her own storage trailer. The PWCS Environmental Project Manager will designate the storage area location. Prior to the commencement of on-site operations, the Contractor shall request storage space occupying PWCS property, if desired. The request shall be submitted at the pre-construction meeting in the submittal package. PWCS shall not be responsible for loss or damage to Contractor owned equipment and/or supplies.

6.8. MATERIAL, TOOLS AND EQUIPMENT:

6.8.1. The Contractor shall use material, tools and equipment solely for the services as stated herein. Prior to the use of the material and equipment, all technical documentation shall be reviewed by the PWCS Environmental Project Manager or his designated representative.

6.8.2. The Contractor's tools, equipment and HEPA machines shall be demonstrated by the Contractor to the PWCS Environmental Project Manager or his designated representative to be free of asbestos contamination prior to entering the work site.

6.8.3. The Contractor's tools, equipment and HEPA machines shall be demonstrated by the

Contractor to the PWCS Environmental Project Manager or his designated representative to be operating correctly and efficiently prior to entering the work site.

6.9. ELECTRICAL REQUIREMENTS:

6.9.1. PWCS will allow the Contractor to use the building's existing electrical supply system. However, PWCS provides no guarantee or warranty as to the system's condition or capabilities. The Contractor shall assure himself that the electrical system is adequate for their requirements or the Contractor shall supply additional temporary electrical power at the Contractor's expense.

6.9.2. Any damage to the PWCS electrical system resulting from misuse or abuse to the existing electrical system shall be repaired or replaced by the Contractor at no expense to PWCS.

6.9.3. The Contractor shall have a licensed Electrical Contractor perform all electrical requirements and to perform the specified work herein. A copy of this electrical license must be presented to the PWCS Environmental Project Manager, or his designee, prior to commencement of any electrical work.

6.9.4. The Contractor's electrician must possess his/her card on their person when performing all work.

6.9.5. The Contractor shall install electrical sub panels equipped with Ground Fault Circuit Interrupters (GFCI's). All electrical sub-panels and GFCI's shall be located outside the containment area.

6.9.6. The Contractor shall use GFCI's on all electrical equipment, including lighting, in performance of the work specified herein.

6.10. PLUMBING AND WATER REQUIREMENTS:

6.10.1. PWCS will allow the Contractor to use the building's existing source of water; however, it shall be the responsibility of the Contractor, at his own expense, to route the water to its usage area.

6.10.2. Any damage to the plumbing resulting from misuse or abuse to the existing plumbing system shall be repaired or replaced by the Contractor at no expense to PWCS.

6.10.3. The Contractor shall have a licensed Plumbing Contractor perform all plumbing requirements and to perform the work as specified herein. A copy of this plumbing license must be presented to the PWCS Environmental Project Manager, or his designated representative, prior to commencement of any plumbing work.

6.10.4. The Contractor's Plumber must demonstrate current license while on site.

6.10.5. The Contractor shall install back-flow preventers on all fresh water supplies.

6.11. CONTAINMENT AREA PREPERATION:

6.11.1. The Contractor shall use respiratory protection and impermeable personal protection when performing preparation requirements.

6.11.2. The Contractor shall use minimum six (6) mil black polyethylene plastic for work area and non-work area separation.

6.11.3. The Contractor shall post all the required OSHA asbestos signs surrounding each

individual asbestos work area.

6.11.4. The Contractor shall establish an asbestos control area in order to prevent the escape of asbestos fibers from the contaminated asbestos removal area. The Contractor shall establish the asbestos control area by performing the following:

6.11.4.1. Walls shall be covered by a continuous membrane of two (2) layers of minimum six (6) mil polyethylene plastic in all work areas with the exception of Floor Tile and Floor Tile mastic containments which will require only one (1) layer of polyethylene plastic.

6.11.4.2. Seal off all openings, including but not limited to, corridors, doorways, vents, windows and any other penetrations of the work areas with two layers of six (6) mil Polyethylene. A three stage decontamination unit shall be incorporated as an integral part of the containment enclosure.

6.11.4.3. Negative pressure system shall be established. Openings will be allowed in the enclosures of asbestos control areas for the local exhaust system. Replace filters on the negative air ventilation system as required to maintain the efficiency of the system.

6.11.4.4. Emergency exits shall be clearly marked.

6.11.4.5. After completing the asbestos abatement operation, the plastic sheeting and critical barriers shall be properly disposed of as asbestos containing material.

6.11.4.6. Flooring in areas where floor tile is to be removed is not to be covered.

6.11.4.7. Floors in non-Floor Tile removal areas are to be covered with impermeable drop cloths and a continuous membrane of two (2) layers of minimum six (6) mil polyethylene plastic.

6.11.4.8. Individually seal all lighting fixtures that are to remain, as well as clocks, speakers, alarm system components (unless otherwise specified), thermostats and other fixed mechanical components with minimum 6-mil thick polyethylene sheeting, taped securely in place with duct tape. Ensure lighting circuits are deactivated prior to installation of critical barriers to avoid melting or burning of sheeting.

6.11.5. The Contractor shall perform asbestos abatement operations involving Wall Board Mastic in accordance with the procedures outlined in Section 6.20.5 and which meet PWCS Environmental Project Manager's approval.

6.11.6. The Contractor shall remove all Floor Tile and Associated Mastic and all identified ACM Thermal System Insulation under full containment.

6.11.7. When authorized by the PWCS Project Manager or his designee, the Contractor shall be allowed to seam and adhere polyethylene to walls with duct tape and spray glue. If surface damage occurs, the Contractor shall paint, trowel plaster, brick or fill all surface damage until a single uniform homogenous appearance is evident at no additional charge to PWCS. Final acceptance is based on PWCS Environmental Project Manager's approval.

6.11.8. The Contractor shall position the air filtration as documented in the 90% submittal package. The air filtration system is to be capable of maintaining a minimum of four (4) complete air changes per hour within the work area. The Contractor shall establish a reduced pressure (-0.02" H_2O) within the work area and shall be maintained by air filtration equipment or a sufficient number of approved HEPA vacuums.

6.11.9. The Contractor shall install strip chart recorders capable of monitoring the negative pressure 24 hours a day. Strip chart recordings shall be given to the PWCS Project Monitor for insertion into daily notes.

6.12. PRE-CLEANING:

6.12.1. The Contractor shall perform pre-cleaning requirement after the complete isolation of the work area.

6.12.2. The Contractor shall use respiratory protection and impermeable personal protection when performing pre-cleaning requirements.

6.12.3. The Contractor shall use HEPA vacuums and good wet cleaning work practices when performing pre-cleaning requirements. At no time during the pre-cleaning phase shall dust raising or dry sweeping work practices be allowed.

6.13. DECONTAMINATION FACILITIES: The Contractor shall establish decontamination units for each work location. The decontamination facilities shall consist of one worker decontamination unit and one waste load-out decontamination unit. The decontamination units shall not have a common dirty room.

6.13.1. Worker Decontamination Unit:

6.13.1.1. The worker decontamination units shall be attached to the work area, and shall consist of an equipment room, shower room, dirty room and clean room. Each room shall be divided from the adjoining room by air locks.

6.13.1.2. The dirty room shall be large enough to be occupied by multiple workers. At no time shall this area become littered with contaminated material. All contaminated material shall be disposed of in waste containers placed in the dirty room.

6.13.1.3. The shower room shall have minimum of one shower, equipped with hot and cold water.

6.13.1.4. There shall be two (2) separate water supply lines to the shower and work areas. Soap shall be kept in the shower at all times.

6.13.1.5. The water filtration system shall be a two stage system capable of filtering water to five (5) microns in size. The filtered water shall then be disposed of in a sanitary drain or a fifty gallon drum, and disposed of with the asbestos waste.

6.13.1.6. The clean room shall be large enough for multiple workers. It shall be equipped to store all decontamination equipment and personal items.

6.13.2. Equipment Decontamination Enclosure System: The Contractor shall provide or construct an equipment decontamination enclosure system consisting of two totally enclosed chambers as follows:

6.13.2.1. A washroom consisting of an airlock with a curtained doorway to the designated area of the work and a curtained doorway to the holding area.

6.13.2.2. A holding area consisting of an airlock with a curtained doorway to an uncontaminated area. The purpose of this area is to provide a means to decontaminate drums, scaffolding, material containers, vacuum and spray equipment for which the Worker Decontamination systems are not suitable.

6.14. ASBESTOS WASTE STORAGE FACILITIES:

6.14.1. The Contractor shall have asbestos waste storage containers located in the parking lot

on the PWCS Schools and/or facilities. A specific location will be determined by the PWCS Environmental Project Manager.

6.14.2. The Contractor shall have a container that is enclosed and capable of being locked. A key to the lock shall be given to the PWCS Environmental Project Manager.

6.14.3. The Contractor shall post each side of the container with the proper asbestos warning signs.

6.14.4. The Contractor shall line the container with two (2) layers of minimum six (6) mil polyethylene to prevent leakage of any liquid or material onto PWCS property.

6.14.5. In case of a leak, the Contractor shall unload the container to locate the source of the leak. The leaking asbestos waste bags or drums shall be placed in new bags or drums and reloaded in the container by the Contractor at no additional cost to PWCS.

6.14.6. The Contractor shall use the storage container solely for the storage of asbestos waste. At no time will any other material be stored in the storage facility.

6.14.7. The Contractor shall not have the waste container removed and taken to any other asbestos removal project.

6.15. RESPIRATORY PROTECTION PROGRAMS:

6.15.1. The Contractor shall perform asbestos removal activities with full-faced type Powered Air Purifying Respirators (PAPR). PAPR respiratory protection shall be used until personal air monitoring results indicates the Contractor's use of a respirator with a lower Protection Factor may commence in accordance with 6.16.4 below.

6.15.2. The Contractor's use of a lower rated respirator to commence the removal activities shall only be approved when appropriate historical data of personal air monitoring results (Negative Exposure Assessment) are submitted to PWCS' Environmental Project Manager. Historical personal air monitoring data will only be accepted with the following documentation:

6.15.2.1. The description of previous jobs within the past twelve months. Including the size of job, type of asbestos material removed, job description of individual from which the sample was collected and work experience of monitored workers and worker to perform work.

6.15.2.2. The calibration data, including both pre and post calibration data.

6.15.2.3. The laboratory results. Laboratory results should be reported in f/cc, time and volume of the sample collected.

6.15.2.4. The laboratory qualifications.

6.15.2.5. If the samples were analyzed on the project site, then the qualifications of the analyst must be submitted.

6.15.3. The Contractor's respiratory protection program is required that meets the respiratory protection requirements of 29 CFR 1910.134. All respirators used shall be approved by the National Institutes of Occupational Safety and Health (NIOSH).

6.15.4. The lowest type of respiratory protection allowed during the entire asbestos removal project shall be a Half Face Negative Pressure Air Purifying Respirator. At no time during the removal project shall fibers exceed 0.01f/cc in the respirator mask.

6.15.5. A respirator fit test shall for all workers and authorized visitors shall be performed by the Contractor prior to entering any regulated area to ensure a proper fit.

6.15.6. The Contractor shall be responsible for the collection of OSHA required personal air monitoring. Personal air monitoring shall be collected daily and the results shall be posted at the job site and given to PWCS'S Asbestos Project Monitor within twenty-four (24) of time of collection unless the Contractor has met the requirements of 29 CFR 1926.1101 (f)(3).

6.16. WORKER PROTECTION:

6.16.1. The Contractor and authorized visitors shall perform the required safety activities prior to entering any regulated work area.

6.16.2. The Contractor and authorized visitors shall sign the work area containment list or security sign-in sheet. This list shall contain the following:

6.16.2.1. The name of individual

6.16.2.2. The Employee ID number of the individual

6.16.2.3. The time of entrance to the work area

6.16.3. The Contractor and authorized visitors shall remove and store all street clothes in the area provided for storage in the clean room.

6.16.4. The Contractor and authorized visitors shall dress in new clean full-body impermeable protective clothing. There shall be new protective clothing in the clean room at all times. The Contractor shall provide all protective clothing for the PWCS Asbestos Project Monitors and all authorized visitors.

6.16.5. The Contractor and authorized visitors shall put on the correct respirator protection.

6.16.6. The Contractor and authorized visitors, once in the equipment room, shall put on other non-cleanable protective clothing, such as rubber boots, gloves and eye protection. At no time shall workers or authorized visitors enter the work area without foot protection.

6.16.7. The Contractor and authorized visitors shall not remove their respirator while in the regulated work area. If individuals are found without respirators, they will be asked to leave the regulated area and not be allowed to re-enter.

6.16.8. The Contractor shall supply scaffolding with handrails, regardless of height of scaffold and type of work being conducted.

6.16.9. The Contractor shall supply and use eye protection and hard hats.

6.16.10. The Contractor must provide and incorporate adequate safety precautions to prevent heat related illness.

6.16.11. The Contractor, if an emergency egress is required, shall ensure that all workers leave the work area as dictated by the emergency situation and in accordance with his emergency plan.

6.16.12. The Contractor shall perform required decontamination requirements when exiting the regulated work area.

6.16.13. The Contractor, while in the dirty room, shall remove all contaminated clothing, except respirator, and place all contaminated disposable clothing in an asbestos waste bag. All other clothing must remain in the equipment room.

6.16.14. The Contractor, after the removal of all contaminated clothing, shall proceed to the shower room. While protecting the HEPA filter of the respirator, wash head, face, hands and rest of body thoroughly.

6.16.15. The Contractor shall sign out on the sign out sheet when leaving the clean room.

6.16.16. The Contractor shall exit the work area and perform complete decontamination prior

to conversing with co-workers, Owner's Representatives and taking breaks.

6.17. PRE-REMOVAL INSPECTION:

6.17.1. The Contractor shall have a pre-removal inspection prior to the start of asbestos removal. A pre-removal inspection will be conducted to insure the integrity of the work area containment.

6.17.2. PWCS' Asbestos Project Monitor will conduct the pre-removal inspections.

6.17.3. The Contractor shall have a representative present during the inspection. All items that need to be corrected shall be identified to the Contractor. All items must be corrected by the Contractor prior to starting the abatement work.

6.17.4. PWCS' Asbestos Project Monitor will inspect for the complete isolation of the work area as required by these specifications.

6.17.5. PWCS' Asbestos Project Monitor will inspect for the covering of permanent structures/equipment remaining in the work area with minimum six (6) mil poly.

6.17.6. PWCS' Asbestos Project Monitor will inspect for asbestos warning signs.

6.17.7. PWCS' Asbestos Project Monitor will inspect for complete and correct construction of the decontamination unit as required by these specifications.

6.17.8. PWCS' Asbestos Project Monitor will inspect for the proper operation of the air filtration system equipped as described in the Contractor's submittals.

6.17.9. PWCS' Asbestos Project Monitor will inspect for the correct number of HEPA air filtration units in the work area.

6.17.10. PWCS' Asbestos Project Monitor will inspect for the proper exhausting of HEPA air filtration unit.

6.17.11. PWCS' Asbestos Project Monitor will inspect for the correct pressure differential maintained in the contained work area.

6.17.12. PWCS' Asbestos Project Monitor will inspect for the availability of a properly functioning strip chart recorder.

6.18. INSPECTION OF THE WASTE STORAGE CONTAINER:

6.18.1. The Contractor shall have a pre-removal inspection of the storage container prior to the removal of any asbestos containing material.

6.18.2. PWCS' Asbestos Project Monitor will inspect for the proper security of the storage container, review of personnel responsible for daily security.

6.18.3. PWCS' Asbestos Project Monitor will inspect for the proper lining of the waste storage container.

6.18.4. PWCS' Asbestos Project Monitor will inspect for the proper precautions to prevent leakage.

6.18.5. PWCS' Asbestos Project Monitor will inspect for the proper labeling of the waste storage container.

6.19. ASBESTOS REMOVAL OPERATIONS:

6.19.1. The Contractor shall perform the following methods, or methods similar in practice and approved by the PWCS Project Monitor and/or PWCS Environmental Project Manager and Project Designer to remove the asbestos material. The Contractor shall remove all designated asbestos containing materials utilizing Full containment, Mini enclosures and Work Area Isolation.

6.19.2. Wet asbestos material with amended water, using spray equipment capable of providing a "mist" application to reduce the release of fibers. Small hand-held sprayers or a combination of water barrel, pump, hose, and nozzle controlled sprayers

may be used.

6.19.3. All Floor Tile/Mastic, Thermal System Insulation, and Window Frames are to be removed under Containment as specified by the Project Designer.

6.19.4. Isolate work area(s) with critical barriers and/or full containment for removal of Duct Seam Mastic.

6.19.5. All Wall Board Mastic is to be removed utilizing hand methods. Mechanical methods must be approved by the PWCS Project Manager prior to use. Isolate work area(s) with critical barriers and/or full containment, or Mini enclosures.

6.19.6. Remove saturated Pipe Elbow Thermal System Insulation asbestos material in small sections with two-person teams. Place sections into sealed double plastic bags of minimum 6-mil thickness as ACM is removed. Pack the material and place in labeled containers for transport. Material shall not be allowed to dry out prior to insertion into the container.

6.19.7. Containment method for demolition and disposal of Concrete Masonry Unit (CMU) walls by Contractor will be determined by PWCS prior to beginning the project.

6.19.8. Contractor shall use extreme care when using water in removal of ACM. Damage inside and outside the asbestos control area and throughout the remainder of the facility is the sole responsibility of the Contractor. All water shall be collected and filtered to 5.0 microns and discharged into the sanitary sewer system. The Contractor may trap and collect wastewater in impermeable containers and dispose of as ACM at its option rather than filtering and draining into the sanitary sewer system.

6.19.9. Seal filled containers - If 6-mil poly asbestos disposal bags are used, they shall be double-bagged. Contractor shall place warning labels on containers in accordance with Regulation 29 CFR 1926.1101 (k)(8) and 29 CFR 1910.1200 (f). Contractor shall clean external surfaces of containers thoroughly by wet-sponging in the designated area which is part of the equipment decontamination enclosure system. Move containers to the washroom, wet-clean each container thoroughly and move to the holding area pending removal to uncontaminated areas. Ensure that containers are removed from the holding area by workers who have entered from uncontaminated areas dressed in clean protective clothing.

6.19.10. After completion of stripping work, all surfaces from which asbestos has been removed shall be nylon-brushed or wet-sponged or cleaned by an equivalent method to remove all visible material. During this work, surfaces being cleaned shall be kept wet. Keep dust down at all times. Sprinkle, or treat with dust suppressors, areas disturbed by operations as needed. Fiber release episodes shall be avoided during removal. Dry brooming and/or air blowing are prohibited. The Contractor shall use vacuuming, wet mopping, or wet sweeping. Vacuuming shall be performed with only a unit having a HEPA filter approved for use with asbestos-containing dusts.

6.19.11. If during the removal process, the negative pressure differential falls below the specified limits in the asbestos control area, all removal operation shall **STOP IMMEDIATELY**. Work shall remain stopped until the cause of the problem is identified and proper negative pressure is reestablished. The loss of negative pressure shall be fully documented and the PWCS Project Manager notified. The Contractor shall observe the outside of the containment structure for punctures, tears and similar degradation where possible release may occur and repair immediately.

6.19.12. The Contractor shall remove all Asbestos Material from the work area prior to securing the work area on a daily basis.

6.20. DISPOSAL OF ASBESTOS-CONTAMINATED WASTE:

6.20.1. The Contractor shall treat all insulation removed as regulated asbestos waste, except where noted otherwise.

6.20.2. The Contractor shall clean all double bagged "goose necked" waste bags and wrapped contaminated material prior to leaving the work area. If drums are to be used, then the drums shall be cleaned prior to leaving the work area.

6.20.3. The Contractor shall wrap materials that cannot be bagged, in two (2) layers of minimum six (6) mil thick polyethylene sealed with duct tape.

6.20.4. The Contractor shall utilize clear asbestos waste bags as the outer bag.

6.20.5. The Contractor shall label all waste containers with the correct OSHA and NESHAP labeling requirements. All waste containers shall comply with OSHA, NESHAP and Department of Transportation (DOT) regulations.

6.20.6. The Contractor shall provide PWCS'S Asbestos Project Monitor a total bag count at the end of each working day.

6.20.7. The Contractor shall use respiratory protection and impermeable clothing (Tyvek™) while loading the asbestos waste bags or drums into the storage containers. Transport personnel shall use appropriate respiratory protection while handling asbestos-contaminated waste.

6.20.8. The Contractor shall use transporters that are registered to transport asbestos waste with the state(s) through which the material will be transported.

6.20.9. The Contractor shall dispose of asbestos waste in accordance with the amended NESHAP (40 CFR 61).

6.20.10. The Contractor shall within thirty five (35) days of the asbestos waste and asbestos contaminated waste leaving the work site, submit the original Waste Shipment Record (WSR) to the PWCS Environmental Project Manager. Final payments will not be processed until all waste manifests returning from landfill have been given to the PWCS Environmental Project Manager.

6.20.11. The Contractor shall be responsible for obtaining all Local, State and Federal permits that are required for the transportation of asbestos waste.

6.21. <u>REGULATED AREA FINE CLEANING, INSPECTION AND ENCAPSULATION</u>:

6.21.1. The Contractor's fine cleaning shall consist of wet-wiping, HEPA vacuuming and nylon brushing all surfaces within the regulated work area.

6.21.2. The Contractor shall not perform dry sweeping, dry brushing or any other dust raising activities.

6.21.3. The Contractor shall continue fine cleaning until there is no material or visible residue within the regulated work area.

6.21.4. Once the area passes a visual observation, and upon approval of PWCS' Project Monitor, the plastic mini-enclosure may be removed at the discretion of PWCS. Critical barriers and Negative Air System shall remain in place.

6.21.5. The Contractor shall clean the top layer of the plastic enclosure as described above after a minimum of eight (8) hours or the defined time duration as required by the Project Designer for the asbestos to settle. Next, a visual observation shall be conducted by PWCS' Project Monitor to insure that it is free of visible asbestos contamination. Once the area passes a visual observation, and upon approval of PWCS' Project Monitor, the top (dirty) layer of the plastic enclosure may be removed

at the discretion of PWCS. Critical barriers and Negative Air System shall remain in place.

6.21.6. The Contractor shall encapsulate all surfaces within the work area with a lockdown type asbestos encapsulant. When the encapsulant has dried sufficiently, for a period of not less than eight (8) hours or defined time of duration as required by the Project Designer, PWCS' Project Monitor shall perform Clearance Air Monitoring as outlined in Section 6.23 - Final Air Testing.

6.22. FINAL AIR TESTING:

6.22.1. PWCS' Project Monitor will collect all final air tests using the sampling protocol as dictated by 40 CFR Part 763 CFR - Asbestos Hazard Emergency Response Act; Final Rule and Notice. The work area is to be cleared by PCM and TEM.

6.22.2. PWCS' Project Monitor may, if required by PWCS, conduct pre-final air tests in the work area using PCM (NIOSH method 7400) analysis prior to the TEM final clearance sample collection. These samples will have a clearance level of 0.01 f/cc for each of the samples collected. For PCM analysis, the total liters of air collected shall be between 1,200 and 1,800 using high volume pumps with flow rates not to exceed 10 Liters/min.

6.22.3. PWCS' Project Monitor will use Aggressive Air Sampling techniques in the work area during the collection of the pre-final air tests.

6.22.4. PWCS' Project Monitor will collect the Final air tests and have the samples analyzed by TEM. The clearance level to be obtained shall be an average of 70 structures per square millimeter for all of the five (5) inside samples collected. The collection of the final air tests collected using high volume pumps shall be between 1,200 and 1,800 Liters with flow rates not to exceed 10 Liters/min.

6.22.5. The Contractor shall provide PWCS' Project Monitor with one (1) electric "leaf blower", one (1) electric box fan per 10,000 cubic feet of air volume and the necessary electrical extension cords to operate the equipment in each work area to be tested.

6.22.6. The Contractor shall consider all electrical equipment (fans and blowers) as contaminated for each failed final air test. If required, the Contractor shall provide the additional final air testing equipment until final air tests are complete, at no additional cost to PWCS.

6.22.7. The Contractor shall continue cleaning the work area until the final air clearance criteria is achieved, at no additional cost to PWCS.

6.22.8. PWCS' Project Monitor will request an eight (8) hour turn-around for all TEM analysis.

6.22.9. The Contractor shall assume all additional analytical costs beyond the first set of final air tests for each work area.

6.23. WORK AREA CLEAN-UP:

6.23.1. The Contractor shall remove the remaining critical barriers and all remaining polyethylene within four (4) hours from notice of passing the final clearance.

6.23.2. The Contractor shall remove all abatement equipment from the work area within four (4) hours from notice of passing the final clearance.

6.23.3. The Contractor shall be responsible to re-install all objects removed from the work area, and properly re-establish all mechanical and electrical systems to their original operating condition. **This may require the use of a licensed professional.**

6.23.4. The Contractor shall be responsible for cleaning and repairing all surfaces within the work area and areas adjacent to the work area to their original condition as identified in the pre-condition inspection. If surface damage occurs, the Contractor shall paint, trowel plaster, brick or fill all surface damage until a single uniform homogenous

appearance is evident, at no additional cost to PWCS. Final acceptance is based on approval of the PWCS Environmental Project Manager.

6.24. **LEAD CONTAINING SURFACE COATING SPECIFICATIONS:** Construction activities that involve lead are regulated by Occupational Safety and Health Administration (OSHA) Standard 29 CFR 1926.62. The standard currently does not define a specific concentration of lead that must be present within paint for it to be considered "lead-containing." Therefore, painted and glazed surfaces that contain any detectable concentrations of lead must be handled in accordance with the OSHA regulations. Since OSHA does not define a specific concentration of lead which must be present within paint for it to be considered "lead-containing," any Contractor performing work that could impact surface coatings that have detectable concentrations of lead should be informed of the testing results, and should take appropriate actions to comply with OSHA Lead in Construction Standard 29 CFR 1926.62.

Certain levels of engineering controls, worker protection, and worker training are required when impacting building components with lead-containing surface coatings. The increased level of engineering controls, worker protection, and worker training are determined based upon the specific work practice or activity and the related potential exposure to lead.

For the purposes of this specification and work activities expected to impact lead-based surface coatings as defined by Title 40, Code of Federal Regulation, Subpart 745 – RRP all the work activities shall be conducted per RRP requirements and or the categorized levels listed below as required by the Project Designer.

For the purposes of this specification and work activities expected to impact lead- containing surface coatings, the work activities have been categorized into three levels.

6.25. **LEVEL 1**

6.25.1. Level 1 work activities are demolition activities that would generate minimal to low amounts of lead-contaminated dust and require minimal engineering controls, worker protection, and worker training. Examples of these work activities would include demolition of a structure by a wrecking ball or by a front-end loader or similar type of heavy equipment. During this type of demolition activities, methods to control the generation of dust must be implemented. Demolition activities that grind, abrade, sand, cut, or otherwise create high amounts of visible dust should not be permitted. Manual demolition techniques, consisting of the use of non-powered hand tools to disassemble building components are also included in Level1 work activities.

6.25.2. For Level 1 work activities, at a minimum, the Contractor shall comply with the following:

6.25.3. Level 1 Engineering Controls:

6.25.3.1. Adequately wet the structure or building components being impacted;

6.25.3.2. Dry shoveling, dry sweeping, and the use of compressed air are prohibited; and

6.25.3.3. Use of plastic drop cloths, wet rags and/or mops, and vacuums equipped with High Efficiency Particulate Air (HEPA) filter to aide in clean up following manual dismantling of building components.

6.25.4. Level 1 Worker Protection:

6.25.4.1. Gloves and disposable shoe coverlets;

6.25.4.2. Face shields, vented goggles, or other appropriate eye protective equipment;

6.25.4.3. Appropriate hand washing and worker hygiene facilities; and

6.25.4.4. Providing that the Contractor has historical data establishing a Negative Exposure Assessment (NEA) in accordance with 29 CFR 1926.62, paragraph (d) *Exposure Assessment,* proving that similar demolition work activities will not generate airborne lead levels above the OSHA Permissible Exposure Limit (PEL) of 50 micrograms lead per cubic meter of air (µg/M³), the Contractor is not required to provide any additional personal protective equipment.

6.25.5. Level 1 Worker Training: Provide a training program in accordance with 29 CFR 1926.62, paragraph (l) *Employee Information and training;* and Two-hour Lead Awareness Training. When required; provide training per Title 40, Code of Federal Regulation, Subpart 745 – RRP.

6.26. **LEVEL 2**

6.26.1. Level 2 work activities are demolition activities that would generate low to moderate amounts of lead-contaminated dust and require moderate engineering controls, worker protection, and worker training. Examples of these work activities would include stripping or scraping a lead-containing surface coating and the demolition of a structure by the use of rotating blade power tools or dismantling building components with powered hand tools that grind, abrade, sand, cut, or otherwise create high amounts of visible dust. During this type of demolition activities, methods to control the generation of dust must be implemented as well as increased worker protection and lead training.

6.26.2. It is assumed that during Level 2 work activities workers will be exposed to lead above the OSHA Permissible Exposure Limit of 50 micrograms per cubic meter (µg/M³) lead. A Negative Exposure Assessment (NEA) in accordance with 29 CFR 1926.62, paragraph (d) *Exposure Assessment*, must be conducted by the Contractor prior to decreasing engineering controls, worker protection, or worker training requirements.

6.26.3. For Level 2 work activities, at a minimum, the Contractor shall comply with the following in addition to Level 1 engineering controls, worker protection, and worker training.

6.26.4. Level 2 Engineering Controls:

6.26.4.1. Administrative controls;

6.26.4.2. Demolition work areas shall be demarcated with barrier tape and lead warning signs in accordance with 29 CFR 1926.62, paragraph (m) *Signs;*

6.26.4.3. Fully contain the lead work areas with a enclosure constructed of minimum 6-mil polyethylene plastic, a three-stage decontamination chamber with a shower, and HEPA filter equipped air filtration units providing a minimum of -0.02" water pressure differential between the contained work areas and the surrounding areas;

6.26.4.4. Building components shall be demolished in a manner as to minimize the generation of dust;

6.26.4.5. The work area shall be misted with water as necessary to keep airborne dust levels to a minimum;

6.26.4.6. Contractor shall utilize powered hand tools equipped with HEPA filter shrouds when feasible; and

6.26.4.7. Prior to the end of each demolition work shift, the Contractor shall clean the demolition work area floors using HEPA filter equipped vacuums and wet sweeping/mopping techniques.

6.26.5. Level 2 Worker Protection:

6.26.5.1. Proper respiratory protection is required in accordance with 29 CFR 1926.62, paragraph (f) *Respiratory Protection* and 29 CFR 1910.134, Respiratory Protection, until an exposure assessment has been conducted in accordance with 29 CFR 1926.62, paragraph (d) *Exposure Assessment*. The appropriate respiratory protection for each specific work activity shall be selected based upon the exposure assessment data and 29 CFR 1926.62, Table - Respiratory Protection for Lead Aerosols;

6.26.5.2. Launderable coveralls or disposable semi-permeable full-body covering;

6.26.5.3. Medical surveillance in accordance with 29 CFR 1926.62, paragraphs (j) *Medical Surveillance* and (k) *Medical Removal Protection*;

6.26.5.4. Food, beverages, and tobacco products as well as the application of cosmetics are prohibited in the lead work areas; and

6.26.5.5. Clean change areas, showers, and eating facilities shall be provided by the Contractor in accordance with 29 CFR 1926.62, paragraph (i) *Hygiene Facilities and Practices*.

6.26.6. Level 2 Worker Training:

6.26.6.1. In accordance with EPA accredited training and Commonwealth of Virginia regulation Title 54.1, Chapter 5;

6.26.6.2. Workers performing Level 2 work activities must have successfully completed an EPA accredited 32-hour lead abatement worker training program;

6.26.6.3. Supervisors shall have successfully completed an EPA accredited 40-hour lead abatement supervisor training program; and

6.26.6.4. When required; provide training per Title 40, Code of Federal Regulation, Subpart 745 – RRP.

6.27. LEVEL 3

6.27.1. Level 3 work activities are demolition activities that would generate moderate to high amounts of airborne lead and require increased engineering controls, worker protection, and worker training. Examples of these work activities would include abrasive blasting, torch cutting, or welding of lead-containing surface coatings. It is highly recommended that these work activities be prohibited, as the potential to exposure to elevated amounts of airborne lead is extremely high. The recommended alternative to these work activities is to remove the lead-containing surface coating from the specific locations where the lead-containing surface coating is to be torch cut or welded in order to reduce the exposure to airborne lead.

6.27.2. It is assumed that during Level 3 work activities workers will be exposed to lead well above the OSHA Permissible Exposure Limit of 50 micrograms per cubic meter ($\mu g/M^3$) lead. Only properly trained lead abatement workers and supervisors shall perform Level 3 work activities. A Negative Exposure Assessment (NEA) in accordance with 29 CFR 1926.62, paragraph (d) *Exposure Assessment*, must be conducted by the Contractor prior to decreasing engineering controls, worker protection, or worker training requirements.

6.27.3. For Level 3 work activities, at a minimum, the Contractor shall comply with the following in addition to Level 1 and Level 2 engineering controls, worker protection, and worker training:

6.27.4. Level 3 Engineering Controls: Fully contain the lead work areas with a negative pressure enclosure constructed of minimum 6-mil polyethylene plastic, a three-stage decontamination chamber with a shower, and HEPA filter equipped air filtration units providing a minimum of -0.02" water pressure differential between the contained work areas and the surrounding areas

6.27.5. Level 3 Worker Protection: Same as Level 2 requirements.

6.27.6. Level 3 Worker Training: Same as Level 2 requirements.

6.28. DEMOLITION: The general scope of work includes the demolition of:

6.28.1. Ceiling systems, but not limited to drywall, ceiling panels, plaster and wood.

6.28.2. Walls to include, but not limited to, drywall, CMU, brick, paneling, and metal.

6.28.3. Flooring to include, but not limited to, floor tile, carpeting, sheet goods, concrete and terrazzo.

6.28.4. The Contractor shall prepare a Demolition Plan. Include in the plan procedures for careful removal and disposal of materials. A detailed description of methods and equipment to be used for each operation and of the sequence of operations.

6.28.5. The Contractor shall not begin demolition work until authorization is received from the PWCS Project Manager.

6.28.6. The Contractor shall not begin demolition work until all utility disconnections have been made by or coordinated with the PWCS Project Manager.

6.28.7. The Contractor shall remove demolition debris, and rubbish from project site, and transport in such a manner that prevents spillage on streets or adjacent areas. The Contractor shall apply all applicable federal, state and local regulations.

6.28.8. After complete demolition and cleanup, Contractor shall rough grade area to a uniform condition and seed project area.

6.28.9. Contractor shall evenly seed the area as soon as possible. Seed should be Kentucky Blue grass or approved equivalent by the PWCS Project Manager. After seeding, the Contractor shall mulch the area in a manor approved by the PWCS Project Manager.

6.29. DUST CONTROL:

6.29.1. The Contractor shall prevent the spread of dust and debris to occupied portions of the PWCS facility, to include but not limited to, adjacent classrooms, workrooms, offices and hallways.

6.29.2. The Contractor shall shut down and/or coordinate the de-energizing for HVAC equipment servicing the area, to include but not limited to, Fan Coil Units (FCUs), Air Handling Units (AHUs), and Root Top Units (RTUs). If HVAC systems are unable to be shut down, the systems shall be altered to prevent the spread of dust and debris.

6.29.2.1. Doors, windows, wall partitions are to remain closed during all demolition activities. The Contractor shall coordinate with the PWCS Project Manager, the use of air filtration equipment with high-efficiency particulate air (HEPA) filters capable of trapping and retaining 99.97 percent of particles greater than 0.3 micrometers. If methods are not adequate to prevent the spread of dust and debris, the Contractor shall install construction barriers at each opening of the work area. At the minimum, barriers shall be made of six (6) mil polyethylene.

6.29.2.2. At the end of each work shift, the Contractor shall broom sweep the floor

and/or be HEPA vacuumed. Halls leading to the work area shall be wet mopped each day or as directed by the PWCS Project Manager.

6.29.2.3. Work activities such as masonry saw cutting, fiberglass insulation removal and sand blasting are required to have an airless water sprayer in the work area to help the spread of dust and debris. All electrical equipment are required to have GFCI's installed. Contractor shall not use water if it results in hazardous or objectionable conditions such as, but not limited to, flooding, or pollution.

6.30. PROTECTION:

6.30.1. Where occupant and student safety is endangered, physical barricades shall be installed to prevent accidental entrance into the work area.

6.30.2. Construction zone signage shall be posted in areas adjacent to the work area.

6.30.3. Provide protective measures to control accumulation and migration of dust and dirt.

6.30.4. Construct and maintain shoring, bracing, and supports as required. Ensure that structural elements are not overloaded. Increase structural supports or add new supports as may be required as a result of any cutting, or demolition work performed under this contract.

6.30.5. Before, during and after the demolition work, the Contractor shall continuously evaluate the condition of the structure being demolished and take immediate action to protect all personnel working in and around the project site. No area, section, or component of floors, roofs, walls, columns, pilasters, or other structural element shall be allowed to be left standing without sufficient bracing, shoring, or lateral support to prevent collapse or failure while Contractor's work force is removing debris or performing other work in the immediate area.

6.31. EXISTING CONDITIONS: The Contractor shall:

6.31.1. Before beginning any demolition, survey the site and examine the specifications to determine the extent of the work. Record existing conditions or conflicting requirements and submit to the PWCS Project Manager within twenty-four hours of the survey.

6.31.2. Document the condition of structures and other facilities adjacent to areas of demolition. Photographs shall be acceptable as a record of existing conditions.

6.31.3. Include in the record, walls, finish floor elevations, possible conflicting electrical conduits, plumbing lines, alarms systems, the location and extent of existing cracks and other damage and description of surface conditions that exist prior to before starting work.

6.31.4. It is the Contractor's responsibility to verify and document all required outages which will be required during the course of work, and to note these outages on the record document.

6.31.5. Contractor shall not disturb existing building areas or grounds beyond the extent required for the demolition.

6.31.6. Contractor shall take necessary precautions to avoid damage to existing items to remain in place to include structural, mechanical and plumbing equipment. This equipment is intended to be reused, or to remain the property of PWCS.

6.31.7. Contractor shall (at their expense) repair or replace damaged items as approved by the Project Manager.

6.32. UTILITY SERVICE:

6.32.1. Prior to start of work, the Contractor shall coordinate with PWCS Project Manager, the use of electrical utilities serving the work area or have all utilities shut off by PWCS.

6.32.2. Prior to start of work, the Contractor shall coordinate with PWCS Project Manager, the use of plumbing utilities serving the work area or have all utilities shut off by PWCS.

6.33. RESTROOM FACILITIES:

6.33.1. Contractor's work force is not permitted to use PWCS rest room facilities. Portable rest rooms shall be supplied by the Contractor.

6.33.2. Prior to the start of demolition, the Contractor shall request an area of storage for restroom facilities.

6.34. STRUCTURAL STEEL: The Contractor shall:

6.34.1. Dismantle structural steel at field connections and in a manner that will prevent bending or damage. Salvage for reuse or recycle structural steel, steel joists, girders, angles, plates, columns and shapes. Do not use flame-cutting torches. A flame-cutting torch is only permitted when other methods of dismantling are not practical and is approved by the PWCS Project Manager prior to usage.

6.34.2. Transport steel joists and girders as whole units and not dismantled. Transport structural steel shapes to a designated recycling facility.

6.35. AIR CONDITIONING EQUIPMENT:

6.35.1. PWCS will remove/recover air conditioning, refrigeration, and other equipment containing Refrigerants.

6.35.2. Certification of refrigerant removal shall be provided to the Contractor.

6.36. ITEMS WITH UNIQUE/REGULATED DISPOSAL REQUIREMENTS:

6.36.1. PWCS will remove and recycle fluorescent lamps.

6.36.2. PWCS will remove and recycle lamp ballasts.

6.36.3. PWCS will remove and recycle mercury containing thermostats and equipment.

6.37. **MOLD CONTAMINATED SERVICES**: Certain levels of engineering controls, worker protection, and worker training are required when impacting building components with mold contaminated surfaces. The increased level of engineering controls, worker protection, and worker training are determined based upon the specific work practice or activity and the related potential exposure to mold.

For the purposes of this specification and work activities expected to disturb mold contaminated surfaces, the work activities have been categorized into three levels. Listed are the methods, which shall be required to abate/clean the materials.

6.37.1. METHOD 1: Wet vacuum. Steam Cleaning may be an alternative for carpets and some upholstered furniture.

6.37.2. METHOD 2: Damp-wipe surfaces with plain water or with detergent and scrub as needed.

6.37.3. METHOD 2A: Mist/fog materials with a 1:10 bleach solution. Let stand for a twenty-minute contact time, wipe dry if required. HEPA vacuum clean.

6.37.4. METHOD 3: High-Efficiency particulate air (HEPA) vacuum after the material has been thoroughly dried. Dispose of the contents of the HEPA vacuum in well-sealed plastic bags.

6.37.5. METHOD 4: Discard – remove water damaged materials and seal in plastic gags while inside of containment, if present. Dispose of as normal waste. HEPA vacuum area after it is dried.

6.37.6. METHOD 5: Discard in well-sealed plastic bags. Dispose of as normal waste.

6.37.7. METHOD 6: Clean pan so that condensate is unobstructed and flowing. If required or recommended, place biocide tablets in pans.

6.37.8. METHOD 7: Clean coils with detergent or approved coil cleaner. Prior to cleaning, HEAP vacuum coil surface.

6.37.9. METHOD 8: HEPA vacuum liner, coat with liner repair product.

6.38. **LEVEL 1**: Level 1 work activities are abatement/cleaning activities that have an approximate TOTAL SURFACE AREA OF LESS THAN 10 SQUARE FEET and have the following recommended engineering controls, worker protection, and worker training. For Level 1 work activities, the Contractor shall comply with the following:

Material	Methods	PPE	Containment/Special Criteria/Clearance
Papers	Method 5	N-95, Gloves, and goggles	Containment: Not required Special Criteria: None Clearance: Visual inspection by Environmental Project Manager
Books	Method 2, Method 2A Method 3 Method 5	N-95, Gloves, and goggles	Containment: Not required Special Criteria: None Clearance: Visual inspection by Environmental Project Manager
Concrete, brick, and cinder block	Method 2 Method 3	N-95, Gloves, and goggles	Containment: Not required Special Criteria: None Clearance: Visual inspection by Environmental Project Manager
Carpeting and Padding	Method 1 Method 3 Method 5	N-95, Gloves, and goggles	Containment: Not required Special Criteria: None Clearance: Visual inspection by Environmental Project Manager
Flooring	Method 2 Method 2A Method 3	N-95, Gloves, and goggles	Containment: Not required Special Criteria: None Clearance: Visual inspection by Environmental Project Manager
Rugs	Method 3 Method 5	N-95, Gloves, and goggles	Containment: Not required Special Criteria: None Clearance: Visual inspection by Environmental Project Manager
Ceiling tiles, 1-3 Tiles	Method 5	N-95, Gloves, and goggles	Containment: Not required Special Criteria: None Clearance: Visual inspection by Environmental Project Manager
Hard Surface	Method 2 Method 2A Method 3 Method 5	N-95, Gloves, and goggles	Containment: Not required Special Criteria: None Clearance: Visual inspection by Environmental Project Manager
Bulletin and Cork Boards	Method 2 Method 2A Method 3	N-95, Gloves, and goggles	Containment: Not required Special Criteria: None Clearance: Visual inspection by Environmental Project Manager
Drywall	Method 2 Method 2A Method 3	N-95, Gloves, and goggles	Containment: Not required Special Criteria: None Clearance: Visual inspection by Environmental Project Manager
Wood Surfaces	Method 2 Method 2A Method 3	N-95, Gloves, and goggles	Containment: Not required Special Criteria: None Clearance: Visual inspection by Environmental Project Manager
Upholstered Furniture	Method 1 Method 3	N-95, Gloves, and goggles	Containment: Not required Special Criteria: None Clearance: Visual inspection by Environmental Project Manager
Exterior Walls and walks	Method 2 Method 2A	N-95, Gloves, and goggles	Containment: Not required Special Criteria: None

Material	Methods	PPE	Containment/Special Criteria/Clearance
			Clearance: Visual inspection by Environmental Project Manager
Fiberglass Pipe Insulation	Method 2, Method 2a Method 3 Method 5	N-95, Gloves, and goggles	Containment: Not required Special Criteria: None Clearance: Visual inspection by Environmental Project Manager
Fiberglass Batt Insulation	Method 5	N-95, Gloves, and goggles	Containment: Not required Special Criteria: None Clearance: Visual inspection by Environmental Project Manager
HVAC Drain Pan – Typical Fan Coil Unit	Method 6 Method 3	N-95, Gloves, and goggles	Containment: Not required Special Criteria: Deenergize HVAC Clearance: Visual inspection by Environmental Project Manager
HVAC Coils – Typical Fan Coil Unit	Method 7	N-95 or approved respirator, Gloves, and goggles	Containment: Not required Special Criteria: Deenergize HVAC, HEPA prior to cleaning coils Clearance: Visual inspection by Environmental Project Manager
HVAC Liner – Fiberglass – Typical Fan Coil Unit	Method 8 Method 5	N-95 or approved respirator, Gloves, and goggles	Containment: Not required Special Criteria: Deenergize HVAC Clearance: Visual inspection by Environmental Project Manager
HVAC Cabinet – Typical Fan Coil Unit	Method 3	N-95 or approved respirator, Gloves, and goggles	Containment: Not required Special Criteria: Deenergize HVAC Clearance: Visual inspection by Environmental Project Manager

6.39. **LEVEL 2:** Level 2 work activities are abatement/cleaning activities that have an approximate SURFACE AREA OF 10 - 100 CONTINUOUS SQUARE FEET and require limited engineering controls, worker protection, and worker training. For Level 2 work activities, the Contractor shall comply with the following:

Material	Methods	PPE	Containment
Papers	Method 5	N-95, Gloves, and goggles	Containment: Not required, or determined in field by Environmental Project Manager. Special Criteria: Limited access, Deenergize HVAC Clearance: Visual inspection by Environmental Project Manager
Books 10 – 100 books	Method 2, Method 2A Method 3 Method 5	N-95, Gloves, and goggles	Containment: Not required, or determined in field by Environmental Project Manager. Special Criteria: Limited access, Deenergize HVAC Clearance: Visual inspection by Environmental Project Manager
Concrete, brick, and cinder block	Method 2 Method 3	N-95, Gloves, and goggles	Containment: Not required Special Criteria: Limited access, Deenergize HVAC Clearance: Visual inspection by Environmental Project Manager
Carpeting and Padding	Method 1 Method 3 Method 5	N-95, Gloves, and goggles	Containment: Limited, Critical Barriers and/or, Mini-containment Special Criteria: Limited access, Deenergize HVAC Clearance: Visual inspection by Environmental Project

Material	Methods	PPE	Containment
			Manager
Flooring	Method 2 Method 2A Method 3	N-95, Gloves, and goggles	Containment: Limited, Critical Barriers and/or, Mini-containment Special Criteria: Limited access, Deenergize HVAC Clearance: Visual inspection by Environmental Project Manager
Rugs	Method 3 Method 5	N-95, Gloves, and goggles	Containment: Not required Special Criteria: Limited access, Deenergize HVAC Clearance: Visual inspection by Environmental Project Manager
Ceiling tiles 3-6 Tiles	Method 5	N-95, Gloves, and goggles	Containment: Not required Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris Clearance: Visual inspection by Environmental Project Manager
Ceiling tiles 7-12 Tiles	Method 5	N-95, Gloves, and goggles	Containment: Limited, Critical Barriers and/or, Mini-containment Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris, scrub air (HEPA filtration) Clearance: Visual inspection by Environmental Project Manager
Hard Surface	Method 2 Method 2A Method 3 Method 5	N-95, Gloves, and goggles	Containment: Limited, Critical Barriers and/or , Mini-containment Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris, scrub air (HEPA filtration) Clearance: Visual inspection by Environmental Project Manager
Bulletin and Cork Boards	Method 2 Method 2A Method 3 Method 5	N-95, Gloves, and goggles	Containment: Limited, Critical Barriers and/or , Mini-containment Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris, scrub air (HEPA filtration) Clearance: Visual inspection by Environmental Project Manager
Drywall	Method 2 Method 2A Method 3	N-95, Gloves, and goggles	Containment: Limited, Critical Barriers and/or , Mini-containment Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris, scrub air (HEPA filtration) Clearance: Visual inspection by Environmental Project Manager
Wood Surfaces	Method 5	N-95, Gloves, and goggles	Containment: Limited, Critical Barriers and/or , Mini-containment Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris, scrub air (HEPA filtration) Clearance: Visual inspection by Environmental Project Manager
Upholstered Furniture	Method 5	N-95, Gloves, and goggles	Containment: Not required Special Criteria: Limited access, Deenergize HVAC Clearance: Visual inspection by Environmental Project Manager
Exterior Walls and walks	Method 2 Method 2A	N-95, Gloves, and goggles	Non required
Fiberglass Pipe Insulation	Method 2, Method 2a Method 3 Method 5	N-95, Gloves, and goggles	Containment: Limited, Critical Barriers and/or , Mini-containment Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris, scrub air (HEPA filtration) Clearance: Visual inspection by Environmental Project

Material	Methods	PPE	Containment
			Manager
Fiberglass Batt	Method 5	N-95, Gloves, and goggles	Containment: Limited, Critical Barriers and/or , Mini-containment Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris, scrub air (HEPA filtration) Clearance: Visual inspection by Environmental Project Manager
HVAC Drain Pan – AHUs and RTUs	Method 6 Method 3	N-95, Gloves, and goggles	Shut down HVAC
HVAC Coils – AHUs and RTUs	Method 7	N-95 or approved respirator, Gloves, and goggles	Containment: Limited, determined in field Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris after cleaning, scrub air (HEPA filtration) while cleaning Clearance: Visual inspection by Environmental Project Manager
HVAC Liner – Fiberglass – AHUs and RTUs	Method 8 Method 5	N-95 or approved respirator, Gloves, and goggles	Containment: Limited, determined in field Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris after cleaning, scrub air (HEPA filtration) while cleaning Clearance: Visual inspection by Environmental Project Manager
HVAC Cabinet – AHUs and RTUs	Method 3	N-95 or approved respirator, Gloves, and goggles	Containment: Limited, determined in field Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris after cleaning, scrub air (HEPA filtration) while cleaning Clearance: Visual inspection by Environmental Project Manager

6.40. **LEVEL 3**: Level 3 work activities are abatement/cleaning activities that have an approximate TOTAL SURFACE AREA OF > 100 SQUARE FEET and require engineering controls, worker protection, and worker training. For Level 3 work activities, the Contractor shall comply with the following:

Material	Methods	PPE	Containment
Papers	Method 5	N-95, ½ half, Full face, Gloves, goggles, and disposable overalls.	Containment: Limited, Critical Barriers and/or, Mini-containment, determined in field. Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris after cleaning, scrub air (HEPA filtration) while cleaning. Clearance: Visual inspection by Environmental Project Manager
Books > 100 books	Method 2, Method 2A Method 3 Method 5	N-95, ½ half, Full face, Gloves, goggles, and disposable overalls.	Containment: Limited, Critical Barriers and/or, Mini-containment, or determined in field. Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris after cleaning. Scrub air (HEPA filtration) while cleaning. Clearance: Visual inspection by Environmental Project Manager
Concrete, brick, and cinder block	Method 2 Method 3	N-95, ½ half, Full face, Gloves, goggles, and disposable	Containment: Full, and/or, Mini-containment, containments equipped with three (3) stage decontamination unit. Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris after cleaning. Scrub air

Material	Methods	PPE	Containment
		overalls.	(HEPA filtration) while cleaning. Clearance: Visual inspection by Environmental Project Manager
Carpeting and Padding	Method 1 Method 3 Method 5	N-95, ½ half, Full face, Gloves, goggles, and disposable overalls.	Containment: Full, and/or, Mini-containment, containments equipped with three (3) stage decontamination unit. Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris after cleaning, scrub air (HEPA filtration) while cleaning. Clearance: Visual inspection by Environmental Project Manager
Flooring	Method 2 Method 2A Method 3	N-95, ½ half, Full face, Gloves, goggles, and disposable overalls.	Containment: Full, and/or, Mini-containment, containments equipped with three (3) stage decontamination unit. Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris after cleaning, scrub air (HEPA filtration) while cleaning. Clearance: Visual inspection by Environmental Project Manager
Rugs	Method 3 Method 5	N-95, ½ half, Full face, Gloves, goggles, and disposable overalls.	Containment: Full, and/or, Mini-containment, containments equipped with three (3) stage decontamination unit. Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris after cleaning. Scrub air (HEPA filtration) while cleaning. Clearance: Visual inspection by Environmental Project Manager
Ceiling tiles	Method 5	N-95, ½ half, Full face, Gloves, goggles, and disposable overalls.	Containment: Full, and/or, Mini-containment, containments equipped with three (3) stage decontamination unit. Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris after cleaning, scrub air (HEPA filtration) while cleaning. Clearance: Visual inspection by Environmental Project Manager, shut down HVAC, Critical openings,
Hard Surface	Method 2 Method 2A Method 3 Method 5	N-95, ½ half, Full face, Gloves, goggles, and disposable overalls.	Containment: Full, and/or, Mini-containment, containments equipped with three (3) stage decontamination unit. Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris after cleaning, scrub air (HEPA filtration) while cleaning. Clearance: Visual inspection by Environmental Project Manager
Bulletin and Cork Boards	Method 2 Method 2A Method 3 Method 5	N-95, ½ half, Full face, Gloves, goggles, and disposable overalls.	Containment: Full, and/or, Mini-containment, containments equipped with three (3) stage decontamination unit. Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris after cleaning, scrub air (HEPA filtration) while cleaning. Clearance: Visual inspection by Environmental Project Manager
Drywall	Method 2 Method 2A Method 3	N-95, ½ half, Full face, Gloves, goggles, and disposable overalls.	Containment: Full, and/or, Mini-containment, containments equipped with three (3) stage decontamination unit. Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris after cleaning, scrub air (HEPA filtration) while cleaning.

Material	Methods	PPE	Containment
			Clearance: Visual inspection by Environmental Project Manager
Wood Surfaces	Method 5	N-95, ½ half, Full face, Gloves, goggles, and disposable overalls.	Containment: Full, and/or, Mini-containment, containments equipped with three (3) stage decontamination unit. Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris after cleaning, scrub air (HEPA filtration) while cleaning. Clearance: Visual inspection by Environmental Project Manager
Upholstered Furniture	Method 5	N-95, ½ half, Full face, Gloves, goggles, and disposable overalls.	Containment: Full, and/or, Mini-containment, containments equipped with three (3) stage decontamination unit. Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris after cleaning, scrub air (HEPA filtration) while cleaning. Clearance: Visual inspection by Environmental Project Manager
Exterior Walls and walks	Method 2 Method 2A	N-95, ½ half, Full face, Gloves, goggles, and disposable overalls.	Containment: Full, and/or, Mini-containment, containments equipped with three (3) stage decontamination unit. Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris after cleaning. Scrub air (HEPA filtration) while cleaning. Clearance: Visual inspection by Environmental Project Manager.
Fiberglass Pipe Insulation	Method 2, Method 2A Method 3 Method 5	N-95, ½ half, Full face, Gloves, goggles, and disposable overalls.	Containment: Full, and/or, Mini-containment, containments equipped with three (3) stage decontamination unit. Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris after cleaning, scrub air (HEPA filtration) while cleaning. Clearance: Visual inspection by Environmental Project Manager
Fiberglass Batt	Method 5	N-95, ½ half, Full face, Gloves, and goggles	Containment: Full, and/or, Mini-containment, containments equipped with three (3) stage decontamination unit. Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris after cleaning, scrub air (HEPA filtration) while cleaning. Clearance: Visual inspection by Environmental Project Manager
HVAC Drain Pan	Method 6 Method 3	N-95, ½ half, Full face, Gloves, and goggles	Containment: Full, and/or , Mini-containment, containments equipped with three (3) stage decontamination unit. Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris after cleaning, scrub air (HEPA filtration) while cleaning. Clearance: Visual inspection by Environmental Project Manager
HVAC Coils	Method 7	N-95, ½ half, Full face, Gloves, and goggles	Containment: Full, and/or, Mini-containment, containments equipped with three (3) stage decontamination unit. Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris after cleaning. Scrub air (HEPA filtration) while cleaning.

Material	Methods	PPE	Containment
			Clearance: Visual inspection by Environmental Project Manager
HVAC Liner - Fiberglass	Method 8 Method 5	N-95, ½ half, Full face, Gloves, and goggles	Containment: Full, and/or , Mini-containment, containments equipped with three (3) stage decontamination unit. Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris after cleaning, scrub air (HEPA filtration) while cleaning. Clearance: Visual inspection by Environmental Project Manager
HVAC Cabinet	Method 3	N-95, ½ half, Full face, Gloves, and goggles	Containment: Full, and/or , Mini-containment, containments equipped with three (3) stage decontamination unit. Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris after cleaning, scrub air (HEPA filtration) while cleaning. Clearance: Visual inspection by Environmental Project Manager
HVAC Duct	Contracted	Contracted	Containment: Full, and/or, Mini-containment, containments equipped with three (3) stage decontamination unit. Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris after cleaning. Scrub air (HEPA filtration) while cleaning. Clearance: Visual inspection by Environmental Project Manager

6.41. PERFORMANCE REQUIREMENTS: The Contractor shall complete all service calls as indicated below:

6.41.1. Abatement Services (normal): PWCS requires that service response to be made at destination within five (5) working days after initial receipt of call by PWCS for routine abatement service.

6.41.2. Emergency Services: In the event of an emergency, the PWCS Environmental Project Manager shall notify the Contractor to meet at the project site with the PWCS Environmental Project Manager within eight (8) hours from the initial contact. At that time the PWCS Environmental Project Manager will give the Contractor the Project Manual, drawings, and/or verbal directions, walk through the work area and answer all questions pertaining to the project. The Contractor shall begin abatement services immediately following this meeting. The Contractor shall complete emergency services seven days per week, 24 hours per day.

6.41.2.1. If the Contractor fails to respond to an emergency call within the time allowed after verbal notification, PWCS has the right to call another vendor to make the emergency repairs, and the Contractor shall be charged by PWCS for cost in excess of the original contract amount.

6.41.2.2. The Contractor shall provide means of contact to PWCS for Emergency Services.

6.42. COST PROPOSALS:

6.42.1. The Contractor shall meet at the project site with the PWCS Environmental Project Manager within five (5) working days of the initial contact to ascertain site conditions. At that time the PWCS Environmental Project Manager will provide the

Contractor with a Project Manual and/or drawings, walk through the work area and answer all questions pertaining to the project.

6.42.2. Within five (5) working days of the project site visit, the Contractor shall submit a written not to exceed amount cost proposal based on the unit prices identified herein, to the PWCS Environmental Project Manager and indicate their ability to meet the project schedule requirements. It is at the sole discretion of the PWCS Environmental Project Manager on which Contractor to contact for each given project.

6.42.3. Prior to the acceptance of the cost proposal and issuance of a valid PWCS Purchase Order, the PWCS Environmental Project Manager and Contractor shall mutually agree upon an expected start and completion date for each particular job order. Such dates shall be included on the ensuing Purchase Order.

6.42.4. Specific start and end dates are specified for project phases and are inclusive of the final air testing and analysis. These are times set forth to indicate that the project phase needs to be released to the Contractor; the Contractor shall be totally out of the area by the end date.

6.42.5. Cost Proposals shall include all travel, labor, disposal fees, tools, equipment, permits, notifications, profit and overhead, and all other expenses as may be necessary to complete the necessary work.

6.42.6. The Contractor is not authorized to start work until in receipt of a valid PWCS purchase order.

6.42.6.1. A valid PWCS purchase order will be issued after receipt and approval of the cost proposal.

6.42.6.2. Any work performed without receiving a valid PWCS purchase order is not authorized and subject to nonpayment.

6.42.6.3. Any changes or modifications to an authorized valid PWCS purchase order shall be approved by the PWCS Environmental Project Manager in writing prior to starting said work.

6.43. WORK HOURS:

6.43.1. The Contractor may be required to perform abatement services at any time during the year, on an emergency or non-emergency basis.

6.43.2. Routine abatement work shall be performed Monday through Friday from 6:00 a.m. to 4:30 p.m. (except for PWCS observed holidays).

6.43.3. Bidder shall indicate, on the Pricing Schedule, a contact person's name and telephone number for normal working hours, 6:00 a.m. – 4:30 p.m., Monday through Friday and for work outside the normal working hours.

6.43.4. Any service requests that are made or work required by PWCS beyond the normal PWCS working hours, PWCS observed holidays and/or weekends shall be considered as overtime.

6.43.5. Man-hours paid under this contract shall be for productive hours at the job site only as evidenced with signed work tickets provided by the Contractor to the PWCS Environmental Project Manager, or his designee. Travel time to PWCS sites is not considered part of the work day.

6.44. WORKMANSHIP/EXPERIENCE:

6.44.1. The Contractor shall employ fully qualified and skilled personnel who must perform all abatement related work in a thorough workmanship like manner.

6.44.2. Prior to the start of work, the PWCS Environmental Project Manager shall coordinate and distribute to the Contractor individual Employee Identification Badges which shall be displayed by each Contractor's employee upon entering any PWCS property. The Contractor's personnel shall sign in and out of the PWCS buildings through the main office at each site. The PWCS Environmental Project Manager shall provide a Point of Contact should the Project Manager be unable to meet the Contractor at the project site.

6.44.3. The Contractor shall have one (1) employee at each job site, which is designated as a supervisor. This individual shall be the liaison between the Contractor and PWCS Environmental Project Manager, or his designee. This individual shall be able to communicate freely in English and easily with the PWCS personnel and shall have on hand a list of phone numbers for the PWCS project contacts. The Contractor's employees shall also have a way to contact his/her supervisor should the need arise.

6.44.4. The Contractor shall obtain prior approval from PWCS for the use of subcontractors who perform work under this contract. The Contractor shall be responsible to completely supervise and direct all work under this contract, and all subcontractors, material suppliers, etc., engaged in the required work. The Contractor shall remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

6.44.5. The Contractor shall arrive at the job site prepared with the correct materials and equipment (such as service vehicles, ladders, tools) and shall maintain an adequate supply of manpower to complete the work assignment in a safe and timely manner.

6.44.6. All work shall be done in such a manner as to cause as little inconvenience as possible to the building patrons and general public.

6.44.7. All work shall be high quality, first class and performed in a neat and workmanship like manner. When notified by the PWCS Environmental Project Manager, all substandard work, materials and/or damages, when discovered, shall be removed immediately, not to exceed forty-eight (48) hours and repaired by the Contractor at no additional expense to PWCS.

6.44.8. If the Contractor shall neglect or refuse to remove such unsatisfactory work or materials within 48 hours after the receipt of the above mentioned notice, or if they shall not make satisfactory progress in doing so, the PWCS Environmental Project Manager may correct the work or remove the materials to have them corrected in accordance with contract specifications, and the additional expense shall be charged to the Contractor. Such expense shall be deducted from any monies due or to become due to the Contractor under the contract.

6.44.9. The Contractor shall not act on requests or take direction from anyone except the designated PWCS Environmental Project Manager or their designee.

6.44.10. At the discretion of the PWCS Environmental Project Manager, any employee of the Contractor and/or subcontractor may be removed with or without cause, from any project site.

6.44.11. The Contractor shall be capable of performing multiple assignments at one time for

both emergency and non-emergency calls.

6.45. INVOICES: The Contractor shall provide a service ticket for each order that must include a minimum of the following information:

6.45.1. Contractor's Name

6.45.2. PWCS Purchase Order Number

6.45.3. Job Location(s)

6.45.4. Detailed Description of Work Done

6.45.5. Date(s) of Work

6.45.6. Hours worked each day for each employee for services rendered

6.45.7. Itemized List of Materials and Rental Equipment with line item pricing

6.45.8. Costs incurred for transportation of workers; material acquisition; handling and delivery for movement of Contractor-owned equipment or rented equipment; project administration; inspections; disposal fees; estimates and administrative duties **are not chargeable directly, but are considered to be overhead and must be included in the hourly labor rates quoted under this solicitation.**

6.45.9. The Contractor will only be paid for materials actually used. Any materials that the Contractor was authorized to purchase for a specific job assignment and not fully used to capacity shall be treated as residual materials and shall be turned over to the PWCS Environmental Project Manager upon completion of the job assignment. No allowances will be made for other materials ordered by the Contractor that were not authorized by PWCS.

6.45.10. Once an invoice has been submitted, the PWCS Environmental Project Manager shall inspect the work for compliance with the PWCS Purchase Order. If there are corrections to be made, written notice will be sent to the Contractor within ten (10) days. When corrective work has been completed and verified, the PWCS Environmental Project Manager will approve the invoice for payment.

6.45.11. The Contractor may be required to provide materials, equipment rental (such as cranes, aerial lifts, scaffolding, temporary fencing) and/or subcontractors to fulfill the requirements of the contract. If the Contractor provides materials, equipment rental or subcontractors for items not already identified in the specifications and pricing, the compensation will be based on the actual cost of the materials, equipment rental and subcontractors with an administrative fee equal to the percentage indicated:.

Materials Administrative Fee: 6%
Equipment Rental Administrative Fee: 7%
Subcontracting Administrative Fee: 5%

6.45.12. Invoices which include material, equipment rental or subcontractor charges shall be accompanied by suppliers/subcontractor's itemized invoices to substantiate cost to Contractor.

7. **PRICING:** The Contractor shall provide a firm fixed unit price, hourly rates for Environmental Abatement Services in accordance with the specifications, and terms and conditions identified herein. Prices and rates shall include all direct and indirect costs such as travel, disposal fees, permits, profit and overhead, supervision, etc.

Item #	Description	Unit of Measure	Unit Price
Containment's - Asbestos, Lead, and Mold. Based on Surface Area of Total Project (Price to include decontamination units, air filtration machines, and waste disposal)			
1	Full containment - 0-15' above floor	SF	$1.18
2	Full containment – 16'-30' above floor	SF	$1.77
THERMAL STRAIGHT PIPE INSULATION (Price to include waste disposal)			
3	Asbestos thermal insulation 0 - 6" dia, 0 -500 L.F., 0 -15' above floor	LF	$3.75
4	Asbestos thermal insulation 0 - 6" dia, >500 K.F., 0 -15' above floor	LF	$5.60
5	Asbestos thermal insulation 0 - 6" dia, 0 -500 L.F., 16' - 30' above floor	LF	$8.75
6	Asbestos thermal insulation 0 - 6" dia, >500 L.F., 16' - 30' above floor	LF	$12.65
THERMAL PIPE FITTING INSULATION (One fitting is equivalent to three linear feet of insulation) (Price to include waste disposal)			
7	Asbestos pipe fittings 0 - 6" dia, 0 - 100 ea. 0 -15' above floor	EA	$4.29
8	Asbestos pipe fittings 0 - 6" dia, >100 ea. 0 -15' above floor	EA	$6.64
9	Asbestos pipe fittings 0 - 6" dia, 0 - 100 ea. 16' - 30' above floor	EA	$9.85
10	Asbestos pipe fittings 0 - 6" dia, >100 ea. 16' - 30' above floor	EA	$13.50
STRAIGHT PIPE AND THERMAL PIPE FITTING FIBERGLASS INSULATION WITH ASBESTOS VAPOR BARRIER/CONSTRUCTION MASTIC (Price to include disposal)			
11	Asbestos mastic on thermal insulation 0 - 6" dia, 0 - 500 L.F., 0 - 15' above floor	LF	$5.91
12	Asbestos mastic on thermal insulation 0 - 6" dia, >500 L.F, 0 - 15' above floor	LF	$5.54
13	Asbestos mastic on thermal insulation 0 - 6" dia, 0 - 500 L.F., 16' – 30' above floor	LF	$7.64
14	Asbestos mastic on thermal insulation 0 - 6" dia, > 500 L.F., 16' – 30' above floor	LF	$6.91
ASBESTOS FLOOR TILE, COVEBASE AND ASSOCIATED MASTIC (Price to include waste disposal)			
15	Asbestos floor tile and mastic 0 – 5000 S.F.	SF	$3.50
16	Asbestos floor tile and mastic > 5,000 S.F.	SF	$2.75
17	Two layers of floor tile and mastic 0 – 5000 S.F.	SF	$6.26
18	Two layers of floor tile and mastic > 5,000 S.F.	SF	$5.91
19	Three layers of floor tile and mastic 0 – 5000 S.F.	SF	$7.64
20	Three layers of floor tile and mastic > 5,000 S.F.	SF	$7.36
21	Carpet, asbestos floor tile and mastic 0 – 5000 S.F.	SF	$3.50

22	Carpet, asbestos floor tile and mastic > 5,000 S.F.	SF	$2.75
23	Two layers of floor tile, 3/4" plywood underlayment and mastic 0 – 5000 S.F.	SF	$4.36
24	Two layers of floor tile, 3/4" plywood underlayment and mastic > 5,000 S.F.	SF	$2.75
REMOVAL OF ASBESTOS PIPE DEBRIS AND CONTAMINATED EARTH (Price to include waste disposal)			
25	Removal of dry earth and debris 0 - 2500 S.F., per inch of soil	SF	$4.45
26	Removal of dry earth and debris >2500 S.F., per inch of soil	SF	$3.82
27	Removal of wet earth and debris 0 - 2500 S.F., per inch of soil	SF	$5.25
28	Removal of wet earth and debris >2500 S.F., per inch of soil	SF	$4.45
29	Removal of mud earth and debris 0 - 2500 S.F., per inch of soil	SF	$6.20
30	Removal of mud earth and debris >2500 S.F., per inch of soil	SF	$5.54
HVAC DUCT INSULATION WITH ASBESTOS VAPOR BARRIER/CONSTRUCTION MASTIC (Price to include waste disposal)			
31	Asbestos mastic on HVAC duct 0 - 30", 0 – 15' above floor 0 – 15", 0 - 500 L.F.	LF	$2.94
32	Asbestos mastic on HVAC duct 0 - 30", 0 – 15' above floor, > 500 L.F.	LF	$4.25
33	Asbestos mastic on HVAC duct 0 - 30", 16' - 30' above floor, 0 - 500 L.F.	LF	$6.24
34	Asbestos mastic on HVAC duct 0 - 30", 16' - 30' above floor, > 500 L.F.	LF	$5.64
ASBESTOS SPRY-ON FIRE PROFFING (All spray-on is fibrous) (Price to include waste disposal)			
35	Asbestos spay-on fire proofing. 0 – 15' above floor, 0 - 500 S.F	SF	$13.26
36	Asbestos spay-on fire proofing > 500 S.F. 0 – 15' above floor, > 500 L.F.	SF	$12.81
37	Asbestos spay-on fire proofing 16' – 30' above floor, 0 - 500 S.F	SF	$15.26
38	Asbestos spay-on fire proofing > 500 S.F. 16' – 30' above floor, > 500 L.F.	SF	$14.81
ASBESTOS TRANSITE PIPE (Pipe will be exposed by other) (Price to include waste disposal)			
39	Asbestos transite pipe 0 - 500 L.F.	LF	$79.75
40	Asbsetos transite pipe > 500 L.F	LF	$75.50
ASBESTOS TRANSITE DUCT (Price to include waste disposal)			
41	Asbestos transite duct 0 - 500 L.F.	LF	$79.75
42	Asbestos transite duct > 500 L.F.	LF	$75.50
ASBESTOS TRANSITE BOARD (Price to include waste disposal)			
43	Asbsetos transite board 0 - 500 S.F.	SF	$2.50
44	Asbestos transite board > 500 S.F.	SF	$3.50
DRYWALL WALL WITH ASBESTOS JOINT COMPOUND (Price to include waster disposal)			

45	Asbestos drywall with joint compound 0-15' above floor, 0 - 1000 S.F.	SF	$4.00
46	Asbestos drywall with joint compount 0-15' above floor, >1000 S.F.	SF	$2.00
ASBESTOS PLASTER WALLS AND CEILINGS (Price to include waste disposal)			
47	Asbestos walls and ceilings 0 - 15' above floor, 0 - 1000 S.F.	SF	$9.00
48	Asbestos walls and ceilings 0 - 15' above floor, > 1000 S.F.	SF	$8.25
BLACKBOARD AND ASBESTOS MASTIC (Price to include waste disposal)			
49	Small tack or blackboard and mastic, up to 4' x 8'	EA	$4.25
50	Large tack or blackboard and mastic, up to 4' x 16'	EA	$2.50
GLUED CEILING PANEL WITH ASBESTOS GLUE (Priced to include waste disposal)			
51	Glued ceiling panel 0-15' above floor, 0 -1000 S.F.	SF	$6.25
52	Glued ceiling panel 0-15' above floor, >1000 S.F.	SF	$5.25
53	Glued ceiling panel 16'-30' above floor, 0-1000 S.F.	SF	$8.25
54	Glued ceiling pane 16'- 30' above floor, >1000 S.F.	SF	$7.25
CHASE PENETRATIONS AND WALL DEMOLITION UNDER CONTAINMENT (Price to include waste disposal)			
55	CMU penetration/wall demolition, non-load barring, 0 - 500 S.F.	SF	$7.79
56	CMU penetration/wall demolition, non-load barring, >500 S.F.	SF	$6.25
ACM ROOFING, MASTIC (Price to include waste disposal)			
57	Field, Mastic, flashing, 0 - 5000 S.F.	SF	$1.50
58	Field, Mastic, flashing, > 5000 S.F.	SF	$2.50
DUMPSTER/WASTE			
59	Construction debris dumpster, roll-off, 30 cubic yard, per month	MTH	$75.00
60	Construction debris dumpster, cubic yard	CY	$45.00
61	Lead waster (hazardous waste) cubic yard	CY	$250.00
62	Lead waster (hazardous waste) per 55 gallon drum	DRUM	$650.00
ASBESTO LABOR			
63	Supervisor - regular rate	HOUR	$50.99
64	Supervisor - overtime rate	HOUR	$73.93
65	Worker - regular rate	HOUR	$36.95
66	Worker - overtime rate	HOUR	$53.58
LEVEL 1 LEAD LABOR - MANUAL METHOD			

67	Supervisor - regular rate	HOUR	$50.99
68	Supervisor - overtime rate	HOUR	$73.93
69	Asbestos worker - regular rate	HOUR	$36.95
70	Asbestos worker - overtime rate	HOUR	$53.58
LEVEL 1 LEAD LABOR - CHEMICAL METHODS/HEAT			
71	Supervisor - regular rate	HOUR	$50.99
72	Supervisor - overtime rate	HOUR	$73.93
73	Asbestos worker - regular rate	HOUR	$36.95
74	Asbestos worker - overtime rate	HOUR	$53.58
LEVEL 2 LEAD LABOR (Manual methods, 0-15') (Includes waste if Non-hazardous)			
75	Chemical stripping of lead-containing door frames with multiple layers of paint	EA	$650.00
76	Stripping or scrapping lead-containing surfaces with multiple layers paint, 0-250 S.F.	SF	$15.00
77	Stripping or scrapping lead-containing surfaces with multiple layers paint, >250 S.F.	SF	$14.00
78	Removal of ceramic wall tile and/or CMU block with lead-containing glazing with thing-set mortar adhesive, 0-100 S.F.	SF	$17.89
79	Removal of ceramic wall tile and/or CMU block with lead-containing glazing with thing-set mortar adhesive, >100 S.F.	SF	$9.00
LEVEL 3 LEAD LABOR (Manual Methods)			
80	Supervisor - regular rate	HOUR	$45.00
81	Supervisior - overtime rate	HOUR	$67.50
82	Worker - regular rate	HOUR	$34.00
83	Worker - overtime rate	HOUR	$51.00
DEMOLITION (includes dump fee, and Demolition permits.)			
84	Non-asbestos lay-in ceiling panels and grid 0-5000 S.F.0 - 15' above floor	SF	$2.00
85	Non-asbestos lay-in ceiling panels and grid >5000 S.F. 0 - 15' above floor	SF	$1.00
86	Non-asbestos lay-in ceiling panels and grid 0-5000 S.F. 16' - 30' above floor	SF	$6.25
87	Non-asbestos lay-in celing panels and grid >5,000 S.F. 16' - 30' above floor	SF	$5.50
88	Non-asbestos lay-in ceiling panels, grid and drop-in Lamps 0-5000 S.F. 0 - 15' above floor	SF	$3.25
89	Non-asbestos lay-in ceiling panels, grid and drop-in Lamps >5,000 S.F. 0 - 15' above floor	SF	$2.50
90	Non-asbestos lay-in celing panels, grid and drop-in Lamps 0 -5000 S.F. 16 -30' above floor	SF	$4.29
91	Non-asbestos lay-in celing panels, grid and drop-in Lamps >5,000 S.F. 16 -30 above floor	SF	$3.50
92	Floor tile, cove base and associated mastic 0 - 5000 S.F.	SF	$4.00

93	Floor tile, cove base and associated mastic >5,000 S.F.	SF	$3.50
94	Carpet, cove base and associated mastic 0 - 5000 S.F.	SF	$1.25
95	Carpet, cove base and associated mastic > -5,000 S.F.	SF	$0.75
96	Interior wall/window, drywall with wood framing, 0 - 300 S.F. 0 - 15' above floor	SF	$2.75
97	Interior wall/window, drywall with wood framing, > - 300 S.F. 0 - 15' above floor	SF	$2.00
98	Interior wall/window, CMU, 0 - 300 S.F. 0 - 15' above floor	SF	$7.00
99	Interior wall/window, CMU, >300 S.F. 0 - 15' above floor	SF	$7.26
100	Small tack or blackboard and mastic, up to 4' x 8'	EA	$150.00
101	Large tack or blackboard and mastic, up to 4' x 16'	EA	$250.00
DEMOLITION LABOR (Manual Methods)			
102	Supervisor - regular rate	HOUR	$45.00
103	Supervisor - overtime rate	HOUR	$67.50
104	Worker - regular rate	HOUR	$34.00
105	Worker - overtime rate	HOUR	$51.00
MOLD ABATEMENT (includes dump fee, and Demolition permits.)			
Drywall Removal			
106	0-100	SF	$6.10
107	>100	SF	$5.25
Ceiling Tile Removal			
108	0-100	SF	$4.25
109	>100	SF	$3.25
Wall Board Removal			
110	Small tack or blackboard and mastic, up to 4' x 8'	EA	$200.00
111	Large tack or blackboard and mastic, up to 4' x 16'	EA	$300.00
Carpet and Pad Removal			
112	0-100	SF	$1.50
113	>100	SF	$1.25
Fiberglass Duct and Pipe Insulation Removal			
114	0-100 S.F.	SF	$4.10
115	101 - 1,000 S.F.	SF	$3.30

116	>1,000 S.F.	SF	$3.10
Mold Abatement (Manual Methods)			
117	Supervisor - regular rate	HOUR	$45.00
118	Supervisor - overtime rate	HOUR	$67.50
119	Worker - regular rate	HOUR	$34.00
120	Worker - overtime rate	HOUR	$51.00

8. **PAYMENT TERMS**: Net 30

9. **GENERAL TERMS AND CONDITIONS:** Refer to the General Terms and Conditions of the above referenced IFB for a complete list of all terms and conditions.

10. **SPECIAL TERMS AND CONDITIONS**:

10.1. AUDIT: The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by PWCS, whichever is sooner. PWCS, its authorized agents shall have full access to and the right to examine any of said material during said period.

10.2. AUTHORITY TO TRANSACT BUSINESS IN THE COMMONWEALTH: Any Bidder registered or organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or a registered limited liability partnership shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity as described in the Virginia Public Procurement Act (VPPA) § 2.2-4311.2. The proper legal name of the firm or entity, form of the firm (i.e. corporation, limited partnership, etc) and the identification number issued to the Bidder by the State Corporation Commission must be written in the space provided on the bid submission form (cover page), Pricing Schedule, and Vendor Information Form. Any Bidder not required to be authorized to transact business in the Commonwealth of Virginia shall include in its proposal a statement/documentation from their legal counsel describing why the Bidder is not required to be registered. Failure of a prospective and/or successful Bidder to provide such documentation shall be grounds for rejection of their proposal. For further information, refer to the Commonwealth of Virginia State Corporation Commission Web site at: www.scc.virginia.gov. Any falsification or misrepresentation contained in the statement submitted by the Bidder pursuant to the VPPA § 2.2-4311.2., Code of Virginia, Title 13.1 or Title 50 may be cause for debarment by PWCS.

10.3. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that PWCS shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.

10.4. CONTRACT PRICES: Prices shall be in the form of a firm fixed unit price or hourly rate for each item during the contract period. These prices/rates are to be used for specified work and/or additional and/or decrease in specified work. Contractor agrees to provide services in accordance with the specifications, general and special terms and conditions identified herein.

10.5. CERTIFICATE OF COMPLIANCE: Contractor must certifies that neither the Contractor, any employee of the Contractor, nor any other person who will provide services under the Contract and will have direct contact with students on school property during regular school hours or school-sponsored activities, have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. Contractor further acknowledges that such certification shall be binding on the Contractor throughout the term of any Contract, including renewals or extensions, thereof, and agrees to provide immediate notice to PWCS of any event which might render such certification untrue, including the arrest

indictment, or investigation of any individual providing such services.

10.6. CLEANING OF SITE:

10.6.1. The Contractor shall at all times, keep the premises free from accumulation of waste materials or rubbish caused by the work performed. Upon completion of the work, waste materials, rubbish, tools, equipment, machinery and surplus materials shall be removed from and about the job, and the Contractor shall clean all building surfaces and leave the work area "broom clean".

10.6.2. The Contractor shall be solely responsible for the proper disposal of all materials (lamps, ballasts, packaging, etc.) according to state and local guidelines.

10.7. CONTRACTOR REGISTRATION: If a contract for construction, removal, repair or improvement of a building or other real property is for one hundred twenty thousand dollars ($120,000) or more, or if the total value of all such contracts undertaken by the Bidder within any twelve-month period is seven hundred fifty thousand dollars (**$750,000**) or more, the Bidder is required under Title 54.1-1100, Code of Virginia (1950), as amended, to be licensed by the State Board of Contractors as a "**CLASS A CONTRACTOR.**

10.8. COORDINATION OF WORK: The Contractor shall plan and coordinate all work through the PWCS Project Manager.

10.9. EXTRA CHARGES NOT ALLOWED: The prices shall be for the complete installation, delivery and ready for PWCS use, and shall include all applicable freight charges; extra charges will not be allowed.

10.10. FAILURE TO DELIVER: Failure to comply with the terms and conditions of this solicitation or to deliver goods and/or services identified in the solicitation and resulting contract at the firm fixed prices quoted will be considered default of the contract. Should the Contractor be found in default of the contract, any excess cost which may result from default actions shall be at the expense of the Contractor. The Contractor shall, in this instance, be responsible for any and all costs incurred by PWCS to procure such products and services elsewhere.

10.11. FINAL INSPECTION: At the conclusion of the work, the Contractor shall demonstrate to the authorized PWCS representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.

10.12. GUARANTEE OF WORK:

10.12.1. Except as otherwise specified, all work shall be guaranteed by the Contractor against defects to materials, equipment or workmanship for one (1) year from the date of final acceptance of the entire project by PWCS in writing.

10.12.2. If, within the guarantee period, defects are noticed by PWCS which require repairs or changes in connection with the guaranteed work, those repairs or changes being in the opinion of PWCS rendered necessary as the result of the use of materials, equipment or workmanship, which are defective, or inferior or not in accordance with the terms on the contract, then the Contractor shall promptly upon receipt of notice from PWCS, such notice being given not more than two weeks after the guarantee period expires, and without expense to PWCS:

10.12.2.1. Place in satisfactory condition in every particular all such guaranteed work and correct all defects therein;

10.12.2.2. Make good all damage to the structure, site, equipment, or contents thereof, which is the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the contract; and

10.12.2.3. Make good any work, materials, equipment, contents of structures, and/or disturbance of the site in fulfilling any such guarantee.

10.12.3. In any case, where in fulfilling the requirements of the contract or any guarantee embraced in or required thereby, the Contractor disturbs any work guaranteed under the contract, he shall restore such work to a condition satisfactory to PWCS and guarantee such restored work to the same extent as it was guaranteed under such other contract.

10.12.4. If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, PWCS may have the defects corrected and the Contractor shall be liable for all expense incurred.

10.13. INSURANCE: By signing and submitting a bid or proposal under this solicitation, the Bidder certifies that if awarded the contract, it will have the following insurance coverage at the time the work commences. Additionally, that will maintain these during the entire term of the contract and that all insurance coverage's will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. During the period of the contract, PWCS reserves the right to require the Contractor to furnish certificates of insurance for the coverage required by the PWCS and the Commonwealth of Virginia as indicated below:

10.13.1. Workers Compensation – Statutory requirements and benefits.

10.13.2. Employer's Liability - $100,000.

10.13.3. Commercial General Liability - $1,000,000 combined single limit coverage with $2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, and where applicable to the project (as determined by PWCS), Products and Independent Contractors. The general aggregate limit shall apply to this project. **Prince William County School Board is to be names as an additional insured with respect to the services being provided.**

10.13.4. Automobile Liability - $1,000,000 per occurrence.

10.14. LIQUIDATED DAMAGES: For each project a clause will be inserted in the Contract between PWCS/OWNER and Contractor to the effect that, from the compensation otherwise to be paid, the PWCS may retain the sum of **one thousand dollars ($1,000.00)** for each calendar day beyond the substantial completion date stipulated in the Contract, that the Work is not completed. Once substantial completion has been awarded by PWCS Architect, five (5) days will be allowed for the Contractor to complete any remaining "punch list" items. If these items are not completed within the allotted time, then the PWCS may retain the sum of **one thousand dollars ($1,000.00)** for each calendar day beyond the allotted time the work is not completed. These sums shall not be considered as a penalty, but as a sum mutually agreed upon as the ascertained damages suffered by the PWCS because of the delay.

10.15. MEETINGS AND ADMINISTRATION:

10.15.1. Preconstruction meeting will be scheduled to be held within 10 working days after PWCS has issued the Notice to Proceed. Provide attendance by authorized representatives of the Contractor and Subcontractors.

Minimum Agenda:

10.15.1.1. Channels of Communications;

10.15.1.2. Construction Schedule;

10.15.1.3. Processing of Submittals, etc.;

10.15.1.4. Procedures for safety, security, quality control and related matters

10.15.2. Project meeting will be held when necessary as established by PWCS.

10.16. METHOD OF PAYMENT: The Contractor shall be paid on the basis of invoices submitted, to be paid net thirty (30) days from receipt and approval by an authorized PWCS official, upon satisfactory completion of delivery and/or installation. Payment shall be made after satisfactory performance of the contract in accordance with all of the provisions thereof and upon receipt of a properly completed invoice. The School Board reserves the right to withhold any or all payments or portions thereof for contractor's failure to perform in accordance with the provisions of the contract or any modifications thereto.

In any contract resulting from this IFB, the contractor shall be paid 95% of the amount due of each progress payment, with the remaining 5% being retained to assure faithful performance of the contract. All amounts withheld shall be included in the final payment.

Any subcontract which provides for similar progress payments shall be subject to the same limitations.

10.16.1. Final Application Payment: The Contractor is to obtain and submit the following documents with (or prior to) the final application for payment:

10.16.1.1. Complete release of liens with General Contractor's certification,

10.17. OWNERSHIP OF MATERIAL: Ownership of all data, material and documentation originated and prepared by the Contractor for PWCS pursuant to this solicitation and any resulting contract shall belong exclusively to PWCS and be subject to public inspection in accordance with the Virginia Freedom of Information Act.

10.18. PERFORMANCE AND PAYMENT BONDS FOR PROJECTS OVER $100,000.00: Upon receiving Notice of Acceptance of Cost Proposal from PWCS for a particular project, the Contractor shall, within ten (10) days furnish to PWCS a signed AIA Form Document A107 along with the following bonds. Notice to proceed will not be given until all documents are received, reviewed and accepted by PWCS.

10.18.1. A Performance Bond in the sum of the contract amount conditioned upon the faithful performance of the contract in strict conformity with the plans, specifications and conditions of the contract. Reference is made to AIA Form and Document A311.

10.18.2. A Payment Bond in the sum of the project amount. Such bond shall be for the protection of claimants who have and fulfill contracts to supply labor or materials to the prime Contractor to whom the contract was awarded, or to any Subcontractors, in the prosecution of the Work provided for in such contract, and shall be conditioned upon the prompt payment for all such material furnished or labor supplied or performed in the prosecution of the Work. "Labor or materials" shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site.

Each of such bonds shall be executed by one or more surety companies, selected by the Contractor, which are legally authorized to do business in the Commonwealth of Virginia.

Acceptance of bonds furnished shall be subject to the review and approval of the school board attorney.

10.19. PRICES AND PRICE ADJUSTMENT:

10.19.1. All unit prices and hourly rates shall be in a form of a firm fixed F.O.B. Destination pricing and shall include all charges that may be imposed in fulfilling the terms of the contract. Prices shall include all direct and indirect costs such as travel, insurance, profit and overhead.

10.19.2. PWCS will only pay for actual work performed per hourly rate.

10.19.3. The Contractor agrees that for firm fixed price contracts, prices shall remain firm for 365 days. If the price is increased after 365 days, the firm fixed unit price(s) may be increased only upon approval of a written request to the Purchasing Office. Upon receipt of the Contractor's request, PWCS shall make determination to approve or adjust the requested price increase based upon its investigations and the information provided by the Contractor. Any price adjustment agreed to shall take place only in accordance with the schedule defined above.

10.19.4. The request for a change to the firm fixed price(s) shall include as a minimum, 1) the cause for the adjustment; 2) proposed effective date; and, 3) the amount of the change requested adjustment (i.e., appropriate Bureau of Labor Statistics Index, change in manufacturer's price, etc.). Circumstances outlines above must be fully documented.

10.19.5. The request must be received at least 30 days prior to the effective date and shall become effective only upon approval by the Supervisor of Purchasing. The increased contract unit price shall not apply to orders received by the Contractor prior to the effective date of the approved increased contract unit price. Orders placed via PWCS Purchase Order (PD/DO/CT), shall be considered to have been received by the Contractor after the fifth (5^{th}) calendar day following the date of issuance. The Supervisor of Purchasing may cancel, without liability to either party, any portion of the contract affected by the requested increase and any materials, supplies or services undelivered at the time of such cancellation.

10.19.6. Price decreases shall be made in accordance with paragraph 33 *PRICE REDUCTION,* of the General Terms and Conditions.

10.20. PRIME CONTRACTOR RESPONSIBILITES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

10.21. PROTECTION OF PERSONS AND PROPERTY:

10.21.1. The Contractor expressly undertakes, both directly and through its Subcontractor(s), to take every precaution at all times for the protection of persons and property, including PWCS' employees and property and its own.

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

10.21.3. The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect PWCS' property from injury or loss arising in connection with this contract. The Contractor shall make good any such damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of PWCS. The Contractor shall adequately protect adjacent property as provided by law and the Contract Documents, and shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority, local conditions, or any of the Contract Documents.

10.21.4. In an emergency affecting the safety or life of individuals, or of the work, or of

adjoining property, the Contractor, without special instruction or authorization from PWCS, is hereby permitted to act, at its discretion, to prevent threatened loss or injury, be instructed or authorized to act by PWCS, he shall so act, without appeal. Any additional compensation or extension of time claimed by the Contractor on account of any emergency work shall be determined as provided in the contract.

10.22. USE OF PREMISES AND REMOVAL OF DEBRIS:

The Contractor shall expressly undertake, either directly or through its Subcontractor:

10.22.1. To perform this Contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises, at the location of the work, or with the work of any contractor;

10.22.2. To store its apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of PWCS or any other Contractor.

10.22.3. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.

10.22.4. To effect all cutting, filling, or patching of its work required to make the same conform to the plans and specifications, and except with the consent of PWCS Project Manager, not to cut or otherwise alter the work of any other Contractor. The Contractor shall not damage or endanger any portion of the work by cutting, patching or otherwise altering any work, or by excavation; and

10.22.5. To clean up daily all refuse, rubbish, scrap materials and debris caused by its operation, or as necessary so that at all times the area of the work presents a safe, neat, orderly, and workmanlike appearance.

10.23. WORK SITE DAMAGES: Any damage to existing facilities or equipment resulting from the performance of this contract shall be repaired to PWCS' satisfaction at the Contractor's expense. Damages to existing utilities, such as underground utilities, or conduit for utilities shall be the responsibility of the Contractor. Back-charging for the damage may be necessary.

The Contractor is required to call the Virginia One Call Utility Center a minimum of seventy-two (72) hours prior to digging. Failure to do so will result in liquidated damages being assessed and appropriate disciplinary action taken, which may include reporting to the Virginia Department of Occupational and Professional Regulation.

Prince William County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

This contract shall constitute the whole agreement between the parties. There are no promises, terms and conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto related to the provision of goods (including leases thereof), services and/or insurances described herein.

IN WITNESS THEREOF, the parties have caused this Contract to be executed by the following duly authorized officials:

CONTRACTOR:

Authorized Signature

Steven E. Williams
Type Name

PWCS AGENCY:

for Jerry Stokes
Authorized Signature

Anthony Crosby, CPPO
Type Name

Vice President
Title

11-16-20
Date

Supervisor of Purchasing
Title

11/17/2020
Date

ATTACHMENT B

Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education®

CERTIFICATE OF COMPLIANCE

Code of Virginia §22.1-296.1

As a condition of contract award, Contractor/Vendor providing contracted services requiring direct contact with students on school property during regular school hours or school-sponsored activities/programs shall execute this document certifying that neither the Contractor nor any employee of the Contractor has been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child or a barrier crime as defined and regulated under VA statutes 19.2-392.02 and 63.2-1719 through 1725 as applicable.

This certification shall be binding upon the Contractor and their employees providing services throughout the term of the contract or purchase order, including any extensions or renewals.

Contractor/Vendor acknowledges that, pursuant to the *Code of Virginia* §22.1-296.1 (A), any person making a materially false statement on this certification, shall be guilty of a Class 1 misdemeanor, and upon conviction, the fact of such conviction shall be grounds for revocation of the contract or purchase order.

Waco, Inc.
Company Name

38592 Brett Way, Ste. 7
Mechanicsville, MD 20659
Company Address

Steven E. Williams
Print Name of Authorized Representative

Authorized Representative Signature

R-DJ-21001-03
Purchase Rider/Contract/Solicitation #

301-290-1333
Company Phone Number

Vice President
Authorized Representative Title

11-16-20
Date

Revised 7/20/18

Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

EXHIBIT B INVITATION FOR BID

ISSUE DATE: July 16, 2020 **IFB #: R-DJ-21001**

TITLE: Environmental Abatement Services

Sealed Bids will be received until **August 4, 2020 at 2:00 p.m.** for furnishing items and/or services described herein. Facsimile and/or electronic bids will be accepted.

Any Changes and/or Addenda to this solicitation will be posted on the PWCS Web site at http://purchasing.departments.pwcs.edu/. Bidders are responsible for checking this Web site prior to bid submission. *Failure to acknowledge all addenda may result in declaration of your bid as non-responsive.*

All inquiries for information regarding Bid Submission requirements or Procurement Procedures should be directed to:

Daemien Jones, CPPB, Senior Buyer
Phone: (703) 791.8740, Fax: (703) 791.8610, E-Mail: jonesdj@pwcs.edu

BIDS MUST BE SUBMITTED VIA EMAIL ONLY: Due to COVID-19, all be bids must be submitted electronically via email to the following address at purchasing@pwcs.edu. In addition, the email address of the buyer administering this solicitation is required (jonesdj@pwcs.edu).

In the subject of the email, you must insert the solicitation number and title of the bid. The Purchasing Office will be retrieving the bids from a shared email box from the shared email address listed above. Failure to provide the submission as instructed may be cause for rejecting the bid submitted.

PWCS does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, Section 2.2-4343.1 or against any Bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

In Compliance With This Invitation For Bid and To All The Conditions Imposed Herein, The Undersigned Offers and Agrees To Provide The Goods/Services At The Prices Indicated In The Pricing Schedule.

Name And Address Of Firm:

_____ **Date:** _____

_____ **By:** _____
Signature In Ink

_____
Print/Type Name and Title

Telephone: _____ **Fax:** _____

E-mail Address: _____

This Solicitation Requires State Corporation Commission (SCC) ID # (This is not your Tax ID Number) Refer to Section 7.2

VA Contractor Class A License #_____

TABLE OF CONTENTS

1. **PURPOSE**: The Purpose and Intent of this Invitation for Bid (IFB) is to establish a firm fixed price requirements contract with multiple qualified sources for the procurement of Environmental Abatement Services for Prince William County Public Schools, herein referred to as PWCS, in accordance with the specifications, terms and conditions stated herein.

2. **BACKGROUND**: Prince William County Public Schools is located 35 miles southwest of Washington, D.C. and 80 miles north of Richmond, Virginia. The county encompasses 348 square miles and stretches from the Potomac River to the Bull Run Mountains.

   PWCS enrollment on September 30, 2019 was 91,524 pupils, making it the second largest of 138 school divisions in the Commonwealth of Virginia. The school division is growing at the rate of more than 1,000 students per year. There are currently 61 elementary schools, 16 middle schools, 12 high schools, 3 traditional schools, 1 non-traditional school, 1 special education school and 1 preschool.

3. **PERIOD OF CONTRACT AND RENEWAL:** The initial term of this contract shall be from date of Award to September 30, 2025, with the option to renew for two (2) additional two-year periods, two years at a time, upon mutual written consent of the parties to the contract. Refer to Prices and Price Adjustments in the Special Terms and Conditions.

4. **CONTRACT ADMINISTRATOR/PROJECT MANAGER**: The following employees of PWCS are identified to use all powers under the contract to enforce its faithful performance:

   4.1. CONTRACT ADMINISTRATOR: As the Contract Administrator, the following individual, or his designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance.

   Daemien Jones, Senior Buyer, 703.791.8740

   4.2. PROJECT MANAGER: The following individual shall work directly with the Contractor in scheduling and coordinating work, answering questions in connection with the scope of work, and providing general direction under the resulting contract:

   Julius R. Williams, Environmental Coordinator, 703.791.8352

5. **MANDATORY CONTRACTOR QUALIFICATIONS:** The following mandatory qualifications for this contract are identified below. **Bidders shall provide proof of each qualification in their bid response. Failure to do so will result in declaring the bid as non-responsive.**

   5.1. Contractor shall have held a valid Virginia **Class A** Contractors License for a minimum of five (5) continuous years prior to bid submittal.

   5.2. Contractor shall have held a valid Virginia **Asbestos** Contractors License for a minimum of five (5) continuous years prior to bid submittal.

   5.3. Contractor shall have held a valid Virginia **Lead** Contractors License for a minimum of three (3) continuous years prior to bid submittal.

   5.4. Contractor shall have held a valid EPA **RRP certification** for a minimum of two (2) continuous years prior to bid submittal.

6. **SCOPE OF CONTRACT**: This is a requirements contract to provide a ready source for Environmental Abatement Services for PWCS requirements on an "as needed basis". This contract will supplement PWCS staff. Contractor shall furnish all necessary labor, materials and equipment necessary to perform the work identified in each section herein.

   6.1. ASBESTOS REMOVAL TERMINOLOGY: The following asbestos terms are used in these

specifications and are defined as follows:

6.1.1. Abatement: Work practices used to remove asbestos containing material from a designated work area.

6.1.2. Aggressive Sampling: Air sampling which takes place after final clean-up while the air is being physically agitated to produce a "worst case" situation.

6.1.3. Air Filtration Equipment: Transportable air filtration equipment equipped with HEPA air filters. The filtration equipment issued to draw and filter the air inside the work area, and keep the work area at a lesser pressure than the surrounding environment.

6.1.4. Air Monitoring: The means of measuring the airborne asbestos fibers inside and outside the work area and on workers.

6.1.5. Air Lock: A system of enclosures consisting of two (2) doorways at least three feet apart, preventing air movement between clean and contaminated areas.

6.1.6. Amended Water: Water which has had a surfactant added to it for the purpose of applying it to asbestos containing material.

6.1.7. Asbestos: The asbestiform varieties of serpentine (chrysotile), riebeckite (crocidolite), cummingtonite-grunerite, anthophyllite, and actinolite-tremolite. For purposes of determining respiratory and worker protection both the asbestiform and non-asbestiform varieties of the above minerals and any of these materials that have been chemically treated and/or altered shall be considered as asbestos.

6.1.8. Asbestos-Containing Material (ACM): Any material or product which contains more than 1 percent asbestos.

6.1.9. Asbestos Containing Building Material (ACBM): Surfacing ACM, Thermal System Insulation (TSI) ACM, or Miscellaneous ACM that is found in or on interior structural members or other parts of a school building.

6.1.10. Asbestos Fiber: Means a particulate form of asbestos, 5 micrometers or longer, with a length-to-diameter ratio of at least 3 to 1.

6.1.11. Asbestos Regulated (Controlled) Area: A work area where asbestos removal operations are performed which is isolated by physical barriers to prevent unauthorized entry of personnel and the spread of asbestos dust, fibers, or debris.

6.1.12. Class 1 Asbestos Work: Activities involving the removal of TSI and Surfacing ACM and Presumed ACM (PACM).

6.1.13. Class II Asbestos Work: Activities involving the removal of ACM which is not thermal system insulation or surfacing material. This includes but is not limited to, the removal of asbestos-containing wallboard, floor tile and sheeting, roofing and siding shingles, and construction mastics.

6.1.14. Competent Person: One who is capable of identifying existing asbestos hazards in the workplace and selecting the appropriate control strategy for asbestos exposure, who has the authority to take prompt corrective measures to eliminate them, as specified in 29 CFR 1926.32(f): in addition, for Class I

and Class II work who is specially trained in a training course which meets the criteria of EPA's Model Accreditation Plan (40 CFR 763) for supervisor, or its equivalent.

6.1.15. Critical Barrier: Airtight barrier consisting of two (2) layers of minimum 6-mil plastic sheeting which separates the contaminated work area from any other air space. Installed first, these barriers cover items such as, but not limited to: all ventilation openings, lighting fixtures, doorways, windows, floor drains, other openings into and out of the work area, and containment walls which are not existing building walls.

6.1.16. Decontamination Unit: A series of connected rooms separated by air locks. The unit is comprised of a clean room, shower room and a dirty room. Its purpose is to prevent the contamination of adjacent areas when entering or exiting the work area.

6.1.17. Demolition: The wrecking or taking out of any building component, system, finish, or assembly of a facility together with any related handling operations.

6.1.18. Encapsulation: The coating of asbestos-containing material with a bonding or sealing agent to prevent the release of airborne fibers.

6.1.19. Enclosure: The construction of an airtight, impermeable, permanent barrier around asbestos-containing material to control the release of asbestos fibers into the air.

6.1.20. Fixed Object: Equipment or furniture in the work area which cannot be removed from the work area.

6.1.21. Glove Bag: Plastic, bag-type enclosure constructed of minimum six mil transparent polyethylene or polyvinyl chloride plastic with two inward projecting long sleeve gloves placed around asbestos-containing pipe lagging so that it may be removed without generating airborne fibers into the atmosphere.

6.1.22. HEPA Filter: A high-efficiency particulate air (HEPA) filter capable of trapping and retaining 99.97 percent of particles greater than 0.3 micrometers in mass median aerodynamic equivalent diameter.

6.1.23. Lockout: Installation of a locking device to prevent activation of an electrical circuit, which has been deactivated for safety reasons. Always utilized in conjunction with tag-out procedures to advise who has deactivated the circuit and in compliance with OSHA 1910.147, "Control of Hazardous Energy Source."

6.1.24. Log Book: A book containing project data and daily notes. This book is to be kept on site at all times.

6.1.25. Mini-Enclosure: The construction of a containment system to remove small amounts of asbestos containing material and for providing protection of regulated areas during invasive procedures into the contained area.

6.1.26. Owner: Prince William County School Board.

6.1.27. Phase Contrast Microscopy (PCM): - The analytical method that counts all fibers. This method of microscopy cannot distinguish between asbestos and other fibers.

6.1.28. Powered Air Purifying Respirator (PAPR): - A full face, helmet, or hooded respirator that has HEPA filtered air provided inside the respirator, under positive pressure.

6.1.29. Regulated work Area: A work area which has been demarcated, sealed, plasticized and equipped with a decontamination enclosure system.

6.1.30. Respirator: A device designed to protect the wearer from the inhalation of harmful atmospheres. Must be approved by NIOSH and used in accordance with the employer's respiratory protection program and all manufacturer procedures.

6.1.31. Surfactant: A chemical wetting agent added to water to improve penetration.

6.1.32. Transmission Electron Microscopy: (TEM) - A method of microscopic analysis which utilizes an electron beam that is focused onto a sample. A beam transmits through the sample and produces an image on a screen from which the sample can be identified and counted.

6.1.33. Wet Cleaning/Fine Cleaning: The process of eliminating asbestos contamination from all vertical and horizontal building surfaces from within a regulated area using cloth, mops or other cleaning tools.

6.1.34. Work Area: Designated rooms, spaces or areas of the project in which asbestos abatement actions are to be undertaken or which may become contaminated as a result of such abatement actions. The work area is a Regulated Area as defined by 29 CFR 1910.1101 and/or Title 40, Code of Federal Regulation, Subpart 763 – AHERA.

6.2. APPLICABLE REGULATIONS: All applicable regulations pertaining to this specification shall be adhered to at all times. The current and/or more stringent regulation shall nullify less stringent regulations, if contradicting or conflict should originate. The applicable regulations, but not limited to, are as follows:

6.2.1. Title 29, Code of Federal Regulation, Section 1926.1101 - Asbestos, Construction Industry Standards - Occupational Safety and Health Administration (OSHA).

6.2.2. Title 29, Code of Federal Regulation, Section 1910.134 - Respiratory Protection - Occupational Safety and Health Administration (OSHA).

6.2.3. Title 40, Code of Federal Regulation, Subpart M - National Emission Standard for Asbestos - U.S. Environmental Protection Agency (EPA).

6.2.4. Title 40, Code of Federal Regulation, Subpart 763 – AHERA - U.S. Environmental Protection Agency (EPA).

6.2.5. Title 40, Code of Federal Regulation, Subpart 745 – RRP - U.S. Environmental Protection Agency (EPA).

6.2.6. All State, county, and city codes and ordinances as applicable.

6.3. APPLICABLE NOTIFICATIONS: Prior to the commencement of the abatement activities specified herein, all applicable notifications must be submitted to the appropriate agencies. Cost associated with the required notifications shall be at the Contractor's sole expense. The state and federal agencies are as follows:

6.3.1. Department of Labor and Industry
600 East Main Street, Suite 207
Richmond, Virginia, 23219

This notification must be delivered in person, or by certified letter, or by facsimile (804) 371-7634, twenty (20) days prior to the start of removal.

6.3.2. U.S. Environmental Protection Agency
Region III
Mail Code 3LC62
1650 Arch Street
Philadelphia, PA 19103-2029

This notification must be delivered, no later than ten (10) days prior to the start of removal.

6.4. COUNTY AND CITY ASBESTOS PERMITS:

6.4.1. The Contractor is required to pay for and obtain all building/demolition/asbestos permits from Prince William County.

6.4.2. The Contractor shall post All Required permits on site for the duration of the project. One (1) copy of each permit shall be given to PWCS Project Manager at time of posting and an original copy shall be submitted with the close-out paper work.

6.4.3. Upon completion of the project, the Contractor shall provide PWCS evidence of Prince William County permit closure.

6.5. SUBMITTALS: The following is a listing of submittals that are required for every project.

6.5.1. Documentation verifying that all notifications have been submitted to the State of Virginia and EPA.

6.5.2. Documentation verifying that all arrangements for the transportation and disposal of asbestos waste are complete.

6.5.3. Documentation verifying the Contractor has a valid Virginia Asbestos Contractors license.

6.5.4. Documentation for all asbestos supervisors, training course, and their valid Virginia Asbestos Supervisors license(s).

6.5.5. Documentation for all asbestos workers, training course and their valid Virginia Asbestos Worker license. Worker documents including current respirator fit test can be given on first day of project.

6.5.6. Documentation verifying that all individuals (Workers, Supervisors, .etc.) have passed a medical physical as mandated by 29 CFR 1926.1101, with Appendices D & E. The documentation must be signed by the physician performing the examination.

6.5.7. Documentation on all products and equipment to be used, to include name, manufacturer, vendor, technical specifications and the Material Safety Data Sheet (MSDS) for the product.

6.5.8. The Contractor shall furnish timely notification of demolition of this project to

Federal, State, regional, and local authorities in accordance with 40 CFR 61, Subpart M.

6.5.9. Record Information Booklet:

6.5.9.1. Each booklet shall be bound in a three-ring, loose-leaf binder titled, "Record Information Booklet for (project name)". Sheets 8 1/2" x 11" shall be used, except some sheets may be folded and used as pullouts.

6.5.9.2. Booklet shall contain the following, specifications, Virginia State License for Contractor, Supervisors and Workers, Sign-in log and S.S.# for each individual, Strip-chart record respirator program, all daily notes, Asbestos waste manifests, and County and City Permits.

6.5.9.3. Material and equipment descriptions shall include model or type names or numbers, color and other information required for future reordering as pertains to each job site.

6.5.9.4. Maintenance, parts, installation, and operations manuals, as well as equipment guarantees.

6.5.10. Documentation of a complete asbestos abatement plan. When required by PWCS, the plan should include the following:

6.5.10.1. Drawings of the abatement area

6.5.10.2. The cubic footage of the work area

6.5.10.3. The number of air filtration units required to achieve a minimum of four (4) air changes per hour

6.5.10.4. The location of decontamination units

6.5.10.5. Emergency plans

6.5.10.6. Sequencing of asbestos-related work

6.5.10.7. A copy of the Respirator Protection Program

6.5.10.8. A copy of the Hazard Communication Program

6.5.10.9. Historical negative exposure personal air sampling log

6.5.10.10. Documentation verifying that all local emergency agencies have been notified

6.5.10.11. Proposed Salvage, waste plan

6.5.10.12. Notifications and permits

6.5.10.13. Shipment Records (Closeout) Receipts

6.6. WORK AREA PREPERATION:

6.6.1. The PWCS Environmental Project Manager will designate work area locations. At no time will the Contractor or his/her employees depart from the designated locations and enter other areas of PWCS property.

6.6.2. The work area is to remain clean at all times. At no time will garbage, cut-off Tyvek™ suits, respirator cartridges, and used rolls of tape or any other incidental materials accumulate in the work area.

6.7. CONTRACTOR OFFICE SPACE:

6.7.1. The PWCS Environmental Project Manager will designate the office area location.

6.7.2. The Contractor shall request office space occupying PWCS property, if desired. The request shall be submitted at the pre-construction meeting in the submittal package.

6.7.3. CONTRACTOR STORAGE SPACE: The Contractor shall supply his/her own storage trailer. The PWCS Environmental Project Manager will designate the storage area location. Prior to the commencement of on-site operations, the Contractor shall request storage space occupying PWCS property, if desired. The request shall be submitted at the pre-construction meeting in the submittal package. PWCS shall not be responsible for loss or damage to Contractor owned equipment and/or supplies.

6.8. MATERIAL, TOOLS AND EQUIPMENT:

6.8.1. The Contractor shall use material, tools and equipment solely for the services as stated herein. Prior to the use of the material and equipment, all technical documentation shall be reviewed by the PWCS Environmental Project Manager or his designated representative.

6.8.2. The Contractor's tools, equipment and HEPA machines shall be demonstrated by the Contractor to the PWCS Environmental Project Manager or his designated representative to be free of asbestos contamination prior to entering the work site.

6.8.3. The Contractor's tools, equipment and HEPA machines shall be demonstrated by the Contractor to the PWCS Environmental Project Manager or his designated representative to be operating correctly and efficiently prior to entering the work site.

6.9. ELECTRICAL REQUIREMENTS:

6.9.1. PWCS will allow the Contractor to use the building's existing electrical supply system. However, PWCS provides no guarantee or warranty as to the system's condition or capabilities. The Contractor shall assure himself that the electrical system is adequate for their requirements or the Contractor shall supply additional temporary electrical power at the Contractor's expense.

6.9.2. Any damage to the PWCS electrical system resulting from misuse or abuse to the existing electrical system shall be repaired or replaced by the Contractor at no expense to PWCS.

6.9.3. The Contractor shall have a licensed Electrical Contractor perform all electrical requirements and to perform the specified work herein. A copy of this electrical license must be presented to the PWCS Environmental Project Manager, or his designee, prior to commencement of any electrical work.

6.9.4. The Contractor's electrician must possess his/her card on their person when performing all work.

6.9.5. The Contractor shall install electrical sub panels equipped with Ground Fault Circuit Interrupters (GFCI's). All electrical sub-panels and GFCI's shall be located outside the containment area.

6.9.6. The Contractor shall use GFCI's on all electrical equipment, including lighting, in performance of the work specified herein.

6.10. PLUMBING AND WATER REQUIREMENTS:

6.10.1. PWCS will allow the Contractor to use the building's existing source of water; however, it shall be the responsibility of the Contractor, at his own expense, to route the water to its usage area.

6.10.2. Any damage to the plumbing resulting from misuse or abuse to the existing plumbing system shall be repaired or replaced by the Contractor at no expense to PWCS.

6.10.3. The Contractor shall have a licensed Plumbing Contractor perform all plumbing requirements and to perform the work as specified herein. A copy of this plumbing license must be presented to the PWCS Environmental Project Manager, or his designated representative, prior to commencement of any plumbing work.

6.10.4. The Contractor's Plumber must demonstrate current license while on site.

6.10.5. The Contractor shall install back-flow preventers on all fresh water supplies.

6.11. CONTAINMENT AREA PREPERATION:

6.11.1. The Contractor shall use respiratory protection and impermeable personal protection when performing preparation requirements.

6.11.2. The Contractor shall use minimum six (6) mil black polyethylene plastic for work area and non-work area separation.

6.11.3. The Contractor shall post all the required OSHA asbestos signs surrounding each individual asbestos work area.

6.11.4. The Contractor shall establish an asbestos control area in order to prevent the escape of asbestos fibers from the contaminated asbestos removal area. The Contractor shall establish the asbestos control area by performing the following:

6.11.4.1. Walls shall be covered by a continuous membrane of two (2) layers of minimum six (6) mil polyethylene plastic in all work areas with the exception of Floor Tile and Floor Tile mastic containments which will require only one (1) layer of polyethylene plastic.

6.11.4.2. Seal off all openings, including but not limited to, corridors, doorways, vents, windows and any other penetrations of the work areas with two layers of six (6) mil Polyethylene. A three stage decontamination unit shall be incorporated as an integral part of the containment enclosure.

6.11.4.3. Negative pressure system shall be established. Openings will be allowed in the enclosures of asbestos control areas for the local exhaust system. Replace filters on the negative air ventilation system as required to maintain the efficiency of the system.

6.11.4.4. Emergency exits shall be clearly marked.

6.11.4.5. After completing the asbestos abatement operation, the plastic sheeting and critical barriers shall be properly disposed of as asbestos containing material.

6.11.4.6. Flooring in areas where floor tile is to be removed is not to be covered.

6.11.4.7. Floors in non-Floor Tile removal areas are to be covered with impermeable drop cloths and a continuous membrane of two (2) layers of minimum six (6) mil polyethylene plastic.

6.11.4.8. Individually seal all lighting fixtures that are to remain, as well as clocks, speakers, alarm system components (unless otherwise specified), thermostats and other fixed mechanical components with minimum 6-mil thick polyethylene sheeting, taped securely in place with duct tape. Ensure lighting circuits are deactivated prior to installation of critical barriers to avoid melting or burning of sheeting.

6.11.5. The Contractor shall perform asbestos abatement operations involving Wall Board Mastic in accordance with the procedures outlined in Section 6.20.5 and which meet PWCS Environmental Project Manager's approval.

6.11.6. The Contractor shall remove all Floor Tile and Associated Mastic and all identified ACM Thermal System Insulation under full containment.

6.11.7. When authorized by the PWCS Project Manager or his designee, the Contractor shall be allowed to seam and adhere polyethylene to walls with duct tape and spray glue. If surface damage occurs, the Contractor shall paint, trowel plaster, brick or fill all surface damage until a single uniform homogenous appearance is evident at no additional charge to PWCS. Final acceptance is based on PWCS Environmental Project Manager's approval.

6.11.8. The Contractor shall position the air filtration as documented in the 90% submittal package. The air filtration system is to be capable of maintaining a minimum of four (4) complete air changes per hour within the work area. The Contractor shall establish a reduced pressure (-0.02" H_2O) within the work area and shall be maintained by air filtration equipment or a sufficient number of approved HEPA vacuums.

6.11.9. The Contractor shall install strip chart recorders capable of monitoring the negative pressure 24 hours a day. Strip chart recordings shall be given to the PWCS Project Monitor for insertion into daily notes.

6.12. PRE-CLEANING:

6.12.1. The Contractor shall perform pre-cleaning requirement after the complete isolation of the work area.

6.12.2. The Contractor shall use respiratory protection and impermeable personal protection when performing pre-cleaning requirements.

6.12.3. The Contractor shall use HEPA vacuums and good wet cleaning work practices when performing pre-cleaning requirements. At no time during the pre-cleaning phase shall dust raising or dry sweeping work practices be

allowed.

6.13. DECONTAMINATION FACILITIES: The Contractor shall establish decontamination units for each work location. The decontamination facilities shall consist of one worker decontamination unit and one waste load-out decontamination unit. The decontamination units shall not have a common dirty room.

6.13.1. Worker Decontamination Unit:

6.13.1.1. The worker decontamination units shall be attached to the work area, and shall consist of an equipment room, shower room, dirty room and clean room. Each room shall be divided from the adjoining room by air locks.

6.13.1.2. The dirty room shall be large enough to be occupied by multiple workers. At no time shall this area become littered with contaminated material. All contaminated material shall be disposed of in waste containers placed in the dirty room.

6.13.1.3. The shower room shall have minimum of one shower, equipped with hot and cold water.

6.13.1.4. There shall be two (2) separate water supply lines to the shower and work areas. Soap shall be kept in the shower at all times.

6.13.1.5. The water filtration system shall be a two stage system capable of filtering water to five (5) microns in size. The filtered water shall then be disposed of in a sanitary drain or a fifty gallon drum, and disposed of with the asbestos waste.

6.13.1.6. The clean room shall be large enough for multiple workers. It shall be equipped to store all decontamination equipment and personal items.

6.13.2. Equipment Decontamination Enclosure System: The Contractor shall provide or construct an equipment decontamination enclosure system consisting of two totally enclosed chambers as follows:

6.13.2.1. A washroom consisting of an airlock with a curtained doorway to the designated area of the work and a curtained doorway to the holding area.

6.13.2.2. A holding area consisting of an airlock with a curtained doorway to an uncontaminated area. The purpose of this area is to provide a means to decontaminate drums, scaffolding, material containers, vacuum and spray equipment for which the Worker Decontamination systems are not suitable.

6.14. ASBESTOS WASTE STORAGE FACILITIES:

6.14.1. The Contractor shall have asbestos waste storage containers located in the parking lot on the PWCS Schools and/or facilities. A specific location will be determined by the PWCS Environmental Project Manager.

6.14.2. The Contractor shall have a container that is enclosed and capable of being locked. A key to the lock shall be given to the PWCS Environmental Project Manager.

6.14.3. The Contractor shall post each side of the container with the proper asbestos warning signs.

6.14.4. The Contractor shall line the container with two (2) layers of minimum six (6) mil polyethylene to prevent leakage of any liquid or material onto PWCS property.

6.14.5. In case of a leak, the Contractor shall unload the container to locate the source of the leak. The leaking asbestos waste bags or drums shall be placed in new bags or drums and reloaded in the container by the Contractor at no additional cost to PWCS.

6.14.6. The Contractor shall use the storage container solely for the storage of asbestos waste. At no time will any other material be stored in the storage facility.

6.14.7. The Contractor shall not have the waste container removed and taken to any other asbestos removal project.

6.15. RESPIRATORY PROTECTION PROGRAMS:

6.15.1. The Contractor shall perform asbestos removal activities with full-faced type Powered Air Purifying Respirators (PAPR). PAPR respiratory protection shall be used until personal air monitoring results indicates the Contractor's use of a respirator with a lower Protection Factor may commence in accordance with 6.16.4 below.

6.15.2. The Contractor's use of a lower rated respirator to commence the removal activities shall only be approved when appropriate historical data of personal air monitoring results (Negative Exposure Assessment) are submitted to PWCS' Environmental Project Manager. Historical personal air monitoring data will only be accepted with the following documentation:

6.15.2.1. The description of previous jobs within the past twelve months. Including the size of job, type of asbestos material removed, job description of individual from which the sample was collected and work experience of monitored workers and worker to perform work.

6.15.2.2. The calibration data, including both pre and post calibration data.

6.15.2.3. The laboratory results. Laboratory results should be reported in f/cc, time and volume of the sample collected.

6.15.2.4. The laboratory qualifications.

6.15.2.5. If the samples were analyzed on the project site, then the qualifications of the analyst must be submitted.

6.15.3. The Contractor's respiratory protection program is required that meets the respiratory protection requirements of 29 CFR 1910.134. All respirators used shall be approved by the National Institutes of Occupational Safety and Health (NIOSH).

6.15.4. The lowest type of respiratory protection allowed during the entire asbestos removal project shall be a Half Face Negative Pressure Air Purifying Respirator. At no time during the removal project shall fibers exceed 0.01f/cc

in the respirator mask.

6.15.5. A respirator fit test shall for all workers and authorized visitors shall be performed by the Contractor prior to entering any regulated area to ensure a proper fit.

6.15.6. The Contractor shall be responsible for the collection of OSHA required personal air monitoring. Personal air monitoring shall be collected daily and the results shall be posted at the job site and given to PWCS'S Asbestos Project Monitor within twenty-four (24) of time of collection unless the Contractor has met the requirements of 29 CFR 1926.1101 (f)(3).

6.16. WORKER PROTECTION:

6.16.1. The Contractor and authorized visitors shall perform the required safety activities prior to entering any regulated work area.

6.16.2. The Contractor and authorized visitors shall sign the work area containment list or security sign-in sheet. This list shall contain the following:

6.16.2.1. The name of individual

6.16.2.2. The Employee ID number of the individual

6.16.2.3. The time of entrance to the work area

6.16.3. The Contractor and authorized visitors shall remove and store all street clothes in the area provided for storage in the clean room.

6.16.4. The Contractor and authorized visitors shall dress in new clean full-body impermeable protective clothing. There shall be new protective clothing in the clean room at all times. The Contractor shall provide all protective clothing for the PWCS Asbestos Project Monitors and all authorized visitors.

6.16.5. The Contractor and authorized visitors shall put on the correct respirator protection.

6.16.6. The Contractor and authorized visitors, once in the equipment room, shall put on other non-cleanable protective clothing, such as rubber boots, gloves and eye protection. At no time shall workers or authorized visitors enter the work area without foot protection.

6.16.7. The Contractor and authorized visitors shall not remove their respirator while in the regulated work area. If individuals are found without respirators, they will be asked to leave the regulated area and not be allowed to re-enter.

6.16.8. The Contractor shall supply scaffolding with handrails, regardless of height of scaffold and type of work being conducted.

6.16.9. The Contractor shall supply and use eye protection and hard hats.

6.16.10. The Contractor must provide and incorporate adequate safety precautions to prevent heat related illness.

6.16.11. The Contractor, if an emergency egress is required, shall ensure that all workers leave the work area as dictated by the emergency situation and in accordance with his emergency plan.

6.16.12. The Contractor shall perform required decontamination requirements when exiting the regulated work area.

6.16.13. The Contractor, while in the dirty room, shall remove all contaminated clothing, except respirator, and place all contaminated disposable clothing in an asbestos waste bag. All other clothing must remain in the equipment room.

6.16.14. The Contractor, after the removal of all contaminated clothing, shall proceed to the shower room. While protecting the HEPA filter of the respirator, wash head, face, hands and rest of body thoroughly.

6.16.15. The Contractor shall sign out on the sign out sheet when leaving the clean room.

6.16.16. The Contractor shall exit the work area and perform complete decontamination prior to conversing with co-workers, Owner's Representatives and taking breaks.

6.17. PRE-REMOVAL INSPECTION:

6.17.1. The Contractor shall have a pre-removal inspection prior to the start of asbestos removal. A pre-removal inspection will be conducted to insure the integrity of the work area containment.

6.17.2. PWCS' Asbestos Project Monitor will conduct the pre-removal inspections.

6.17.3. The Contractor shall have a representative present during the inspection. All items that need to be corrected shall be identified to the Contractor. All items must be corrected by the Contractor prior to starting the abatement work.

6.17.4. PWCS' Asbestos Project Monitor will inspect for the complete isolation of the work area as required by these specifications.

6.17.5. PWCS' Asbestos Project Monitor will inspect for the covering of permanent structures/equipment remaining in the work area with minimum six (6) mil poly.

6.17.6. PWCS' Asbestos Project Monitor will inspect for asbestos warning signs.

6.17.7. PWCS' Asbestos Project Monitor will inspect for complete and correct construction of the decontamination unit as required by these specifications.

6.17.8. PWCS' Asbestos Project Monitor will inspect for the proper operation of the air filtration system equipped as described in the Contractor's submittals.

6.17.9. PWCS' Asbestos Project Monitor will inspect for the correct number of HEPA air filtration units in the work area.

6.17.10. PWCS' Asbestos Project Monitor will inspect for the proper exhausting of HEPA air filtration unit.

6.17.11. PWCS' Asbestos Project Monitor will inspect for the correct pressure differential maintained in the contained work area.

6.17.12. PWCS' Asbestos Project Monitor will inspect for the availability of a properly functioning strip chart recorder.

6.18. INSPECTION OF THE WASTE STORAGE CONTAINER:

6.18.1. The Contractor shall have a pre-removal inspection of the storage container prior to the removal of any asbestos containing material.

6.18.2. PWCS' Asbestos Project Monitor will inspect for the proper security of the storage container, review of personnel responsible for daily security.

6.18.3. PWCS' Asbestos Project Monitor will inspect for the proper lining of the waste storage container.

6.18.4. PWCS' Asbestos Project Monitor will inspect for the proper precautions to prevent leakage.

6.18.5. PWCS' Asbestos Project Monitor will inspect for the proper labeling of the waste storage container.

6.19. ASBESTOS REMOVAL OPERATIONS:

6.19.1. The Contractor shall perform the following methods, or methods similar in practice and approved by the PWCS Project Monitor and/or PWCS Environmental Project Manager and Project Designer to remove the asbestos material. The Contractor shall remove all designated asbestos containing materials utilizing Full containment, Mini enclosures and Work Area Isolation.

6.19.2. Wet asbestos material with amended water, using spray equipment capable of providing a "mist" application to reduce the release of fibers. Small hand-held sprayers or a combination of water barrel, pump, hose, and nozzle controlled sprayers may be used.

6.19.3. All Floor Tile/Mastic, Thermal System Insulation, and Window Frames are to be removed under Containment as specified by the Project Designer.

6.19.4. Isolate work area(s) with critical barriers and/or full containment for removal of Duct Seam Mastic.

6.19.5. All Wall Board Mastic is to be removed utilizing hand methods. Mechanical methods must be approved by the PWCS Project Manager prior to use. Isolate work area(s) with critical barriers and/or full containment, or Mini enclosures.

6.19.6. Remove saturated Pipe Elbow Thermal System Insulation asbestos material in small sections with two-person teams. Place sections into sealed double plastic bags of minimum 6-mil thickness as ACM is removed. Pack the material and place in labeled containers for transport. Material shall not be allowed to dry out prior to insertion into the container.

6.19.7. Containment method for demolition and disposal of Concrete Masonry Unit (CMU) walls by Contractor will be determined by PWCS prior to beginning the project.

6.19.8. Contractor shall use extreme care when using water in removal of ACM. Damage inside and outside the asbestos control area and throughout the remainder of the facility is the sole responsibility of the Contractor. All water shall be collected and filtered to 5.0 microns and discharged into the sanitary sewer system. The Contractor may trap and collect wastewater in impermeable containers and dispose of as ACM at its option rather than

filtering and draining into the sanitary sewer system.

6.19.9. Seal filled containers - If 6-mil poly asbestos disposal bags are used, they shall be double-bagged. Contractor shall place warning labels on containers in accordance with Regulation 29 CFR 1926.1101 (k)(8) and 29 CFR 1910.1200 (f). Contractor shall clean external surfaces of containers thoroughly by wet-sponging in the designated area which is part of the equipment decontamination enclosure system. Move containers to the washroom, wet-clean each container thoroughly and move to the holding area pending removal to uncontaminated areas. Ensure that containers are removed from the holding area by workers who have entered from uncontaminated areas dressed in clean protective clothing.

6.19.10. After completion of stripping work, all surfaces from which asbestos has been removed shall be nylon-brushed or wet-sponged or cleaned by an equivalent method to remove all visible material. During this work, surfaces being cleaned shall be kept wet. Keep dust down at all times. Sprinkle, or treat with dust suppressors, areas disturbed by operations as needed. Fiber release episodes shall be avoided during removal. Dry brooming and/or air blowing are prohibited. The Contractor shall use vacuuming, wet mopping, or wet sweeping. Vacuuming shall be performed with only a unit having a HEPA filter approved for use with asbestos-containing dusts.

6.19.11. If during the removal process, the negative pressure differential falls below the specified limits in the asbestos control area, all removal operation shall **STOP IMMEDIATELY**. Work shall remain stopped until the cause of the problem is identified and proper negative pressure is reestablished. The loss of negative pressure shall be fully documented and the PWCS Project Manager notified. The Contractor shall observe the outside of the containment structure for punctures, tears and similar degradation where possible release may occur and repair immediately.

6.19.12. The Contractor shall remove all Asbestos Material from the work area prior to securing the work area on a daily basis.

6.20. DISPOSAL OF ASBESTOS-CONTAMINATED WASTE:

6.20.1. The Contractor shall treat all insulation removed as regulated asbestos waste, except where noted otherwise.

6.20.2. The Contractor shall clean all double bagged "goose necked" waste bags and wrapped contaminated material prior to leaving the work area. If drums are to be used, then the drums shall be cleaned prior to leaving the work area.

6.20.3. The Contractor shall wrap materials that cannot be bagged, in two (2) layers of minimum six (6) mil thick polyethylene sealed with duct tape.

6.20.4. The Contractor shall utilize clear asbestos waste bags as the outer bag.

6.20.5. The Contractor shall label all waste containers with the correct OSHA and NESHAP labeling requirements. All waste containers shall comply with OSHA, NESHAP and Department of Transportation (DOT) regulations.

6.20.6. The Contractor shall provide PWCS'S Asbestos Project Monitor a total bag count at the end of each working day.

6.20.7. The Contractor shall use respiratory protection and impermeable clothing

(Tyvek™) while loading the asbestos waste bags or drums into the storage containers. Transport personnel shall use appropriate respiratory protection while handling asbestos-contaminated waste.

6.20.8. The Contractor shall use transporters that are registered to transport asbestos waste with the state(s) through which the material will be transported.

6.20.9. The Contractor shall dispose of asbestos waste in accordance with the amended NESHAP (40 CFR 61).

6.20.10. The Contractor shall within thirty five (35) days of the asbestos waste and asbestos contaminated waste leaving the work site, submit the original Waste Shipment Record (WSR) to the PWCS Environmental Project Manager. Final payments will not be processed until all waste manifests returning from landfill have been given to the PWCS Environmental Project Manager.

6.20.11. The Contractor shall be responsible for obtaining all Local, State and Federal permits that are required for the transportation of asbestos waste.

6.21. REGULATED AREA FINE CLEANING, INSPECTION AND ENCAPSULATION:

6.21.1. The Contractor's fine cleaning shall consist of wet-wiping, HEPA vacuuming and nylon brushing all surfaces within the regulated work area.

6.21.2. The Contractor shall not perform dry sweeping, dry brushing or any other dust raising activities.

6.21.3. The Contractor shall continue fine cleaning until there is no material or visible residue within the regulated work area.

6.21.4. Once the area passes a visual observation, and upon approval of PWCS' Project Monitor, the plastic mini-enclosure may be removed at the discretion of PWCS. Critical barriers and Negative Air System shall remain in place.

6.21.5. The Contractor shall clean the top layer of the plastic enclosure as described above after a minimum of eight (8) hours or the defined time duration as required by the Project Designer for the asbestos to settle. Next, a visual observation shall be conducted by PWCS' Project Monitor to insure that it is free of visible asbestos contamination. Once the area passes a visual observation, and upon approval of PWCS' Project Monitor, the top (dirty) layer of the plastic enclosure may be removed at the discretion of PWCS. Critical barriers and Negative Air System shall remain in place.

6.21.6. The Contractor shall encapsulate all surfaces within the work area with a lockdown type asbestos encapsulant. When the encapsulant has dried sufficiently, for a period of not less than eight (8) hours or defined time of duration as required by the Project Designer, PWCS' Project Monitor shall perform Clearance Air Monitoring as outlined in Section 6.23 - Final Air Testing.

6.22. FINAL AIR TESTING:

6.22.1. PWCS' Project Monitor will collect all final air tests using the sampling protocol as dictated by 40 CFR Part 763 CFR - Asbestos Hazard Emergency Response Act; Final Rule and Notice. The work area is to be cleared by PCM and TEM.

6.22.2. PWCS' Project Monitor may, if required by PWCS, conduct pre-final air tests in the work area using PCM (NIOSH method 7400) analysis prior to the TEM final clearance sample collection. These samples will have a clearance level of 0.01 f/cc for each of the samples collected. For PCM analysis, the total liters of air collected shall be between 1,200 and 1,800 using high volume pumps with flow rates not to exceed 10 Liters/min.

6.22.3. PWCS' Project Monitor will use Aggressive Air Sampling techniques in the work area during the collection of the pre-final air tests.

6.22.4. PWCS' Project Monitor will collect the Final air tests and have the samples analyzed by TEM. The clearance level to be obtained shall be an average of 70 structures per square millimeter for all of the five (5) inside samples collected. The collection of the final air tests collected using high volume pumps shall be between 1,200 and 1,800 Liters with flow rates not to exceed 10 Liters/min.

6.22.5. The Contractor shall provide PWCS' Project Monitor with one (1) electric "leaf blower", one (1) electric box fan per 10,000 cubic feet of air volume and the necessary electrical extension cords to operate the equipment in <u>each</u> work area to be tested.

6.22.6. The Contractor shall consider all electrical equipment (fans and blowers) as contaminated for each failed final air test. If required, the Contractor shall provide the additional final air testing equipment until final air tests are complete, at no additional cost to PWCS.

6.22.7. The Contractor shall continue cleaning the work area until the final air clearance criteria is achieved, at no additional cost to PWCS.

6.22.8. PWCS' Project Monitor will request an eight (8) hour turn-around for all TEM analysis.

6.22.9. The Contractor shall assume all additional analytical costs beyond the first set of final air tests for each work area.

6.23. <u>WORK AREA CLEAN-UP</u>:

6.23.1. The Contractor shall remove the remaining critical barriers and all remaining polyethylene within four (4) hours from notice of passing the final clearance.

6.23.2. The Contractor shall remove all abatement equipment from the work area within four (4) hours from notice of passing the final clearance.

6.23.3. The Contractor shall be responsible to re-install all objects removed from the work area, and properly re-establish all mechanical and electrical systems to their original operating condition. **This may require the use of a licensed professional.**

6.23.4. The Contractor shall be responsible for cleaning and repairing all surfaces within the work area and areas adjacent to the work area to their original condition as identified in the pre-condition inspection. If surface damage occurs, the Contractor shall paint, trowel plaster, brick or fill all surface damage until a single uniform homogenous appearance is evident, at no additional cost to PWCS. Final acceptance is based on approval of the PWCS Environmental Project Manager.

6.24. **LEAD CONTAINING SURFACE COATING SPECIFICATIONS:** Construction activities that involve lead are regulated by Occupational Safety and Health Administration (OSHA) Standard 29 CFR 1926.62. The standard currently does not define a specific concentration of lead that must be present within paint for it to be considered "lead-containing." Therefore, painted and glazed surfaces that contain any detectable concentrations of lead must be handled in accordance with the OSHA regulations. Since OSHA does not define a specific concentration of lead which must be present within paint for it to be considered "lead-containing," any Contractor performing work that could impact surface coatings that have detectable concentrations of lead should be informed of the testing results, and should take appropriate actions to comply with OSHA Lead in Construction Standard 29 CFR 1926.62.

Certain levels of engineering controls, worker protection, and worker training are required when impacting building components with lead-containing surface coatings. The increased level of engineering controls, worker protection, and worker training are determined based upon the specific work practice or activity and the related potential exposure to lead.

For the purposes of this specification and work activities expected to impact lead-based surface coatings as defined by Title 40, Code of Federal Regulation, Subpart 745 – RRP all the work activities shall be conducted per RRP requirements and or the categorized levels listed below as required by the Project Designer.

For the purposes of this specification and work activities expected to impact lead-containing surface coatings, the work activities have been categorized into three levels.

6.25. **LEVEL 1**

6.25.1. Level 1 work activities are demolition activities that would generate minimal to low amounts of lead-contaminated dust and require minimal engineering controls, worker protection, and worker training. Examples of these work activities would include demolition of a structure by a wrecking ball or by a front-end loader or similar type of heavy equipment. During this type of demolition activities, methods to control the generation of dust must be implemented. Demolition activities that grind, abrade, sand, cut, or otherwise create high amounts of visible dust should not be permitted. Manual demolition techniques, consisting of the use of non-powered hand tools to disassemble building components are also included in Level1 work activities.

6.25.2. For Level 1 work activities, at a minimum, the Contractor shall comply with the following:

6.25.3. Level 1 Engineering Controls:

6.25.3.1. Adequately wet the structure or building components being impacted;

6.25.3.2. Dry shoveling, dry sweeping, and the use of compressed air are prohibited; and

6.25.3.3. Use of plastic drop cloths, wet rags and/or mops, and vacuums equipped with High Efficiency Particulate Air (HEPA) filter to aide in clean up following manual dismantling of building components.

6.25.4. Level 1 Worker Protection:

6.25.4.1. Gloves and disposable shoe coverlets;

6.25.4.2. Face shields, vented goggles, or other appropriate eye protective equipment;

6.25.4.3. Appropriate hand washing and worker hygiene facilities; and

6.25.4.4. Providing that the Contractor has historical data establishing a Negative Exposure Assessment (NEA) in accordance with 29 CFR 1926.62, paragraph (d) *Exposure Assessment,* proving that similar demolition work activities will not generate airborne lead levels above the OSHA Permissible Exposure Limit (PEL) of 50 micrograms lead per cubic meter of air (µg/M³), the Contractor is not required to provide any additional personal protective equipment.

6.25.5. Level 1 Worker Training: Provide a training program in accordance with 29 CFR 1926.62, paragraph (l) *Employee Information and training;* and Two-hour Lead Awareness Training. When required; provide training per Title 40, Code of Federal Regulation, Subpart 745 – RRP.

6.26. **LEVEL 2**

6.26.1. Level 2 work activities are demolition activities that would generate low to moderate amounts of lead-contaminated dust and require moderate engineering controls, worker protection, and worker training. Examples of these work activities would include stripping or scraping a lead-containing surface coating and the demolition of a structure by the use of rotating blade power tools or dismantling building components with powered hand tools that grind, abrade, sand, cut, or otherwise create high amounts of visible dust. During this type of demolition activities, methods to control the generation of dust must be implemented as well as increased worker protection and lead training.

6.26.2. It is assumed that during Level 2 work activities workers will be exposed to lead above the OSHA Permissible Exposure Limit of 50 micrograms per cubic meter (µg/M³) lead. A Negative Exposure Assessment (NEA) in accordance with 29 CFR 1926.62, paragraph (d) *Exposure Assessment*, must be conducted by the Contractor prior to decreasing engineering controls, worker protection, or worker training requirements.

6.26.3. For Level 2 work activities, at a minimum, the Contractor shall comply with the following in addition to Level 1 engineering controls, worker protection, and worker training.

6.26.4. Level 2 Engineering Controls:

6.26.4.1. Administrative controls;

6.26.4.2. Demolition work areas shall be demarcated with barrier tape and lead warning signs in accordance with 29 CFR 1926.62, paragraph (m) *Signs;*

6.26.4.3. Fully contain the lead work areas with a enclosure constructed of minimum 6-mil polyethylene plastic, a three-stage decontamination chamber with a shower, and HEPA filter equipped air filtration units providing a minimum of -0.02" water pressure differential between the contained work areas and the surrounding areas;

6.26.4.4. Building components shall be demolished in a manner as to minimize the generation of dust;

6.26.4.5. The work area shall be misted with water as necessary to keep airborne dust levels to a minimum;

6.26.4.6. Contractor shall utilize powered hand tools equipped with HEPA filter shrouds when feasible; and

6.26.4.7. Prior to the end of each demolition work shift, the Contractor shall clean the demolition work area floors using HEPA filter equipped vacuums and wet sweeping/mopping techniques.

6.26.5. Level 2 Worker Protection:

6.26.5.1. Proper respiratory protection is required in accordance with 29 CFR 1926.62, paragraph (f) *Respiratory Protection* and 29 CFR 1910.134, Respiratory Protection, until an exposure assessment has been conducted in accordance with 29 CFR 1926.62, paragraph (d) *Exposure Assessment.* The appropriate respiratory protection for each specific work activity shall be selected based upon the exposure assessment data and 29 CFR 1926.62, Table - Respiratory Protection for Lead Aerosols;

6.26.5.2. Launderable coveralls or disposable semi-permeable full-body covering;

6.26.5.3. Medical surveillance in accordance with 29 CFR 1926.62, paragraphs (j) *Medical Surveillance* and (k) *Medical Removal Protection*;

6.26.5.4. Food, beverages, and tobacco products as well as the application of cosmetics are prohibited in the lead work areas; and

6.26.5.5. Clean change areas, showers, and eating facilities shall be provided by the Contractor in accordance with 29 CFR 1926.62, paragraph (i) *Hygiene Facilities and Practices.*

6.26.6. Level 2 Worker Training:

6.26.6.1. In accordance with EPA accredited training and Commonwealth of Virginia regulation Title 54.1, Chapter 5;

6.26.6.2. Workers performing Level 2 work activities must have successfully completed an EPA accredited 32-hour lead abatement worker training program;

6.26.6.3. Supervisors shall have successfully completed an EPA accredited 40-hour lead abatement supervisor training program; and

6.26.6.4. When required; provide training per Title 40, Code of Federal Regulation, Subpart 745 – RRP.

6.27. **LEVEL 3**

6.27.1. Level 3 work activities are demolition activities that would generate moderate to high amounts of airborne lead and require increased engineering controls, worker protection, and worker training. Examples of these work activities would include abrasive blasting, torch cutting, or welding of lead-containing surface coatings. It is highly recommended that these work activities be prohibited, as the potential to exposure to elevated amounts of airborne lead is extremely high. The recommended alternative to these work activities is to

remove the lead-containing surface coating from the specific locations where the lead-containing surface coating is to be torch cut or welded in order to reduce the exposure to airborne lead.

6.27.2. It is assumed that during Level 3 work activities workers will be exposed to lead well above the OSHA Permissible Exposure Limit of 50 micrograms per cubic meter (µg/M³) lead. Only properly trained lead abatement workers and supervisors shall perform Level 3 work activities. A Negative Exposure Assessment (NEA) in accordance with 29 CFR 1926.62, paragraph (d) *Exposure Assessment*, must be conducted by the Contractor prior to decreasing engineering controls, worker protection, or worker training requirements.

6.27.3. For Level 3 work activities, at a minimum, the Contractor shall comply with the following in addition to Level 1 and Level 2 engineering controls, worker protection, and worker training:

6.27.4. Level 3 Engineering Controls: Fully contain the lead work areas with a negative pressure enclosure constructed of minimum 6-mil polyethylene plastic, a three-stage decontamination chamber with a shower, and HEPA filter equipped air filtration units providing a minimum of -0.02" water pressure differential between the contained work areas and the surrounding areas

6.27.5. Level 3 Worker Protection: Same as Level 2 requirements.

6.27.6. Level 3 Worker Training: Same as Level 2 requirements.

6.28. DEMOLITION: The general scope of work includes the demolition of:

6.28.1. Ceiling systems, but not limited to drywall, ceiling panels, plaster and wood.

6.28.2. Walls to include, but not limited to, drywall, CMU, brick, paneling, and metal.

6.28.3. Flooring to include, but not limited to, floor tile, carpeting, sheet goods, concrete and terrazzo.

6.28.4. The Contractor shall prepare a Demolition Plan. Include in the plan procedures for careful removal and disposal of materials. A detailed description of methods and equipment to be used for each operation and of the sequence of operations.

6.28.5. The Contractor shall not begin demolition work until authorization is received from the PWCS Project Manager.

6.28.6. The Contractor shall not begin demolition work until all utility disconnections have been made by or coordinated with the PWCS Project Manager.

6.28.7. The Contractor shall remove demolition debris, and rubbish from project site, and transport in such a manner that prevents spillage on streets or adjacent areas. The Contractor shall apply all applicable federal, state and local regulations.

6.28.8. After complete demolition and cleanup, Contractor shall rough grade area to a uniform condition and seed project area.

6.28.9. Contractor shall evenly seed the area as soon as possible. Seed should be Kentucky Blue grass or approved equivalent by the PWCS Project Manager.

After seeding, the Contractor shall mulch the area in a manor approved by the PWCS Project Manager.

6.29. DUST CONTROL:

6.29.1. The Contractor shall prevent the spread of dust and debris to occupied portions of the PWCS facility, to include but not limited to, adjacent classrooms, workrooms, offices and hallways.

6.29.2. The Contractor shall shut down and/or coordinate the de-energizing for HVAC equipment servicing the area, to include but not limited to, Fan Coil Units (FCUs), Air Handling Units (AHUs), and Root Top Units (RTUs). If HVAC systems are unable to be shut down, the systems shall be altered to prevent the spread of dust and debris.

6.29.2.1. Doors, windows, wall partitions are to remain closed during all demolition activities. The Contractor shall coordinate with the PWCS Project Manager, the use of air filtration equipment with high-efficiency particulate air (HEPA) filters capable of trapping and retaining 99.97 percent of particles greater than 0.3 micrometers. If methods are not adequate to prevent the spread of dust and debris, the Contractor shall install construction barriers at each opening of the work area. At the minimum, barriers shall be made of six (6) mil polyethylene.

6.29.2.2. At the end of each work shift, the Contractor shall broom sweep the floor and/or be HEPA vacuumed. Halls leading to the work area shall be wet mopped each day or as directed by the PWCS Project Manager.

6.29.2.3. Work activities such as masonry saw cutting, fiberglass insulation removal and sand blasting are required to have an airless water sprayer in the work area to help the spread of dust and debris. All electrical equipment are required to have GFCI's installed. Contractor shall not use water if it results in hazardous or objectionable conditions such as, but not limited to, flooding, or pollution.

6.30. PROTECTION:

6.30.1. Where occupant and student safety is endangered, physical barricades shall be installed to prevent accidental entrance into the work area.

6.30.2. Construction zone signage shall be posted in areas adjacent to the work area.

6.30.3. Provide protective measures to control accumulation and migration of dust and dirt.

6.30.4. Construct and maintain shoring, bracing, and supports as required. Ensure that structural elements are not overloaded. Increase structural supports or add new supports as may be required as a result of any cutting, or demolition work performed under this contract.

6.30.5. Before, during and after the demolition work, the Contractor shall continuously evaluate the condition of the structure being demolished and take immediate action to protect all personnel working in and around the project site. No area, section, or component of floors, roofs, walls, columns, pilasters, or other structural element shall be allowed to be left standing without sufficient bracing, shoring, or lateral support to prevent collapse or failure while Contractor's work force is removing debris or performing other work in the

immediate area.

6.31. EXISTING CONDITIONS: The Contractor shall:

6.31.1. Before beginning any demolition, survey the site and examine the specifications to determine the extent of the work. Record existing conditions or conflicting requirements and submit to the PWCS Project Manager within twenty-four hours of the survey.

6.31.2. Document the condition of structures and other facilities adjacent to areas of demolition. Photographs shall be acceptable as a record of existing conditions.

6.31.3. Include in the record, walls, finish floor elevations, possible conflicting electrical conduits, plumbing lines, alarms systems, the location and extent of existing cracks and other damage and description of surface conditions that exist prior to before starting work.

6.31.4. It is the Contractor's responsibility to verify and document all required outages which will be required during the course of work, and to note these outages on the record document.

6.31.5. Contractor shall not disturb existing building areas or grounds beyond the extent required for the demolition.

6.31.6. Contractor shall take necessary precautions to avoid damage to existing items to remain in place to include structural, mechanical and plumbing equipment. This equipment is intended to be reused, or to remain the property of PWCS.

6.31.7. Contractor shall (at their expense) repair or replace damaged items as approved by the Project Manager.

6.32. UTILITY SERVICE:

6.32.1. Prior to start of work, the Contractor shall coordinate with PWCS Project Manager, the use of electrical utilities serving the work area or have all utilities shut off by PWCS.

6.32.2. Prior to start of work, the Contractor shall coordinate with PWCS Project Manager, the use of plumbing utilities serving the work area or have all utilities shut off by PWCS.

6.33. RESTROOM FACILITIES:

6.33.1. Contractor's work force is not permitted to use PWCS rest room facilities. Portable rest rooms shall be supplied by the Contractor.

6.33.2. Prior to the start of demolition, the Contractor shall request an area of storage for restroom facilities.

6.34. STRUCTURAL STEEL: The Contractor shall:

6.34.1. Dismantle structural steel at field connections and in a manner that will prevent bending or damage. Salvage for reuse or recycle structural steel, steel joists, girders, angles, plates, columns and shapes. Do not use flame-cutting torches. A flame-cutting torch is only permitted when other methods of dismantling are not practical and is approved by the PWCS Project Manager prior to usage.

6.34.2. Transport steel joists and girders as whole units and not dismantled. Transport structural steel shapes to a designated recycling facility.

6.35. AIR CONDITIONING EQUIPMENT:

6.35.1. PWCS will remove/recover air conditioning, refrigeration, and other equipment containing Refrigerants.

6.35.2. Certification of refrigerant removal shall be provided to the Contractor.

6.36. ITEMS WITH UNIQUE/REGULATED DISPOSAL REQUIREMENTS:

6.36.1. PWCS will remove and recycle fluorescent lamps.

6.36.2. PWCS will remove and recycle lamp ballasts.

6.36.3. PWCS will remove and recycle mercury containing thermostats and equipment.

6.37. **MOLD CONTAMINATED SERVICES**: Certain levels of engineering controls, worker protection, and worker training are required when impacting building components with mold contaminated surfaces. The increased level of engineering controls, worker protection, and worker training are determined based upon the specific work practice or activity and the related potential exposure to mold.

For the purposes of this specification and work activities expected to disturb mold contaminated surfaces, the work activities have been categorized into three levels. Listed are the methods, which shall be required to abate/clean the materials.

6.37.1. METHOD 1: Wet vacuum. Steam Cleaning may be an alternative for carpets and some upholstered furniture.

6.37.2. METHOD 2: Damp-wipe surfaces with plain water or with detergent and scrub as needed.

6.37.3. METHOD 2A: Mist/fog materials with a 1:10 bleach solution. Let stand for a twenty-minute contact time, wipe dry if required. HEPA vacuum clean.

6.37.4. METHOD 3: High-Efficiency particulate air (HEPA) vacuum after the material has been thoroughly dried. Dispose of the contents of the HEPA vacuum in well-sealed plastic bags.

6.37.5. METHOD 4: Discard – remove water damaged materials and seal in plastic gags while inside of containment, if present. Dispose of as normal waste. HEPA vacuum area after it is dried.

6.37.6. METHOD 5: Discard in well-sealed plastic bags. Dispose of as normal waste.

6.37.7. METHOD 6: Clean pan so that condensate is unobstructed and flowing. If required or recommended, place biocide tablets in pans.

6.37.8. METHOD 7: Clean coils with detergent or approved coil cleaner. Prior to cleaning, HEAP vacuum coil surface.

6.37.9. METHOD 8: HEPA vacuum liner, coat with liner repair product.

6.38. **LEVEL 1**: Level 1 work activities are abatement/cleaning activities that have an approximate TOTAL SURFACE AREA OF LESS THAN 10 SQUARE FEET and have the

following recommended engineering controls, worker protection, and worker training. For Level 1 work activities, the Contractor shall comply with the following:

Material	Methods	PPE	Containment/Special Criteria/Clearance
Papers	Method 5	N-95, Gloves, and goggles	Containment: Not required Special Criteria: None Clearance: Visual inspection by Environmental Project Manager
Books	Method 2, Method 2A Method 3 Method 5	N-95, Gloves, and goggles	Containment: Not required Special Criteria: None Clearance: Visual inspection by Environmental Project Manager
Concrete, brick, and cinder block	Method 2 Method 3	N-95, Gloves, and goggles	Containment: Not required Special Criteria: None Clearance: Visual inspection by Environmental Project Manager
Carpeting and Padding	Method 1 Method 3 Method 5	N-95, Gloves, and goggles	Containment: Not required Special Criteria: None Clearance: Visual inspection by Environmental Project Manager
Flooring	Method 2 Method 2A Method 3	N-95, Gloves, and goggles	Containment: Not required Special Criteria: None Clearance: Visual inspection by Environmental Project Manager
Rugs	Method 3 Method 5	N-95, Gloves, and goggles	Containment: Not required Special Criteria: None Clearance: Visual inspection by Environmental Project Manager
Ceiling tiles, 1-3 Tiles	Method 5	N-95, Gloves, and goggles	Containment: Not required Special Criteria: None Clearance: Visual inspection by Environmental Project Manager
Hard Surface	Method 2 Method 2A Method 3 Method 5	N-95, Gloves, and goggles	Containment: Not required Special Criteria: None Clearance: Visual inspection by Environmental Project Manager
Bulletin and Cork Boards	Method 2 Method 2A Method 3	N-95, Gloves, and goggles	Containment: Not required Special Criteria: None Clearance: Visual inspection by Environmental Project Manager
Drywall	Method 2 Method 2A Method 3	N-95, Gloves, and goggles	Containment: Not required Special Criteria: None Clearance: Visual inspection by Environmental Project Manager
Wood Surfaces	Method 2 Method 2A Method 3	N-95, Gloves, and goggles	Containment: Not required Special Criteria: None Clearance: Visual inspection by Environmental Project Manager
Upholstered Furniture	Method 1 Method 3	N-95, Gloves, and goggles	Containment: Not required Special Criteria: None Clearance: Visual inspection by Environmental Project Manager
Exterior Walls and walks	Method 2 Method 2A	N-95, Gloves, and goggles	Containment: Not required Special Criteria: None Clearance: Visual inspection by Environmental Project Manager
Fiberglass Pipe Insulation	Method 2, Method 2a Method 3	N-95, Gloves, and goggles	Containment: Not required Special Criteria: None

Material	Methods	PPE	Containment/Special Criteria/Clearance
	Method 5		Clearance: Visual inspection by Environmental Project Manager
Fiberglass Batt Insulation	Method 5	N-95, Gloves, and goggles	Containment: Not required Special Criteria: None Clearance: Visual inspection by Environmental Project Manager
HVAC Drain Pan – Typical Fan Coil Unit	Method 6 Method 3	N-95, Gloves, and goggles	Containment: Not required Special Criteria: Deenergize HVAC Clearance: Visual inspection by Environmental Project Manager
HVAC Coils – Typical Fan Coil Unit	Method 7	N-95 or approved respirator, Gloves, and goggles	Containment: Not required Special Criteria: Deenergize HVAC, HEPA prior to cleaning coils Clearance: Visual inspection by Environmental Project Manager
HVAC Liner – Fiberglass – Typical Fan Coil Unit	Method 8 Method 5	N-95 or approved respirator, Gloves, and goggles	Containment: Not required Special Criteria: Deenergize HVAC Clearance: Visual inspection by Environmental Project Manager
HVAC Cabinet – Typical Fan Coil Unit	Method 3	N-95 or approved respirator, Gloves, and goggles	Containment: Not required Special Criteria: Deenergize HVAC Clearance: Visual inspection by Environmental Project Manager

6.39. **LEVEL 2**: Level 2 work activities are abatement/cleaning activities that have an approximate SURFACE AREA OF 10 - 100 CONTINUOUS SQUARE FEET and require limited engineering controls, worker protection, and worker training. For Level 2 work activities, the Contractor shall comply with the following:

Material	Methods	PPE	Containment
Papers	Method 5	N-95, Gloves, and goggles	Containment: Not required, or determined in field by Environmental Project Manager. Special Criteria: Limited access, Deenergize HVAC Clearance: Visual inspection by Environmental Project Manager
Books 10 – 100 books	Method 2, Method 2A Method 3 Method 5	N-95, Gloves, and goggles	Containment: Not required, or determined in field by Environmental Project Manager. Special Criteria: Limited access, Deenergize HVAC Clearance: Visual inspection by Environmental Project Manager
Concrete, brick, and cinder block	Method 2 Method 3	N-95, Gloves, and goggles	Containment: Not required Special Criteria: Limited access, Deenergize HVAC Clearance: Visual inspection by Environmental Project Manager
Carpeting and Padding	Method 1 Method 3 Method 5	N-95, Gloves, and goggles	Containment: Limited, Critical Barriers and/or, Mini-containment Special Criteria: Limited access, Deenergize HVAC Clearance: Visual inspection by Environmental Project Manager
Flooring	Method 2 Method 2A Method 3	N-95, Gloves, and goggles	Containment: Limited, Critical Barriers and/or, Mini-containment Special Criteria: Limited access, Deenergize HVAC Clearance: Visual inspection by Environmental Project Manager
Rugs	Method 3 Method 5	N-95, Gloves, and goggles	Containment: Not required Special Criteria: Limited access, Deenergize HVAC Clearance: Visual inspection by Environmental Project Manager
Ceiling tiles 3-6 Tiles	Method 5	N-95, Gloves, and goggles	Containment: Not required Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris Clearance: Visual inspection by Environmental Project Manager
Ceiling tiles 7-12 Tiles	Method 5	N-95, Gloves, and goggles	Containment: Limited, Critical Barriers and/or, Mini-containment Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris, scrub air (HEPA filtration) Clearance: Visual inspection by Environmental Project Manager
Hard Surface	Method 2 Method 2A Method 3 Method 5	N-95, Gloves, and goggles	Containment: Limited, Critical Barriers and/or , Mini-containment Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris, scrub air (HEPA filtration) Clearance: Visual inspection by Environmental Project Manager
Bulletin and Cork Boards	Method 2 Method 2A Method 3 Method 5	N-95, Gloves, and goggles	Containment: Limited, Critical Barriers and/or , Mini-containment Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris, scrub air (HEPA filtration) Clearance: Visual inspection by Environmental Project Manager

Material	Methods	PPE	Containment
Drywall	Method 2 Method 2A Method 3	N-95, Gloves, and goggles	Containment: Limited, Critical Barriers and/or , Mini-containment Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris, scrub air (HEPA filtration) Clearance: Visual inspection by Environmental Project Manager
Wood Surfaces	Method 5	N-95, Gloves, and goggles	Containment: Limited, Critical Barriers and/or , Mini-containment Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris, scrub air (HEPA filtration) Clearance: Visual inspection by Environmental Project Manager
Upholstered Furniture	Method 5	N-95, Gloves, and goggles	Containment: Not required Special Criteria: Limited access, Deenergize HVAC Clearance: Visual inspection by Environmental Project Manager
Exterior Walls and walks	Method 2 Method 2A	N-95, Gloves, and goggles	Non required
Fiberglass Pipe Insulation	Method 2, Method 2a Method 3 Method 5	N-95, Gloves, and goggles	Containment: Limited, Critical Barriers and/or , Mini-containment Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris, scrub air (HEPA filtration) Clearance: Visual inspection by Environmental Project Manager
Fiberglass Batt	Method 5	N-95, Gloves, and goggles	Containment: Limited, Critical Barriers and/or , Mini-containment Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris, scrub air (HEPA filtration) Clearance: Visual inspection by Environmental Project Manager
HVAC Drain Pan – AHUs and RTUs	Method 6 Method 3	N-95, Gloves, and goggles	Shut down HVAC
HVAC Coils – AHUs and RTUs	Method 7	N-95 or approved respirator, Gloves, and goggles	Containment: Limited, determined in field Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris after cleaning, scrub air (HEPA filtration) while cleaning Clearance: Visual inspection by Environmental Project Manager
HVAC Liner – Fiberglass – AHUs and RTUs	Method 8 Method 5	N-95 or approved respirator, Gloves, and goggles	Containment: Limited, determined in field Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris after cleaning, scrub air (HEPA filtration) while cleaning Clearance: Visual inspection by Environmental Project Manager
HVAC Cabinet – AHUs and RTUs	Method 3	N-95 or approved respirator, Gloves, and goggles	Containment: Limited, determined in field Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris after cleaning, scrub air (HEPA filtration) while cleaning Clearance: Visual inspection by Environmental Project Manager

6.40. **LEVEL 3**: Level 3 work activities are abatement/cleaning activities that have an approximate TOTAL SURFACE AREA OF > 100 SQUARE FEET and require engineering controls, worker protection, and worker training. For Level 3 work activities, the Contractor shall comply with the following:

Material	Methods	PPE	Containment
Papers	Method 5	N-95, ½ half, Full face, Gloves, goggles, and disposable overalls.	Containment: Limited, Critical Barriers and/or, Mini-containment, determined in field. Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris after cleaning, scrub air (HEPA filtration) while cleaning. Clearance: Visual inspection by Environmental Project Manager
Books > 100 books	Method 2, Method 2A Method 3 Method 5	N-95, ½ half, Full face, Gloves, goggles, and disposable overalls.	Containment: Limited, Critical Barriers and/or, Mini-containment, or determined in field. Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris after cleaning. Scrub air (HEPA filtration) while cleaning. Clearance: Visual inspection by Environmental Project Manager
Concrete, brick, and cinder block	Method 2 Method 3	N-95, ½ half, Full face, Gloves, goggles, and disposable overalls.	Containment: Full, and/or, Mini-containment, containments equipped with three (3) stage decontamination unit. Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris after cleaning. Scrub air (HEPA filtration) while cleaning. Clearance: Visual inspection by Environmental Project Manager
Carpeting and Padding	Method 1 Method 3 Method 5	N-95, ½ half, Full face, Gloves, goggles, and disposable overalls.	Containment: Full, and/or, Mini-containment, containments equipped with three (3) stage decontamination unit. Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris after cleaning, scrub air (HEPA filtration) while cleaning. Clearance: Visual inspection by Environmental Project Manager
Flooring	Method 2 Method 2A Method 3	N-95, ½ half, Full face, Gloves, goggles, and disposable overalls.	Containment: Full, and/or, Mini-containment, containments equipped with three (3) stage decontamination unit. Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris after cleaning, scrub air (HEPA filtration) while cleaning. Clearance: Visual inspection by Environmental Project Manager
Rugs	Method 3 Method 5	N-95, ½ half, Full face, Gloves, goggles, and disposable overalls.	Containment: Full, and/or, Mini-containment, containments equipped with three (3) stage decontamination unit. Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris after cleaning. Scrub air (HEPA filtration) while cleaning. Clearance: Visual inspection by Environmental Project Manager
Ceiling tiles	Method 5	N-95, ½ half, Full face, Gloves, goggles, and disposable overalls.	Containment: Full, and/or, Mini-containment, containments equipped with three (3) stage decontamination unit. Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris after cleaning, scrub air (HEPA filtration) while cleaning. Clearance: Visual inspection by Environmental Project Manager, shut down HVAC, Critical openings,

Material	Methods	PPE	Containment
Hard Surface	Method 2 Method 2A Method 3 Method 5	N-95, ½ half, Full face, Gloves, goggles, and disposable overalls.	Containment: Full, and/or, Mini-containment, containments equipped with three (3) stage decontamination unit. Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris after cleaning, scrub air (HEPA filtration) while cleaning. Clearance: Visual inspection by Environmental Project Manager
Bulletin and Cork Boards	Method 2 Method 2A Method 3 Method 5	N-95, ½ half, Full face, Gloves, goggles, and disposable overalls.	Containment: Full, and/or, Mini-containment, containments equipped with three (3) stage decontamination unit. Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris after cleaning, scrub air (HEPA filtration) while cleaning. Clearance: Visual inspection by Environmental Project Manager
Drywall	Method 2 Method 2A Method 3	N-95, ½ half, Full face, Gloves, goggles, and disposable overalls.	Containment: Full, and/or, Mini-containment, containments equipped with three (3) stage decontamination unit. Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris after cleaning, scrub air (HEPA filtration) while cleaning. Clearance: Visual inspection by Environmental Project Manager
Wood Surfaces	Method 5	N-95, ½ half, Full face, Gloves, goggles, and disposable overalls.	Containment: Full, and/or, Mini-containment, containments equipped with three (3) stage decontamination unit. Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris after cleaning, scrub air (HEPA filtration) while cleaning. Clearance: Visual inspection by Environmental Project Manager
Upholstered Furniture	Method 5	N-95, ½ half, Full face, Gloves, goggles, and disposable overalls.	Containment: Full, and/or, Mini-containment, containments equipped with three (3) stage decontamination unit. Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris after cleaning, scrub air (HEPA filtration) while cleaning. Clearance: Visual inspection by Environmental Project Manager
Exterior Walls and walks	Method 2 Method 2A	N-95, ½ half, Full face, Gloves, goggles, and disposable overalls.	Containment: Full, and/or, Mini-containment, containments equipped with three (3) stage decontamination unit. Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris after cleaning. Scrub air (HEPA filtration) while cleaning. Clearance: Visual inspection by Environmental Project Manager.
Fiberglass Pipe Insulation	Method 2, Method 2A Method 3 Method 5	N-95, ½ half, Full face, Gloves, goggles, and disposable overalls.	Containment: Full, and/or, Mini-containment, containments equipped with three (3) stage decontamination unit. Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris after cleaning, scrub air (HEPA filtration) while cleaning. Clearance: Visual inspection by Environmental Project Manager

Material	Methods	PPE	Containment
Fiberglass Batt	Method 5	N-95, ½ half, Full face, Gloves, and goggles	Containment: Full, and/or, Mini-containment, containments equipped with three (3) stage decontamination unit. Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris after cleaning, scrub air (HEPA filtration) while cleaning. Clearance: Visual inspection by Environmental Project Manager
HVAC Drain Pan	Method 6 Method 3	N-95, ½ half, Full face, Gloves, and goggles	Containment: Full, and/or , Mini-containment, containments equipped with three (3) stage decontamination unit. Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris after cleaning, scrub air (HEPA filtration) while cleaning. Clearance: Visual inspection by Environmental Project Manager
HVAC Coils	Method 7	N-95, ½ half, Full face, Gloves, and goggles	Containment: Full, and/or, Mini-containment, containments equipped with three (3) stage decontamination unit. Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris after cleaning. Scrub air (HEPA filtration) while cleaning. Clearance: Visual inspection by Environmental Project Manager
HVAC Liner - Fiberglass	Method 8 Method 5	N-95, ½ half, Full face, Gloves, and goggles	Containment: Full, and/or , Mini-containment, containments equipped with three (3) stage decontamination unit. Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris after cleaning, scrub air (HEPA filtration) while cleaning. Clearance: Visual inspection by Environmental Project Manager
HVAC Cabinet	Method 3	N-95, ½ half, Full face, Gloves, and goggles	Containment: Full, and/or , Mini-containment, containments equipped with three (3) stage decontamination unit. Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris after cleaning, scrub air (HEPA filtration) while cleaning. Clearance: Visual inspection by Environmental Project Manager
HVAC Duct	Contracted	Contracted	Containment: Full, and/or, Mini-containment, containments equipped with three (3) stage decontamination unit. Special Criteria: Limited access, Deenergize HVAC, HEPA vacuum all dust and debris after cleaning. Scrub air (HEPA filtration) while cleaning. Clearance: Visual inspection by Environmental Project Manager

6.41. PERFORMANCE REQUIREMENTS: The Contractor shall complete all service calls as indicated below:

6.41.1. Abatement Services (normal): PWCS requires that service response to be made at destination within five (5) working days after initial receipt of call by PWCS for routine abatement service.

6.41.2. Emergency Services: In the event of an emergency, the PWCS Environmental Project Manager shall notify the Contractor to meet at the

project site with the PWCS Environmental Project Manager within eight (8) hours from the initial contact. At that time the PWCS Environmental Project Manager will give the Contractor the Project Manual, drawings, and/or verbal directions, walk through the work area and answer all questions pertaining to the project. The Contractor shall begin abatement services immediately following this meeting. The Contractor shall complete emergency services seven days per week, 24 hours per day.

6.41.2.1. If the Contractor fails to respond to an emergency call within the time allowed after verbal notification, PWCS has the right to call another vendor to make the emergency repairs, and the Contractor shall be charged by PWCS for cost in excess of the original contract amount.

6.41.2.2. The Contractor shall provide means of contact to PWCS for Emergency Services.

6.42. COST PROPOSALS:

6.42.1. The Contractor shall meet at the project site with the PWCS Environmental Project Manager within five (5) working days of the initial contact to ascertain site conditions. At that time the PWCS Environmental Project Manager will provide the Contractor with a Project Manual and/or drawings, walk through the work area and answer all questions pertaining to the project.

6.42.2. Within five (5) working days of the project site visit, the Contractor shall submit a written not to exceed amount cost proposal based on the unit prices identified herein, to the PWCS Environmental Project Manager and indicate their ability to meet the project schedule requirements. It is at the sole discretion of the PWCS Environmental Project Manager on which Contractor to contact for each given project.

6.42.3. Prior to the acceptance of the cost proposal and issuance of a valid PWCS Purchase Order, the PWCS Environmental Project Manager and Contractor shall mutually agree upon an expected start and completion date for each particular job order. Such dates shall be included on the ensuing Purchase Order.

6.42.4. Specific start and end dates are specified for project phases and are inclusive of the final air testing and analysis. These are times set forth to indicate that the project phase needs to be released to the Contractor; the Contractor shall be totally out of the area by the end date.

6.42.5. Cost Proposals shall include all travel, labor, disposal fees, tools, equipment, permits, notifications, profit and overhead, and all other expenses as may be necessary to complete the necessary work.

6.42.6. The Contractor is not authorized to start work until in receipt of a valid PWCS purchase order.

6.42.6.1. A valid PWCS purchase order will be issued after receipt and approval of the cost proposal.

6.42.6.2. Any work performed without receiving a valid PWCS purchase order is not authorized and subject to nonpayment.

6.42.6.3. Any changes or modifications to an authorized valid PWCS

purchase order shall be approved by the PWCS Environmental Project Manager in writing prior to starting said work.

6.43. WORK HOURS:

6.43.1. The Contractor may be required to perform abatement services at any time during the year, on an emergency or non-emergency basis.

6.43.2. Routine abatement work shall be performed Monday through Friday from 6:00 a.m. to 4:30 p.m. (except for PWCS observed holidays).

6.43.3. Bidder shall indicate, on the Pricing Schedule, a contact person's name and telephone number for normal working hours, 6:00 a.m. – 4:30 p.m., Monday through Friday and for work outside the normal working hours.

6.43.4. Any service requests that are made or work required by PWCS beyond the normal PWCS working hours, PWCS observed holidays and/or weekends shall be considered as overtime.

6.43.5. Man-hours paid under this contract shall be for productive hours at the job site only as evidenced with signed work tickets provided by the Contractor to the PWCS Environmental Project Manager, or his designee. Travel time to PWCS sites is not considered part of the work day.

6.44. WORKMANSHIP/EXPERIENCE:

6.44.1. The Contractor shall employ fully qualified and skilled personnel who must perform all abatement related work in a thorough workmanship like manner.

6.44.2. Prior to the start of work, the PWCS Environmental Project Manager shall coordinate and distribute to the Contractor individual Employee Identification Badges which shall be displayed by each Contractor's employee upon entering any PWCS property. The Contractor's personnel shall sign in and out of the PWCS buildings through the main office at each site. The PWCS Environmental Project Manager shall provide a Point of Contact should the Project Manager be unable to meet the Contractor at the project site.

6.44.3. The Contractor shall have one (1) employee at each job site, which is designated as a supervisor. This individual shall be the liaison between the Contractor and PWCS Environmental Project Manager, or his designee. This individual shall be able to communicate freely in English and easily with the PWCS personnel and shall have on hand a list of phone numbers for the PWCS project contacts. The Contractor's employees shall also have a way to contact his/her supervisor should the need arise.

6.44.4. The Contractor shall obtain prior approval from PWCS for the use of subcontractors who perform work under this contract. The Contractor shall be responsible to completely supervise and direct all work under this contract, and all subcontractors, material suppliers, etc., engaged in the required work. The Contractor shall remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

6.44.5. The Contractor shall arrive at the job site prepared with the correct materials and equipment (such as service vehicles, ladders, tools) and shall maintain an adequate supply of manpower to complete the work assignment in a safe and

timely manner.

6.44.6. All work shall be done in such a manner as to cause as little inconvenience as possible to the building patrons and general public.

6.44.7. All work shall be high quality, first class and performed in a neat and workmanship like manner. When notified by the PWCS Environmental Project Manager, all substandard work, materials and/or damages, when discovered, shall be removed immediately, not to exceed forty-eight (48) hours and repaired by the Contractor at no additional expense to PWCS.

6.44.8. If the Contractor shall neglect or refuse to remove such unsatisfactory work or materials within 48 hours after the receipt of the above mentioned notice, or if they shall not make satisfactory progress in doing so, the PWCS Environmental Project Manager may correct the work or remove the materials to have them corrected in accordance with contract specifications, and the additional expense shall be charged to the Contractor. Such expense shall be deducted from any monies due or to become due to the Contractor under the contract.

6.44.9. The Contractor shall not act on requests or take direction from anyone except the designated PWCS Environmental Project Manager or their designee.

6.44.10. At the discretion of the PWCS Environmental Project Manager, any employee of the Contractor and/or subcontractor may be removed with or without cause, from any project site.

6.44.11. The Contractor shall be capable of performing multiple assignments at one time for both emergency and non-emergency calls.

6.45. INVOICES: The Contractor shall provide a service ticket for each order that must include a minimum of the following information:

6.45.1. Contractor's Name

6.45.2. PWCS Purchase Order Number

6.45.3. Job Location(s)

6.45.4. Detailed Description of Work Done

6.45.5. Date(s) of Work

6.45.6. Hours worked each day for each employee for services rendered

6.45.7. Itemized List of Materials and Rental Equipment with line item pricing

6.45.8. Costs incurred for transportation of workers; material acquisition; handling and delivery for movement of Contractor-owned equipment or rented equipment; project administration; inspections; disposal fees; estimates and administrative duties **are not chargeable directly, but are considered to be overhead and must be included in the hourly labor rates quoted under this solicitation.**

6.45.9. The Contractor will only be paid for materials actually used. Any materials that the Contractor was authorized to purchase for a specific job assignment and not fully used to capacity shall be treated as residual materials and shall be turned over to the PWCS Environmental Project Manager upon completion of the job assignment. No allowances will be made for other materials ordered

by the Contractor that were not authorized by PWCS.

6.45.10. Once an invoice has been submitted, the PWCS Environmental Project Manager shall inspect the work for compliance with the PWCS Purchase Order. If there are corrections to be made, written notice will be sent to the Contractor within ten (10) days. When corrective work has been completed and verified, the PWCS Environmental Project Manager will approve the invoice for payment.

6.45.11. The Contractor may be required to provide materials, equipment rental (such as cranes, aerial lifts, scaffolding, temporary fencing) and/or subcontractors to fulfill the requirements of the contract. If the Contractor provides materials, equipment rental or subcontractors for items not already identified in the specifications and pricing, the compensation will be based on the actual cost of the materials, equipment rental and subcontractors with an administrative fee equal to the percentage indicated:.

Materials Administrative Fee: 6%
Equipment Rental Administrative Fee: 7%
Subcontracting Administrative Fee: 5%

6.45.12. Invoices which include material, equipment rental or subcontractor charges shall be accompanied by suppliers/subcontractor's itemized invoices to substantiate cost to Contractor.

7. SPECIAL TERMS AND CONDITIONS:

7.1. AUDIT: The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by PWCS, whichever is sooner. PWCS, its authorized agents shall have full access to and the right to examine any of said material during said period.

7.2. AUTHORITY TO TRANSACT BUSINESS IN THE COMMONWEALTH: Any Bidder registered or organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or a registered limited liability partnership shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity as described in the Virginia Public Procurement Act (VPPA) § 2.2-4311.2. The proper legal name of the firm or entity, form of the firm (i.e. corporation, limited partnership, etc) and the identification number issued to the Bidder by the State Corporation Commission must be written in the space provided on the bid submission form (cover page), Pricing Schedule, and Vendor Information Form. Any Bidder not required to be authorized to transact business in the Commonwealth of Virginia shall include in its proposal a statement/documentation from their legal counsel describing why the Bidder is not required to be registered. Failure of a prospective and/or successful Bidder to provide such documentation shall be grounds for rejection of their proposal. For further information, refer to the Commonwealth of Virginia State Corporation Commission Web site at: www.scc.virginia.gov. Any falsification or misrepresentation contained in the statement submitted by the Bidder pursuant to the VPPA § 2.2-4311.2., Code of Virginia, Title 13.1 or Title 50 may be cause for debarment by PWCS.

7.3. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that PWCS shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.

7.4. AWARD OF CONTRACT: The award will be made to the lowest responsive and responsible Bidders satisfying all qualification and requirements, based on the Grand Total Amount of the Hypothetical Scenarios. It is PWCS' desire to make multiple awards to a

primary and secondary contractor.

7.5. BID PRICES: Bid prices shall be in the form of a firm fixed unit price or hourly rate for each item during the contract period. These prices/rates are to be used for specified work and/or additional and/or decrease in specified work. Bidder agrees to provide services in accordance with the specifications, general and special terms and conditions identified herein. All unit prices/rates shall include all travel, labor, tools, equipment, notifications, profit and overhead.

7.6. CERTIFICATE OF COMPLIANCE: By signing and submitting a bid, the Bidder acknowledges that as a condition of any Contract awarded and prior to Notice of Award, the Bidder/Contractor must certify that neither the Contractor, any employee of the Contractor, nor any other person who will provide services under the Contract and will have direct contact with students on school property during regular school hours or school-sponsored activities, have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. Bidder further acknowledges that such certification shall be binding on the Bidder/Contractor throughout the term of any Contract, including renewals or extensions, thereof, and agrees to provide immediate notice to PWCS of any event which might render such certification untrue, including the arrest indictment, or investigation of any individual providing such services. **The successful Bidder agrees to fully document and provide this Certificate of Compliance (Attachment B) prior to Notice of Award.**

7.7. CONTRACTORS REGISTRATION: If a contract for construction, removal, repair or improvement of a building or other real property is for $120,000 or more, or if the total value of all such contracts undertaken by the Bidder within any twelve-month period is $750,000 or more, the Bidder is required under Title 54, Code of Virginia (1950), as amended, to be licensed by the State Board of Contractors as a "CLASS A CONTRACTOR". The Bidder shall place on the outside of the envelope containing the bid and shall place in the bid over his signature whichever of the following notations is appropriate, inserting his contractor license number:

7.7.1. Licensed Class A Virginia Contractor Number:_____

7.7.2. Specialty:_____

If the Bidder shall fail to provide this information on his bid or on the envelope containing the bid and shall fail to promptly provide said Contractor license number to PWCS in writing when requested to do so before or after the opening of Bids, he shall be deemed to be in violation of Section 54-1115 of the *Code of Virginia* (1950), as amended, and his bid will not be considered.

If a Bidder shall fail to obtain the required license prior to submission of his/her bid, the bid shall not be considered.

7.8. EXTRA CHARGES NOT ALLOWED: The bid prices shall be for the complete delivery, ready for PWCS use, and shall include all applicable freight charges; extra charges will not be allowed for shipment to multiple locations.

7.9. FINAL INSPECTION: At the conclusion of the work, the Contractor shall demonstrate to the authorized PWCS representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.

7.10. GUARANTEE OF WORK:

7.10.1. Except as otherwise specified, all work shall be guaranteed by the Contractor against defects to materials, equipment or workmanship for one (1) year from the date of final acceptance of the entire project by PWCS in writing.

7.10.2. If, within the guarantee period, defects are noticed by PWCS which require repairs or changes in connection with the guaranteed work, those repairs or changes being in the opinion of PWCS rendered necessary as the result of the use of materials, equipment or workmanship, which are defective, or inferior or not in accordance with the terms on the contract, then the Contractor shall promptly upon receipt of notice from PWCS, such notice being given not more than two weeks after the guarantee period expires, and without expense to PWCS:

7.10.2.1. Place in satisfactory condition in every particular all such guaranteed work and correct all defects therein;

7.10.2.2. Make good all damage to the structure, site, equipment, or contents thereof, which is the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the contract; and

7.10.2.3. Make good any work, materials, equipment, contents of structures, and/or disturbance of the site in fulfilling any such guarantee.

7.10.3. In any case, where in fulfilling the requirements of the contract or any guarantee embraced in or required thereby, the Contractor disturbs any work guaranteed under the contract, he shall restore such work to a condition satisfactory to PWCS and guarantee such restored work to the same extent as it was guaranteed under such other contract.

7.10.4. If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, PWCS may have the defects corrected and the Contractor shall be liable for all expense incurred.

7.11. INSURANCE: By signing and submitting a bid or proposal under this solicitation, the Bidder certifies that if awarded the contract, it will have the following insurance coverage at the time the work commences. Additionally, that will maintain these during the entire term of the contract and that all insurance coverage's will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. During the period of the contract, PWCS reserves the right to require the Contractor to furnish certificates of insurance for the coverage required by the PWCS and the Commonwealth of Virginia as indicated below:

7.11.1. Workers Compensation – Statutory requirements and benefits.

7.11.2. Employer's Liability - $100,000.

7.11.3. Commercial General Liability - $1,000,000 combined single limit coverage with $2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, and where applicable to the project (as determined by PWCS), Products and Independent Contractors. The general aggregate limit shall apply to this project. **Prince William County School Board is to be names as an additional insured with respect to the services being provided.**

7.11.4. Automobile Liability - $1,000,000 per occurrence.

7.12. LIQUIDATED DAMAGES: For each project a clause will be inserted in the Contract between PWCS/OWNER and Contractor to the effect that, from the compensation otherwise to be paid, the PWCS may retain the sum of **one thousand dollars ($1,000.00)** for each calendar day beyond the substantial completion date stipulated in the Contract, that the Work is not completed. Once substantial completion has been awarded by PWCS Architect, five (5) days will be allowed for the Contractor to complete any remaining "punch list" items. If these items are not completed within the allotted time, then the PWCS may retain the sum of **one thousand dollars ($1,000.00)** for each calendar day beyond the allotted time the work is not completed. These sums shall not be considered as a penalty, but as a sum mutually agreed upon as the ascertained damages suffered by the PWCS because of the delay.

7.13. MEETINGS AND ADMINISTRATION:

7.13.1. Preconstruction meeting will be scheduled to be held within 10 working days after PWCS has issued the Notice to Proceed. Provide attendance by authorized representatives of the Contractor and Subcontractors.

Minimum Agenda:

7.13.1.1. Channels of Communications;

7.13.1.2. Construction Schedule;

7.13.1.3. Processing of Submittals, etc.;

7.13.1.4. Procedures for safety, security, quality control and related matters

7.13.2. Project meeting will be held when necessary as established by PWCS.

7.14. METHOD OF PAYMENT: The Contractor shall be paid on the basis of invoices submitted, to be paid net thirty (30) days from receipt and approval by an authorized PWCS official, upon satisfactory completion of delivery and/or installation. Payment shall be made after satisfactory performance of the contract in accordance with all of the provisions thereof and upon receipt of a properly completed invoice. The School Board reserves the right to withhold any or all payments or portions thereof for contractor's failure to perform in accordance with the provisions of the contract or any modifications thereto.

In any contract resulting from this IFB, the contractor shall be paid 95% of the amount due of each progress payment, with the remaining 5% being retained to assure faithful performance of the contract. All amounts withheld shall be included in the final payment.

Any subcontract which provides for similar progress payments shall be subject to the same limitations.

7.14.1. Final Application Payment: The Contractor is to obtain and submit the following documents with (or prior to) the final application for payment:

7.14.1.1. Complete release of liens with General Contractor's certification,

7.14.1.2. Four (4) copies of the Record Information Booklet.

7.15. OWNERSHIP OF MATERIAL: Ownership of all data, material and documentation originated and prepared by the Contractor for PWCS pursuant to this solicitation and any resulting contract shall belong exclusively to PWCS and be subject to public inspection in accordance with the Virginia Freedom of Information Act.

7.16. PERFORMANCE AND PAYMENT BONDS FOR PROJECTS OVER $100,000.00: Upon

receiving Notice of Acceptance of Cost Proposal from PWCS for a particular project, the Contractor shall, within ten (10) days furnish to PWCS a signed AIA Form Document A107 along with the following bonds. Notice to proceed will not be given until all documents are received, reviewed and accepted by PWCS.

7.16.1. A Performance Bond in the sum of the contract amount conditioned upon the faithful performance of the contract in strict conformity with the plans, specifications and conditions of the contract. Reference is made to AIA Form and Document A311.

7.16.2. A Payment Bond in the sum of the project amount. Such bond shall be for the protection of claimants who have and fulfill contracts to supply labor or materials to the prime Contractor to whom the contract was awarded, or to any Subcontractors, in the prosecution of the Work provided for in such contract, and shall be conditioned upon the prompt payment for all such material furnished or labor supplied or performed in the prosecution of the Work. "Labor or materials" shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site.

Each of such bonds shall be executed by one or more surety companies, selected by the Contractor, which are legally authorized to do business in the Commonwealth of Virginia.

Acceptance of bonds furnished shall be subject to the review and approval of the school board attorney.

7.17. PRICES AND PRICE ADJUSTMENT:

7.17.1. All unit prices shall be of a firm fixed F.O.B. Destination pricing and shall include all charges that may be imposed in fulfilling the terms of the contract. Prices shall include all direct and indirect costs such as travel, insurance, profit and overhead.

7.17.2. Any Bidder that enters $0 or N/A in any line item pricing or leaves it blank may be considered nonresponsive.

7.17.3. The Contractor agrees that for firm fixed price contracts, prices shall remain firm for 365 days. If the price is increased after 365 days, the firm fixed unit price(s) may be increased only upon approval of a written request to the Purchasing Office. Upon receipt of the Contractor's request, PWCS shall make determination to approve or adjust the requested price increase based upon its investigations and the information provided by the Contractor. Any price adjustment agreed to shall take place only in accordance with the schedule defined above.

7.17.4. The request for a change to the firm fixed price(s) shall include as a minimum, 1) the cause for the adjustment; 2) proposed effective date; and, 3) the amount of the change requested adjustment (i.e., appropriate Bureau of Labor Statistics Index, change in manufacturer's price, etc.). Circumstances outlines above must be fully documented.

7.17.5. The request must be received at least 30 days prior to the effective date and shall become effective only upon approval by the Supervisor of Purchasing. The increased contract unit price shall not apply to orders received by the Contractor prior to the effective date of the approved increased contract unit price. Orders placed via PWCS Purchase Order (PD/DO), shall be considered to have been received by the Contractor after the fifth (5^{th})

calendar day following the date of issuance. The Supervisor of Purchasing may cancel, without liability to either party, any portion of the contract affected by the requested increase and any materials, supplies or services undelivered at the time of such cancellation.

7.17.6. Price decreases shall be made in accordance with paragraph 33 of the General Terms and Conditions.

7.18. PRIME CONTRACTORS RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

7.19. PROTECTION OF PERSONS AND PROPERTY:

7.19.1. The Contractor expressly undertakes, both directly and through its Subcontractors, to take every precaution at all times for the protection of persons and property, including PWCS's employees and property and its own.

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

7.19.3. The Contractor shall continuously maintain adequate protection of all work from damage and shall protect PWCS's property from injury or loss arising in connection with this contract. The Contractor shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of PWCS. The Contractor shall adequately protect adjacent property as provided by law and the Contract Documents, and shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority, local conditions, or any of the Contract Documents.

7.19.4. In an emergency affecting the safety or life of individuals, or of the work, or of adjoining property, the Contractor, without special instruction or authorization from PWCS, is hereby permitted to act, at its discretion, to prevent threatened loss or injury, be instructed or authorized to act by PWCS, he shall so act, without appeal. Any additional compensation or extension of time claimed by the Contractor on account of any emergency work shall be determined as provided in the contract.

7.20. USE OF PREMISES AND REMOVAL OF DEBRIS:

The Contractor expressly undertakes, either directly or through its Subcontractor:

7.20.1. To perform this Contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or at the location of the work;

7.20.2. To store its apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of its work or the work of PWCS or any other Contractor; and

7.20.3. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.

7.20.4. To effect all cutting, filling or patching of its work required to make the same conform to the plans and specifications, and except with the consent of the Project Inspector, not to cut or otherwise alter the work of any other Contractor. The Contractor shall not damage or endanger any portion of the work by cutting, patching or otherwise altering any work, or by excavation.

7.20.5. To clean up frequently all refuse, rubbish, scrap materials and debris caused by its operation, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance.

GENERAL TERMS AND CONDITIONS
(Revised 6/11/14)

These general terms, conditions and instructions apply to all purchases and are a part of each solicitation and every contract awarded by PWCS, unless otherwise specified in such solicitation or contract. The Purchasing Office is responsible for the purchasing activity of Prince William County Public Schools and its governing body, the Prince William County Public School Board. The term "PWCS" as used herein refers to the contracting entity which is the signatory on the contract and may be either PWCS, or the PWCS School Board, or both. Bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder's/offeror's own risk.

These general terms, conditions and instructions are subject to all applicable Federal, State and local statutes, policies, resolutions, and regulations (collectively "laws"), and are to be interpreted so as to be consistent with such laws. In the case of irreducible conflict, these general terms and conditions are preempted by applicable laws.

AUTHORITY

1. The Supervisor of Purchasing has been delegated authority for issuance of invitations to bid, request for proposals, modifications, purchase orders and awards approved by and for PWCS. In the discharge of these responsibilities, the Supervisor of Purchasing may be assisted by delegating to Buyers and other Purchasing Office staff. Unless specifically delegated by the Supervisor of Purchasing, no other PWCS officer or employee is authorized to enter into purchase negotiations, change orders, contracts, or in any way obligate PWCS for indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void, and PWCS shall not be bound thereby.

CONDITIONS OF BIDDING/OFFERING

2. **OPEN PRICING RECORDS:** The classification of line item prices and/or bid prices as proprietary information or trade secrets is not acceptable. All bid prices will be read aloud at the public bid opening and posted on the PWCS Purchasing website. Any bidder who designates bid prices as proprietary information or trade secrets will be given 48 hours to withdraw this designation. If it is not withdrawn, their bid will be rejected. See § 2.2-4301.3.b.3 of the Virginia Public Procurement Act.

3. **ANNOUNCEMENT OF AWARD**: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, PWCS will publicly post such notice on the Purchasing Web site, http://purchasing.departments.pwcs.edu/ for a minimum of 10 calendar days except in emergencies.

4. **CLARIFICATION OF TERMS**: If any prospective Bidder/Offeror has questions about the specifications or other solicitation documents, the prospective Bidder/Offeror shall contact the Buyer whose name appears on the face of the solicitation no later than five (5) working days before the due date. Any revisions to the solicitation will be made only by a written addendum issued by the Purchasing Office.

5. **DEBARMENT STATUS**: By submitting their bid/proposal, the Bidder/Offeror certifies that he/she is not currently debarred by the Commonwealth of Virginia or PWCS from submitting bids/proposals on contracts for the type of goods and/or services covered by this solicitation, nor is the Bidder/Offeror an agent of any person or entity that is currently so debarred.

6. **ERRORS IN BIDS**: When an error is made in extending total prices, the unit bid price times the number of units will govern. Erasures and changes in bids must be initialed by the bidder. Carelessness in quoting prices, omitting portions of the work from the calculations, or in preparation of the bid otherwise will not relieve the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot otherwise be corrected except as provided in paragraph 16 below, and the bidder will be required to perform if his or her bid is accepted.

7. **ETHICS IN PUBLIC CONTRACTING**: By submitting their bid/proposal, Bidders/Offerors certify that their bid/proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder/Offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

8. **INCLEMENT WEATHER**: Due to inclement weather conditions, PWCS may elect to close schools and administration offices. The following is an explanation of the policy:

   CODE GREEN: All PWCS schools are closed. Administration offices are opened.

   CODE RED: All PWCS schools are closed. Administration offices are closed.

   8.1 In the event of a delay school opening, all times shall remain as stated in the Invitation for Bid/Request for Proposal.

   8.2 In the event that PWCS closes on a CODE GREEN, any optional/mandatory pre-bid/proposal conference and all bid/proposal openings will be held as scheduled.

   8.3 In the event that PWCS closes on a CODE RED, any optional/mandatory pre-bid proposal conference and all bid/proposal openings will be held on the next business day the PWCS experiences a normal opening, a delayed opening, or a school closing on a CODE GREEN, at the time previously scheduled. No exceptions will be made in this matter.

9. **LATE BIDS/PROPOSALS**: To be considered for selection, bids/proposals must be received by the PWCS Purchasing Office by the designated date and hour. The official time used in the receipt of bids/proposals is that time on the automatic time stamp machine in the Purchasing Office. Bids/proposals received in the Purchasing Office after the date and hour designated are non-responsive, automatically disqualified and will not be considered. PWCS is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra-school mail system or delivery by any other means. It is the sole responsibility of the Bidder/Offeror to ensure that his/her bid/proposal reaches the Purchasing Office by the designated date and hour.

10. **MANDATORY USE OF PWCS FORM AND TERMS AND CONDITIONS**: Failure to submit a bid/proposal on the official PWCS form provided for that purpose may be cause for rejection of the bid/proposal. Return of this complete solicitation document is required. Modification of or additions to the General and/or Special Terms and Conditions of this solicitation may be cause for rejection of the bid/proposal; however, the Supervisor of Purchasing reserves the right to decide, on a case by case basis, in his/her sole discretion, whether to reject such a bid/proposal as non-responsive. As a precondition to its acceptance, PWCS may, in its sole discretion, request that the Bidder/Offeror withdraw or modify non-responsive portions of a bid/proposal, which do not affect quality, quantity, price or delivery schedule.

11. **OFFICIAL NOT TO BENEFIT:**

   11.1 Each Bidder/Offeror certifies by signing a bid/proposal that to the best of his/her knowledge no PWCS official or employee having official responsibility for the procurement transaction or member of his/her immediate family has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid/proposal or as soon thereafter, as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, recession of the contract, or

recovery of the cost of the financial benefit from the contractor, recipient, or both.

11.2 Whenever there is reason to believe that benefit of the sort described in the paragraph above has been or will be received in connection with the bid/proposal or contract and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, PWCS, as a prerequisite to payment pursuant to the Contractor, or at any time may require the contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.

11.3 In the event the Bidder/Offeror has knowledge of benefits as outline above, this information should be submitted with the bid/proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract the Bidder/Offeror shall address the disclosure of such facts to: Supervisor of Purchasing, Prince William County Public Schools, P.O. Box 389, Manassas, VA 20108. The Invitation For Bid/Request for Proposal number shall be referenced in the disclosure.

12. **PRECEDENCE OF TERMS**: PWCS intends for the Contract Documents to be consistent and they shall be interpreted to be consistent if possible. If the Contract Documents conflict, however, the controlling provision will be the one which appears highest in the following list:

- The Notice of Award or Purchase Order/Contract (highest precedence),
- Addenda,
- Specifications and drawings,
- The signed bid/proposal submitted by the Contractor,
- Invitation for Bid/Request for Proposal,
- Any Special Terms and Conditions,
- These General Terms and Conditions (lowest precedence).

13. **QUALIFICATIONS OF BIDDERS/OFFERORS**: PWCS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeror to perform the work/furnish the item(s) and the Bidder/Offeror shall furnish to PWCS all such information and data for this purpose as may be requested. PWCS reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. PWCS further reserves the right to reject any bid or proposal if the evidence submitted by, or investigations of, such Bidder/Offeror fails to satisfy PWCS that such Bidder/Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated herein.

14. **TIE BID**: If all bids are for the same total amount or unit price (including authorized discounts and delivery times), the PWCS Supervisor of Purchasing shall award the contract to the tie bidder providing goods produced in Virginia or goods, services or construction provided by Virginia persons, firms or corporations. If there are more than one such tie bid, then the PWCS Supervisor of Purchasing may, in his or her sole discretion, readvertise the solicitation, divide the contract among the bidders (if the solicitation provided for multiple awards), or award a contract by lot from among the responsive and responsible Virginia bidders. If there are no responsive and responsible Virginia bidders, then the PWCS Supervisor of Purchasing may, in his or her sole discretion, readvertise the solicitation, divide the contract among the bidders (if the solicitation provided for multiple awards), or award a contract by lot from among the responsive and responsible bidders. The decision of PWCS to make award to one or more such bidders shall be final.

15. **VENDOR REGISTRATION**: All vendors desiring to provide goods and/or services to PWCS shall register on-line at http://purchasing.departments.pwcs.edu/. Failure to register will result in the bid/proposal being non-responsive unless good cause is shown for the failure to register.

16. **WITHDRAWAL OF BIDS OR PROPOSALS**: A bid/proposal may be amended and/or withdrawn by a bidder or offeror if the request is received in writing before the due date and hour. The request must be signed by a person authorized to represent the vendor or firm that submitted the bid/proposal. Submission of a subsequent bid/proposal, unless specifically identified as an additional bid, shall constitute the withdrawal of any prior one submitted by the same bidder or offeror on the same Invitation for Bid/Request for Proposal.

Withdrawal of bids/proposals after opening is governed by Code of Virginia § 2.2-4330. The bidder/offeror shall give notice in writing of his/her claim of right to withdraw his/her bid/proposal within two business days after the conclusion of the bid opening or receipt of proposals procedure, and shall submit original work papers with such notice.

SPECIFICATIONS

17. **QUESTIONS CONCERNING SPECIFICATIONS:** Any information relative to interpretation of specifications and drawings shall be requested of PWCS in writing, in ample time before the opening of bids. No inquiries if received by PWCS on or after the fifth day before the date set for the opening of bids will be given any consideration. Any material interpretation of a specification, as determined by PWCS, will be expressed in the form of an addendum to the specification which will be sent to all prospective bidders no later than 4:30 p.m. local time on the third day before the date set for receipt of bids. Oral answers will not be authoritative.

18. **TESTING AND INSPECTION**: PWCS reserves the right to conduct any test or inspection it may deem advisable to ensure products/services conform to the specification.

19. **USE OF BRAND NAMES**: Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders/Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which PWCS in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, color and suitability for the purpose intended, shall be accepted. The Bidder/Offeror is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable PWCS to determine if the product offered meets the requirements of the solicitation. **ONLY THE INFORMATION FURNISHED WITH THE BID/PROPOSAL WILL BE CONSIDERED IN THE EVALUATION. FAILURE TO FURNISH ADEQUATE DATA FOR EVALUATION PURPOSES MAY RESULT IN DECLARING A BID/PROPOSAL NON-RESPONSIVE.** Unless the Bidder/Offeror clearly indicates in its bid/proposal that the product offered is an "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.

CONTRACT PROVISIONS

20. **ANTI-DISCRIMINATION**: By submitting their bid/proposal, the Bidder/Offeror certifies to PWCS that he/she will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and the Code of Virginia §2.2-4311. In every contract over $10,000 the provisions in 20.1 and 20.2 below apply:

During the performance of this contract, the Contractor agrees as follows:

20.1 The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

20.2 The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

20.3 Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.

20.4 The Contractor will include the provisions of 20.1, 20.2 and 20.3 above in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

21. **ANTI-TRUST**: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to PWCS all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by PWCS under said contract.

22. **APPLICABLE LAWS AND COURTS**: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, including but not limited to the Virginia Public Procurement Act, and any litigation with respect thereto shall be brought in the courts of Prince William County, Virginia, except to the extent that Federal Court is appropriate. The Contractor shall comply with applicable federal, state and local laws and regulations, and be legally authorized to do business in the Commonwealth of Virginia.

23. **ASSIGNMENT OF CONTRACT**: A contract shall not be assignable by the Contractor in whole or in part without the written consent of PWCS.

24. **CHANGES TO THE CONTRACT**: PWCS may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to things such as services to be performed, the method of packing or shipment and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give PWCS a credit for any resulting savings. Additionally, an increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

25. **CONTRACT DOCUMENTS/PURCHASE ORDERS**: The Contract entered into by the parties shall consist of the Invitation For Bid/Request for Proposal, the signed bid/proposal submitted by the Contractor, the Notice of Award or Purchase Order/Contract, these General Terms and Conditions and any Special Terms and Conditions, and the listed specifications and drawings, if any, including all modifications thereof, all of which shall be referred to collectively as the Contract Documents. All time limits stated in the Contract Documents are of the essence of the Contract unless stated otherwise. Orders against contracts will be placed with the Contractor on a Purchase Order or Procurement Card.

26. **COOPERATIVE PURCHASING**: PWCS may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, or the District of Columbia, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. Except for contracts for professional services, a public body may purchase from another public body's contract even if it did not participate in the request for proposal (RFP) or Invitation for Bid (IFB), if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement.

26.1 It is the Contractors responsibility to notify the public body(s) of the availability of the contract.

26.2 Each public body has the option of executing a separate contract with the awardee. Contracts entered into with them may contain general terms and conditions unique to those jurisdictions and political subdivisions covering minority participation, non-discrimination. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.

26.3 PWCS shall not be held liable for any costs or damage incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the awardee.

27. **DRUG-FREE WORKPLACE**: During the performance of this contract, the Contractor agrees as follows:

27.1 Provide a drug-free workplace for the Contractor's employees.

27.2 Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

27.3 State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.

27.4 Include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

28. **GUARANTEES & WARRANTIES**: All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to PWCS before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.

29. **IMMIGRATION REFORM AND CONTROL ACT OF 1986**: By submitting their bid/proposal, Bidders/Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

30. **INDEMNIFICATION**: Contractor shall indemnify, keep and save harmless PWCS, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against PWCS in consequence of the granting of a contract or which may otherwise result therefrom, if the act was caused through negligence, error, omission, or reckless or intentional misconduct (or, in the case of intellectual property rights, by any act done without proper permission) of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against PWCS in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend PWCS as herein provided.

31. **MODIFICATION OF CONTRACT**: PWCS may, upon mutual agreement with the Contractor, issue written modifications to the scope of work/specifications of this contract, and within the general scope thereof, except that no modifications can be made which will result in an increase of the original contract price by a cumulative amount of more than $50,000 or 25%, whichever is greater, without

the advance written approval of the Prince William County School Board. In making any modification, the resulting increase or decrease in cost for the modification shall be determined by one of the following methods as selected by the Supervisor of Purchasing:

The written modification shall stipulate the mutually-agreed price for the specific addition to or deletion from the scope of work/specifications which shall be added to or deducted from the contract amount.

The written modification shall stipulate the number of unit quantities added to or deleted from the contract and multiplied by the unit price which shall be added to or deducted from the contract amount.

The written modification shall direct the Contractor to proceed with the work and to keep, and present in such form as PWCS may direct, a correct account of the cost of the change together with all vouchers therefore. The cost shall include an allowance for overhead and profit to be mutually agreed upon by PWCS and the Contractor.

32. **NON-DISCRIMINATION OF CONTRACTORS**: Any potential Bidder/Offeror, or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations are also protected from discrimination on the basis of religious character as provided below.

    32.1 Faith-based organizations may enter into contracts with PWCS on the same basis as any other nongovernmental source may do so without impairing the religious character of such organization and without diminishing the religious freedom of the beneficiaries of assistance provided under such contracts.

    32.2 PWCS shall not impose conditions on contracts that restrict the religious character of the faith-based organization, except that money paid to the faith-based organization by or on behalf of PWCS will not be spent for religious worship, instruction, or proselytizing.

    32.3 Any faith-based organization awarded a contract by PWCS shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by PWCS.

    32.4 Faith-based organizations retain the right to employ persons of a particular religion to perform work connected with the carrying on by such organization of its activities.

    32.5 If an award of contract is made to a faith-based organization, and an individual who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, PWCS shall offer the individual, within a reasonable period of time after the date of objection, access to equivalent goods, services, or disbursement from an alternative provider.

    32.6 Any faith-based organization that is awarded a contract to provide goods, services, or disbursements to individuals shall also provide to such individuals a notice in bold face type that states: "Neither the public body's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider.

33. **PRICE REDUCTION**: If at any time after the date of the bid/proposal the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will within ten days of any general price reduction notify PWCS of such reduction by letter. FAILURE TO DO SO MAY RESULT IN TERMINATION OF THE CONTRACT FOR CAUSE. Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by PWCS.

34. **SMALL AND MINORITY BUSINESS ENTERPRISES**: It is PWCS intent to undertake every effort to increase opportunity for utilization of small and minority businesses in all aspects of procurement to the maximum extent feasible. In connection with the performance of this contract, the Contractor agrees to use their best effort to carry out this intent and ensure that Small and Minority Businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract. Contractors may rely on oral or written representation by subcontractors regarding their status as small and/or minority business enterprises in lieu of an independent investigation.

35. **TERMINATION FOR CAUSE/DEFAULT**: In case of failure to deliver goods or provide services in accordance with the contract terms and conditions, PWCS, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which PWCS may have. Specifically:

    35.1 If, through any cause, the Contractor fails to fulfill in a timely and proper manner their obligations under the contract, or if the Contractor violates any of the covenants, agreements, or stipulations of the contract, PWCS shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall at the option of PWCS, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

    35.2 Notwithstanding the above, the Contractor shall not be relieved of liability to PWCS for damages sustained by PWCS by virtue of any breach of contract by the Contractor. PWCS may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due to PWCS from the Contractor is determined.

36. **TERMINATION FOR CONVENIENCE**: PWCS reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, whenever the Supervisor of Purchasing determines that such a termination is in the best interest of PWCS. Any such termination shall be effected by delivery to the Contractor, at least ten (10) working days prior to the termination date, a Notice of Termination specifying the extent to which performance shall be terminated and date upon which such termination becomes

effective. After receipt of a notice of termination, the Contractor must stop all work or deliveries under the purchase order/contract on the date and to the extent specified; however, any contract termination notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of termination. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

37. **VIRGINIA FREEDOM OF INFORMATION ACT**: Except as provided herein, all proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Any inspection of procurement transaction records under this provision shall be subject to reasonable restrictions to ensure the security and integrity of the records.

    37.1 Cost estimates relating to a proposed transaction prepared by or for a public body shall not be open to public inspection.

    37.2 Any Bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening/receipt of all bids, but prior to award, except in the event that PWCS decides not to accept any of the bids and to re-solicit. Otherwise, bid records shall be open to public inspection only after award of the contract.

    37.3 Bids and proposal records shall be open to the public only after award.

    37.4 Any offeror who responds to an RFP shall be afforded the opportunity to inspect proposal records upon request within a reasonable time after the evaluation and negotiation of proposals are complete but prior to award, except in the event PWCS decides not to accept any of the proposals and to resolicit.

    37.5 Trade secrets or proprietary information submitted by any bidder, offeror, or Contractor in connection with a procurement transaction or prequalification application shall not be subject to public disclosure under the Virginia Freedom of Information Act if the bidder, offeror, or Contractor invokes the protection of Code of Virginia section 2.2-4342 F. in writing prior to or upon submission of the data or other materials, identifies the data or other materials to be protected, and states the reasons why protection is necessary.

    37.6 Nothing contained in this section shall be construed to require PWCS to furnish a statement of the reason(s) why a particular bid/offer was not deemed to be the most advantageous to PWCS.

DELIVERY/PAYMENT PROVISIONS

38. **POINT OF DESTINATION**: All materials shipped to PWCS must be shipped FOB DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.

39. **INVOICES**: Invoices for goods and/or services ordered, delivered and accepted shall be submitted in duplicate by the Contractor(s) directly to the payment address shown on the purchase order/contract. **All invoices shall reference said purchase order/contract number and shall be in the same legal name of the Contractor as indicated on the Contract**.

40. **LABELING OF HAZARDOUS SUBSTANCES**: If the items or products requested by this solicitation are "Hazardous Substances" as defined by Section 1261 of Title 15 of the United States Code (U.S.C.), then the Bidder/Offeror, by submitting his/her bid/proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the Bidder/Offeror does not violate any of the prohibitions of Title 15 of the U.S.C. or Section 1263.

41. **MATERIAL SAFETY DATA SHEETS**: Material and Safety Data Sheets shall be provided in English, and if available, Spanish within two (2) business days upon request for each chemical and/or compound offered. Failure on the part of the Contractor to submit such data sheets may be cause for declaring the Contractor in default.

42. **PAYMENT TERMS**: Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. However, this shall not affect offers of discounts for payment in less than 30 days.

43. **PAYMENT TO SUBCONTRACTORS**:

    43.1 A Contractor awarded a contract under this solicitation is hereby obligated to:

        43.1.1 Pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from PWCS for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

        43.1.2 Notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason for such.

    43.2 Unless otherwise provided under the terms of the Contract, interest shall accrue at the rate of one percent per month on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from PWCS except for amounts withheld as stated in the paragraph above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. This obligation to pay interest is not an obligation of PWCS, and no contract modification will be made for the purpose of providing reimbursement of the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

    43.3 The provisions of 44.1 through 44.3 apply to each sub-tier contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of PWCS or any participating jurisdiction.

44. **TAX EXEMPTION**: PWCS is exempt from the payment of federal excise or Virginia Sales and Use Tax. The bid/proposal price must be net, exclusive of taxes. When under established trade practice, any federal excise tax is included in the list price, the Bidder/Offeror may quote the list price and shall show separately the amount of federal excise tax, either as a flat sum or as a percentage of the list price, which shall be deducted by PWCS. PWCS Federal Excise Tax Exemption number is 54-6001533. A copy of PWCS Sales and Use Tax Certificate Exemption is posted on the PWCS Web site at http://purchasing.departments.pwcs.edu/.

45. **TRANSPORTATION AND PACKAGING**: By submitting their bids/proposals, all bidders/offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

BIDDER/CONTRACTOR REMEDIES

46. **ACCEPTANCE OF BIDS/OFFERS BINDING 90 DAYS:** Unless otherwise specified in the IFB or RFP, all formal bids/offers submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties. Additionally, PWCS may purchase additional quantities at the original firm fixed delivered unit prices for (90) ninety days after date of award.

47. **AWARD OR REJECTION OF BIDS/OFFERS:** The Supervisor of Purchasing shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of PWCS to accept it. Awards made in response to an RFP will be made to the highest qualified offeror whose proposal is determined in writing to be the most advantageous to PWCS taking into consideration the evaluation factors set forth in the RFP. The Supervisor of Purchasing reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of PWCS. Award may be made to as many bidders/ offerors as deemed necessary to fulfill the anticipated requirements of PWCS. The Supervisor of Purchasing also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.

    In determining the responsibility of a bidder, the following criteria will be considered:

    a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;

    b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;

    c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;

    d. The quality of performance of previous contracts or services;

    e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;

    f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;

    g. The quality, availability and adaptability of the goods or services to the particular use required;

    h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;

    i. The number and scope of the conditions attached to the bid;

    j. Whether the bidder is in arrears to PWCS on debt or contract or is a defaulter on surety to PWCS or whether the bidder's PWC taxes or assessments are delinquent; and

    k. Such other information as may be secured by PWCS Supervisor of Purchasing having a bearing on the decision to award the contract. If an apparent low bidder is not awarded a contract for reasons of nonresponsibility, the PWCS Supervisor of Purchasing shall so notify that bidder and shall have recorded the reasons in the contract file.

48. **CONTRACTUAL DISPUTES**: Any dispute concerning a question of act including claims for money or other relief as a result of a contract with PWCS which is not disposed of by agreement shall be declared by the Supervisor of Purchasing, who shall reduce a decision to writing and mail or otherwise forward a copy thereof to the Contractor within ten (10) days. The decision of the Supervisor of Purchasing shall be final and conclusive unless the Contractor appeals within ten (10) days of receipt of the written decision. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however, as a condition precedent to consideration of the claim, the Contractor must give written notice of the intention to file such a claim at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pending claims shall not delay payment of amounts agreed due in the final payment.

49. **DELIVERY/SERVICE FAILURES**: Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by PWCS, or failure to make replacements or corrections of rejected articles or services when so requested, immediately or as directed by PWCS, shall constitute grounds for PWCS to "Cover" by purchasing in the open market articles or services of comparable grade or quality to replace the services or articles rejected or not delivered. On all such purchases, the Contractor shall reimburse PWCS, within a reasonable time specified by PWCS, for any expense incurred in excess of contract prices, or, in PWCS's sole discretion, PWCS shall deduct the cost of Cover from any amounts due to Contractor. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, PWCS reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by PWCS.

50. **EXHAUSTION OF ADMINISTRATIVE REMEDIES**: No potential Bidder/Offeror or Contractor shall institute any legal action until all administrative remedies available under this solicitation and resulting contract have been exhausted and until all statutory requirements have been met.

51. **PROTEST OF AWARD OR DECISION TO AWARD**: Any Bidder may protest the award or decision to award a contract by submitting a protest in writing to the Bid Protest Officer no later than ten (10) calendar days after public notice of the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten (10) calendar days after posting or publication of the notice of such contract. The written protest shall include the basis for the protest and the relief sought. The Bid Protest Officer shall issue a decision in writing within ten (10) calendar days of the receipt of the protest stating the reasons for the action taken. Any offeror may protest the award or decision to award a contract by submitting a protest in writing to PWCS, or an official designated by PWCS, no later than ten (10) calendar days after the award or the announcement of the decision to award, whichever occurs first.

    51.1 If prior to award it is determined that the decision to award is arbitrary or capricious then the sole relief shall be a finding to that effect. The Supervisor of Purchasing shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by PWCS. Where the award has been made and performance has begun, the Supervisor of Purchasing may declare the contract void upon a finding that this action is in the best interest of PWCS. Where a contract is declared void, the performing Contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.

    51.2 Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this paragraph shall not be affected by the fact that a protest or appeal has been filed.

    51.3 An award need not be delayed for the period allowed a Bidder/Offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

52. **RESPONSIBILITY FOR SUPPLIES TENDERED**: Unless otherwise specified in the solicitation, the Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate

destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, PWCS may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

PRICING SCHEDULE: The Bidder agrees to provide Environmental Abatement services in accordance with the specifications, general and special terms and conditions identified herein at the following firm fixed unit prices. All unit prices shall include all necessary travel, labor, tools, equipment, notifications, materials, permits, profit, and overhead that may be needed to perform such services:

Item #	Description	Unit of Measure	Unit Price
Containment's – Asbestos, Lead, and Mold. Based on Surface Area of Total Project (Price to include decontamination units, air filtration machines, and waste disposal)			
1.	Full containment - 0-15' above floor	SF	$
2.	Full containment – 16'-30' above floor	SF	$
THERMAL STRAIGHT PIPE INSULATION (Price to include waste disposal)			
3.	Asbestos thermal insulation 0 - 6" dia, 0 -500 L.F., 0 -15' above floor	LF	$
4.	Asbestos thermal insulation 0 - 6" dia, >500 K.F., 0 -15' above floor	LF	$
5.	Asbestos thermal insulation 0 - 6" dia, 0 -500 L.F., 16' - 30' above floor	LF	$
6.	Asbestos thermal insulation 0 - 6" dia, >500 L.F., 16' - 30' above floor	LF	$
THERMAL PIPE FITTING INSULATION (One fitting is equivalent to three linear feet of insulation) (Price to include waste disposal)			
7.	Asbestos pipe fittings 0 - 6" dia, 0 - 100 ea. 0 -15' above floor	EA	$
8.	Asbestos pipe fittings 0 - 6" dia, >100 ea. 0 -15' above floor	EA	$
9.	Asbestos pipe fittings 0 - 6" dia, 0 - 100 ea. 16' - 30' above floor	EA	$
10.	Asbestos pipe fittings 0 - 6" dia, >100 ea. 16' - 30' above floor	EA	$
STRAIGHT PIPE AND THERMAL PIPE FITTING FIBERGLASS INSULATION WITH ASBESTOS VAPOR BARRIER/CONSTRUCTION MASTIC (Price to include waste disposal)			
11.	Asbestos mastic on thermal insulation 0 - 6" dia, 0 - 500 L.F., 0 - 15' above floor	LF	$
12.	Asbestos mastic on thermal insulation 0 - 6" dia, >500 L.F, 0 - 15' above floor	LF	$
13.	Asbestos mastic on thermal insulation 0 - 6" dia, 0 - 500 L.F., 16' – 30' above floor	LF	$
14.	Asbestos mastic on thermal insulation 0 - 6" dia, > 500 L.F., 16' – 30' above floor	LF	$
ASBESTOS FLOOR TILE, COVEBASE AND ASSOCIATED MASTIC (Price to include waste disposal)			
15.	Asbestos floor tile and mastic 0 – 5000 S.F.	SF	$
16.	Asbestos floor tile and mastic > 5,000 S.F.	SF	$
17.	Two layers of floor tile and mastic 0 – 5000 S.F.	SF	$
18.	Two layers of floor tile and mastic > 5,000 S.F.	SF	$
19.	Three layers of floor tile and mastic 0 – 5000 S.F.	SF	$
20.	Three layers of floor tile and mastic > 5,000 S.F.	SF	$
21.	Carpet, asbestos floor tile and mastic 0 – 5000 S.F.	SF	$
22.	Carpet, asbestos floor tile and mastic > 5,000 S.F.	SF	$
23.	Two layers of floor tile, 3/4" plywood underlayment and mastic 0 – 5000 S.F.	SF	$

Item #	Description	Unit of Measure	Unit Price
24.	Two layers of floor tile, 3/4" plywood underlayment and mastic > 5,000 S.F.	SF	$
REMOVAL OF ASBESTOS PIPE DEBRIS AND CONTAMINATED EARTH (Price to include waste disposal)			
25.	Removal of dry earth and debris 0 - 2500 S.F., per inch of soil	SF	$
26.	Removal of dry earth and debris >2500 S.F., per inch of soil	SF	$
27.	Removal of wet earth and debris 0 - 2500 S.F., per inch of soil	SF	$
28.	Removal of wet earth and debris >2500 S.F., per inch of soil	SF	$
29.	Removal of mud earth and debris 0 - 2500 S.F., per inch of soil	SF	$
30.	Removal of mud earth and debris >2500 S.F., per inch of soil	SF	$
HVAC DUCT INSULATION WITH ASBESTOS VAPOR BARRIER/CONSTRUCTION MASTIC (Price to include waste disposal)			
31.	Asbestos mastic on HVAC duct 0 - 30", 0 – 15' above floor 0 – 15", 0 - 500 L.F.	LF	$
32.	Asbestos mastic on HVAC duct 0 - 30", 0 – 15' above floor, > 500 L.F.	LF	$
33.	Asbestos mastic on HVAC duct 0 - 30", 16' - 30' above floor, 0 - 500 L.F.	LF	$
34.	Asbestos mastic on HVAC duct 0 - 30", 16' - 30' above floor, > 500 L.F.	LF	$
ASBESTOS SPRY-ON FIRE PROFFING (All spray-on is fibrous) (Price to include waste disposal)			
35.	Asbestos spay-on fire proofing. 0 – 15' above floor, 0 - 500 S.F	SF	$
36.	Asbestos spay-on fire proofing > 500 S.F. 0 – 15' above floor, > 500 L.F.	SF	$
37.	Asbestos spay-on fire proofing 16' – 30' above floor, 0 - 500 S.F	SF	$
38.	Asbestos spay-on fire proofing > 500 S.F. 16' – 30' above floor, > 500 L.F.	SF	$
ASBESTOS TRANSITE PIPE (Pipe will be exposed by other) (Price to include waste disposal)			
39.	Asbestos transite pipe 0 – 500 L.F.	LF	$
40.	Asbestos transite pipe > 500 L.F.	LF	$
ASBESTOS TRANSITE DUCT (Price to include waste disposal)			
41.	Asbestos transite duct 0 – 500 L.F.	LF	$
42.	Asbestos transite duct > 500 L.F.	LF	$
ASBESTOS TRANSITE BOARD (Price to include waste disposal)			
43.	Asbestos transite board 0 – 15' above floor, 0 – 500 S.F.	SF	$
44.	Asbestos transite board 0– 15' above floor, >500 S.F.	SF	$
DRYWALL WALL WITH ASBESTOS JOINT COMPOUND (Price to include waste disposal)			
45.	Asbestos drywall with joint compound 0 -15' above floor, 0 -1000 S.F.	SF	$
46.	Asbestos drywall with joint compound 0 -15' above floor, >1000 S.F.	SF	$
ASBESTOS PLASTER WALLS AND CEILINGS (Price to include waste disposal)			

Item #	Description	Unit of Measure	Unit Price
47.	Asbestos walls and ceilings 0 – 15' above floor, 0 -1000 S.F.	SF	$
48.	Asbestos walls and ceilings 0 – 15' above floor, >1000 S.F.	SF	$
BLACKBOARD AND ASBESTOS MASTIC (Price to include waste disposal)			
49.	Small tack or blackboard and mastic, up to 4' x 8'	EA	$
50.	Large tack or blackboard and mastic, up to 4' x 16'	EA	$
GLUED CEILING PANEL WITH ASBESTOS GLUE (Price to include waste disposal)			
51.	Glued ceiling panel 0 -15' above floor, 0 – 1,000 S.F.	SF	$
52.	Glued ceiling panel > 1,000 S.F. , 0 -15' above floor, >1000 S.F.	SF	$
53.	Glued ceiling panel 16' – 30' above floor, 0 – 1,000 S.F.	SF	$
54.	Glued ceiling panel 16' – 30' above floor, >1000 S.F.	SF	$
CHASE PENETRATIONS AND WALL DEMOLITION UNDER CONTAINMENT (Price to include waste disposal)			
55.	CMU penetration/wall demolition, non-load barring, 0 – 500 S.F.	SF	$
56.	CMU penetration/wall demolition, non-load barring, >500 S.F.	SF	$
ACM ROOFING, MASTIC (Price to include waste disposal)			
57.	Field, Mastic, flashing, 0 - 5000 S.F.	SF	$
58.	Field, Mastic, flashing, > 5,000 S.F.	SF	$
DUMPSTER/WASTE			
59.	Construction debris dumpster, roll-off, 30 cubic yard, per month	MTH	$
60.	Construction debris dumpster, cubic yard	CY	$
61	Lead waste (hazardous waste) cubic yard	CY	$
62.	Lead waste, (hazardous waste) per 55 gallon drum	DRUM	$
ASBESTOS LABOR			
63.	Supervisor – regular rate	HOUR	$
64.	Supervisor – overtime rate	HOUR	$
65.	Worker – regular rate	HOUR	$
66.	Worker - overtime rate	HOUR	$
LEVEL 1 LEAD LABOR – MANUAL METHOD			
67.	Supervisor – regular rate	HOUR	$
68.	Supervisor – overtime rate	HOUR	$
69.	Asbestos worker – regular rate	HOUR	$
70.	Asbestos worker – overtime rate	HOUR	$

Item #	Description	Unit of Measure	Unit Price
LEVEL 1 LEAD LABOR – CHEMICAL METHODS/HEAT			
71.	Supervisor – regular rate	HOUR	$
72.	Supervisor – overtime rate	HOUR	$
73.	Asbestos worker – regular rate	HOUR	$
74.	Asbestos worker - overtime rate	HOUR	$
LEVEL 2 LEAD LABOR (Manual methods, 0 – 15') (Includes waste if Non-hazardous)			
75.	Chemical stripping of lead-containing door frames with multiple layers of paint	EA	$
76.	Stripping or scrapping lead-containing surfaces with multiple layers paint, 0 – 250 S.F.	SF	$
77.	Stripping or scrapping lead-containing surfaces with multiple layers paint, >250 S.F.	SF	$
78.	Removal of ceramic wall tile and/or CMU block with lead-containing glazing with thing-set mortar adhesive, 0 – 100 S.F.	SF	$
79.	Removal of ceramic wall tile and/or CMU block with lead-containing glazing with thing-set mortar adhesive, >100 S.F.	SF	$
LEVEL 3 LEAD LABOR (Manual Methods)			
80.	Supervisor – regular rate	HOUR	$
81.	Supervisor – overtime rate	HOUR	$
82.	Worker – regular rate	HOUR	$
83.	Worker – overtime rate	HOUR	$
DEMOLITION (includes dump fee, and Demolition permits.)			
84.	Non-asbestos lay-in ceiling panels and grid 0 –5000 S.F. 0 – 15' above floor	SF	$
85.	Non-asbestos lay-in ceiling panels and grid > 5,000 S.F. 0 – 15' above floor	SF	$
86.	Non-asbestos lay-in ceiling panels and grid 0 –5000 S.F. 16' – 30' above floor	SF	$
87.	Non-asbestos lay-in ceiling panels and grid > 5,000 S.F. 16' – 30' above floor	SF	$
88.	Non-asbestos lay-in ceiling panels, grid and drop-in Lamps 0 –5000 S.F. 0 – 15' above floor	SF	$
89.	Non-asbestos lay-in ceiling panels, grid and drop-in Lamps > 5,000 S.F. 0 – 15' above floor	SF	$
90.	Non-asbestos lay-in ceiling panels, grid and drop-in Lamps 0 –5000 S.F. 16 – 30' above floor	SF	$
91.	Non-asbestos lay-in ceiling panels, grid and drop-in Lamps > 5,000 S.F. 16 – 30' above floor	SF	$
92.	Floor tile, cove base and associated mastic 0 – 5000 S.F.	SF	$
93.	Floor tile, cove base and associated mastic > 5,000 S.F.	SF	$
94.	Carpet, cove base and associated mastic 0 – 5000 S.F.	SF	$
95.	Carpet, cove base and associated mastic > 5,000 S.F.	SF	$
96.	Interior wall/window, drywall with wood framing, 0 –300 S.F. 0 – 15' above floor	SF	$
97.	Interior wall/window, drywall with wood framing, >300 S.F. 0 – 15' above floor	SF	$
98.	Interior wall/window, CMU, 0 – 300 S.F. 0 – 15' above floor	SF	$

Item #	Description	Unit of Measure	Unit Price
99.	Interior wall/window, CMU, >300 S.F. 0 – 15' above floor	SF	$
100.	Small tack or backboard and mastic, up to 4' x 8'	EA	$
101.	Large tack or blackboard and mastic, up to 4' x 16'	EA	$
DEMOLITION LABOR (Manual Methods)			
102.	Supervisor – regular rate	HOUR	$
103.	Supervisor – overtime rate	HOUR	$
104.	Worker – regular rate	HOUR	$
105.	Worker – overtime rate	HOUR	$
MOLD ABATEMENT (includes dump fee, and Demolition permits.)			
Drywall Removal			
106.	0-100	SF	$
107.	> 100	SF	$
Ceiling Tile Removal			
108.	0-100	SF	$
109.	> 100	SF	$
Wall Board Removal			
110.	Small tack or blackboard and mastic, up to 4' x 8'	EA	$
111.	Large tack or blackboard and mastic, up to 4' x 16'	EA	$
Carpet and Pad Removal			
112.	0-100	SF	$
113.	> 100	SF	$
Fiberglass Duct and Pipe Insulation Removal			
114.	0-100 S.F.	SF	$
115.	101 – 1,000 S.F.	SF	$
116.	> 1,000 S.F.	SF	$
Mold Abatement (Manual Methods)			
117.	Supervisor – regular rate	HOUR	$
117.	Supervisor – overtime rate	HOUR	$
119.	Worker – regular rate	HOUR	$
120.	Worker – overtime rate	HOUR	$

Certificate of Compliance: Bidder has read and understands the certificate of compliance clause and will provide a fully completed certificate (Attachment B) prior to award. This will be a factor in making an award.
Yes: ☐ No: ☐ If No, Explain:

Payment Terms:	

Contact:

Answering machines are unacceptable as a point of contact. Bidders shall indicate a contact person and telephone number for normal working hours. For emergency calls, nights and weekends, the Bidder shall list a contact person and telephone number or have a voice mail paging system or answering service. Bidders using a voice mail system or answering service shall be required to initiate a call back to sender within 20 minutes.

Circle one: Voice Mail Paging System Answering Service

Contact Person (Normal Hours): _____ **Telephone Number:** _____

Normal Working Hours: _____

Contact Person (Emergency Hours): _____ **Telephone Number:** _____

STATE CORPORATION COMMISSION (SCC) IDENTIFICATION NUMBER

Under paragraph 7.2 of the Special Terms and Conditions, the Bidder agrees, if this bid is accepted by PWCS, for such services and/or items, that the Bidder has met the requirements of the Virginia Public Procurement Act (VPPA) § 2.2-4311.2. Any falsification or misrepresentation contained in the statement submitted by Bidder pursuant to Title 13.1 or Title 50 may be cause for debarment by PWCS.

Bidders shall complete the following by checking the appropriate line that applies and provide the required information. Bidders failing to provide the required information indicated below will have their bid declared non-responsive:

1. ___ Bidder is a Virginia business entity organized and authorized to transact business in the Commonwealth of Virginia by the State Corporation Commission (SCC). The Bidder's current valid identification number issued by the SCC is _____. ***(The SCC number is NOT your federal tax identification number)***. **–OR-**

2. ___ Bidder is a sole proprietor and no SCC number is required. **-OR-**

3. ___ Bidder is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business, any employees, agents, offices, facilities, or inventories in Virginia. This does not account for any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts. It also, does not account for any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from the Bidder's out-of-state location. **Bidder shall include with this bid documentation from their legal counsel which accurately and completely states why the Bidder is not required to be so authorized within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. -OR-**

4. ___ Bidder currently has pending before the SCC **an application that was submitted prior to the due date and time of this solicitation** for authority to transact business in the Commonwealth of Virginia and seeks consideration for a waiver to allow the submission of the SCC identification number after the due date for proposals (***PWCS reserves the right to determine in its sole discretion whether to allow such waiver.***)

HYPOTHETICAL SCENARIOS: Amounts shall be taken from the firm fixed unit prices/rates indicated above. These hypothetical scenarios shall be used as the basis of evaluation purposes only. **Bidders shall fill in all line items below**:

HYPOTHETICAL SCENARIO # 1 (Small Project)				
Description	**Quantity**	**Unit of Measure**	**Unit Price**	**Total Amount**
Full containment, 0-15' above floor	2000	SF	$	$
Asbestos thermal insulation 0-6"dia, 0-15' above floor	60	LF	$	$
Asbestos mastic on HVAC duct 0-30", 0-15' above floor	50	LF	$	$
Asbestos drywall with joint compound, 0-1000', 0-15' above floor	200	SF	$	$
Asbestos Supervisor – regular rate	5	HOUR	$	$
Asbestos Worker - regular rate	50	HOUR	$	$
TOTAL AMOUNT – HYPOTHETICAL SCENARIO #1				$

HYPOTHETICAL SCENARIO #2 (Medium Project)				
Description	**Quantity**	**Unit of Measure**	**Unit Price**	**Total Amount**
Full containment, 0-15' above floor	10000	SF	$	$
Asbestos thermal insulation 0-6" dia, 0-15' above floor	25	LF	$	$
Asbestos pipe fittings 0-6" dia, 0-15' above floor	25	EA	$	$
Carpet, Asbestos floor tile and mastic > 5,000 S.F.	8800	SF	$	$
Remove two layers of floor tile, 3/4" plywood underlayment and mastic > 5,000 S.F.	5600	SF	$	$
Asbestos transite board, 0-500 S.F., 0-15' above floor	1200	SF	$	$
Asbestos drywall with joint compound > 1000 S.F., 0-15' above floor	20000	SF	$	$
Field, Mastic, flashing, > 5,000 S.F.	3500	SF	$	$
Construction debris dumpster, roll-off, 30 cubic yard	4	MTH	$	$
Asbestos Supervisor – regular rate	20	HOUR	$	$
Asbestos Supervisor – overtime rate	10	HOUR	$	$
Asbestos Worker - regular rate	30	HOUR	$	$
Asbestos Worker - overtime rate	20	HOUR	$	$
Level Three Lead Supervisor – regular rate	4	HOUR	$	$
Level Three Lead Worker – regular rate	18	HOUR	$	$

HYPOTHETICAL SCENARIO #2 (Medium Project)				
Description	**Quantity**	**Unit of Measure**	**Unit Price**	**Total Amount**
Removal of Ceramic wall tile and/or CMU block with lead-containing glazing with thin-set mortar adhesive, 0-100 S.F.	1500	SF	$	$
Demolition, non-asbestos lay-in ceiling panels and grid > 5,000 S.F., 0-15' above floor	5600	SF	$	$
Demolition, carpet, cove base and associated mastic, 0-5000 S.F.	8600	SF	$	$
Demolition, interior wall/window, drywall with wood framing, 0-300 S.F., 0-15' above floor	200	SF	$	$
Demolition Supervisor – regular rate	80	HOUR	$	$
Demolition Worker – regular rate	650	HOUR	$	$
TOTAL AMOUNT - HYPOTHETICAL SCENARIO #2				$

HYPOTHETICAL SCENARIO #3 (Large Project)				
Description	**Quantity**	**Unit of Measure**	**Unit Price**	**Total Amount**
Full containment, 0-15' above floor	165,000	SF	$	$
Asbestos thermal insulation 0-6"dia, 0-15' above floor	100	LF	$	$
Asbestos pipe fittings 0-6"dia, 0-15' above floor	25	EA	$	$
Wall boards removal, Large tack or blackboard and mastic, up to 4' x 16'	60	EA	$	$
CMU penetration/wall demolition, non-load barring	900	SF	$	$
Carpet, cove base and associated mastic	750	SF	$	$
Asbestos Floor tile and mastic	30,000	SF	$	$
Asbestos drywall with joint compound 0-15' above floor	1500	SF	$	$
Asbestos mastic on HVAC duct 0-30", 0-15' above floor	500	LF	$	$
Asbestos Supervisor – regular rate	20	HOUR	$	$
Asbestos Worker - regular rate	100	HOUR	$	$
Lead waste, (Hazardous Waste)	25	CY	$	$
Lead waste, (Hazardous Waste) per 55 gallon drum	1	DRUM	$	$
Level One Lead Supervisor – regular rate	2	HOUR	$	$
Level One Lead Supervisor – overtime rate	4	HOUR	$	$
Level One Lead Asbestos Worker – regular rate	16	HOUR	$	$

HYPOTHETICAL SCENARIO #3 (Large Project)				
Description	**Quantity**	**Unit of Measure**	**Unit Price**	**Total Amount**
Level One Lead Asbestos Worker – overtime rate	40	HOUR	$	$
Removal of Ceramic wall tile and/or CMU block with lead-contain glazing with thin-set mortar adhesive	750	SF	$	$
Demolition, Non-asbestos lay-in ceiling panels and grid.	7500	SF	$	$
Mold Abatement Supervisor – regular rate	16	HOUR	$	$
Mold Abatement Worker – regular rate	40	HOUR	$	$
TOTAL AMOUNT - HYPOTHETICAL SCENARIO #3				$

TOTAL AMOUNT – HYPOTHETICAL SCENARIO #1	$
TOTAL AMOUNT – HYPOTHETICAL SCENARIO #2	$
TOTAL AMOUNT – HYPOTHETICAL SCENARIO #3	$
GRAND TOTAL AMOUNT – HYPOTHETICAL SCENARION #1, #2, and #3	$

In order for your bid to be declared responsive, the following bid submittals must be included in your bid package:

Bid Submittals:

- Signed IFB Cover Page
- Mandatory Contractor Qualifications – Section 5
- Fully Completed Pricing Schedule (pages 49 through 54)
- Fully Completed Hypothetical Scenarios (pages 55 - 57)
- Contractor Data Sheet (Attachment A)
- Certificate of Compliance (Attachment B)
- Vendor Information Form (Attachment C)

ATTACHMENT A

SOLICITATION # R-DJ-21001
CONTRACTOR DATA SHEET

1. QUALIFICATION OF BIDDER: The Bidder shall have the capability and the capacity in all respects to fully satisfy all the contractual requirements.

2. YEARS IN BUSINESS: Indicate the length of time the Bidder has been in business providing the goods/services in this solicitation:_____ Years _____ Months.

3. REFERENCES: Bidders shall provide a listing of at least five (5) references for which the company has provided specified goods/services of the same or greater scope within the last three (3) years. **PWCS cannot be a reference.**

1.	Customer Name:	Contact Name:	Contact Title:
Address:_____			Phone No.
_____			Fax No.
Email Address:_____			

2.	Customer Name:	Contact Name:	Contact Title:
Address:_____			Phone No.
_____			Fax No.
Email Address:_____			

3.	Customer Name:	Contact Name:	Contact Title:
Address:_____			Phone No.
_____			Fax No.
Email Address:_____			

4.	Customer Name:	Contact Name:	Contact Title:
Address:_____			Phone No.
_____			Fax No.
Email Address:_____			

5.	Customer Name:	Contact Name:	Contact Title:
Address:_____			Phone No.
_____			Fax No.
Email Address			

ATTACHMENT B

Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education®

CERTIFICATE OF COMPLIANCE

Code of Virginia §22.1-296.1

As a condition of contract award, Contractor/Vendor providing contracted services requiring direct contact with students on school property during regular school hours or school-sponsored activities/programs shall execute this document certifying that neither the Contractor nor any employee of the Contractor has been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child. This certification shall be binding upon the Contractor and their employees providing services throughout the term of the contract or purchase order, including any extensions or renewals.

Contractor/Vendor acknowledges that, pursuant to the *Code of Virginia* §22.1-296.1 (A), any person making a materially false statement on this certification, shall be guilty of a Class 1 misdemeanor, and upon conviction, the fact of such conviction shall be grounds for revocation of the contract or purchase order.

_____	R-DJ-21001
Company Name	Solicitation #
_____	_____
Company Address	Company Phone Number
_____	_____
Print Name of Authorized Representative	Authorized Representative Title
_____	_____
Authorized Representative Signature	Date

03/28/12

ATTACHMENT C

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

Purchasing Office

VENDOR INFORMATION FORM

The following vendor information is required with all IFB/RFP responses along with a completed and signed W-9 form:

Ordering Address:

Legal Business Name: _____

D/B/A: _____

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

Email Address: _____

Tax ID#: _____ SCC# : _____

Remittance Address: Check box if same as above ☐

Legal Business Name: _____

Address: _____

City, State, Zip: _____

Contact Information:

Name: _____

Title: _____

Phone: _____ Fax: _____

E-mail Address: _____

Attention Vendors: **Visit the PWCS Purchasing Office Website at http://purchasing.departments.pwcs.edu to:**

- **Register on-line, click on "Vendor Registration"**
- **Obtain a W-9 form and instructions**

November 2011

EXHIBIT C PRICING SCHEDULE: The Bidder agrees to provide Environmental Abatement services in accordance with the specifications, general and special terms and conditions identified herein at the following firm fixed unit prices. All unit prices shall include all necessary travel, labor, tools, equipment, notifications, materials, permits, profit, and overhead that may be needed to perform such services:

Item #	Description	Unit of Measure	Unit Price
Containment's – Asbestos, Lead, and Mold. Based on Surface Area of Total Project (Price to include decontamination units, air filtration machines, and waste disposal)			
1.	Full containment - 0-15' above floor	SF	$ 1.18
2.	Full containment – 16'-30' above floor	SF	$ 1.77
THERMAL STRAIGHT PIPE INSULATION (Price to include waste disposal)			
3.	Asbestos thermal insulation 0 - 6" dia, 0 -500 L.F., 0 -15' above floor	LF	$ 3.75
4.	Asbestos thermal insulation 0 - 6" dia, >500 K.F., 0 -15' above floor	LF	$ 5.60
5.	Asbestos thermal insulation 0 - 6" dia, 0 -500 L.F., 16' - 30' above floor	LF	$ 8.75
6.	Asbestos thermal insulation 0 - 6" dia, >500 L.F., 16' - 30' above floor	LF	$ 12.65
THERMAL PIPE FITTING INSULATION (One fitting is equivalent to three linear feet of insulation) (Price to include waste disposal)			
7.	Asbestos pipe fittings 0 - 6" dia, 0 - 100 ea. 0 -15' above floor	EA	$ 4.29
8.	Asbestos pipe fittings 0 - 6" dia, >100 ea. 0 -15' above floor	EA	$ 6.64
9.	Asbestos pipe fittings 0 - 6" dia, 0 - 100 ea. 16' - 30' above floor	EA	$ 9.85
10.	Asbestos pipe fittings 0 - 6" dia, >100 ea. 16' - 30' above floor	EA	$ 13.50
STRAIGHT PIPE AND THERMAL PIPE FITTING FIBERGLASS INSULATION WITH ASBESTOS VAPOR BARRIER/CONSTRUCTION MASTIC (Price to include waste disposal)			
11.	Asbestos mastic on thermal insulation 0 - 6" dia, 0 - 500 L.F., 0 - 15' above floor	LF	$ 5.91
12.	Asbestos mastic on thermal insulation 0 - 6" dia, >500 L.F, 0 - 15' above floor	LF	$ 5.54
13.	Asbestos mastic on thermal insulation 0 - 6" dia, 0 - 500 L.F., 16' – 30' above floor	LF	$ 7.64
14.	Asbestos mastic on thermal insulation 0 - 6" dia, > 500 L.F., 16' – 30' above floor	LF	$ 6.91
ASBESTOS FLOOR TILE, COVEBASE AND ASSOCIATED MASTIC (Price to include waste disposal)			
15.	Asbestos floor tile and mastic 0 – 5000 S.F.	SF	$ 3.50
16.	Asbestos floor tile and mastic > 5,000 S.F.	SF	$ 2.75
17.	Two layers of floor tile and mastic 0 – 5000 S.F.	SF	$ 6.26
18.	Two layers of floor tile and mastic > 5,000 S.F.	SF	$ 5.91
19.	Three layers of floor tile and mastic 0 – 5000 S.F.	SF	$ 7.64
20.	Three layers of floor tile and mastic > 5,000 S.F.	SF	$ 7.36
21.	Carpet, asbestos floor tile and mastic 0 – 5000 S.F.	SF	$ 3.50
22.	Carpet, asbestos floor tile and mastic > 5,000 S.F.	SF	$ 2.75
23.	Two layers of floor tile, 3/4" plywood underlayment and mastic 0 – 5000 S.F.	SF	$ 4.36

Item #	Description	Unit of Measure	Unit Price
24.	Two layers of floor tile, 3/4" plywood underlayment and mastic > 5,000 S.F.	SF	$ 2.75
REMOVAL OF ASBESTOS PIPE DEBRIS AND CONTAMINATED EARTH (Price to include waste disposal)			
25.	Removal of dry earth and debris 0 - 2500 S.F., per inch of soil	SF	$ 4.45
26.	Removal of dry earth and debris >2500 S.F., per inch of soil	SF	$ 3.82
27.	Removal of wet earth and debris 0 - 2500 S.F., per inch of soil	SF	$ 5.25
28.	Removal of wet earth and debris >2500 S.F., per inch of soil	SF	$ 4.45
29.	Removal of mud earth and debris 0 - 2500 S.F., per inch of soil	SF	$ 6.20
30.	Removal of mud earth and debris >2500 S.F., per inch of soil	SF	$ 5.54
HVAC DUCT INSULATION WITH ASBESTOS VAPOR BARRIER/CONSTRUCTION MASTIC (Price to include waste disposal)			
31.	Asbestos mastic on HVAC duct 0 - 30", 0 – 15' above floor 0 – 15", 0 - 500 L.F.	LF	$ 2.94
32.	Asbestos mastic on HVAC duct 0 - 30", 0 – 15' above floor, > 500 L.F.	LF	$ 4.25
33.	Asbestos mastic on HVAC duct 0 - 30", 16' - 30' above floor, 0 - 500 L.F.	LF	$ 6.24
34.	Asbestos mastic on HVAC duct 0 - 30", 16' - 30' above floor, > 500 L.F.	LF	$ 5.64
ASBESTOS SPRY-ON FIRE PROFFING (All spray-on is fibrous) (Price to include waste disposal)			
35.	Asbestos spay-on fire proofing. 0 – 15' above floor, 0 - 500 S.F	SF	$ 13.26
36.	Asbestos spay-on fire proofing > 500 S.F. 0 – 15' above floor, > 500 L.F.	SF	$ 12.81
37.	Asbestos spay-on fire proofing 16' – 30' above floor, 0 - 500 S.F	SF	$ 15.26
38.	Asbestos spay-on fire proofing > 500 S.F. 16' – 30' above floor, > 500 L.F.	SF	$ 14.81
ASBESTOS TRANSITE PIPE (Pipe will be exposed by other) (Price to include waste disposal)			
39.	Asbestos transite pipe 0 – 500 L.F.	LF	$ 79.75
40.	Asbestos transite pipe > 500 L.F.	LF	$ 75.50
ASBESTOS TRANSITE DUCT (Price to include waste disposal)			
41.	Asbestos transite duct 0 – 500 L.F.	LF	$ 79.75
42.	Asbestos transite duct > 500 L.F.	LF	$ 75.50
ASBESTOS TRANSITE BOARD (Price to include waste disposal)			
43.	Asbestos transite board 0 – 15' above floor, 0 – 500 S.F.	SF	$ 2.50
44.	Asbestos transite board 0– 15' above floor, >500 S.F.	SF	$ 3.50
DRYWALL WALL WITH ASBESTOS JOINT COMPOUND (Price to include waste disposal)			
45.	Asbestos drywall with joint compound 0 -15' above floor, 0 -1000 S.F.	SF	$ 4.00
46.	Asbestos drywall with joint compound 0 -15' above floor, >1000 S.F.	SF	$ 2.00
ASBESTOS PLASTER WALLS AND CEILINGS (Price to include waste disposal)			

Item #	Description	Unit of Measure	Unit Price
47.	Asbestos walls and ceilings 0 – 15' above floor, 0 -1000 S.F.	SF	$ 9.00
48.	Asbestos walls and ceilings 0 – 15' above floor, >1000 S.F.	SF	$ 8.25
BLACKBOARD AND ASBESTOS MASTIC (Price to include waste disposal)			
49.	Small tack or blackboard and mastic, up to 4' x 8'	EA	$ 4.25
50.	Large tack or blackboard and mastic, up to 4' x 16'	EA	$ 2.50
GLUED CEILING PANEL WITH ASBESTOS GLUE (Price to include waste disposal)			
51.	Glued ceiling panel 0 -15' above floor, 0 – 1,000 S.F.	SF	$ 6.25
52.	Glued ceiling panel > 1,000 S.F. , 0 -15' above floor, >1000 S.F.	SF	$ 5.25
53.	Glued ceiling panel 16' – 30' above floor, 0 – 1,000 S.F.	SF	$ 8.25
54.	Glued ceiling panel 16' – 30' above floor, >1000 S.F.	SF	$ 7.25
CHASE PENETRATIONS AND WALL DEMOLITION UNDER CONTAINMENT (Price to include waste disposal)			
55.	CMU penetration/wall demolition, non-load barring, 0 – 500 S.F.	SF	$ 7.79
56.	CMU penetration/wall demolition, non-load barring, >500 S.F.	SF	$ 6.25
ACM ROOFING, MASTIC (Price to include waste disposal)			
57.	Field, Mastic, flashing, 0 - 5000 S.F.	SF	$ 1.50
58.	Field, Mastic, flashing, > 5,000 S.F.	SF	$ 2.50
DUMPSTER/WASTE			
59.	Construction debris dumpster, roll-off, 30 cubic yard, per month	MTH	$ 75.00
60.	Construction debris dumpster, cubic yard	CY	$ 45.00
61	Lead waste (hazardous waste) cubic yard	CY	$ 250.00
62.	Lead waste, (hazardous waste) per 55 gallon drum	DRUM	$ 650.00
ASBESTOS LABOR			
63.	Supervisor – regular rate	HOUR	$ 50.99
64.	Supervisor – overtime rate	HOUR	$ 73.93
65.	Worker – regular rate	HOUR	$ 36.95
66.	Worker - overtime rate	HOUR	$ 53.58
LEVEL 1 LEAD LABOR – MANUAL METHOD			
67.	Supervisor – regular rate	HOUR	$ 50.99
68.	Supervisor – overtime rate	HOUR	$ 73.93
69.	Asbestos worker – regular rate	HOUR	$ 36.95
70.	Asbestos worker – overtime rate	HOUR	$ 53.58

Item #	Description	Unit of Measure	Unit Price
LEVEL 1 LEAD LABOR – CHEMICAL METHODS/HEAT			
71.	Supervisor – regular rate	HOUR	$ 50.99
72.	Supervisor – overtime rate	HOUR	$ 73.93
73.	Asbestos worker – regular rate	HOUR	$ 36.95
74.	Asbestos worker - overtime rate	HOUR	$ 53.58
LEVEL 2 LEAD LABOR (Manual methods, 0 – 15') (Includes waste if Non-hazardous)			
75.	Chemical stripping of lead-containing door frames with multiple layers of paint	EA	$ 650.00
76.	Stripping or scrapping lead-containing surfaces with multiple layers paint, 0 – 250 S.F.	SF	$ 15.00
77.	Stripping or scrapping lead-containing surfaces with multiple layers paint, >250 S.F.	SF	$ 14.00
78.	Removal of ceramic wall tile and/or CMU block with lead-containing glazing with thing-set mortar adhesive, 0 – 100 S.F.	SF	$ 17.89
79.	Removal of ceramic wall tile and/or CMU block with lead-containing glazing with thing-set mortar adhesive, >100 S.F.	SF	$ 9.00
LEVEL 3 LEAD LABOR (Manual Methods)			
80.	Supervisor – regular rate	HOUR	$ 45.00
81.	Supervisor – overtime rate	HOUR	$ 67.50
82.	Worker – regular rate	HOUR	$ 34.00
83.	Worker – overtime rate	HOUR	$ 51.00
DEMOLITION (includes dump fee, and Demolition permits.)			
84.	Non-asbestos lay-in ceiling panels and grid 0 –5000 S.F. 0 – 15' above floor	SF	$ 2.00
85.	Non-asbestos lay-in ceiling panels and grid > 5,000 S.F. 0 – 15' above floor	SF	$ 1.00
86.	Non-asbestos lay-in ceiling panels and grid 0 –5000 S.F. 16' – 30' above floor	SF	$ 6.25
87.	Non-asbestos lay-in ceiling panels and grid > 5,000 S.F. 16' – 30' above floor	SF	$ 5.50
88.	Non-asbestos lay-in ceiling panels, grid and drop-in Lamps 0 –5000 S.F. 0 – 15' above floor	SF	$ 3.25
89.	Non-asbestos lay-in ceiling panels, grid and drop-in Lamps > 5,000 S.F. 0 – 15' above floor	SF	$ 2.50
90.	Non-asbestos lay-in ceiling panels, grid and drop-in Lamps 0 –5000 S.F. 16 – 30' above floor	SF	$ 4.29
91.	Non-asbestos lay-in ceiling panels, grid and drop-in Lamps > 5,000 S.F. 16 – 30' above floor	SF	$ 3.50
92.	Floor tile, cove base and associated mastic 0 – 5000 S.F.	SF	$ 4.00
93.	Floor tile, cove base and associated mastic > 5,000 S.F.	SF	$ 3.50
94.	Carpet, cove base and associated mastic 0 – 5000 S.F.	SF	$ 1.25
95.	Carpet, cove base and associated mastic > 5,000 S.F.	SF	$ .75
96.	Interior wall/window, drywall with wood framing, 0 –300 S.F. 0 – 15' above floor	SF	$ 2.75
97.	Interior wall/window, drywall with wood framing, >300 S.F. 0 – 15' above floor	SF	$ 2.00
98.	Interior wall/window, CMU, 0 – 300 S.F. 0 – 15' above floor	SF	$ 7.00

Item #	Description	Unit of Measure	Unit Price
99.	Interior wall/window, CMU, >300 S.F. 0 – 15' above floor	SF	$ 7.26
100.	Small tack or backboard and mastic, up to 4' x 8'	EA	$ 150.00
101.	Large tack or blackboard and mastic, up to 4' x 16'	EA	$ 250.00
DEMOLITION LABOR (Manual Methods)			
102.	Supervisor – regular rate	HOUR	$ 45.00
103.	Supervisor – overtime rate	HOUR	$ 67.50
104.	Worker – regular rate	HOUR	$ 34.00
105.	Worker – overtime rate	HOUR	$ 51.00
MOLD ABATEMENT (includes dump fee, and Demolition permits.)			
Drywall Removal			
106.	0-100	SF	$ 6.10
107.	> 100	SF	$ 5.25
Ceiling Tile Removal			
108.	0-100	SF	$ 4.25
109.	> 100	SF	$ 3.25
Wall Board Removal			
110.	Small tack or blackboard and mastic, up to 4' x 8'	EA	$ 200.00
111.	Large tack or blackboard and mastic, up to 4' x 16'	EA	$ 300.00
Carpet and Pad Removal			
112.	0-100	SF	$ 1.50
113.	> 100	SF	$ 1.25
Fiberglass Duct and Pipe Insulation Removal			
114.	0-100 S.F.	SF	$ 4.10
115.	101 – 1,000 S.F.	SF	$ 3.30
116.	> 1,000 S.F.	SF	$ 3.10
Mold Abatement (Manual Methods)			
117.	Supervisor – regular rate	HOUR	$ 45.00
117.	Supervisor – overtime rate	HOUR	$ 67.50
119.	Worker – regular rate	HOUR	$ 34.00
120.	Worker – overtime rate	HOUR	$ 51.00

Certificate of Compliance: Bidder has read and understands the certificate of compliance clause and will provide a fully completed certificate (Attachment B) prior to award. This will be a factor in making an award.
Yes: ☑ No: ☐ If No, Explain: